

## MEETING OF THE BOARD OF GOVERNORS

MEETING NUMBER FIVE HUNDRED AND FOURTEEN OF THE BOARD OF GOVERNORS OF ALGONQUIN COLLEGE TO BE HELD ON MONDAY, OCTOBER 28, 2019, FROM 4:00 PM – 6:00 PM, IN T102 A&B, OTTAWA CAMPUS.

AGENDA		Presenter	Time
<b>0.</b>	Celebrating Student Success Hacking Health Ottawa – People’s Choice Award Winners, 2019	Chris Janzen	10 m.
<b>1.</b>	Constitution of the Meeting and Approval of the Agenda	Jim Brockbank	1 m.
<b>2.</b>	Declarations of Conflict of Interest	Jim Brockbank	1 m.
<b>3.</b>	<b>APPROVAL OF PREVIOUS MEETING MINUTES AND THE CONSENT AGENDA</b>		
	3.1 Minutes of the Board of Governors’ meeting of June 10, 2019	Jim Brockbank	1 m.
	3.2 Board Executive Committee Report ( <i>verbal</i> )	Jim Brockbank	5 m.
	3.3 Academic and Student Affairs Committee Report <ul style="list-style-type: none"> <li>• Appendix A: BOG Transmittal SA16 October28, 2019</li> <li>• Appendix B: SA 16 Sexual Assault-Sexual Violence Policy – tracked</li> <li>• Appendix C: SA 16 Sexual Assault-Sexual Violence Policy – clean</li> <li>• Appendix D: Enrolment Update</li> </ul>	Jay McLaren	5 m.
	3.4 Audit and Risk Management Committee Report <ul style="list-style-type: none"> <li>• Appendix A: First Quarter 2019-2020 College Operating Funds Investment Report</li> <li>• Appendix B: First Quarter 2019-2020 Endowment Funds Investment Report</li> <li>• Appendix C: First Quarter 2019-2020 Major Capital Projects Report</li> </ul>	Kelly Sample	5 m.
	3.5 Governance Committee Report	Gail Beck	5 m.
<b>4.</b>	<b>BUSINESS ARISING FROM THE MINUTES</b>		
	There is no business arising from the minutes		
<b>5.</b>	<b>NEW BUSINESS</b>		
	5.1 Student Information Systems - Update	Patrick Devey Krista Pearson Lois Pollock Janet Hunter Dan Melone	30 m.

	<p>5.2 Athletics &amp; Recreation Centre – Investment Case and Implementing Agreements</p> <ul style="list-style-type: none"> <li>• Appendix A: Investment Case DRAFT– Athletics and Recreation Centre</li> <li>• Appendix B: Athletics and Recreation Centre Transaction Structure Overview</li> <li>• Appendix C: TOR01-8154578 Algonquin- Students’ Association Development Agreement</li> <li>• Appendix D: TOR01-8160106 Algonquin- Students’ Association Land Lease</li> <li>• Appendix E: TOR01-8168324 Algonquin- Students’ Association Operating Agreement</li> <li>• Appendix F: TOR01-8151597 Algonquin-Students’ Association Occupancy and Use Agreement</li> <li>• Appendix G: TOR01-8164371 Algonquin-Students’ Association Athletics Program Agreement</li> </ul>	<p>Deijanelle Simon (SA)  Jack Doyle (SA)  Duane McNair  John Tattersall  Paul Gardner  Brennan Carroll (BLG)  Barry Travers (KPMG)  Richard Simm (KPMG)</p>	30 m.
<b>6.</b>	<b>DECISION ITEMS AND REPORTS</b>		
	<p>6.1 First Quarter 2019-2020 Financial Projection</p> <ul style="list-style-type: none"> <li>• Appendix A: First Quarter 2019-2020 Financial Projection</li> <li>• Appendix B: First Quarter 2019-2020 Compliance Schedule</li> </ul>	<p>Grant Perry  Duane McNair</p>	10 m.
<b>7.</b>	<b>ITEMS FOR INFORMATION</b>		
	<p>7.1 First Quarter 2019-2020 Business Plan Performance</p> <ul style="list-style-type: none"> <li>• Appendix A: First Quarter 2019-2020 Business Plan Dashboard</li> <li>• Appendix B: First Quarter 2019-2020 Business Plan Exceptions Report</li> </ul>	Laura Stanbra	0
	<p>7.2 People Plan</p> <ul style="list-style-type: none"> <li>• Appendix A: Algonquin College People Plan 2017-2022</li> </ul>	Diane McCutcheon	0
	<p>7.3 Employee Engagement Update</p> <ul style="list-style-type: none"> <li>• Appendix A: Metrics@Work</li> </ul>	Diane McCutcheon	0
	7.4 Report from the Board Chair	Jim Brockbank	5 m.
	7.5 Report from the President	Claude Brulé	5 m.
	7.6 Board of Governors Management Summary Report	Executive Team	0
	7.7 2019-2020 Board of Governors Workplan – Review for upcoming Academic Year	Jim Brockbank	0
	7.8 Confirmation of Mandatory Government Remittances (hand-out)	Duane McNair	0
<b>8.</b>	<b>UPCOMING EVENTS</b>		<b>Date</b>
	• Future of Health and Wellness Speaker Series		November 8, 2019
	• Remembrance Day Ceremonies		November 11, 2019
	• Colleges Ontario 2019 Higher Education Summit		November 30 to December 2, 2019
	• Board of Governors Holiday Dinner		December 9, 2019
	• Board of Governors Meeting		December 16, 2019
	• Future of Health and Wellness Speaker Series		January 24, 2020
	• Board of Governors Meeting		February 24, 2020
	• Future of Health and Wellness Speaker Series		March 6, 2020

	• 2020 Spring Board Retreat	March 28, 2020
	• Future of Health and Wellness Speaker Series	April 17, 2020
	• Board of Governors Meeting	April 20, 2020
	• Future of Health and Wellness Speaker Series	May 29, 2020
	• President's BBQ	June 4, 2020 (tentative)
	• Board of Governors Meeting & Annual General Meeting	June 8, 2020
	• President's End of Year Dinner – For the Board	June 22, 2020 (tentative)
	• 2020 Spring Convocation	June 23 to 25, 2020 (tentative)
	• Board Executive Committee Retreat	July 7, 2020
	• AC Vision Event	August 20, 2020
	• 2020 New Board of Governors Orientation Part 1	August 20, 2020
	• 2020 New Board of Governors Orientation Part 2	September 13, 2020
	• 2020 Fall Board of Governors Retreat	September 13 & 14, 2020
<b>9.</b>	<b>REGULAR MEETING ADJOURNMENT</b>	

**DRAFT**

**BOARD OF GOVERNORS MEETING MINUTES**

MINUTES OF THE MEETING NUMBER FIVE HUNDRED AND THIRTEEN OF THE BOARD OF GOVERNORS OF ALGONQUIN COLLEGE, HELD ON MONDAY, JUNE 10, 2019 AT 4:00 PM, IN ROOM T102 A&B, OTTAWA CAMPUS.

<p><b><u>Present:</u></b>          Peter Nadeau, Board Chair          Jim Brockbank, Board Vice Chair          Cheryl Jensen, President          Audrey Claire Lawrence          Cyril McKelvie          Enrico DeFrancesco          Jay McLaren          Jeff Darwin          Jim Robblee          Krisha Stanton          Michael Waters          Shubham Paudel          Steve Barkhouse          Valerie Sayah          Wayne Johnson</p> <p><b><u>Regrets:</u></b>          Gail Beck          Kelly Sample</p> <p><b><u>Recorder:</u></b>          Victoria Tiqui-Sanford, Board Assistant</p> <p><b><u>Governor Observers:</u></b>          Ikram Zouari, Incoming Governor, Sept. 1, 2019          James McCracken, Incoming Governor, Sept. 1, 2019          Yadwinder Singh, Incoming Student Governor, Sept. 1, 2019          Rodney Wilson, Governor in Waiting          John Weerdenburg, Governor in Waiting          Yusuf Khan, Governor in Waiting</p>	<p><b><u>Algonquin College Executive Team:</u></b>          Claude Brulé, Senior Vice President, Academic          Diane McCutcheon, Acting Vice President, Human Resources          Doug Wotherspoon, Vice President, Innovation &amp; Strategy          Duane McNair, Vice President, Finance &amp; Administration          Laura Stanbra, Vice President, Student Services          Ron Deganadus McLester, Executive Director, Truth, Reconciliation, Indigenization          Tracy McDougall, Director, President’s Office</p> <p><b><u>Presenters:</u></b>          Chris Hahn, Dean, Perth Campus and the Algonquin Centre for Construction Excellence          Grant Perry, Director, Finance and Administrative Services          Paul Gardner, Senior Manager, Special Projects</p> <p><b><u>Changemaker Awards:</u></b>          Shaun Barr, Chair, Construction Trades and Building Systems</p> <p><b><u>Students:</u></b>          Baking Silver medalist – Krystal Wiles-Horscroft          Hairstyling Bronze medalist – Jasmine Ebery          Auto Body Repairer Bronze medalist – Tom Kearney (Bronze)          Carpentry (individual) Bronze medalist – Chris Naranowicz</p> <p><b><u>External Guests</u></b>          Darren Karn, Senior Research Associate Rotman School of Management, University of Toronto</p>
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**WELCOME REMARKS**

Board Chair P. Nadeau welcomed members and guests to the meeting at 4:00 p.m.



**0. CELEBRATING STUDENT SUCCESS – CHANGEMAKER AWARD:**

C. Brulé, Senior Vice President, Academic, provided members with an overview of the Skills Ontario Competition 2019 and introduced Shaun Barr, Chair, Construction Trades and Building Systems. The Skills Ontario Competition is Canada’s largest skilled trades and technology competition. It was held in Toronto from May 6 to 8, 2019. The competition provided Ontario’s post-secondary and apprentice students the opportunity to show they are the best in their field. This year, nine Algonquin College students received medals in their respective trades:

- Thomas Hawley and Blaise Mombourquette, Horticulture & Landscaping – Gold
- Christina Khenmanisoht, Restaurant Management – Silver
- Krystal Wiles-Horscroft Baking – Silver
- Jasmine Ebery, Hairstyling – Bronze
- Tom Kearney, Auto Body Repairer – Bronze
- Jordan Ball, Automotive Service Technician – Bronze
- Ahmed Jaffer, Restaurant Management – Bronze
- Chris Naranowicz, Carpentry – individual – Bronze

Thomas Hawley, Blaise Mombourquette, Christina Khenmanisoht, Jordan Ball, and Ahmed Jaffer were not present for the presentation.

Board Chair, P. Nadeau and President and CEO, C. Jensen presented the students with the Changemaker awards.

**1. CONSTITUTION OF THE MEETING & APPROVAL OF THE AGENDA**

Board Chair P. Nadeau constituted the meeting at 4:10 p.m. and asked whether any Governors wished to remove or add an item to the agenda. No items were removed or added.

**RESOLUTION**

**MOVED & SECONDED: S. Paudel & V. Sayah**

**THAT** the Board of Governors approves the meeting agenda of June 10, 2019.

**CARRIED.**

**2. DECLARATION OF CONFLICT OF INTEREST**

Board Chair P. Nadeau asked members to declare any conflicts of interest with items on the agenda. There were no conflicts of interest declared.

**3. APPROVAL OF PREVIOUS MEETING MINUTES AND THE CONSENT AGENDA**

**3.1 Minutes of the Board of Governors’ meeting of April 15, 2019**

Approval of the Board of Governors Meeting minutes of April 15, 2019.

**RESOLUTION**

**MOVED & SECONDED: J. McLaren & J. Robblee**

**THAT** the Board of Governors approves the April 15, 2019 meeting minutes.

**CARRIED.**

**3.2 Board Executive Committee Report**

No verbal report was provided from the Board Executive Committee.

### **3.3 Academic and Student Affairs Committee Report**

Members accepted this report for information. Board of Governors approval was requested for the following:

#### **3.3.1 Cooperative Education Option: Business Administration, General Major, Ontario College Advanced Diploma**

##### **RESOLUTION**

**MOVED & SECONDED: J. McLaren & W. Johnson**

**THAT** the Board of Governors the approves the cooperative education delivery option for the Business Administration - General Major, Ontario College Advanced Diploma program, effective Winter 2020.

**CARRIED.**

### **3.4 Audit and Risk Management Committee Report**

Members accepted this report for information.

### **3.5 Governance Committee Report**

Members accepted this report for information. Board of Governors approvals were requested for the following:

#### **3.5.1 Recording of Board of Governors Meetings**

##### **RESOLUTION**

**MOVED & SECONDED: J. Robblee & A. Lawrence**

**THAT** the Board of Governors approves of the BG I-06 Recording, Live Streaming, and Picture Taking During Board Meetings Policy effective September 1, 2019 as presented.

**CARRIED.**

#### **3.5.2 Revised Governance Committee Terms of Reference and Bylaw 1**

##### **RESOLUTION**

**MOVED & SECONDED: J. Robblee & V. Sayah**

**THAT** the Board of Governors approves of the revised Governance Committee Terms of Reference and Bylaw 1 as presented.

**CARRIED.**

### **3.6 Foundation Report**

Members accepted this report for information.

## **4. BUSINESS ARISING FROM THE MINUTES**

### **4.1 Learner-Driven Strategy**

L. Stanbra, Vice President, Student Services, C. Brulé, Senior Vice President Academic, and Darren Karn, Senior Research Associate Rotman School of Management, University of Toronto presented the Learner-Driven Strategy. The Learner-driven Strategy is a key element in support of the 2017-2022, 50+5 Strategic Plan. The intent of the strategy is to recommend transformative initiatives that can be implemented over time that will differentiate Algonquin College as a leader in personalized learning and a personalized college experience. The Learner-driven Strategy deliverables set out in the 2018-2019 Business Plan have been completed. Implementation planning has begun and will be presented at the December 16, 2019 Board of Governors meeting.

Questions from members were answered.  
Members accepted this update for information.

#### **4.2 Transforming Indigenization Initiatives – Phase 2**

R. McLester, Vice President, Truth, Reconciliation, and Indigenization presented the Transforming Indigenization Initiatives – Phase 2. Members were provided with an update based on the comprehensive work that was undertaken since the December 10, 2018 Board of Governors report on Indigenization and the work that has been done to advance the creation of the Algonquin College Indigenization Plan. Staff conducted a series of outreach activities and five College community playback sessions to advance the development of a new and innovative approach to Indigenization at Algonquin College. In February 2019, College stakeholders, collaborators and independent consultants met to participate in a Design Thinking Session facilitated by a third-party Indigenous organization. The interactive session explored Indigenous entrepreneurship, Truth and Reconciliation, and Indigenization. This resulted in testing a new concept called Burnt Water to generate ideas and a future vision for what Burnt Water could become. Burnt Water is conceived of as an Indigenous entrepreneurial enterprise that Algonquin College staff is testing to determine the merits of a new approach to engaging staff and industry partners in an innovative approach to Truth and Reconciliation.

Questions from members were answered.  
Members accepted this update for information.

### **5. NEW BUSINESS**

#### **5.1 Strategy for the Perth Campus – Update on the Development**

C. Brulé and C. Hahn, Dean, Perth Campus and the Algonquin Centre for Construction Excellence presented members with the progress of strategies for the Perth Campus as discussed during the September 2018 Board retreat. C. Hahn provided details on the program changes since Fall 2018, and organizational and staffing changes. As the progress continues, updates will be provided at the Academic and Student Affairs Committee meetings, and at the Board of Governors meetings.

Questions from members were answered.  
Members accepted this report for information.

### **6. DECISION ITEMS & REPORTS**

#### **6.1 Fourth Quarter 2018-2019 Financial Report**

G. Perry, Acting Vice President, Finance and Administrative Services presented the Fourth Quarter 2018-2019 Financial Report.

On February 26, 2018, the Board of Governors approved the 2018-2019 Annual Budget. The Fourth Quarter 2018-2019 Financial Report reports a \$20.5 million increase to the net contribution of Algonquin College. This is reflected as an increase to the Approved Annual Budget net contribution of \$(5.5) million, to a revised net contribution of \$15 million as outlined in the report. Highlights of significant contributors are:

- College **Enrolment** increased by **6.6%** from the Approved Annual Budget (3.7% Domestic and 22% International).

- \$3.6 million to support the **Voluntary Retirement Incentive Program**.
- Impairment loss of \$3.5 million on **Workday** (expenses recognized and not capitalized).
- Employment Standards Act Amendments Impact Reduced by \$10 million.

The Fourth Quarter 2018-2019 Financial Report results in a positive impact on the College's financial position, operations, cash flow, and net assets.

Questions from members were answered.  
Members accepted this report for information.

## **6.2 2018-2019 Draft Audited Financial Statements**

D. McNair, Vice President, Finance and Administration presented the 2018-2019 Draft Audited Financial Statements and provided highlights and details of the report. The Draft Audited Financial Statements of Algonquin College are prepared in a format required by the Ministry of Training Colleges and Universities that complies with financial reporting standards set by the Public Sector Accounting Board.

Current assets have increased by \$16.0 million. This is primarily due to an increase in accounts receivables, and cash holdings. Long-term assets have increased by \$20.4 million, primarily due to increases in the net book value of capital assets, most notably in buildings and site improvements. Current liabilities have increased by \$18.5 million, due to an increase in accounts payable, accrued liabilities, and deferred revenue.

These cumulative changes to the Statement of Financial Position have resulted in a quick ratio of 1.33 compared to 1.44 for the prior year. Notable 2018-2019 Financial Results Highlights are:

- 9.3% Increase in enrolment over 2017-2018
- \$15M surplus in 2018-2019 (\$13.5M : 2017-2018)
- \$61M of investments in facilities, equipment, Workday and Brightspace implementation, DARE District, Student Central, and other initiatives

Questions from members were answered.  
Members accepted this report for information.

## **RESOLUTION**

### **MOVED & SECONDED: S. Barkhouse & S. Paudel**

- THAT** the Board of Governors approves the 2018-2019 Draft Audited Financial Statements of Algonquin College (Appendix A: 2018-2019 Draft Audited Financial Statements – Algonquin College),  
AND
- THAT** the Board of Governors approves the transfer of \$197,538 from internally restricted net assets to unrestricted net assets,  
AND
- THAT** the Board of Governors accepts for information the 2018-2019 Audited Financial Statements of The Algonquin College Foundation (Appendix B: 2018-2019 Audited Financial Statements – Algonquin College Foundation),  
AND
- THAT** the Board of Governors accepts for information the 2018-2019 Audited Financial Statements for 2364193 Ontario Inc. (Appendix C: 2018-2019 Audited Financial Statements – 2364193 Ontario Inc.),

AND

- e. **THAT** the Board of Governors accepts for information the 2018-2019 Management Discussion and Analysis Report (Appendix D: 2018-2019 Management Discussion and Analysis Report).

**CARRIED.**

## **ITEMS FOR INFORMATION**

### **7.1 Fourth Quarter 2018-2019 Business Plan Performance**

The report provided members with the Fourth Quarter 2018-2019 Business Plan Update. The annual business plan is a tool used by management to set the direction for the College to achieve annual goals and targets in the context of the Strategic Plan.

### **7.2 Annual Report 2018-2019 and Progress against Strategic Plan 2017-2022**

This report charts the College's achievement of the operational outcomes established in the business plan for the year, including audited financial statements. The Annual Report creation and assembly provides a summary of the College's achievements and success for the past year. College staff from all areas of the College provide accountability on the business plan goals and highlight efforts supporting student and employee success.

## **RESOLUTION**

**MOVED & SECONDED: J. Darwin & J. Brockbank**

**THAT** the Board of Governors approves the 2018-2019 Algonquin College Annual Report.

**CARRIED.**

### **7.3 Applied Research, Innovation & Entrepreneurship 2018-2019 Annual Report**

The purpose of the document is to act as a comprehensive report on Applied Research, Innovation and Entrepreneurship activities and financial performance over the 2018-2019 fiscal year, compared against the 2017-2018 fiscal year, to standardize annual reporting on the performance of the area.

Members accepted this report for information.

### **7.4 Freedom of Information and Protection of Privacy Act 2018 Annual Report**

The report provided the Board of Governors with a summary of the Freedom of Information activity for 2018 and the Year-End Statistical Report for the Information and Privacy Commissioner of Ontario - Statistical Report of Algonquin College.

Members accepted this report for information.

### **7.5 Report from the Board Chair**

Highlights from the report included:

- President's Year-End Dinner for the Algonquin College Board of Governors, June 25, 2019
- 2019 Spring Convocation Ceremonies
- Recognition of Retiring Governors
- Thank you to President Cheryl Jensen

Members accepted this report for information.

## **7.6 Report from the President**

Highlights of the report included:

- Thank you to the Board Chair, Peter Nadeau
- Free Speech Policy Generated National Headlines
- Procurement Policies

Members accepted this report for information.

## **7.7 Management Summary Report**

Members accepted this report for information.

## **7.8 2019-2020 Board of Governors Workplan**

Members accepted the 2019-2020 Board of Governors Workplan for information.

## **7. UPCOMING EVENTS**

Board Chair P. Nadeau provided highlights of upcoming events.

## **8. REGULAR MEETING ADJOURNMENT**

The regular meeting adjourned at 5:59 p.m.

## **9. ANNUAL GENERAL MEETING**

The Annual General Meeting of the Board of Governors began at 6:00 p.m. and adjourned at 6:06 p.m.

## **10. IN CAMERA**

### **RESOLUTION**

**MOVED & SECONDED: J. McLaren & V. Sayah**

**THAT** the Board of Governors moves into an In Camera session.

**CARRIED.**

An In Camera session was held beginning at 6:21 p.m.

### **RESOLUTION**

**MOVED & SECONDED: J. Brockbank & S. Paudel**

**THAT** the Board of Governors moves out of the In Camera session.

**CARRIED.**

The In Camera session adjourned at 6:35 p.m.

College Management exited the meeting at 6:36 p.m.

## **11. MEETING WITHOUT MANAGEMENT**

The meeting without management was held beginning 6:36 p.m.

## **12. MEETING ADJOURNMENT**

There being no further business, the meeting was adjourned at 6:55 p.m.

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Jim Brockbank, Chair

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Victoria Tiqui-Sanford, Recorder

## **APPENDIX A: Observers:**

Brent Brownlee, Director, Campus Services  
Chris Carroll, Communications  
Chris Hahn, Dean, Perth Campus  
Chris Janzen, Dean, Dean, Faculty of Technology and Trades  
Dave Donaldson, Dean, School of Business  
Elizabeth Tyrie, Business Improvement Coach, Business Improvement Office  
Emily Woods, Associate Director, Finance and Administrative Services  
Erin Langevin, Director, Labour Relations  
Greg Jeffreys, Contractors, Algonquin College  
Ilya Golub, Principal Investigator - OptiWave, Applied Engineering Research Centre  
Jeff Agate, Associate Director, Student Support Services, Student Support Services  
Jennifer Thurston, Conference & Banquet Manager  
Jessica House, Manager Continuous Improvement, AC Way  
Krista Pearson, Registrar  
Lynn Schumann, Project Manager, Learner Driven Plan  
Manon Levesque, Manager, Physical Resources  
Mara Lowrey, Marketing Manager, Campus Services  
Marina Spivak, Financial Analyst, Finance and Administrative Services  
Mark Leduc, Executive Director, Academic Operations and Planning  
Michael Qaqish, Support Services Officer, President's Office  
Patrick Devey, Dean, Centre For Online and Continuing Learning  
Peggy Austen, Acting Director, Foundation  
Richard Hagemeyer, Part-Time Professor, Information and Communications Technology  
Ruth Dunley, Communications Officer, Public Relations  
Sandra Larwill, Academic Manager, Centre For Online and Continuing Learning  
Sherri Levine, Communications Officer  
Stephanie Walker, Executive Assistant, President's Office  
Terri Kinnunen, Manager, Financial Services  
Valerie Hall, Professor, School of Business  
Wahab Almuhtadi, Full-time Professor, Applied Science & Environmental Technology



# MEMO



President/Board of Governors

**DATE:** October 28, 2019

**TO:** Board of Governors

**FROM:** Governor Jay McLaren, Chair, Academic & Student Affairs Committee

**SUBJECT:** **Academic & Student Affairs Committee meeting of September 30, 2019**

*Board members can review meeting materials from the September 30, 2019 meeting by accessing the Board of Governors 'Teams site' [Academic & Student Affairs Committee – September 30, 2019](#).*

## **A. ITEMS REQUIRING BOARD OF GOVERNORS' APPROVAL**

### 1) SA16 Sexual Assault/Sexual Violence Policy

Members were referred to the SA16 Sexual Assault/Sexual Violence Policy. The report provided the revision process and recommended changes to the policy. The policy was developed as part of a directive issued by the Provincial Government, and efforts to establish this policy were coordinated by Colleges Ontario in 2015 to ensure a consistent approach to sexual assault /sexual violence across all Ontario Colleges. In March 2019, the provincial government released the results of the 2018 Student Voices on Sexual Violence Survey, and outlined several new requirements for post-secondary institutions. The next deliverable to the Board regarding Ministry mandated requirements is the 2018-19 report on Sexual Violence Prevention at the December 16, 2019 Board meeting. Background and details of the policy are provided in Appendix A: BOG Transmittal SA16 October 28, 2019. The tracked changes to the policy are provided in Appendix B: SA 16 Sexual Assault-Sexual Violence Policy – track change version, and the final version approved by the Academic & Student Affairs Committee is provided in Appendix C: SA 16 Sexual Assault-Sexual Violence Policy – clean version.

### **RESOLUTION**

**MOVED & SECONDED: E. DeFrancesco & K. Stanton**

**THAT** the Academic and Student Affairs Committee recommends approval of the proposed changes to SA16 Sexual Assault/Sexual Violence Policy to the Board of Governors on October 28, 2019.

**CARRIED.**

### 2) Program Approval: Cyber Security Analysis, Ontario College Graduate Certificate

Members were referred to the Cyber Security Analysis, Ontario College Graduate Certificate program approval. This one-year program is designed to prepare students to meet the market demand for cyber security professionals in the public and private sector. There are currently four other Ontario colleges offering similar Graduate Certificate programs. The program at Algonquin College will be unique as it will cover traffic analysis, digital forensics, penetration

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testing, business continuity and disaster recovery. The proposed program also provides opportunities for graduates from related Ontario College Diploma, Ontario College Advanced Diploma and Honours degree programs to build on their skills with this additional credential.

## RESOLUTION

**MOVED & SECONDED: J. Brockbank & E. DeFrancesco**

**THAT** the Academic and Student Affairs Committee recommends to the Board of Governors the approval of the Cyber Security Analysis, Ontario College Graduate Certificate program effective Fall 2020.

**CARRIED.**

### 3) Program Approval: Bachelor of Commerce (Marketing) (Honours)

Members were referred to the Bachelor of Commerce (Marketing) (Honours) program approval. This four-year degree program provides students with a solid grounding in business fundamentals, such as finance, economics, human resources, law and operations, and project management, from which they create marketing strategies and tactics to make data-informed recommendations for marketing plans. Graduates may find employment in a broad range of domestic and international organizations and industries, including non-profit groups, corporations, government offices, marketing consulting firms, advertising agencies, market research firms, self-employment and small businesses.

## RESOLUTION

**MOVED & SECONDED: E. DeFrancesco & J. Brockbank**

**THAT** the Academic and Student Affairs Committee recommends to the Board of Governors the approval of the Bachelor of Commerce (Marketing) (Honours) program, effective Fall 2021.

**CARRIED.**

## ITEMS THE COMMITTEE HAS REVIEWED – FOR INFORMATION TO THE BOARD

### 1) Follow up from May 17, 2019 Committee Meeting:

#### 2019-2020 New Program and Cooperative Education Option Approval Pipeline – Work Plan

Members were provided with an update on the possible elimination of the compulsory status of trades requirements. There has been no evidence that the Ministry of Training, Colleges, and Universities is moving toward system-wide elimination of the compulsory status of trades requirements (i.e. the removal of certification requirements for individuals to practice specific trades).

Members accepted this for information.

### 2) ASAC Terms of Reference (Review)

Members were referred to the Terms of Reference Academic and Student Affairs Committee Review. There were no changes required to be made to the Terms of Reference.

Members accepted this for information.

3) 6.1 Enrolment Update Report

The report provided an update on current enrolment information for the Fall 2019 term. Details of the Enrolment Update are provided in Appendix D: Enrolment Update.

Members accepted this report for information.

4) 2018-2019 Academic Program Performance Review Dashboard Report

M. Leduc, Executive Director, Academic Operations and Planning presented the Academic Program Performance Review Dashboard 2018-2019 Report. The annual report covered the 2018-2019 Fiscal Year, and identified the top and lower performing programs.

Members accepted this report for information.

5) 2019-2020 Students' Associations Annual Priorities

D. Simon, President of Students' Association presented the 2019-2020 Students' Association Annual Priorities. This year's priority list includes six items, and the report and presentation were accepted for information.

6) 2019-2020 Review of Academic and Student Affairs Workplan

Members were referred to the 2019-2020 Academic and Student Affairs Committee Workplan.

Members accepted the workplan for information.

7) 2019-2020 Academic and Student Affairs Committee Meeting Schedule

Members were referred to the 2019-2020 Academic and Student Affairs Committee Meeting Schedule.

Members accepted schedule for information.

**3.3 Appendix A**

Report title:	SA16 Sexual Assault/Sexual Violence Policy
Report to:	Board of Governors
Date:	October 28, 2019
Authors/Presenters:	Laura Stanbra, Vice President, Student Services

1. RECOMMENDATION:

**THAT** the Board of Governors approves the proposed changes to SA16 Sexual Assault/Sexual Violence Policy as presented.

2. PURPOSE / EXECUTIVE SUMMARY:

The purpose of this report is to provide the Board of Governors the revision process and recommended changes to the Sexual Assault/Sexual Violence Policy (SA16).

3. BACKGROUND:

The Sexual Assault/Sexual Violence Policy SA16 is an existing policy which was last approved by the Board of Governors on December 16, 2016.

The policy was developed as part of a directive issued by the Provincial Government, and efforts to establish this policy were coordinated by Colleges Ontario in 2015 to ensure a consistent approach to sexual assault /sexual violence across all Ontario Colleges.

Algonquin College policies are reviewed and approved by the Algonquin College Executive Team, and as per Regulation 131/16, the Sexual Assault/Sexual Violence Policy required formal approval from the College’s Board of Governors. This policy was scheduled to be reviewed on December 2021; but, in March 2019, the provincial government released the results of the 2018 Student Voices on Sexual Violence Survey, and outlined several new requirements for post-secondary institutions. Each institution was directed to create a sexual violence prevention task force accountable to the institutions’ Board of Governors and the Ministry. Institutions were also asked to provide an annual report on sexual violence prevention to its Board of Governors and review their existing sexual violence prevention policy by September 2019. The new requirements were communicated to the Board of Governors at the April 15, 2019 Board of Governors meeting.

**3.3 Appendix A**

The following steps were taken in updating the current policy:

- A College-wide communiqué asking employees for feedback.
- Seeking input from the Students’ Association.
- Seeking input from the College Academic Council.
- Significant consultation with the Sexual Violence Task Force.
- Reconciling feedback comments to existing policy.
- Adding resources into the policy that did not exist historically.

The proposed changes were presented to the Algonquin College Leadership Team on September 6, 2019 and approved with minor edits. The final draft of the policy is attached as Appendix D: SA16 Sexual Assault/Sexual Violence Policy.

4. DISCUSSION:

The changes can be summarized at a high-level to include:

- Clarifying the difference between anonymity and confidentiality;
- Adding information about anonymous on-line reporting;
- Additional information about Project Lighthouse and related supports;
- Clarifying the reporting lines for employees;
- Outlying the role of the ‘Circle of Care’ group in advising senior management of recommended actions when an individual or the wider community are at risk;
- Clarifying the difference between accommodations from the Centre for Accessible Learning and Counselling Services;
- Adding an immunity clause, for survivors, for substance use; and
- Clarity for the College community by providing clearer options/response pathway for those affected.

This was accomplished by:

- Adjusting the wording outlying a survivor’s options.
- Adding Project Lighthouse contacts, contact numbers and web site address.
- Adding a link to campus-based supports identified by Project Lighthouse.
- Adding an infographic to appendix.

5. LINK TO STRATEGIC PLAN:

<b>STRATEGIC PLAN 2017-2022</b>			
<b>LEARNER DRIVEN</b> <b>Goal One</b>	<input checked="" type="checkbox"/>	<b>CONNECTED</b> <b>Goal Four</b> <b>Become an integral partner to our</b> <b>alumni and employers.</b>	<input type="checkbox"/>

### 3.3 Appendix A

<b>Establish Algonquin as the leader in personalized learning across all Ontario colleges.</b>			
<b>QUALITY AND INNOVATION</b> <b>Goal Two</b> <b>Lead the college system in co-op and experiential learning.</b>	<input type="checkbox"/>	<b>SUSTAINABLE</b> <b>Goal Five</b> <b>Enhance Algonquin’s global impact and community social responsibility.</b>	<input checked="" type="checkbox"/>
<b>Goal Three</b> <b>Attain national standing in quality, impact and innovation within each school and service.</b>	<input checked="" type="checkbox"/>	<b>PEOPLE</b> <b>Goal Six</b> <b>Be recognized by our employees and the community as an exceptional place to work.</b>	<input checked="" type="checkbox"/>

#### 6. STUDENT IMPACT:

Students will benefit from a clearer policy. The policy is also supported by the Sexual Violence & Harm Reduction Prevention Coordinator and Human Resources. This will ensure training and awareness programs are in place for employees to support students, and ensure that sexual violence prevention and healthy relationship/sexuality programming is in place for students.

#### 7. FINANCIAL IMPACT:

- a) The policy review and update was carried out with existing personnel and resources. The funding for the Sexual Violence & Harm Reduction Prevention Coordinator position comes from Counselling Services budget.
- b) An additional \$21,000 from Health Services reserve fund has been allocated to Project Lighthouse, to fund peer-to-peer outreach around sexual violence prevention.
- c) Approximately \$148,000 is available through the provincial Women’s Safety Grant annually for promotional material, guest speakers, marketing and resources.

#### 8. HUMAN RESOURCES IMPACT:

Employees of Algonquin College will be educated and informed about the revised SA16 policy through a College-wide communications plan.

#### 9. GOVERNMENT / REGULATORY / LEGAL IMPACT:

This policy update is in direct compliance with Bill 132 and Ontario Regulation 131/16 – Sexual Violence at Colleges and Universities.

**3.3 Appendix A**

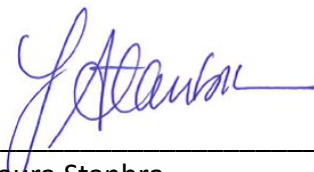
**10. COMMUNICATIONS:**

Awareness of this policy is currently being carried out by Student Support Services staff and Human Resources through various activities and events. The communication and outreach efforts will be led by the Sexual Violence & Harm Reduction Prevention Coordinator and Human Resources with support from the College's Communications team.

**11. CONCLUSION:**

Following the highly consultative and thorough review of the policy, the College will be in compliance with provincial requirement outlined in March 2019, stipulating that each post-secondary institution review their sexual violence policy by September 2019. The next deliverable to the Board regarding Ministry mandated requirements is the 2018-19 report on Sexual Violence Prevention at the December 16, 2019 Board meeting.

Respectfully submitted:



Laura Stanbra  
Vice President, Student Services

Approved for submission:



Claude Brulé  
President and CEO

Appendix B: SA16 Sexual Assault/Sexual Violence Policy – track change version Appendix C: SA 16 Sexual Assault/Sexual Violence Policy – clean version
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**3.3 Appendix B****SA16****Sexual Assault / Sexual Violence**

Classification:	Student Affairs
Responsible Authority:	Vice President Student Services
Executive Sponsor:	Vice President Finance and Administration
Approval Authority:	Algonquin College Board of Governors
Date First Approved:	2015-03-25
Date Last Reviewed:	201 <del>9</del> <sup>6</sup> - <del>12</del> <sup>09</sup> - <del>30</del> <sup>12</sup>
Mandatory Review Date:	202 <del>1</del> <sup>4</sup> - <del>12</del> <sup>09</sup> - <del>12</del> <sup>30</sup>

**PURPOSE**

All members of the Algonquin College community have a right to work, study and socialize in an environment that is free from any form of sexual assault/sexual violence. This document sets out our policy and response protocol to sexual assault/sexual violence. It ensures that the rights of those affected by sexual assault/sexual violence are respected and appropriately -accommodated and ensures the College has a process of investigation that protects the rights of individuals and holds individuals who have committed an act of sexual assault/sexual violence accountable.

*This policy has been developed as part of a provincial initiative, coordinated by Colleges Ontario in 2015, to ensure a consistent approach to sexual assault / sexual violence across all Ontario Colleges.*

**SCOPE**

This policy applies to all members of the College Community, including students, employees of the College, staff of the Students' Association, contractors, clients, volunteers and visitors to the College.

This policy also applies to incidents of sexual assault and sexual violence involving a member of the College community that occur [during out of country activities or](#) off College property but has a real and substantial link to the College. This includes, but not limited to, incidents of sexual assault and sexual violence involving a member of the College community that occur off College property at:

- any College-sanctioned program or event and that may or may not pose a subsequent risk to the safety of member(s) of the College community while on College property; or
- any non-sanctioned program or event and that pose a subsequent risk to the safety of members of the College community, while on College property.

The application of this policy, under the foregoing, will be determined by the College on a case-by-case basis, with a view to ensuring the safety and well-being of members of the college community, while on College property.



## DEFINITIONS & RELEVANT TERMS

Word/Term	Definition
<b>Academic Accommodation</b>	Educational practices, systems and support services designed to accommodate functional challenges based on the best options for a student to successfully complete the academic requirements of their course or program.
<b><u>Anonymity</u></b>	<u>Students can be assured of anonymity if they report sexual assault/sexual violence online and select the “anonymous” option. A student disclosing sexual assault/sexual violence to a College Official should understand that the information will be reported confidentially to Security Services and that confidentiality will be assured. The withholding of a student’s name, by a student when they report sexual violence online, ensuring they remain anonymous. A student disclosing sexual violence to a College official can request their name be withheld from Security Services and that this detail of their disclosure remains anonymous to Security Services (with the understanding the College cannot investigate or follow up on an anonymous disclosure).</u>
<b><u>Confidentiality</u></b>	<u>The process of strict privacy guiding the College’s response to a disclosure of sexual violence. A student’s name and disclosure is known, but, only to those who need to know in order to conduct an investigation and/or provide support as per the students request.</u>
<b>College Community</b>	Includes all students, employees of the College, staff of the Students’ Association, contractors, clients, volunteers and visitors to the College.
<b>College Official/ Persons in a position of authority</b>	<u>This term is intended to refer to a</u> Any College employee, <u>not otherwise specifically identified by role</u> who is duly authorized and empowered to carry out official College business / processes / functions / activities on behalf of the College and is acting, within this context, in the name of the College.
<b>Consent</b>	<p>The voluntary and explicit agreement to engage in the sexual activity in question. It is the act of clearly and willingly agreeing to engage in specific sexual behaviour, and requires that a person is able to freely choose between two options: yes and no. This means that there must be an understandable exchange of affirmative words which indicates a willingness to participate in mutually agreed upon sexual activity. It is also imperative that everyone understands the following:</p> <ul style="list-style-type: none"> <li>• Silence or non-communication must never be interpreted as consent and a person in a state of diminished judgment cannot consent.</li> <li>• A person is incapable of giving consent if asleep, unconscious or otherwise unable to communicate.</li> <li>• A person who has been threatened or coerced (i.e. is not agreeing voluntarily) into engaging in the sexual activity is not consenting to it in a willing and informed fashion.</li> <li>• A person who is incapacitated by drugs or alcohol is unable to consent.</li> </ul>

- A person’s ability to give consent may be compromised when incapacitated by drugs or alcohol.
- A person may be unable to give consent if they have a mental disability preventing them from fully understanding the sexual acts.
- The fact that consent was implied or given in the past to a sexual or dating relationship does not mean that consent is deemed to exist for any future sexual activity.
- Current or past flirtatious behaviour is not implied consent.
- A person can withdraw consent at any time during the course of a sexual encounter.
- A person is incapable of giving consent to a person in a position of trust, power or authority, such as, a faculty member initiating a relationship with a student who they teach, an administrator in a relationship with anyone who reports to that position.
- Consent cannot be given on behalf of another person.

It is the responsibility of the initiator of sexual activity to ensure clear and affirmative responses are communicated at all stages of sexual engagement. It is also the initiator’s responsibility to know if the person they are engaging with sexually is a minor.

Note: For information purposes only, the Criminal Code defines “consent” as follows: The voluntary agreement to engage in the sexual activity in question. No consent is obtained, where;

- a) the agreement is expressed by the words or conduct of a person other than the complainant;
- b) the complainant is incapable of consenting to the activity;
- c) the accused induces the complainant to engage in the activity by abusing a position of trust, power or authority;
- d) the complainant expresses, by words or conduct, a lack of agreement to engage in the activity; or
- e) the complainant, having consented to engage in sexual activity, expresses, by words or conduct, a lack of agreement to continue to engage in the activity.

<b>Employee</b>	For the purposes of this policy, employee includes full-time employees and part-time employees, including bargaining unit members, management and non-unionized employees.
<b>Indecent Exposure</b>	The exposure of the private or intimate parts of the body in a lewd manner, when the perpetrator may be readily observed.
<b>Sexual assault</b>	A criminal offence under the <i>Criminal Code</i> of Canada. Sexual assault is any type of unwanted sexual act done by one person to another that violates the sexual integrity of the victim and involves a range of behaviours from unwanted touching to penetration.

<b>Sexual Exploitation</b>	Seeking benefit through the non-consensual or abusive sexual control over another.
<b>Sexual Harassment</b>	Any unwanted or offensive sexual behavior that creates a hostile or stressful living, learning, or working environment. Examples of sexual harassment include: <ul style="list-style-type: none"> <li>▪ unwanted sexual advances</li> <li>▪ unwanted or uninvited touching</li> <li>▪ sexual retaliation or threats</li> <li>▪ sexual jokes or comments</li> <li>▪ sexual leering, whistling, or gestures</li> <li>▪ the displaying of sexually suggestive images.</li> </ul>

Sexual harassment can be a single incident or an ongoing pattern of behaviour.

<b>Sexual violence</b>	Any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism and sexual exploitation.
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<b>Student</b>	Any person who is currently enrolled in a course or program at Algonquin College, or is in the process of enrolling in a course or program or who were enrolled in a course or program when an alleged incident(s) occurred.
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<b>Voyeurism</b>	Observing another in a sexual manner without consent and when they could reasonably expect privacy. This includes direct observation, through the use of an electronic or mechanical device, or through the use of a recording.
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*The terms below are provided to enhance the context of the references to sexual violence, regardless whether they are used or further defined in this policy.*

<b>Acquaintance sexual assault</b>	Sexual contact that is forced, manipulated, or coerced by a partner, friend or acquaintance.
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<b>Age of consent for sexual activity</b>	The age at which a person can legally consent to sexual activity. In Canada, children under 12 can never legally consent to sexual acts. Sixteen is the legal age of consent for sexual acts. There are variations on the age of consent for adolescents who are close in age between the ages of 12 and 16. Twelve and 13 year-olds can consent to have sex with other youth who are less than 2 years older than themselves. Youth who are 14 and 15 years old may consent to sexual involvement that is mutual with a person who is less than 5 years older. Youths 16 and 17 years old may legally consent to sexual acts with someone who is not in a position of trust or authority.
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<b>Coercion</b>	In the context of sexual assault/sexual violence, coercion is unreasonable and persistent pressure for sexual activity. Coercion is the use of emotional
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manipulation, blackmail, threats to family or friends, or the promise of rewards or special treatment, to persuade someone to do something they do not wish to do, such as being sexual or performing particular sexual acts.

<b>Drug-facilitated sexual assault</b>	The use of alcohol and/or drugs (prescription or non-prescription) by a perpetrator to control, overpower or subdue a survivor for purposes of sexual assault.
<b>Respondent</b>	The individual alleged of conducting an act of sexual assault or sexual violence.
<b>Stalking</b>	A form of criminal harassment prohibited by the <i>Criminal Code</i> of Canada. It involves behaviours that occur on more than one occasion and which collectively instill fear in the survivor or threaten the survivor/target's safety or mental health. Stalking can also include threats of harm to the target's friends and/or family. These behaviours include, but are not limited to non-consensual communications (face to face, phone, email, social media); threatening or obscene gestures; surveillance; sending unsolicited gifts; "creeping" via social media/cyber-stalking; and uttering threats.
<b>Survivor</b>	Some who have been affected by sexual assault/sexual violence may choose to identify as a survivor. Individuals might be more familiar with the term "victim". We use the term survivor throughout this policy where relevant because some who have been affected by sexual assault believe they have overcome the violent experience and do not wish to identify with the victimization. It is the prerogative of the person who has been affected by these circumstances to determine how they wish to identify.

## POLICY

Sexual assault and sexual violence are unacceptable and will not be tolerated. We are committed to challenging and preventing sexual assault/sexual violence and creating a safe space for anyone in our College community who has been affected by sexual assault/sexual violence. The College is expected to be a safe and positive space where members of the College community feel able to work, learn and express themselves in an environment free from sexual assault/sexual violence.

All reported incidents of sexual assault/sexual violence will be investigated in a manner that ensures due process as outlined in the procedures below. [The College's ability to investigate anonymous disclosures is hampered by the anonymous nature of the report. The College cannot investigate or follow up on an anonymous disclosure.](#) It is this policy's intention to make individuals feel comfortable about making a report in good faith about sexual assault/sexual violence that they have been affected by or witnessed.

We recognize that sexual assault/sexual violence can occur between individuals regardless of sexual orientation, gender, gender identity or relationship status as articulated in the *Ontario Human Rights Code*. We also recognize that individuals who have been affected by sexual assault/sexual violence may experience emotional, academic or other difficulties.

**We are committed to:**

1. assisting those who have been affected by sexual assault/sexual violence by providing choices, including detailed information and support, such as provision of and/or referral to counselling and medical care, information about legal options, [providing a written follow up to the following survivor following an investigation](#) and appropriate academic and other accommodations, [all in a timely manner](#);
2. ensuring that the right to dignity and respect is protected throughout the process of disclosure, investigation and institutional response;
3. addressing harmful attitudes and behaviours (e.g., adhering to myths of sexual assault/sexual violence) that reinforce that the person who been affected by sexual assault/sexual violence is somehow to blame for what happened;
4. treating individuals who disclose sexual assault/sexual violence with compassion recognizing that they are the decision-makers about their own best interests;
5. ensuring that on-campus (internal) investigation procedures are available in the case of sexual assault/sexual violence, even when the individual chooses not to make a report to the police;
6. engaging in appropriate procedures for investigation and adjudication of a complaint, which are in accordance with College policies, standards and applicable collective agreements, and that ensure fairness and due process;
7. ensuring coordination and communication among the various departments who are most likely to be involved in the response to incidents of sexual violence on campus;
8. engaging in public education and prevention activities;
9. providing information to the College community about our sexual assault/sexual violence policies and protocols;
10. providing appropriate education and training to the College community about responding to the disclosure of sexual assault/sexual violence;
11. actively promoting a campus atmosphere in which sexual assault/sexual violence is not tolerated; and,
12. monitoring and updating our policies and protocols to ensure that they remain effective and in line with other existing policies and best practices.
13. ~~c~~Collect data on a) the number of times and a description of the supports, services and accommodation relating to sexual violence are requested and obtained by students; b) initiatives and programs established by the college to promote awareness of the supports and services available to students; ~~c) the~~ [the](#) number of incidents and complaints of sexual violence reported by students; and d) the implementation and effectiveness of this policy. This data will be made available to Minister of Advanced Education and Skills Development of Ontario upon request. Data will be collected and reported in a manner that protects the confidentiality of all members of the college community connected to each incident.
14. [supporting employees who respond to disclosures of sexual violence through line managers, Human Resources and the Employee Assistance Program \(EAP\) as necessary.](#)
15. [Provide an online reporting forum for people who have experienced sexual violence. The Sexual Assault/Sexual Violence reporting page allows people who have experienced sexual violence to](#)

[report their experience with sexual violence online. If they choose, survivors can remain anonymous. Please find the link to reporting here: https://www.algonquincollege.com/safety-security-services/sexual-assaultviolence-reporting/](https://www.algonquincollege.com/safety-security-services/sexual-assaultviolence-reporting/)

## PROCEDURE

### Action

*In all instances of an emergency, contact the emergency number according to the emergency procedures for your campus.*

*Ottawa Campus: ext.5000 / 911 –Perth Campus: 911 -Pembroke Campus: 911*

### Responsibility

1a) Report incidents of sexual violence they witness or have knowledge of, or they have reason to believe has occurred or may occur to ~~a College Official and/or~~ Security Services. Members who have been affected by sexual assault/sexual violence are encouraged to come forward to report the incident as soon as they are able to do so.

**All Members of the College Community**

1b) Persons in a position of authority, including persons directing the activities of others, shall take immediate action to respond to or to prevent sexual assault/sexual violence from occurring.

**All Members of the College Community**

1c) Persons who are not students or employees are encouraged to report incidents to ~~a College Official and/or~~ Security Services.

**College Official/Persons in a position of authority**  
[Security Services](#)

1d) Students who have been affected by sexual violence, as well as members of the college community to whom a student has disclosed an incident of sexual violence, are encouraged to access information and support from the College's Counselling Services and/or Health Services. These services can be easily accessed by contacting Algonquin's *Student Distress Line* at the following numbers.

**Ottawa Campus:** (613) 727-4723 ext. 7300

**Perth Campus:** (613) 267-2859 ext. 7300

**Pembroke Campus:** (613) 735-4700 ext. 7300

Support services can also be accessed directly on each campus. A table of these services available to provide support and information to students affected by sexual violence can be found in Appendix 2. Please note that students are not required to file a formal report of incident(s) of sexual violence to obtain supports, services and/or academic accommodation from the College.

**Students**

1e) Employees who are affected by sexual violence as a member of the College community should report incidents or seek information and

**Employees**

**Action****Responsibility**

guidance from Security Services. Security Services will take an initial report and will assist by providing information about relevant support, resources and options.

**Ottawa Campus:** (613) 727-4723 ext. 5010

**Perth Campus:** (613) 267-2859 ext. 5010 - information and guidance can also be sought from the Administrative Office (room 119) through either of the Dean 613-267-2859 x5622 or the Manager of Administrative Services, 613-267-2859 x5600.

**Pembroke Campus:** Security Services at 613-735-4700 ext. 2739 will take an initial report and will assist by providing information about relevant support, resources and options.

2. Where a College official becomes aware of incidents of sexual assault/sexual violence by a member of the College community or against a member of the College community, they will take immediate measures in accordance with Appendix 1 to ensure the [reporter/survivor](#) is supported and ensure appropriate reporting is carried out in accordance with the wishes of the reporter.
3. Where College officials become aware of incidents of sexual assault/sexual violence by a member of the College community or against a member of the College community, which occur on or off College property and that pose a risk to the safety of members of the College community, the College official shall immediately ~~take all reasonable steps~~ [report the incident to Security Services](#) to ensure the safety of the College community.

**College Officials****College Officials****SUPPORTING DOCUMENTATION**

Appendix 1 – Sexual Assault and Sexual Violence Guidelines and Protocol

Appendix 2 – Ottawa, Pembroke and Perth Campus Supports / Academic Accommodations

Appendix 3 – Canadian and Provincial Supports and Resources

Appendix 4 – Sexual Assault Centres (Ontario)

[Appendix 5 – Sexual Assault/Domestic Violence Treatment Centres \(Ontario\)](#)

Appendix ~~6~~5 – Dispelling the Myths and Misconceptions About Sexual Assault

Appendix ~~6~~7 – “Developing a Response to Sexual Violence: A Resource Guide for Ontario’s Colleges and Universities” (January 2013)

[Appendix 8 – Sexual Violence Reporting Flowchart](#)

[Appendix 9 – Sexual Violence Prevention Resources](#)

**RELATED POLICIES**

[AA35 Confidentiality of Student Records](#)

[HR18 Employee Code of Conduct](#)

[HR21 Staff / Student Personal Relationships](#)

[HR22 Respectful Workplace](#)

[HS03 Workplace Violence Prevention](#)

[SA02 Ombudsman](#)

[SA07 Student Conduct](#)

**RELATED MATERIALS**

<http://www.algonquincollege.com/projectlighthouse>



## SA16: Appendix 1 – Sexual Assault and Sexual Violence Guidelines and Protocol

### Sexual Assault and Sexual Violence Guidelines and Protocol

Students who have been affected by sexual violence, as well as members of the college community to whom a student has disclosed an incident of sexual violence, are encouraged to access information and support from the College’s Counselling Services and/or Health Services.

#### 1. Confidentiality

Confidentiality is particularly important to those who have disclosed sexual assault/sexual violence. The confidentiality of all persons involved in a report of sexual assault/sexual violence or in subsequent disciplinary proceedings must be strictly observed, and the College does its best to respect the confidentiality of all persons, including the complainant, respondent, and witnesses.

The College will regard all information as unique and private and ensure it is maintained in a secured, controlled environment. Full details about the confidentiality of student records is detailed in policy [AA35: Confidentiality of Student Records](#).

However, confidentiality cannot be assured where in the following circumstances:

an individual is at imminent risk of ~~self harm~~;

~~an individual is at imminent risk of~~ harming themselves or ~~another~~s; ~~and/or~~

~~there are reasonable grounds to believe that others in the College or wider community may be at risk of harm.~~

In such circumstances, information may be shared with only the necessary services to prevent harm.

Where there are reasonable grounds to believe that others in the College or wider community will be at risk of harm the Circle of Care Committee will provide recommendations to senior College Officials.

Where the College becomes aware of an allegation of sexual assault/sexual violence by a member of the College community against another member of the College community, the College may also have an obligation to take steps to ensure that the matter is dealt with in order to comply with the College’s legal obligation and/or its policies to investigate such allegations.

#### 2. If You Have Experienced or Been Affected by Sexual Assault/Sexual Violence

We recognize it may beis difficult to disclose or report incidents of sexual violence and sexual assault. The choice to disclose or report is entirely yours. As a survivor, we commit to supporting you through the process of disclosure and strongly encourage you to report your experience to us, as the College is committed to providing a safe and respectful working, learning and teaching environment free from violence or harassment.

Anyone who has experienced or been affected by sexual assault/sexual violence has the right to:

- confidentiality and to be treated with dignity and respect;

- be listened to without judgement and have their disclosure accepted as true;
- request information about on- and off-campus services and resources;
- retain control over whether or not to access available services and to choose those services they feel will be most beneficial;
- decide if and to whom they wish to report the incident;
- choose to report to a College Official, Security Services, Police or online or any combination of these;
- decide whether a College Official can provide ~~to report~~ your name to ~~campus~~ Security Services ~~and/or local police;~~
- have an on-campus investigation with the institution's full cooperation;
- ~~develop~~ have a safety plan with Counselling Services or an off-site partner; and
- have reasonable and necessary actions taken to prevent further unwanted contact with the alleged perpetrator(s).

If you have experienced or been affected by sexual assault or sexual violence Students are encouraged to report incidents or seek information and guidance from the Student Support Services - Student Distress Line at the numbers below. The Student Distress Line staff will assist by providing relevant support, resources and options.

**Ottawa Campus:** (613) 727-4723 ext. 7300

**Perth Campus:** (613) 267-2859 ext. 7300 - information and guidance can also be sought from Counselling Services, Room 111, (613) 267-2859 (x5610) or Health Services, Room 111, (613) 267-2859 (x6546).

**Pembroke Campus:** (613) 735-4700 ext. 7300 - information and guidance can also be sought from the campus counselor at 613-735-4700 ext. 2804 or campus nurse at 613-735-4700 ext. 2748

### 3. **Support Options Available to You**

*In all instances of an emergency, contact the emergency number for your campus according to the emergency procedures.*

*Ottawa Campus: ext.5000 / 911 Perth Campus: 911 Pembroke Campus: 911*

Any student who has experienced or been affected by sexual violence and is seeking information or support, help is available on the campuses of Algonquin College. A table of the services available to provide support and information to students affected by sexual assault/sexual violence can be found in Appendix 2.

If a member of the College Community becomes aware of an allegation of sexual assault/sexual violence against another member of the College Community, the member of the College Community is required to report the alleged incident immediately to Security Services, respecting the individual's rights ~~spelt out from~~ above. The matter will be addressed in accordance with the confidentiality provisions outlined above.

Additional information about the resources and support services is available below; or you can use this link to go directly to the resources: <http://www.algonquincollege.com/projectlighthouse/>.

Although all disclosures of sexual violence will be reported ~~It is often difficult to disclose and report incidents of sexual violence. It is entirely up to you if you choose to report the incident to~~ Algonquin's Security Services it is entirely up to you whether or not you choose to ~~and you are not~~

~~required to file an official report or~~ participate in an investigation in order to use of the services listed above.

#### **4. If You Would like to File a Formal Complaint**

Please note, that while you must disclose an incident of sexual violence or sexual assault to obtain support services or appropriate accommodations from the College, you are not required to file a formal complaint. [Accommodations can be made for incidents of sexual violence regardless whether they occur on campus, off campus or at College sanctioned events depending on the specific nature and circumstances of the incident. There is no timeline by which complaints must be disclosed. However, early reporting can lead to supporting a survivor earlier and possibly a better ability to investigate the incident.](#)

If you choose to file a formal complaint, Security Services can assist you with filing a complaint. If the alleged perpetrator is another member of the College community, you may file a complaint under this Policy.

Individuals who have been affected by sexual assault/sexual violence may also wish to press charges under the Criminal Code. These College services can also assist you with contacting the local Police. Individuals who have been affected by sexual assault/sexual violence may also wish to exercise their rights to contact the Police at any time to press charges under the *Criminal Code*.

More information on filing a complaint can be found at: <https://www.algonquincollege.com/safety-security-services/home/accident-incident-report-on-line-form/>

It is often difficult to disclose and report incidents of sexual assault/sexual violence. It is entirely up to you if you choose to report the incident; however, we strongly encourage you to do so.

#### **5. Complaint Process and Investigations**

A complaint of sexual assault/sexual violence can be filed under this Policy by any member of the College community.

The College will seek to achieve procedural fairness in dealing with all complaints. As such, no sanction and/or disciplinary action will be taken against a person or group without their knowledge where there is an alleged breach of this Policy. Respondents will be given reasonable notice, with full detail of the allegations and provided with an opportunity to answer to the allegations made against them.

##### **5.1. Protection from Reprisals, Retaliation or Threats:**

No person shall threaten to retaliate, retaliate or engage in reprisals against a complainant or other individual for:

- having pursued rights, participated in an investigation or been associated with any person who has pursued rights under this Policy, the Ontario *Human Rights Code*, or any related federal or provincial legislation.

Anyone engaged in such conduct may be subject to sanctions and/or discipline.

##### **5.2.1.1 Interim Measures to Protect Complainants**

The rights and privileges of a respondent may be restricted by the College before it makes a final

determination about the alleged misconduct. For example, a respondent may be moved from Residence, restricted from entering certain parts of campus and restricted from attending class.

Such “interim measures” will be imposed only as necessary to meet the needs of complainants and persons who report incidents of sexual violence or otherwise under the College’s Student Conduct Policy SA07. Where possible, the College will also take steps to minimize the impact of interim measures on respondents.

Interim measures are not punishment and do not represent a finding of misconduct. The College may impose interim measures immediately, without a hearing. Respondents may ask the College to review a decision to impose interim measures, but only to address the impact of the imposed measure and the preference for other alternatives.

### **5.2 Right to Withdraw a Complaint**

A complainant has the right to withdraw a complaint at any stage of the process. However, the College may continue to act on the issue identified in the complaint in order to comply with its obligation under this Policy and/or its legal obligations.

### **5.3 Unsubstantiated or Vexatious Complaints**

If a person, in good faith, discloses or files a sexual assault/sexual violence complaint that is not supported by evidence gathered during an investigation, that complaint will be dismissed.

However, disclosures or complaints that are found following investigation to be frivolous, vexatious or bad faith complaints, that is, are made to purposely annoy, embarrass or harm the respondent, may result in sanctions and/or discipline against the complainant. The range of College support services are also available to employees or students who may be adversely impacted by a vexatious complaint.

## **6. What to Do if Someone Discloses Allegations of Sexual Assault/Sexual Violence:**

A survivor of sexual assault/sexual violence may choose to disclose their assault to a member of the College community whom they trust, such as a classmate, instructor, professor, coach, or Residence employee. They may disclose for a number of valid reasons, including:

- concern for their own safety or the safety of other potential victims;
- a need for psychological, emotional or medical support;
- a desire for justice;
- a request for academic accommodation.

A supportive response involves:

- listening without judgement and accepting the disclosure as true;
- communicating that sexual assault/sexual violence is never the responsibility of the survivor;
- helping the individual identify and/or access available on- or off-campus services, including emergency medical care and counselling;

- respecting the individual's right to choose the services they feel are most appropriate and to decide whether to report to the police or College authorities.
- recognizing that disclosing can be traumatic and an individual's ability to recall the events may be limited;
- respecting the individual's choices as to what and how much they disclose about their experience; and
- making every effort to respect confidentiality and anonymity.

If disclosure is made to an employee by a student seeking support or academic accommodation [for a significant life event](#), the employee should refer the student to Counselling Services (Ottawa Campus: (613) 727-4723 ext. 7200, Perth Campus: (613) 267-2859 ext. 5610, Pembroke Campus: 613-735-4700 ext. 2804) or Health Services (Ottawa Campus: 613-727-4723 ext. 7222, Perth Campus: 613-267-2859 ext. 6546, Pembroke Campus (613-735-4700 ext. 2748) to ensure that the student receives all appropriate supports and to receive guidance regarding the provision of appropriate academic and/or other accommodations.

[Significant life event accommodations are recommended by Counselling Services, and not to be confused with disability related accommodations, which are recommended by the Centre for Accessible Learning \(CAL\) and informed by the Ontario Human Rights Code.](#)

If a member of the College Community becomes aware of an allegation of sexual assault/sexual violence against another member of the College Community, the member of the College Community is required to report the alleged incident immediately, respecting the individual's rights from above by contacting Security Services at extension 5010. The matter will be addressed in accordance with the confidentiality provisions outlined above.

## **7. What to Do if You Become Aware of an Incident of Sexual Assault/Sexual Violence**

Becoming aware of an incident of sexual assault/sexual violence includes situations where you have witnessed an incident and circumstances where an incident has been disclosed to you.

If you are a student and witness sexual assault/sexual violence we encourage you to contact Security Services at ext. 5010 who can assist you by providing relevant support, resources and options.

A number of other resources are available to you, including:

- Security Services  
**Ottawa Campus:** 613- 727-4723 ext. 5010  
**Perth Campus:** (613) 267-2859 ext. 5010  
**Pembroke Campus:** 613-735-4700 ext. 2739
- Counseling Services  
**Ottawa Campus:** 613-727-4723 ext. 7200  
**Perth Campus:** 613-267-2859 ext. 5610  
**Pembroke Campus:** 613-735-4700 ext. 2804
- Health Services  
**Ottawa Campus:** 613-727-4723 ext. 7222  
**Perth Campus:** 613-267-2859 ext. 6546

**Pembroke Campus:** 613-735-4700 ext. 2748

Resources and information are also available at

[www.algonquincollege.com/sexualassault/](http://www.algonquincollege.com/sexualassault/)<http://www.algonquincollege.com/projectlighthouse/>.

If a member of faculty or staff of the College becomes aware of an allegation of sexual assault or sexual violence against another member of the College community, the faculty or staff is required to immediately report the alleged incident to Security Services immediately by contacting ext. 5010.

#### **8. Communicating with Individuals who have been Affected by Sexual Assault/Sexual Violence**

Sensitive and timely communication with individuals who have been affected by sexual assault/sexual violence and their family members (when an individual consents to this communication) is a central part of the College's first response to sexual assault/sexual violence. To facilitate communication, the College will:

- Ensure that employees in the designated departments, who are knowledgeable about sexual violence, are responsible for advocacy on campus on behalf of employees, students or any other member of the College community who have been affected by sexual violence;
- Ensure designated employees respond in a prompt, compassionate, and personalized fashion; and
- Ensure that the person who has been affected by sexual assault/sexual violence and the respondent are provided with reasonable updates [in writing](#) about the status of the College's investigation of the incident when such investigations are undertaken.

#### **9. Roles and Responsibilities of the College Community**

While everyone on campus has a role to play in responding to incidents of sexual assault/sexual violence, some campus members will have specific responsibilities which might include:

- Provision of awareness and prevention strategies related to sexual assault/sexual violence and promotion of a culture of safety, support and openness that diminishes sexual aggression and survivor blaming;
- On-campus supports to provide psychological and emotional support, assistance with safety planning and referrals to other services, including medical services;
- The responsibility of faculty, staff and administrators to facilitate academic accommodations and other needs of those who have been affected by sexual violence, e.g., extensions on assignments, continuing studies from home, and dropping courses;
- The responsibility of Residence staff to facilitate safe living arrangements to the best of our abilities;
- The responsibility of Human Resources to assist with any incidents relating to employees; and
- The responsibility of Security to assist with investigations and gathering evidence, to implement measures to reduce sexual assault/sexual violence on campus, and to collaborate with local police where appropriate.

Information about these resources is available by using this link:

<http://www.algonquincollege.com/sexualassaultprojectlighthouse/>

## **10. How Will the College Respond to a Report of Sexual Assault/sexual violence?**

Where a complaint of sexual assault/sexual violence has been reported to the College, the College will exercise care to protect and respect the rights and confidentiality [and privacy](#) of both the complainant and the respondent. The College understands that individuals who have experienced or been affected by sexual assault/sexual violence may wish to control whether and how their experience will be dealt with by the police and/or the College. In most circumstances, the person will retain this control. However, in certain circumstances, the College may be required to initiate an internal investigation and/or inform the police of the need for a criminal investigation, even without the survivor's consent, if the College believes that the safety of other members of the College community is at risk. [The Circle of Care Committee will review each case and make recommendations to senior College Officials about appropriate next steps in such cases.](#) The confidentiality and anonymity of the person(s) affected will be made a priority in these circumstances, [but anonymity cannot be guaranteed if there is a significant risk to the wider College community or the general public.](#)

A report of sexual assault/sexual violence may also be referred to the police, or to other community resources at the complainant's request, where the persons involved are not members of the College community or otherwise, where appropriate.

### **A. Where the Respondent is a Student**

Sexual assault/sexual violence is a violation of policy [SA07 "Student Conduct"](#). It is considered a serious offence and will be addressed in a manner which is consistent with other serious offences. Please see SA07 for more details regarding disciplinary process.

### **B. Where the Respondent is an Employee**

Sexual assault/sexual violence may be a violation of policies [HR18 "Employee Code of Conduct"](#), [HR21 "Staff/Student Personal Relationships"](#), [HR22 "Respectful Workplace"](#) or [HS03 "Workplace Violence Prevention"](#). Allegations against employees will be addressed in accordance with the procedures set out in this Policy, and in any applicable collective agreement, and/or other College policies. If the complaint is sustained following an investigation, the College will decide on the appropriate disciplinary actions consistent with any applicable collective agreement and/or policies regarding discipline. [Allegations by one employee against another are not covered by this policy, SA16, but by the policies listed above.](#)

### **C. Where the Respondent is not a Student or Employee**

Contractors, suppliers, volunteers or visitors who attend on campus will be subject to complaints if they engage in prohibited conduct. Where a complaint against the respondent is substantiated, the College will take appropriate action.

All contractual relationships entered into by the College will be governed by a standard contract compliance clause stating that contractors must comply with College policies, including co-operating in investigations. Breach of the clause may result in penalties, cancellation, or other sanctions.

### **D. Multiple Proceedings**

Where criminal and/or civil proceedings are commenced in respect of the allegations of sexual assault/sexual violence, the College shall conduct its own independent investigation into such

allegations, and will make its own determination in accordance with its policies and procedures. Where there is an ongoing criminal investigation, the College will cooperate with the local police.

**E. Immunity Clause for Minor Substance Use**

The College recognizes that some individuals may be hesitant to disclose or report sexual violence in cases where they have been drinking while underage or using drugs at the time the sexual offense took place. A survivor or community member acting in good faith who discloses or reports sexual violence will not be subject to penalties for violation of Algonquin College's policy related to drug and alcohol use at the time that the sexual violence took place.



## SA16: Appendix 2 – Ottawa, Pembroke and Perth Campus Supports / Academic Accommodations

<u>ALGONQUIN COLLEGE</u> <u>RESOURCES</u>	
<b>Algonquin College Project Lighthouse</b> <a href="https://www.algonquincollege.com/projectlighthouse/">https://www.algonquincollege.com/projectlighthouse/</a>	
OTTAWA CAMPUS SUPPORTS	
<b>Student Support Services – Student Distress Line</b> Welcome Centre – 3 <sup>rd</sup> floor, Student Commons (Building E) 613-727-4723, ext. 7300 <a href="http://www.algonquincollege.com/studentsupportservices/support-students-crisis">www.algonquincollege.com/studentsupportservices/support-students-crisis</a> <a href="https://www.algonquincollege.com/studentsupportservices/support-students-crisis/">https://www.algonquincollege.com/studentsupportservices/support-students-crisis/</a>	<b>Counselling Services</b> Welcome Centre – 3 <sup>rd</sup> floor, Student Commons (Building E) 613-727-4723, ext. 7200 <a href="http://www.algonquincollege.com/counselling">www.algonquincollege.com/counselling</a>
<b>Health Services</b> Room C141 613-727-4723, ext. 7222 <a href="http://www.algonquincollege.com/healthservices">http://www.algonquincollege.com/healthservices</a>	<b>Security Services</b> Room C218 Emergency: 613-727-4723 ext. 5000 Non-Emergency: 613-727-4723 ext. 5010 <a href="http://www.algonquincollege.com/safety-security-services">www.algonquincollege.com/safety-security-services</a> <a href="http://www.algonquincollege.com/safety-security-services">www.algonquincollege.com/safety-security-services</a>
<b>Mamidosewin Aboriginal Students' Centre</b> Room E122 613-727-4723, ext. 7186 <a href="http://www.algonquincollege.com/mamidosewin">http://www.algonquincollege.com/mamidosewin</a>	<b>Pride Centre</b> Room B102 <a href="http://www.algonquinsa.com/services/sa-services/pride-centre">http://www.algonquinsa.com/services/sa-services/pride-centre</a> <a href="https://www.algonquinsa.com/getinvolved/wellness/">https://www.algonquinsa.com/getinvolved/wellness/</a>
PEMBROKE CAMPUS SUPPORTS	
<b>Counselling Services</b> Room 138 613-735-4700 ext. 2804 <a href="http://www.algonquincollege.com/pembroke/counselling">http://www.algonquincollege.com/pembroke/counselling</a>	<b>Health Services</b> Room 127 613-735-4700 ext. 2748 <a href="http://www.algonquincollege.com/pembroke/health-services">www.algonquincollege.com/pembroke/health-services</a> <a href="http://www.algonquincollege.com/safety-security-services">www.algonquincollege.com/safety-security-services</a>
<b>Security Services</b> Room 112 613-735-4700 ext. 2739	
PERTH CAMPUS SUPPORT	
<b>Counselling Services</b> Room 110 613-267-2859 ext.5610 <a href="http://www.algonquincollege.com/perth/school-home/current/counselling">www.algonquincollege.com/perth/school-home/current/counselling</a>	<b>Health Services</b> Room 111 613-267-2859 ext. 6546 <a href="http://www.algonquincollege.com/perth/school-home/current/perth-campus-health">www.algonquincollege.com/perth/school-home/current/perth-campus-health</a>

<a href="http://www.algonquincollege.com/perth/school-home/current/counselling-services">serviceswww.algonquincollege.com/perth/school-home/current/counselling-services</a>	<a href="https://www.algonquincollege.com/perth/current/perth-campus-health-services/">serviceshttps://www.algonquincollege.com/perth/current/perth-campus-health-services/</a>
<b>Security Services</b> Ottawa Campus 1-613-727-4723 ext.5000	<b>Student Support Services – Student Distress Line</b> Ottawa Campus 1-613-727-4723 ext. 7300

**All Campuses - Academic Accommodations**

Should the survivor require an academic accommodation (defer or reschedule assignment(s), text(s), exam(s), any of the supports listed above can assist in arranging with the appropriate academic department or the survivor may wish to consult directly with their program coordinator, academic chair or dean who will make the necessary arrangements, maintaining the confidentiality of the reason for the academic accommodation.

An academic accommodation will be made based on the best options for the survivor to successfully complete the academic requirements of their course or program.

Additional information about the resources and support services is available below; or you can use this link to go directly to the resources <https://www.algonquincollege.com/projectlighthousesexualassault/>.

## SA16: Appendix 3 – Canadian and Provincial Supports and Resources

**If you are in immediate danger, call 911**

<b>CANADIAN AND PROVINCIAL SUPPORTS AND RESOURCES</b>		
<b>Assaulted Women’s Helpline</b> <a href="http://www.awhl.org">http://www.awhl.org</a> Toll Free: 1-866-863-0511 Mobile: #SAFE (#7233)	<b>Good2Talk</b> <a href="https://good2talk.ca">https://good2talk.ca</a> 1-866-925-5454	
<b>211 Ontario</b> <a href="https://211ontario.ca/">https://211ontario.ca/</a> Dial - 211	<b>Male Survivors of Sexual Abuse</b> 1-866-887-0015	
<b>Trans Life Line</b> <a href="http://www.translifeline.org">www.translifeline.org</a> 1-877-330-6366	<b>Shelter Safe</b> <a href="https://www.sheltersafe.ca">https://www.sheltersafe.ca</a>	
<b>Ontario Coalition of Rape Crisis Centres</b> <a href="https://sexualassaultsupport.ca">https://sexualassaultsupport.ca</a>		
<b>OTTAWA COMMUNITY SUPPORTS AND RESOURCES</b>		
<b>Ottawa Police – Sexual Assault and Child Abuse Unit</b> <a href="http://Ottawa Police Service">Ottawa Police Service</a> 9-1-1 or 613-236-1222, ext. 5944	<b>Ottawa Rape Crisis Centre</b> <a href="http://www.orcc.net">www.orcc.net</a> 613-562-2333	<b>The Ottawa Hospital – Sexual Assault &amp; Partner Abuse Care Program</b> Emergency Department: Civic Campus – 1053 Carling Avenue 613-798-5555 ext. 13770
Wabano Centre for Aboriginal Health <a href="http://www.wabano.com">www.wabano.com</a> 613-748-0657	<b>Minwaashin Lodge</b> <a href="https://www.minlodge.com">https://www.minlodge.com</a> 613-789-1141	<b>Sexual Assault Support Centre of Ottawa</b> <a href="https://sascottawa.com">https://sascottawa.com</a> 24 hr. Support Line: 613-234-2266
<b>Ottawa Distress Centre</b> <a href="http://www.dcottawa.on.ca">www.dcottawa.on.ca</a> 613-238-3311	<b>CALACS Francophone d’Ottawa</b> <a href="http://www.calacs.ca">www.calacs.ca</a> 613-789-9117	<b>Immigrant Women Services of Ottawa</b> <a href="https://www.immigrantwomenservices.com">https://www.immigrantwomenservices.com</a> 613-729-3145
<b>Ottawa Coalition to End Violence Against Women</b> <a href="https://www.octevaw-cocvff.ca">https://www.octevaw-cocvff.ca</a>	<b>Youth Services Bureau Crisis Line</b> <a href="https://www.ysb.ca">https://www.ysb.ca</a> chat.ysb.ca 613-260-2360	<b>Men and in Healing</b> <a href="https://menandhealing.ca">https://menandhealing.ca</a> 613-482-9363

<b>PEMBROKE COMMUNITY SUPPORT AND RESOURCES</b>	
<b>Ontario Provincial Police</b> <a href="https://www.opp.ca">https://www.opp.ca</a> Emergency: 9-1-1 Non-Emergency: 1-888-310-1122 TTY: 1-888-310-1133	<b>Pembroke Regional Hospital</b> 613-732-2811 705 Mackay St. Pembroke
<b>Women’s Sexual Assault Centre for Renfrew County</b> <a href="http://www.wsac.ca">http://www.wsac.ca</a> / <a href="https://wsac.ca">https://wsac.ca</a> 613-735-5551 1-800-663-3060	<b>Eastern Ontario Crisis Line</b> <a href="https://crisisline.ca">https://crisisline.ca</a> 1-866-996-0991
<b>PERTH COMMUNITY SUPPORT AND RESOURCES</b>	
<b>Ontario Provincial Police</b> <a href="https://www.opp.ca">https://www.opp.ca</a> Non-Emergency: 613-267-2626 1-888-310-1122 TTY:1-888-310-1133	<b>Perth and Smith Falls District Hospital – Sexual Assault and Domestic Violence Program</b> <a href="https://psfdh.on.ca/services/specialty-services/lanark-county-sexual-assault-domestic-violence-program/">https://psfdh.on.ca/services/specialty-services/lanark-county-sexual-assault-domestic-violence-program/</a> <a href="http://www.psfhdh.on.ca">www.psfhdh.on.ca</a> <b>PSFD Hospital: 613-267-1500</b> <b>Program: 613-283-2330 ext. 1258</b>
<b>Sexual Assault and Domestic Violence Program</b> 613-283-2330 ext.1258	<b>Lanark County Interval House</b> <a href="https://lcih.org">https://lcih.org</a> 613-257-5960 1-800-267-7946 TTY: 613-257-1952
<b>End Abuse in Lanark</b> <a href="http://endabuseinlanark.ca/">http://endabuseinlanark.ca/</a>	<b>Lanark County Mental Health</b> <a href="https://www.lanarkmentalhealth.com">https://www.lanarkmentalhealth.com</a> Crisis Line: 613-283-2170

## SA16: Appendix 4 – Sexual Assault Centres (Ontario)

### Sexual Assault Centres (Ontario)

(Information provided by the Ontario Coalition of Rape Crisis Centres)

<i>Region in Ontario</i>	<i>Sexual Assault Centre</i>	<i>24-hr Crisis Line</i>	<i>Office Phone</i>
Algoma (Sault Ste. Marie)	Women In Crisis Algoma	1-877-759-1230	705-759-1230
Belleville-Quinte	Sexual Assault Centre for Quinte & District	1-877-544-6424	613-967-6300
Brant	Sexual Assault Centre of Brant	519-751-3471	519-751-1164
Bruce County	Women's House Serving Bruce and Grey: Sexual Assault Services	1-866-578-5566	519-372-1113
Chatham-Kent	Chatham-Kent Sexual Assault Crisis Centre	519-354-8688	519-354-8908
Cornwall	<a href="#">Sexual Assault Support Services for Women, Cornwall</a>	English: 613-932-1603 French: 613-932-1705	613-932-1755
East Algoma (Elliot Lake)	Counselling Centre of East Algoma	1-800-721-0077	705-848-2585
Guelph-Wellington	Guelph-Wellington Women in Crisis	519-836-5710 1-800-265-7233	519-836-1110
Halton (Oakville)	Sexual Assault & Violence Intervention Services of Halton	905-875-1555	906-825-3622
Hamilton	Sexual Assault Centre Hamilton & Area (SACHA)	905-525-4162	905-525-4573
Kawartha (Peterborough & Area)	Kawartha Sexual Assault Centre	705-741-0260	705-748-5901
Kenora	Kenora Sexual Assault Centre	807-468-7233 1-800- 565-6161	807-468-7958
Kingston	Sexual Assault Centre Kingston	613-544-6424 1-877-544-6424	613-545-0762
Waterloo	Sexual Assault Support Centre of Waterloo Region	519-741-8633	519-571-0121
London-Middlesex	Sexual Assault Centre London	<a href="tel:519-642-3000">519-642-3000</a> <del><a href="tel:1-800-265-1576">1-800-265-1576</a></del> <del><a href="tel:519-438-2272">519-438-2272</a></del> <del><a href="tel:1-877-529-2272">1-877-529-2272</a></del>	519-439-0844
Muskoka	<a href="#">Athena's Sexual Assault Counselling &amp; Advocacy Centre</a>	705-737-2008 1-800-987-0799	705-737-2884
Niagara	Niagara Region Sexual Assault Centre	905-682-4584	905-682-7258
Nipissing	Amelia Rising Sexual Assault Centre of Nipissing	705-476-3355	705-840-2403
Oshawa-Durham	Oshawa-Durham Rape Crisis Centre	905-668-9200	905-444-9672
Ottawa SASC	<a href="#">Sexual Assault Support Centre of Ottawa</a>	613-234-2266	613-725-2160
Ottawa RCC	Ottawa Rape Crisis Centre	613-562-2333	613-562-2334
Peel	Hope 24/7: Sexual Assault Centre of Peel	1-800-810-0180	905-792-0821

<b>Region in Ontario</b>	<b>Sexual Assault Centre</b>	<b>24-hr Crisis Line</b>	<b>Office Phone</b>
<b>Renfrew</b>	<a href="#">Women's Sexual Assault Centre of Renfrew County</a>	1-800-663-3060	613-735-5551
<b>Sarnia-Lambton</b>	<a href="#">Sexual Assault Survivors' Centre Sarnia-Lambton</a>	519-337-3320	519-337-3154
<b>Sudbury</b>	<a href="#">Voices for Women Sudbury</a>		705-523-7100 ext. 2647
<b>Thunder Bay</b>	<a href="#">Thunder Bay Sexual Abuse &amp; Sexual Assault Counselling &amp; Crisis Centre</a>	807-344-4502	807-345-0894
<b>Timmins</b>	<a href="#">Timmins and Area Women in Crisis</a>	1-877-268-8380	705-268-8381
<b>Toronto</b>	<a href="#">Multicultural Women Against Rape/Toronto Rape Crisis Centre</a>	(416) 597-8808	416-597-1171
<b>Windsor-Essex</b>	<a href="#">Sexual Assault Crisis Centre of Essex County</a>	519-253-9667	519-253-3100
<b>York</b>	<a href="#">Women's Support Network of York Region</a>	1-800-263-6734 905-895-7313	905-895-3646

## SA16: Appendix 5 – ~~Dispelling the Myths and Misconceptions About Sexual Assault/Violence~~ Domestic Violence Treatment Centres (Ontario)

### Sexual Assault/Domestic Violence Treatment Centres (Ontario)

*(Information provided by the Ontario Network of Sexual Assault and Domestic Violence Treatment Centres)*

<u>Region in Ontario</u>	<u>Sexual Assault/Domestic Violence Treatment Centre</u>	<u>Hospital Location</u>	<u>Phone</u>
<a href="#">Brantford (Brant County)</a>	<a href="#">Sexual Assault/Domestic Violence Care Team</a>	<a href="#">Brantford General Hospital</a>	<a href="#">519.751.5544 x4449</a>
<a href="#">Brockville (Leeds And Grenville)</a>	<a href="#">Assault Response &amp; Care Centre of Leeds and Grenville</a>	<a href="#">Brockville General Hospital</a>	<a href="#">613.345.3881</a>
<a href="#">Burlington</a>	<a href="#">Nina's Place</a>	<a href="#">Joseph Brant Hospital</a>	<a href="#">905.632.3737x5708</a>
<a href="#">Chatham-Kent</a>	<a href="#">Sexual Assault/Domestic Violence Treatment Centre</a>	<a href="#">Chatham–Kent Health Alliance</a>	<a href="#">519.352.6400x6382</a>
<a href="#">Cornwall (Stormont, Dundas, Glengarry)</a>	<a href="#">Assault and Sexual Abuse Program (ASAP)</a>	<a href="#">Cornwall Community Hospital</a>	<a href="#">613-938-4240, ext. 4202</a>
<a href="#">Dryden</a>	<a href="#">Sexual Assault/Domestic Violence Program</a>	<a href="#">Dryden Regional Health Centre</a>	<a href="#">807-223-7427</a>
<a href="#">Durham Region (Oshawa, Algoma)</a>	<a href="#">Durham Region Domestic Violence/Sexual Assault Care Centre</a>	<a href="#">Lakeridge Health Oshawa</a>	<a href="#">905 576-8711 ext. 3286</a>
<a href="#">Guelph</a>	<a href="#">Guelph–Wellington County Sexual Assault/Domestic Violence Treatment Centre</a>	<a href="#">Guelph General Hospital</a>	<a href="#">519-837-6440, ext. 2728</a>
<a href="#">Hamilton</a>	<a href="#">Sexual Assault/Domestic Violence Care Centre</a>	<a href="#">McMaster University Medical Centre</a>	<a href="#">905-521-2100, ext. 73557</a>
<a href="#">Kenora</a>	<a href="#">Sexual Assault/Partner Abuse Program</a>	<a href="#">Lake of The Woods District Hospital</a>	<a href="#">807-468-9861, ext. 2432</a>
<a href="#">Kingston</a>	<a href="#">Sexual Assault/Domestic Violence Program</a>	<a href="#">Kingston General Hospital, Kingston Health Sciences Centre</a>	<a href="#">613-549-6666, ext. 4880</a>
<a href="#">Lanark County</a>	<a href="#">Lanark County Sexual Assault/Domestic Violence Program</a>	<a href="#">The Emergency Departments at: Perth and Smiths Falls District Hospitals, Carleton Place &amp; District Memorial Hospital and the Almonte General Hospital</a>	<a href="#">613-283-2330, ext. 1258</a>
<a href="#">London</a>	<a href="#">Regional Sexual Assault and Domestic Violence Treatment Centre</a>	<a href="#">St. Joseph's Hospital</a>	<a href="#">519-646-6100, ext. 64224</a>
<a href="#">Mississauga</a>	<a href="#">Chantel's Place</a>	<a href="#">Mississauga Hospital Site</a>	<a href="#">905-848-7580, ext. 2548</a>
<a href="#">Niagara Region (St. Catharines)</a>	<a href="#">Sexual Assault/Domestic Violence Treatment Program</a>	<a href="#">Niagara Health System, St. Catharines General Site</a>	<a href="#">905-378-4647, ext. 45300</a>
<a href="#">North Bay</a>	<a href="#">Sexual Assault Domestic Violence Program</a>	<a href="#">North Bay Regional Health Centre</a>	<a href="#">705-474-8600, ext. 4478</a>



<a href="#">Orangeville</a>	<a href="#">Headwater Sexual Assault and Domestic Violence Care and Treatment Program</a>	<a href="#">Headwaters Health Care Centre</a>	<a href="#">519-941-2702, ext. 2519</a>
<a href="#">Orillia (Simcoe County, Muskoka)</a>	<a href="#">Regional Sexual Assault and Domestic Violence Treatment Centre</a>	<a href="#">Orillia Soldiers' Memorial Hospital</a>	<a href="#">1-877-377-7438</a>
<a href="#">Ottawa</a>	<a href="#">Sexual Assault Partner Abuse Care Program</a>	<a href="#">The Ottawa Hospital, Civic Campus Emergency Department</a>	<a href="#">613-798-5555, ext. 13770</a>
<a href="#">Ottawa Pediatric</a>	<a href="#">Ottawa Pediatric Sexual Assault</a>	<a href="#">Children's Hospital of Eastern Ontario</a>	<a href="#">613-737-7600, ext. 2939</a>
<a href="#">Owen Sound</a>	<a href="#">Sexual Assault and Partner Abuse Care Centre</a>	<a href="#">The Grey Bruce Regional Health Centre</a>	<a href="#">519-376-2121, ext. 2458</a>
<a href="#">Peterborough</a>	<a href="#">Sexual Assault/Domestic Violence Care Centre</a>	<a href="#">Women's Health Care Centre, Peterborough Regional Care Centre</a>	<a href="#">705-743-4132</a>
<a href="#">Renfrew County</a>	<a href="#">Regional Assault Care Program</a>	<a href="#">Renfrew Victoria Hospital</a>	<a href="#">613-432-4851, ext. 818</a>
<a href="#">Sarnia</a>	<a href="#">Sexual Assault/Domestic Assault Treatment Centre</a>	<a href="#">Bluewater Health</a>	<a href="#">519-464-4522</a>
<a href="#">Sault Ste Marie</a>	<a href="#">Sexual Assault Care Centre/Partner Assault Clinic</a>	<a href="#">Sault Area Hospital</a>	<a href="#">705-759-5143</a>
<a href="#">Scarborough (Toronto, Rouge Valley)</a>	<a href="#">Sexual Assault/Domestic Violence Care Centre</a>	<a href="#">Scarborough and Rouge Hospital</a>	<a href="#">416-495-2555</a>
<a href="#">Sioux Lookout (Alcona, Hudson, Pickle Lake)</a>	<a href="#">Sexual Assault Care and Domestic Violence Treatment Program</a>	<a href="#">Sioux Lookout Meno Ya Win Health Centre</a>	<a href="#">807-737-6565</a>
<a href="#">Sudbury</a>	<a href="#">Violence Intervention &amp; Prevention Program</a>	<a href="#">Health Sciences North</a>	<a href="#">705-675-4743</a>
<a href="#">Thunder Bay</a>	<a href="#">Sexual Assault/Domestic Violence Program</a>	<a href="#">Thunder Bay Regional HSC</a>	<a href="#">807-684-6750</a>
<a href="#">Toronto</a>	<a href="#">Sexual Assault/Domestic Violence Care Centre</a>	<a href="#">Women's College Hospital</a>	<a href="#">416-323-6040</a>
<a href="#">Toronto Pediatric</a>	<a href="#">Suspected Child Abuse and Neglect Program (SCAN)</a>	<a href="#">The Hospital For Sick Children</a>	<a href="#">416-813-6275</a>
<a href="#">Trenton</a>	<a href="#">Domestic Violence/Sexual Assault Response Program</a>	<a href="#">Quinte Health Care - Trenton Site</a>	<a href="#">613-392-2540 ext. 5024</a>
<a href="#">Waterloo (Kitchener)</a>	<a href="#">Waterloo Region Sexual Assault/Domestic Violence Treatment Centre</a>	<a href="#">St. Mary's General Hospital</a>	<a href="#">519-749-6994</a>
<a href="#">Windsor</a>	<a href="#">Sexual Assault/Domestic Violence and Safekids Care Centre</a>	<a href="#">Windsor Regional Hospital Metropolitan Campus</a>	<a href="#">519-255-2234</a>
<a href="#">York Region (Toronto, Richmond Hill)</a>	<a href="#">Domestic Abuse and Sexual Assault Care Centre</a>	<a href="#">Mackenzie Health</a>	<a href="#">905-832-1406, ext. 2</a>

## SA16: Appendix 65 – Dispelling the Myths and Misconceptions About Sexual Assault

### Dispelling the Myths and Misconceptions About Sexual Assault

#### Use of the term “Rape” in the context of Sexual Violence

This policy refers to the offence of sexual assault to align with the current offence contained in the Criminal Code. The word “rape” is no longer used in criminal statutes in Canada. The term was replaced many years ago to acknowledge that sexual violence is not about sex but is about acts of psychological and physical violence. The term “sexual assault” provides a much broader definition and criminalizes unwanted behaviour such as touching and kissing as well as unwanted oral sex and vaginal and anal intercourse. Although the term no longer has a legal meaning in Canada, the term rape is still commonly used.

Source: “Developing a Response to Sexual Violence: A Resources Guide for Ontario’s Colleges and Universities”: January, 2013

Myths	Facts
It wasn't rape, so it wasn't sexual violence.	Sexual assault and sexual violence encompasses a broad range of unwanted sexual activity. Any unwanted sexual contact is considered to be sexual violence. A survivor can be severely affected by all forms of sexual violence, including unwanted fondling, rubbing, kissing, or other sexual acts. Many forms of sexual violence involve no physical contact, such as stalking or distributing intimate visual recordings. All of these acts are serious and can be damaging.
Sexual assault can't happen to me or anyone I know.	Sexual assault can and does happen to anyone. People of all socioeconomic and ethnic backgrounds are victims of sexual assault, but the vast majority of sexual assaults happen to women and girls. Young women, Aboriginal women and women with disabilities are at greater risk of experiencing sexual assault.
Sexual assault is most often committed by strangers.	Someone known to the victim, including acquaintances, dating partners, and common-law or married partners, commit approximately 75 per cent of sexual assaults.
Sexual assault is most likely to happen outside in dark, dangerous places.	The majority of sexual assaults happen in private spaces like a residence or private home.
If an individual doesn't report to the police, it wasn't sexual assault.	Just because a victim doesn't report the assault doesn't mean it didn't happen. Fewer than one in ten victims report the crime to the police.
It's not a big deal to have sex with someone while they are drunk, stoned or passed out.	If a person is unconscious or incapable of consenting due to the use of alcohol or drugs, they cannot legally give consent. Without consent, it is sexual assault.

Myths	Facts
If the person chose to drink or use drugs, then it isn't considered sexual assault.	This is a prominent misconception about sexual assault. No one can consent while drunk or incapacitated.
If the victim didn't scream or fight back, it probably wasn't sexual assault.  If the victim does not fight back, the sexual assault is their fault.	When an individual is sexually assaulted they may become paralysed with fear and be unable to fight back. The person may be fearful that if they struggle, the perpetrator will become more violent.
If you didn't say no, it must be your fault.	People who commit sexual assault/abuse are trying to gain power and control over their victim. They want to make it extremely difficult, if not impossible, for their victim to say no. A person does not need to actually say the word "no" to make it clear that they did not want to participate. The focus in consent is on hearing a "yes".
If a woman isn't crying or visibly upset, it probably wasn't a serious sexual assault.	Every woman responds to the trauma of sexual assault differently. She may cry or she may be calm. She may be silent or very angry. Her behaviour is not an indicator of her experience. It is important not to judge a woman by how she responds to the assault.
If someone does not have obvious physical injuries, like cuts or bruises, they probably were not sexually assaulted.	Lack of physical injury does not mean that a person wasn't sexually assaulted. An offender may use threats, weapons, or other coercive actions that do not leave physical marks. The person may have been unconscious or been otherwise incapacitated.
If it really happened, the victim would be able to easily recount all the facts in the proper order.	Shock, fear, embarrassment and distress can all impair memory. Many survivors attempt to minimize or forget the details of the assault as a way of coping with trauma. Memory loss is common when alcohol and/or drugs are involved.
Individuals lie and make up stories about being sexually assaulted; and most reports of sexual assault turn out to be false.	According to Statistics Canada, fewer than one in 10 sexual assault victims report the crime to the police. Approximately 2% of sexual assault reports are false.  The number of false reports for sexual assault is very low. Sexual assault carries such a stigma that many people prefer not to report.
Persons with disabilities don't get sexually assaulted.	Individuals with disabilities are at a high risk of experiencing sexual violence or assault. Those who live with activity limitations are over two times more likely to be victims of sexual assault than those who are able-bodied.
A spouse or significant other cannot sexually assault their partner.	Sexual assault can occur in a married or other intimate partner relationship. The truth is, sexual assault occurs ANY TIME there is not consent for sexual activity of any kind. Being in a relationship does not exclude the possibility of, or justify, sexual assault. A person has the right to say "no" at ANY point.
People who are sexually assaulted "ask for it" by their	This statement couldn't be more hurtful or wrong. Nobody deserves to be sexually assaulted. Someone has deliberately chosen to be violent

<b>Myths</b>	<b>Facts</b>
provocative behaviour or dress.	toward someone else; to not get consent. Nobody asks to be assaulted. Ever. No mode of dress, no amount of alcohol or drugs ingested, no matter what the relationship is between the survivor and the perpetrator or what the survivor's occupation is, sexual assault is always wrong.
Sexual assault only happens to women	Not true. The majority of sexual assaults are committed against women by men, but people of all genders, from all backgrounds have been/can be assaulted.
Sexual abuse of males is rare.	According to Statistics Canada, six per cent of males 15 or over reported that they had been affected by sexual victimization. Sexual assault/abuse occurs in every economic, ethnic, age and social group.
If you got aroused or got an erection or ejaculated you must have enjoyed it.	It is normal for your body to react to physical stimulation. Just because you became physically aroused does not mean that you liked it, or wanted it or consented in any way. If you've been affected by some physical pleasure, this does not take away the fact that sexual abuse happened or the effects or feelings of abuse.

## **SA16: Appendix 76 – “Developing a Response to Sexual Violence: A Resource Guide for Ontario’s Colleges and Universities”**

The “Developing a Response to Sexual Violence: A Resource Guide for Ontario’s Colleges and Universities” (January, 2013) can be accessed via the following link:

[http://www.citizenship.gov.on.ca/owd/english/ending-violence/campus\\_guide.shtml](http://www.citizenship.gov.on.ca/owd/english/ending-violence/campus_guide.shtml)

## **SA16: Appendix 8 – Sexual Violence Reporting Flowchart**

### Sexual Assault Flow Chart

Sexual Violence Reporting Flowchart: These guidelines will help Algonquin College employees understand their role and responsibilities for how to respond to disclosures of sexual assault.

Options for Survivors of Sexual Violence Flowchart: This flowchart will help those who have experienced sexual violence find resources to help them with their choices.

For your campus specific flow charts, please visit:  
<https://www.algonquincollege.com/projectlighthouse/flowcharts>

## SA16: Appendix 9 – Sexual Violence Prevention Resources

### Project Lighthouse

Project Lighthouse aims to shine light on the topic of sexual violence and help you navigate healthy sexual relationships. Through compassion, education, and awareness, this initiative aims to reduce sexual violence at Algonquin College and support survivors of sexual violence. Look for events and programming on campus to get involved. You can also view a list of on- and off-campus supports at the Ottawa, Pembroke, and Perth campuses.

For a full list of consent and sexual violence prevention resources, as well as events hosted by Project Lighthouse please visit <https://www.algonquincollege.com/projectlighthouse/>.

**3.3 Appendix C****SA16****Sexual Assault / Sexual Violence**

Classification:	Student Affairs
Responsible Authority:	Vice President Student Services
Executive Sponsor:	Vice President Finance and Administration
Approval Authority:	Algonquin College Board of Governors
Date First Approved:	2015-03-25
Date Last Reviewed:	2019-09-30
Mandatory Review Date:	2024-09-30

**PURPOSE**

All members of the Algonquin College community have a right to work, study and socialize in an environment that is free from any form of sexual assault/sexual violence. This document sets out our policy and response protocol to sexual assault/sexual violence. It ensures that the rights of those affected by sexual assault/sexual violence are respected and appropriately accommodated and ensures the College has a process of investigation that protects the rights of individuals and holds individuals who have committed an act of sexual assault/sexual violence accountable.

*This policy has been developed as part of a provincial initiative, coordinated by Colleges Ontario in 2015, to ensure a consistent approach to sexual assault / sexual violence across all Ontario Colleges.*

**SCOPE**

This policy applies to all members of the College Community, including students, employees of the College, staff of the Students' Association, contractors, clients, volunteers and visitors to the College.

This policy also applies to incidents of sexual assault and sexual violence involving a member of the College community that occur during out of country activities or off College property but has a real and substantial link to the College. This includes, but not limited to, incidents of sexual assault and sexual violence involving a member of the College community that occur off College property at:

- any College-sanctioned program or event and that may or may not pose a subsequent risk to the safety of member(s) of the College community while on College property; or
- any non-sanctioned program or event and that pose a subsequent risk to the safety of members of the College community, while on College property.

The application of this policy, under the foregoing, will be determined by the College on a case-by-case basis, with a view to ensuring the safety and well-being of members of the college community, while on College property.



## DEFINITIONS & RELEVANT TERMS

<b>Word/Term</b>	<b>Definition</b>
<b>Academic Accommodation</b>	Educational practices, systems and support services designed to accommodate functional challenges based on the best options for a student to successfully complete the academic requirements of their course or program.
<b>Anonymity</b>	Students can be assured of anonymity if they report sexual assault/sexual violence online and select the “anonymous” option. A student disclosing sexual assault/sexual violence to a College Official should understand that the information will be reported confidentially to Security Services and that confidentiality will be assured (with the understanding the College cannot investigate or follow up on an anonymous disclosure).
<b>Confidentiality</b>	The process of strict privacy guiding the College’s response to a disclosure of sexual violence. A student’s name and disclosure is known, but, only to those who need to know in order to conduct an investigation and/or provide support as per the students request.
<b>College Community</b>	Includes all students, employees of the College, staff of the Students’ Association, contractors, clients, volunteers and visitors to the College.
<b>College Official/ Persons in a position of authority</b>	This term is intended to refer to any College employee, not otherwise specifically identified by role who is duly authorized and empowered to carry out official College business / processes / functions / activities on behalf of the College and is acting, within this context, in the name of the College.
<b>Consent</b>	<p>The voluntary and explicit agreement to engage in the sexual activity in question. It is the act of clearly and willingly agreeing to engage in specific sexual behaviour, and requires that a person is able to freely choose between two options: yes and no. This means that there must be an understandable exchange of affirmative words which indicates a willingness to participate in mutually agreed upon sexual activity. It is also imperative that everyone understands the following:</p> <ul style="list-style-type: none"> <li>• Silence or non-communication must never be interpreted as consent and a person in a state of diminished judgment cannot consent.</li> <li>• A person is incapable of giving consent if asleep, unconscious or otherwise unable to communicate.</li> <li>• A person who has been threatened or coerced (i.e. is not agreeing voluntarily) into engaging in the sexual activity is not consenting to it in a willing and informed fashion.</li> <li>• A person who is incapacitated by drugs or alcohol is unable to consent.</li> <li>• A person’s ability to give consent may be compromised when incapacitated by drugs or alcohol.</li> <li>• A person may be unable to give consent if they have a mental disability preventing them from fully understanding the sexual acts.</li> </ul>

- The fact that consent was implied or given in the past to a sexual or dating relationship does not mean that consent is deemed to exist for any future sexual activity.
- Current or past flirtatious behaviour is not implied consent.
- A person can withdraw consent at any time during the course of a sexual encounter.
- A person is incapable of giving consent to a person in a position of trust, power or authority, such as, a faculty member initiating a relationship with a student who they teach, an administrator in a relationship with anyone who reports to that position.
- Consent cannot be given on behalf of another person.

It is the responsibility of the initiator of sexual activity to ensure clear and affirmative responses are communicated at all stages of sexual engagement. It is also the initiator's responsibility to know if the person they are engaging with sexually is a minor.

Note: For information purposes only, the Criminal Code defines "consent" as follows: The voluntary agreement to engage in the sexual activity in question. No consent is obtained, where;

- a) the agreement is expressed by the words or conduct of a person other than the complainant;
- b) the complainant is incapable of consenting to the activity;
- c) the accused induces the complainant to engage in the activity by abusing a position of trust, power or authority;
- d) the complainant expresses, by words or conduct, a lack of agreement to engage in the activity; or
- e) the complainant, having consented to engage in sexual activity, expresses, by words or conduct, a lack of agreement to continue to engage in the activity.

<b>Employee</b>	For the purposes of this policy, employee includes full-time employees and part-time employees, including bargaining unit members, management and non-unionized employees.
<b>Indecent Exposure</b>	The exposure of the private or intimate parts of the body in a lewd manner, when the perpetrator may be readily observed.
<b>Sexual assault</b>	A criminal offence under the <i>Criminal Code</i> of Canada. Sexual assault is any type of unwanted sexual act done by one person to another that violates the sexual integrity of the victim and involves a range of behaviours from unwanted touching to penetration.
<b>Sexual Exploitation</b>	Seeking benefit through the non-consensual or abusive sexual control over another.

**Sexual Harassment** Any unwanted or offensive sexual behavior that creates a hostile or stressful living, learning, or working environment. Examples of sexual harassment include:

- unwanted sexual advances
- unwanted or uninvited touching
- sexual retaliation or threats
- sexual jokes or comments
- sexual leering, whistling, or gestures
- the displaying of sexually suggestive images.

Sexual harassment can be a single incident or an ongoing pattern of behaviour.

**Sexual violence** Any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism and sexual exploitation.

**Student** Any person who is currently enrolled in a course or program at Algonquin College, or is in the process of enrolling in a course or program or who were enrolled in a course or program when an alleged incident(s) occurred.

**Voyeurism** Observing another in a sexual manner without consent and when they could reasonably expect privacy. This includes direct observation, through the use of an electronic or mechanical device, or through the use of a recording.

*The terms below are provided to enhance the context of the references to sexual violence, regardless whether they are used or further defined in this policy.*

**Acquaintance sexual assault** Sexual contact that is forced, manipulated, or coerced by a partner, friend or acquaintance.

**Age of consent for sexual activity** The age at which a person can legally consent to sexual activity. In Canada, children under 12 can never legally consent to sexual acts. Sixteen is the legal age of consent for sexual acts. There are variations on the age of consent for adolescents who are close in age between the ages of 12 and 16. Twelve and 13 year-olds can consent to have sex with other youth who are less than 2 years older than themselves. Youth who are 14 and 15 years old may consent to sexual involvement that is mutual with a person who is less than 5 years older. Youths 16 and 17 years old may legally consent to sexual acts with someone who is not in a position of trust or authority.

**Coercion** In the context of sexual assault/sexual violence, coercion is unreasonable and persistent pressure for sexual activity. Coercion is the use of emotional manipulation, blackmail, threats to family or friends, or the promise of rewards or special treatment, to persuade someone to do something they do not wish to do, such as being sexual or performing particular sexual acts.

<b>Drug-facilitated sexual assault</b>	The use of alcohol and/or drugs (prescription or non-prescription) by a perpetrator to control, overpower or subdue a survivor for purposes of sexual assault.
<b>Respondent</b>	The individual alleged of conducting an act of sexual assault or sexual violence.
<b>Stalking</b>	A form of criminal harassment prohibited by the <i>Criminal Code</i> of Canada. It involves behaviours that occur on more than one occasion and which collectively instill fear in the survivor or threaten the survivor/target's safety or mental health. Stalking can also include threats of harm to the target's friends and/or family. These behaviours include, but are not limited to non-consensual communications (face to face, phone, email, social media); threatening or obscene gestures; surveillance; sending unsolicited gifts; "creeping" via social media/cyber-stalking; and uttering threats.
<b>Survivor</b>	Some who have been affected by sexual assault/sexual violence may choose to identify as a survivor. Individuals might be more familiar with the term "victim". We use the term survivor throughout this policy where relevant because some who have been affected by sexual assault believe they have overcome the violent experience and do not wish to identify with the victimization. It is the prerogative of the person who has been affected by these circumstances to determine how they wish to identify.

## POLICY

Sexual assault and sexual violence are unacceptable and will not be tolerated. We are committed to challenging and preventing sexual assault/sexual violence and creating a safe space for anyone in our College community who has been affected by sexual assault/sexual violence. The College is expected to be a safe and positive space where members of the College community feel able to work, learn and express themselves in an environment free from sexual assault/sexual violence.

All reported incidents of sexual assault/sexual violence will be investigated in a manner that ensures due process as outlined in the procedures below. The College's ability to investigate anonymous disclosures is hampered by the anonymous nature of the report. The College cannot investigate or follow up on an anonymous disclosure. It is this policy's intention to make individuals feel comfortable about making a report in good faith about sexual assault/sexual violence that they have been affected by or witnessed.

We recognize that sexual assault/sexual violence can occur between individuals regardless of sexual orientation, gender, gender identity or relationship status as articulated in the *Ontario Human Rights Code*. We also recognize that individuals who have been affected by sexual assault/sexual violence may experience emotional, academic or other difficulties.

### We are committed to:

1. assisting those who have been affected by sexual assault/sexual violence by providing choices, including detailed information and support, such as provision of and/or referral to counselling and medical care, information about legal options, providing a written follow up to the survivor following an investigation and appropriate academic and other accommodations, all in a timely manner;

2. ensuring that the right to dignity and respect is protected throughout the process of disclosure, investigation and institutional response;
3. addressing harmful attitudes and behaviours (e.g., adhering to myths of sexual assault/sexual violence) that reinforce that the person who been affected by sexual assault/sexual violence is somehow to blame for what happened;
4. treating individuals who disclose sexual assault/sexual violence with compassion recognizing that they are the decision-makers about their own best interests;
5. ensuring that on-campus (internal) investigation procedures are available in the case of sexual assault/sexual violence, even when the individual chooses not to make a report to the police;
6. engaging in appropriate procedures for investigation and adjudication of a complaint, which are in accordance with College policies, standards and applicable collective agreements, and that ensure fairness and due process;
7. ensuring coordination and communication among the various departments who are most likely to be involved in the response to incidents of sexual violence on campus;
8. engaging in public education and prevention activities;
9. providing information to the College community about our sexual assault/sexual violence policies and protocols;
10. providing appropriate education and training to the College community about responding to the disclosure of sexual assault/sexual violence;
11. actively promoting a campus atmosphere in which sexual assault/sexual violence is not tolerated; and,
12. monitoring and updating our policies and protocols to ensure that they remain effective and in line with other existing policies and best practices.
13. collect data on a) the number of times and a description of the supports, services and accommodation relating to sexual violence are requested and obtained by students; b) initiatives and programs established by the college to promote awareness of the supports and services available to students; c) the number of incidents and complaints of sexual violence reported by students; and d) the implementation and effectiveness of this policy. This data will be made available to Minister of Advanced Education and Skills Development of Ontario upon request. Data will be collected and reported in a manner that protects the confidentiality of all members of the college community connected to each incident.
14. supporting employees who respond to disclosures of sexual violence through line managers, Human Resources and the Employee Assistance Program (EAP) as necessary.
15. Provide an online reporting forum for people who have experienced sexual violence. The Sexual Assault/Sexual Violence reporting page allows people who have experienced sexual violence to report their experience with sexual violence online. If they choose, survivors can remain anonymous. Please find the link to reporting here: <https://www.algonquincollege.com/safety-security-services/sexual-assaultviolence-reporting/>

## PROCEDURE

### Action

*In all instances of an emergency, contact the emergency number according to the emergency procedures for your campus.*

*Ottawa Campus: ext.5000 / 911 Perth Campus: 911 Pembroke Campus: 911*

- 1a) Report incidents of sexual violence they witness or have knowledge of, or they have reason to believe has occurred or may occur to Security Services. Members who have been affected by sexual assault/sexual violence are encouraged to come forward to report the incident as soon as they are able to do so.
- 1b) Persons in a position of authority, including persons directing the activities of others, shall take immediate action to respond to or to prevent sexual assault/sexual violence from occurring.
- 1c) Persons who are not students or employees are encouraged to report incidents to Security Services.
- 1d) Students who have been affected by sexual violence, as well as members of the college community to whom a student has disclosed an incident of sexual violence, are encouraged to access information and support from the College's Counselling Services and/or Health Services. These services can be easily accessed by contacting Algonquin's *Student Distress Line* at the following numbers.  
**Ottawa Campus:** (613) 727-4723 ext. 7300  
**Perth Campus:** (613) 267-2859 ext. 7300  
**Pembroke Campus:** (613) 735-4700 ext. 7300
- Support services can also be accessed directly on each campus. A table of these services available to provide support and information to students affected by sexual violence can be found in Appendix 2. Please note that students are not required to file a formal report of incident(s) of sexual violence to obtain supports, services and/or academic accommodation from the College.
- 1e) Employees who are affected by sexual violence as a member of the College community should report incidents or seek information and guidance from Security Services. Security Services will take an initial report and will assist by providing information about relevant support, resources and options.  
**Ottawa Campus:** (613) 727-4723 ext. 5010  
**Perth Campus:** (613) 267-2859 ext. 5010 - information and guidance can also be sought from the Administrative Office (room 119) through either of the Dean 613-267-2859 x5622 or the Manager of Administrative Services, 613-267-2859 x5600.  
**Pembroke Campus:** Security Services at 613-735-4700 ext. 2739 will take an initial report and will assist by providing information about relevant support, resources and options.

### Responsibility

**All Members of the College Community**

**All Members of the College Community**

**Security Services**

**Students**

**Employees**

**Action**

2. Where a College official becomes aware of incidents of sexual assault/sexual violence by a member of the College community or against a member of the College community, they will take immediate measures in accordance with Appendix 1 to ensure the survivor is supported and ensure appropriate reporting is carried out in accordance with the wishes of the reporter.
  
3. Where College officials become aware of incidents of sexual assault/sexual violence by a member of the College community or against a member of the College community, which occur on or off College property and that pose a risk to the safety of members of the College community, the College official shall immediately report the incident to Security Services to ensure the safety of the College community.

**Responsibility****College Officials****College Officials****SUPPORTING DOCUMENTATION**

Appendix 1 – Sexual Assault and Sexual Violence Guidelines and Protocol

Appendix 2 – Ottawa, Pembroke and Perth Campus Supports / Academic Accommodations

Appendix 3 – Canadian and Provincial Supports and Resources

Appendix 4 – Sexual Assault Centres (Ontario)

Appendix 5 – Sexual Assault/Domestic Violence Treatment Centres (Ontario)

Appendix 6 – Dispelling the Myths and Misconceptions About Sexual Assault

Appendix 7 – “Developing a Response to Sexual Violence: A Resource Guide for Ontario’s Colleges and Universities” (January 2013)

Appendix 8 – Sexual Violence Reporting Flowchart

Appendix 9 – Sexual Violence Prevention Resources

**RELATED POLICIES**[AA35 Confidentiality of Student Records](#)[HR18 Employee Code of Conduct](#)[HR21 Staff / Student Personal Relationships](#)[HR22 Respectful Workplace](#)[HS03 Workplace Violence Prevention](#)[SA02 Ombudsman](#)[SA07 Student Conduct](#)**RELATED MATERIALS**<http://www.algonquincollege.com/projectlighthouse>

## SA16: Appendix 1 – Sexual Assault and Sexual Violence Guidelines and Protocol

### Sexual Assault and Sexual Violence Guidelines and Protocol

**Students who have been affected by sexual violence, as well as members of the college community to whom a student has disclosed an incident of sexual violence, are encouraged to access information and support from the College’s Counselling Services and/or Health Services.**

#### 1. **Confidentiality**

Confidentiality is particularly important to those who have disclosed sexual assault/sexual violence. The confidentiality of all persons involved in a report of sexual assault/sexual violence or in subsequent disciplinary proceedings must be strictly observed, and the College does its best to respect the confidentiality of all persons, including the complainant, respondent, and witnesses.

The College will regard all information as unique and private and ensure it is maintained in a secured, controlled environment. Full details about the confidentiality of student records is detailed in policy [AA35: Confidentiality of Student Records](#).

However, confidentiality cannot be assured where an individual is at imminent risk of harming themselves or others.

In such circumstances, information may be shared with only the necessary services to prevent harm.

Where there are reasonable grounds to believe that others in the College or wider community will be at risk of harm the Circle of Care Committee will provide recommendations to senior College Officials.

Where the College becomes aware of an allegation of sexual assault/sexual violence by a member of the College community against another member of the College community, the College may also have an obligation to take steps to ensure that the matter is dealt with in order to comply with the College’s legal obligation and/or its policies to investigate such allegations.

#### 2. **If You Have Experienced or Been Affected by Sexual Assault/Sexual Violence**

We recognize it may be difficult to disclose or report incidents of sexual violence and sexual assault. The choice to disclose or report is entirely yours. As a survivor, we commit to supporting you through the process of disclosure and strongly encourage you to report your experience to us, as the College is committed to providing a safe and respectful working, learning and teaching environment free from violence or harassment.

Anyone who has experienced or been affected by sexual assault/sexual violence has the right to:

- confidentiality and to be treated with dignity and respect;
- be listened to without judgement and have their disclosure accepted as true;
- request information about on- and off-campus services and resources;



- retain control over whether or not to access available services and to choose those services they feel will be most beneficial;
- decide if and to whom they wish to report the incident;
- choose to report to a College Official, Security Services, Police or online or any combination of these;
- decide whether a College Official can provide your name to Security Services;
- have an on-campus investigation with the institution's full cooperation;
- develop a safety plan with Counselling Services or an off-site partner; and
- have reasonable and necessary actions taken to prevent further unwanted contact with the alleged perpetrator(s).

If you have experienced or been affected by sexual assault or sexual violence Students are encouraged to report incidents or seek information and guidance from the Student Support Services - Student Distress Line at the numbers below. The Student Distress Line staff will assist by providing relevant support, resources and options.

**Ottawa Campus:** (613) 727-4723 ext. 7300

**Perth Campus:** (613) 267-2859 ext. 7300 - information and guidance can also be sought from Counselling Services, Room 111, (613) 267-2859 (x5610) or Health Services, Room 111, (613) 267-2859 (x6546).

**Pembroke Campus:** (613) 735-4700 ext. 7300 - information and guidance can also be sought from the campus counselor at 613-735-4700 ext. 2804 or campus nurse at 613-735-4700 ext. 2748

### **3. Support Options Available to You**

*In all instances of an emergency, contact the emergency number for your campus according to the emergency procedures.*

*Ottawa Campus: ext.5000 / 911 Perth Campus: 911 Pembroke Campus: 911*

Any student who has experienced or been affected by sexual violence and is seeking information or support, help is available on the campuses of Algonquin College. A table of the services available to provide support and information to students affected by sexual assault/sexual violence can be found in Appendix 2.

If a member of the College Community becomes aware of an allegation of sexual assault/sexual violence against another member of the College Community, the member of the College Community is required to report the alleged incident immediately to Security Services, respecting the individual's rights spelt out above. The matter will be addressed in accordance with the confidentiality provisions outlined above.

Additional information about the resources and support services is available below; or you can use this link to go directly to the resources: <http://www.algonquincollege.com/projectlighthouse/>.

Although all disclosures of sexual violence will be reported to Algonquin's Security Services it is entirely up to you whether or not you choose to participate in an investigation in order to use of the services listed above.

#### **4. If You Would like to File a Formal Complaint**

Please note, that while you must disclose an incident of sexual violence or sexual assault to obtain support services or appropriate accommodations from the College, you are not required to file a formal complaint. Accommodations can be made for incidents of sexual violence regardless whether they occur on campus, off campus or at College sanctioned events depending on the specific nature and circumstances of the incident. There is no timeline by which complaints must be disclosed. However, early reporting can lead to supporting a survivor earlier and possibly a better ability to investigate the incident.

If you choose to file a formal complaint, Security Services can assist you with filing a complaint. If the alleged perpetrator is another member of the College community, you may file a complaint under this Policy.

Individuals who have been affected by sexual assault/sexual violence may also wish to press charges under the Criminal Code. These College services can also assist you with contacting the local Police. Individuals who have been affected by sexual assault/sexual violence may also wish to exercise their rights to contact the Police at any time to press charges under the *Criminal Code*.

More information on filing a complaint can be found at: <https://www.algonquincollege.com/safety-security-services/home/accident-incident-report-on-line-form/>

It is often difficult to disclose and report incidents of sexual assault/sexual violence. It is entirely up to you if you choose to report the incident; however, we strongly encourage you to do so.

#### **5. Complaint Process and Investigations**

A complaint of sexual assault/sexual violence can be filed under this Policy by any member of the College community.

The College will seek to achieve procedural fairness in dealing with all complaints. As such, no sanction and/or disciplinary action will be taken against a person or group without their knowledge where there is an alleged breach of this Policy. Respondents will be given reasonable notice, with full detail of the allegations and provided with an opportunity to answer to the allegations made against them.

##### **5.1. Protection from Reprisals, Retaliation or Threats:**

No person shall threaten to retaliate, retaliate or engage in reprisals against a complainant or other individual for:

- having pursued rights, participated in an investigation or been associated with any person who has pursued rights under this Policy, the Ontario *Human Rights Code*, or any related federal or provincial legislation.

Anyone engaged in such conduct may be subject to sanctions and/or discipline.

##### **5.1.1 Interim Measures to Protect Complainants**

The rights and privileges of a respondent may be restricted by the College before it makes a final determination about the alleged misconduct. For example, a respondent may be moved from Residence, restricted from entering certain parts of campus and restricted from attending class.

Such “interim measures” will be imposed only as necessary to meet the needs of complainants and persons who report incidents of sexual violence or otherwise under the College’s Student Conduct Policy SA07. Where possible, the College will also take steps to minimize the impact of interim measures on respondents.

Interim measures are not punishment and do not represent a finding of misconduct. The College may impose interim measures immediately, without a hearing. Respondents may ask the College to review a decision to impose interim measures, but only to address the impact of the imposed measure and the preference for other alternatives.

### **5.2 Right to Withdraw a Complaint**

A complainant has the right to withdraw a complaint at any stage of the process. However, the College may continue to act on the issue identified in the complaint in order to comply with its obligation under this Policy and/or its legal obligations.

### **5.3 Unsubstantiated or Vexatious Complaints**

If a person, in good faith, discloses or files a sexual assault/sexual violence complaint that is not supported by evidence gathered during an investigation, that complaint will be dismissed.

However, disclosures or complaints that are found following investigation to be frivolous, vexatious or bad faith complaints, that is, are made to purposely annoy, embarrass or harm the respondent, may result in sanctions and/or discipline against the complainant. The range of College support services are also available to employees or students who may be adversely impacted by a vexatious complaint.

## **6. What to Do if Someone Discloses Allegations of Sexual Assault/Sexual Violence:**

A survivor of sexual assault/sexual violence may choose to disclose their assault to a member of the College community whom they trust, such as a classmate, instructor, professor, coach, or Residence employee. They may disclose for a number of valid reasons, including:

- concern for their own safety or the safety of other potential victims;
- a need for psychological, emotional or medical support;
- a desire for justice;
- a request for academic accommodation.

A supportive response involves:

- listening without judgement and accepting the disclosure as true;
- communicating that sexual assault/sexual violence is never the responsibility of the survivor;
- helping the individual identify and/or access available on- or off-campus services, including emergency medical care and counselling;
- respecting the individual’s right to choose the services they feel are most appropriate and to decide whether to report to the police or College authorities.

- recognizing that disclosing can be traumatic and an individual's ability to recall the events may be limited;
- respecting the individual's choices as to what and how much they disclose about their experience; and
- making every effort to respect confidentiality and anonymity.

If disclosure is made to an employee by a student seeking support or academic accommodation for a significant life event, the employee should refer the student to Counselling Services (Ottawa Campus: (613) 727-4723 ext. 7200, Perth Campus: (613) 267-2859 ext. 5610, Pembroke Campus: 613-735-4700 ext. 2804) or Health Services (Ottawa Campus: 613-727-4723 ext. 7222, Perth Campus: 613-267-2859 ext. 6546, Pembroke Campus (613-735-4700 ext. 2748) to ensure that the student receives all appropriate supports and to receive guidance regarding the provision of appropriate academic and/or other accommodations.

Significant life event accommodations are recommended by Counselling Services, and not to be confused with disability related accommodations, which are recommended by the Centre for Accessible Learning (CAL) and informed by the Ontario Human Rights Code.

If a member of the College Community becomes aware of an allegation of sexual assault/sexual violence against another member of the College Community, the member of the College Community is required to report the alleged incident immediately, respecting the individual's rights from above by contacting Security Services at extension 5010. The matter will be addressed in accordance with the confidentiality provisions outlined above.

## **7. What to Do if You Become Aware of an Incident of Sexual Assault/Sexual Violence**

Becoming aware of an incident of sexual assault/sexual violence includes situations where you have witnessed an incident and circumstances where an incident has been disclosed to you.

If you are a student and witness sexual assault/sexual violence we encourage you to contact Security Services at ext. 5010 who can assist you by providing relevant support, resources and options.

A number of other resources are available to you, including:

- Security Services  
**Ottawa Campus:** 613- 727-4723 ext. 5010  
**Perth Campus:** (613) 267-2859 ext. 5010  
**Pembroke Campus:** 613-735-4700 ext. 2739
- Counseling Services  
**Ottawa Campus:** 613-727-4723 ext. 7200  
**Perth Campus:** 613-267-2859 ext. 5610  
**Pembroke Campus:** 613-735-4700 ext. 2804
- Health Services  
**Ottawa Campus:** 613-727-4723 ext. 7222  
**Perth Campus:** 613-267-2859 ext. 6546  
**Pembroke Campus:** 613-735-4700 ext. 2748

Resources and information are also available at  
<http://www.algonquincollege.com/projectlighthouse/>.

If a member of faculty or staff of the College becomes aware of an allegation of sexual assault or sexual violence against another member of the College community, the faculty or staff is required to immediately report the alleged incident to Security Services immediately by contacting ext. 5010.

#### **8. Communicating with Individuals who have been Affected by Sexual Assault/Sexual Violence**

Sensitive and timely communication with individuals who have been affected by sexual assault/sexual violence and their family members (when an individual consents to this communication) is a central part of the College's first response to sexual assault/sexual violence. To facilitate communication, the College will:

- Ensure that employees in the designated departments, who are knowledgeable about sexual violence, are responsible for advocacy on campus on behalf of employees, students or any other member of the College community who have been affected by sexual violence;
- Ensure designated employees respond in a prompt, compassionate, and personalized fashion; and
- Ensure that the person who has been affected by sexual assault/sexual violence and the respondent are provided with reasonable updates in writing about the status of the College's investigation of the incident when such investigations are undertaken.

#### **9. Roles and Responsibilities of the College Community**

While everyone on campus has a role to play in responding to incidents of sexual assault/sexual violence, some campus members will have specific responsibilities which might include:

- Provision of awareness and prevention strategies related to sexual assault/sexual violence and promotion of a culture of safety, support and openness that diminishes sexual aggression and survivor blaming;
- On-campus supports to provide psychological and emotional support, assistance with safety planning and referrals to other services, including medical services;
- The responsibility of faculty, staff and administrators to facilitate academic accommodations and other needs of those who have been affected by sexual violence, e.g., extensions on assignments, continuing studies from home, and dropping courses;
- The responsibility of Residence staff to facilitate safe living arrangements to the best of our abilities;
- The responsibility of Human Resources to assist with any incidents relating to employees; and
- The responsibility of Security to assist with investigations and gathering evidence, to implement measures to reduce sexual assault/sexual violence on campus, and to collaborate with local police where appropriate.

Information about these resources is available by using this link:  
<http://www.algonquincollege.com/projectlighthouse/>

## **10. How Will the College Respond to a Report of Sexual Assault/sexual violence?**

Where a complaint of sexual assault/sexual violence has been reported to the College, the College will exercise care to protect and respect the rights and confidentiality and privacy of both the complainant and the respondent. The College understands that individuals who have experienced or been affected by sexual assault/sexual violence may wish to control whether and how their experience will be dealt with by the police and/or the College. In most circumstances, the person will retain this control. However, in certain circumstances, the College may be required to initiate an internal investigation and/or inform the police of the need for a criminal investigation, even without the survivor's consent, if the College believes that the safety of other members of the College community is at risk. The Circle of Care Committee will review each case and make recommendations to senior College Officials about appropriate next steps in such cases. The confidentiality and anonymity of the person(s) affected will be made a priority in these circumstances, but anonymity cannot be guaranteed if there is a significant risk to the wider College community or the general public.

A report of sexual assault/sexual violence may also be referred to the police, or to other community resources at the complainant's request, where the persons involved are not members of the College community or otherwise, where appropriate.

### **A. Where the Respondent is a Student**

Sexual assault/sexual violence is a violation of policy [SA07 "Student Conduct"](#). It is considered a serious offence and will be addressed in a manner which is consistent with other serious offences. Please see SA07 for more details regarding disciplinary process.

### **B. Where the Respondent is an Employee**

Sexual assault/sexual violence may be a violation of policies [HR18 "Employee Code of Conduct"](#), [HR21 "Staff/Student Personal Relationships"](#), [HR22 "Respectful Workplace"](#) or [HS03 "Workplace Violence Prevention"](#). Allegations against employees will be addressed in accordance with the procedures set out in this Policy, and in any applicable collective agreement, and/or other College policies. If the complaint is sustained following an investigation, the College will decide on the appropriate disciplinary actions consistent with any applicable collective agreement and/or policies regarding discipline. Allegations by one employee against another are not covered by this policy, SA16, but by the policies listed above.

### **C. Where the Respondent is not a Student or Employee**

Contractors, suppliers, volunteers or visitors who attend on campus will be subject to complaints if they engage in prohibited conduct. Where a complaint against the respondent is substantiated, the College will take appropriate action.

All contractual relationships entered into by the College will be governed by a standard contract compliance clause stating that contractors must comply with College policies, including co-operating in investigations. Breach of the clause may result in penalties, cancellation, or other sanctions.

### **D. Multiple Proceedings**

Where criminal and/or civil proceedings are commenced in respect of the allegations of sexual assault/sexual violence, the College shall conduct its own independent investigation into such allegations, and will make its own determination in accordance with its policies and procedures. Where there is an ongoing criminal investigation, the College will cooperate with the local police.

**E. Immunity Clause for Minor Substance Use**

The College recognizes that some individuals may be hesitant to disclose or report sexual violence in cases where they have been drinking while underage or using drugs at the time the sexual offense took place. A survivor or community member acting in good faith who discloses or reports sexual violence will not be subject to penalties for violation of Algonquin College's policy related to drug and alcohol use at the time that the sexual violence took place.

## SA16: Appendix 2 – Ottawa, Pembroke and Perth Campus Supports / Academic Accommodations

<b>ALGONQUIN COLLEGE RESOURCES</b>	
<b>Algonquin College Project Lighthouse</b> <a href="https://www.algonquincollege.com/projectlighthouse/">https://www.algonquincollege.com/projectlighthouse/</a>	
<b>OTTAWA CAMPUS SUPPORTS</b>	
<b>Student Support Services – Student Distress Line</b> Welcome Centre – 3 <sup>rd</sup> floor, Student Commons (Building E) 613-727-4723, ext. 7300 <a href="https://www.algonquincollege.com/studentsupportservices/support-students-crisis/">https://www.algonquincollege.com/studentsupportservices/support-students-crisis/</a>	<b>Counselling Services</b> Welcome Centre – 3 <sup>rd</sup> floor, Student Commons (Building E) 613-727-4723, ext. 7200 <a href="http://www.algonquincollege.com/counselling">www.algonquincollege.com/counselling</a>
<b>Health Services</b> Room C141 613-727-4723, ext. 7222 <a href="http://www.algonquincollege.com/healthservices">http://www.algonquincollege.com/healthservices</a>	<b>Security Services</b> Room C218 Emergency: 613-727-4723 ext. 5000 Non-Emergency: 613-727-4723 ext. 5010 <a href="http://www.algonquincollege.com/safety-security-services">www.algonquincollege.com/safety-security-services</a>
<b>Mamidosewin Aboriginal Students' Centre</b> Room E122 613-727-4723, ext. 7186 <a href="http://www.algonquincollege.com/mamidosewin">http://www.algonquincollege.com/mamidosewin</a>	<b>Pride Centre</b> Room B102 <a href="https://www.algonquinsa.com/getinvolved/wellness/">https://www.algonquinsa.com/getinvolved/wellness/</a>
<b>PEMBROKE CAMPUS SUPPORTS</b>	
<b>Counselling Services</b> Room 138 613-735-4700 ext. 2804 <a href="http://www.algonquincollege.com/pembroke/counselling">http://www.algonquincollege.com/pembroke/counselling</a>	<b>Health Services</b> Room 127 613-735-4700 ext. 2748 <a href="https://www.algonquincollege.com/pembroke/health-services/">https://www.algonquincollege.com/pembroke/health-services/</a>
<b>Security Services</b> Room 112 613-735-4700 ext. 2739	
<b>PERTH CAMPUS SUPPORT</b>	
<b>Counselling Services</b> Room 110 613-267-2859 ext.5610 <a href="http://www.algonquincollege.com/perth/school-home/current/counselling-services">www.algonquincollege.com/perth/school-home/current/counselling-services</a>	<b>Health Services</b> Room 111 613-267-2859 ext. 6546 <a href="https://www.algonquincollege.com/perth/current/perth-campus-health-services/">https://www.algonquincollege.com/perth/current/perth-campus-health-services/</a>
<b>Security Services</b> Ottawa Campus 1-613-727-4723 ext.5000	<b>Student Support Services – Student Distress Line</b> Ottawa Campus 1-613-727-4723 ext. 7300



**All Campuses - Academic Accommodations**

Should the survivor require an academic accommodation (defer or reschedule assignment(s), text(s), exam(s), any of the supports listed above can assist in arranging with the appropriate academic department or the survivor may wish to consult directly with their program coordinator, academic chair or dean who will make the necessary arrangements, maintaining the confidentiality of the reason for the academic accommodation.

An academic accommodation will be made based on the best options for the survivor to successfully complete the academic requirements of their course or program.

Additional information about the resources and support services is available below; or you can use this link to go directly to the resources <https://www.algonquincollege.com/projectlighthouse/>.

## SA16: Appendix 3 – Canadian and Provincial Supports and Resources

**If you are in immediate danger, call 911**

<b>CANADIAN AND PROVINCIAL SUPPORTS AND RESOURCES</b>		
<b>Assaulted Women’s Helpline</b> <a href="http://www.awhl.org">http://www.awhl.org</a> Toll Free: 1-866-863-0511 Mobile: #SAFE (#7233)	<b>Good2Talk</b> <a href="https://good2talk.ca">https://good2talk.ca</a> 1-866-925-5454	
<b>211 Ontario</b> <a href="https://211ontario.ca/">https://211ontario.ca/</a> Dial - 211	<b>Male Survivors of Sexual Abuse</b> 1-866-887-0015	
<b>Trans Life Line</b> <a href="http://www.translifeline.org">www.translifeline.org</a> 1-877-330-6366	<b>Shelter Safe</b> <a href="https://www.sheltersafe.ca">https://www.sheltersafe.ca</a>	
<b>Ontario Coalition of Rape Crisis Centres</b> <a href="https://sexualassaultsupport.ca">https://sexualassaultsupport.ca</a>		
<b>OTTAWA COMMUNITY SUPPORTS AND RESOURCES</b>		
<b>Ottawa Police – Sexual Assault and Child Abuse Unit</b> <a href="http://Ottawa Police Service">Ottawa Police Service</a> 9-1-1 or 613-236-1222, ext. 5944	<b>Ottawa Rape Crisis Centre</b> <a href="http://www.orcc.net">www.orcc.net</a> 613-562-2333	<b>The Ottawa Hospital – Sexual Assault &amp; Partner Abuse Care Program</b> Emergency Department: Civic Campus – 1053 Carling Avenue 613-798-5555 ext. 13770
Wabano Centre for Aboriginal Health <a href="http://www.wabano.com">www.wabano.com</a> 613-748-0657	<b>Minwaashin Lodge</b> <a href="https://www.minlodge.com">https://www.minlodge.com</a> 613-789-1141	<b>Sexual Assault Support Centre of Ottawa</b> <a href="https://sascottawa.com">https://sascottawa.com</a> 24 hr. Support Line: 613-234-2266
<b>Ottawa Distress Centre</b> <a href="http://www.dcottawa.on.ca">www.dcottawa.on.ca</a> 613-238-3311	<b>CALACS Francophone d’Ottawa</b> <a href="http://www.calacs.ca">www.calacs.ca</a> 613-789-9117	<b>Immigrant Women Services of Ottawa</b> <a href="https://www.immigrantwomenservices.com">https://www.immigrantwomenservices.com</a> 613-729-3145
<b>Ottawa Coalition to End Violence Against Women</b> <a href="https://www.octevaw-cocvff.ca">https://www.octevaw-cocvff.ca</a>	<b>Youth Services Bureau Crisis Line</b> <a href="https://www.ysb.ca">https://www.ysb.ca</a> chat.ysb.ca 613-260-2360	<b>Men and Healing</b> <a href="https://menandhealing.ca">https://menandhealing.ca</a> 613-482-9363

<b>PEMBROKE COMMUNITY SUPPORT AND RESOURCES</b>	
<b>Ontario Provincial Police</b> <a href="https://www.opp.ca">https://www.opp.ca</a> Emergency: 9-1-1 Non-Emergency: 1-888-310-1122 TTY: 1-888-310-1133	<b>Pembroke Regional Hospital</b> 613-732-2811 705 Mackay St. Pembroke
<b>Women’s Sexual Assault Centre for Renfrew County</b> <a href="http://www.wsac.ca/">http://www.wsac.ca/</a> 613-735-5551 1-800-663-3060	<b>Eastern Ontario Crisis Line</b> <a href="https://crisisline.ca">https://crisisline.ca</a> 1-866-996-0991
<b>PERTH COMMUNITY SUPPORT AND RESOURCES</b>	
<b>Ontario Provincial Police</b> <a href="https://www.opp.ca">https://www.opp.ca</a> Non-Emergency: 613-267-2626 1-888-310-1122 TTY:1-888-310-1133	<b>Perth and Smith Falls District Hospital – Sexual Assault and Domestic Violence Program</b> <a href="https://psfdh.on.ca/services/specialty-services/lanark-county-sexual-assault-domestic-violence-program/">https://psfdh.on.ca/services/specialty-services/lanark-county-sexual-assault-domestic-violence-program/</a> PSFD Hospital: 613-267-1500 Program: 613-283-2330 ext. 1258
<b>Sexual Assault and Domestic Violence Program</b> 613-283-2330 ext.1258	<b>Lanark County Interval House</b> <a href="https://lcih.org">https://lcih.org</a> 613-257-5960 1-800-267-7946 TTY: 613-257-1952
<b>End Abuse in Lanark</b> <a href="http://endabuseinlanark.ca/">http://endabuseinlanark.ca/</a>	<b>Lanark County Mental Health</b> <a href="https://www.lanarkmentalhealth.com">https://www.lanarkmentalhealth.com</a> Crisis Line: 613-283-2170

## SA16: Appendix 4 – Sexual Assault Centres (Ontario)

### Sexual Assault Centres (Ontario)

*(Information provided by the Ontario Coalition of Rape Crisis Centres)*

<i>Region in Ontario</i>	<i>Sexual Assault Centre</i>	<i>24-hr Crisis Line</i>	<i>Office Phone</i>
<b>Algoma (Sault Ste. Marie)</b>	Women In Crisis Algoma	1-877-759-1230	705-759-1230
<b>Belleville-Quinte</b>	Sexual Assault Centre for Quinte & District	1-877-544-6424	613-967-6300
<b>Brant</b>	Sexual Assault Centre of Brant	519-751-3471	519-751-1164
<b>Bruce County</b>	Women's House Serving Bruce and Grey: Sexual Assault Services	1-866-578-5566	519-372-1113
<b>Chatham-Kent</b>	Chatham-Kent Sexual Assault Crisis Centre	519-354-8688	519-354-8908
<b>Cornwall</b>	Sexual Assault Support Services for Women, Cornwall	English: 613-932-1603 French: 613-932-1705	613-932-1755
<b>East Algoma (Elliot Lake)</b>	Counselling Centre of East Algoma	1-800-721-0077	705-848-2585
<b>Guelph-Wellington</b>	Guelph-Wellington Women in Crisis	519-836-5710 1-800-265-7233	519-836-1110
<b>Halton (Oakville)</b>	Sexual Assault & Violence Intervention Services of Halton	905-875-1555	906-825-3622
<b>Hamilton</b>	Sexual Assault Centre Hamilton & Area (SACHA)	905-525-4162	905-525-4573
<b>Kawartha (Peterborough &amp; Area)</b>	Kawartha Sexual Assault Centre	705-741-0260	705-748-5901
<b>Kenora</b>	Kenora Sexual Assault Centre	807-468-7233 1-800- 565-6161	807-468-7958
<b>Kingston</b>	Sexual Assault Centre Kingston	613-544-6424 1-877-544-6424	613-545-0762
<b>Waterloo</b>	Sexual Assault Support Centre of Waterloo Region	519-741-8633	519-571-0121
<b>London-Middlesex</b>	Sexual Assault Centre London	519-642-3000 1-800-265-1576	519-439-0844
<b>Muskoka</b>	Athena's Sexual Assault Counselling & Advocacy Centre	705-737-2008 1-800-987-0799	705-737-2884
<b>Niagara</b>	Niagara Region Sexual Assault Centre	905-682-4584	905-682-7258
<b>Nipissing</b>	Amelia Rising Sexual Assault Centre of Nipissing	705-476-3355	705-840-2403
<b>Oshawa-Durham</b>	Oshawa-Durham Rape Crisis Centre	905-668-9200	905-444-9672
<b>Ottawa SASC</b>	Sexual Assault Support Centre of Ottawa	613-234-2266	613-725-2160
<b>Ottawa RCC</b>	Ottawa Rape Crisis Centre	613-562-2333	613-562-2334
<b>Peel</b>	Hope 24/7: Sexual Assault Centre of Peel	1-800-810-0180	905-792-0821

<b>Region in Ontario</b>	<b>Sexual Assault Centre</b>	<b>24-hr Crisis Line</b>	<b>Office Phone</b>
<b>Renfrew</b>	Women's Sexual Assault Centre of Renfrew County	1-800-663-3060	613-735-5551
<b>Sarnia-Lambton</b>	Sexual Assault Survivors' Centre Sarnia-Lambton	519-337-3320	519-337-3154
<b>Sudbury</b>	Voices for Women Sudbury		705-523-7100 ext. 2647
<b>Thunder Bay</b>	Thunder Bay Sexual Abuse & Sexual Assault Counselling & Crisis Centre	807-344-4502	807-345-0894
<b>Timmins</b>	Timmins and Area Women in Crisis	1-877-268-8380	705-268-8381
<b>Toronto</b>	Multicultural Women Against Rape/Toronto Rape Crisis Centre	(416) 597-8808	416-597-1171
<b>Windsor-Essex</b>	Sexual Assault Crisis Centre of Essex County	519-253-9667	519-253-3100
<b>York</b>	Women's Support Network of York Region	1-800-263-6734 905-895-7313	905-895-3646

## SA16: Appendix 5 – Sexual Assault/Domestic Violence Treatment Centres (Ontario)

### Sexual Assault/Domestic Violence Treatment Centres (Ontario)

*(Information provided by the Ontario Network of Sexual Assault and Domestic Violence Treatment Centres)*

<b>Region in Ontario</b>	<b>Sexual Assault/Domestic Violence Treatment Centre</b>	<b>Hospital Location</b>	<b>Phone</b>
<a href="#">Brantford (Brant County)</a>	Sexual Assault/Domestic Violence Care Team	Brantford General Hospital	519.751.5544 x4449
<a href="#">Brockville (Leeds And Grenville)</a>	Assault Response & Care Centre of Leeds and Grenville	Brockville General Hospital	613.345.3881
<a href="#">Burlington</a>	Nina's Place	Joseph Brant Hospital	905.632.3737x5708
<a href="#">Chatham-Kent</a>	Sexual Assault/Domestic Violence Treatment Centre	Chatham–Kent Health Alliance	519.352.6400x6382
<a href="#">Cornwall (Stormont, Dundas, Glengarry)</a>	Assault and Sexual Abuse Program (ASAP)	Cornwall Community Hospital	613-938-4240, ext. 4202
<a href="#">Dryden</a>	Sexual Assault/Domestic Violence Program	Dryden Regional Health Centre	807-223-7427
<a href="#">Durham Region (Oshawa, Algoma)</a>	Durham Region Domestic Violence/Sexual Assault Care Centre	Lakeridge Health Oshawa	905 576-8711 ext. 3286
<a href="#">Guelph</a>	Guelph–Wellington County Sexual Assault/Domestic Violence Treatment Centre	Guelph General Hospital	519-837-6440, ext. 2728
<a href="#">Hamilton</a>	Sexual Assault/Domestic Violence Care Centre	McMaster University Medical Centre	905-521-2100, ext. 73557
<a href="#">Kenora</a>	Sexual Assault/Partner Abuse Program	Lake of The Woods District Hospital	807-468-9861, ext. 2432
<a href="#">Kingston</a>	Sexual Assault/Domestic Violence Program	Kingston General Hospital, Kingston Health Sciences Centre	613-549-6666, ext. 4880
<a href="#">Lanark County</a>	Lanark County Sexual Assault/Domestic Violence Program	The Emergency Departments at: Perth and Smiths Falls District Hospitals, Carleton Place & District Memorial Hospital and the Almonte General Hospital	613-283-2330, ext. 1258
<a href="#">London</a>	Regional Sexual Assault and Domestic Violence Treatment Centre	St. Joseph's Hospital	519-646-6100, ext. 64224
<a href="#">Mississauga</a>	Chantel's Place	Mississauga Hospital Site	905-848-7580, ext. 2548
<a href="#">Niagara Region (St. Catharines)</a>	Sexual Assault/Domestic Violence Treatment Program	Niagara Health System, St. Catharines General Site	905-378-4647, ext. 45300
<a href="#">North Bay</a>	Sexual Assault Domestic Violence Program	North Bay Regional Health Centre	705-474-8600, ext. 4478

<a href="#">Orangeville</a>	Headwater Sexual Assault and Domestic Violence Care and Treatment Program	Headwaters Health Care Centre	519-941-2702, ext. 2519
<a href="#">Orillia (Simcoe County, Muskoka)</a>	Regional Sexual Assault and Domestic Violence Treatment Centre	Orillia Soldiers' Memorial Hospital	1-877-377-7438
<a href="#">Ottawa</a>	Sexual Assault Partner Abuse Care Program	The Ottawa Hospital, Civic Campus Emergency Department	613-798-5555, ext. 13770
<a href="#">Ottawa Pediatric</a>	Ottawa Pediatric Sexual Assault	Children's Hospital of Eastern Ontario	613-737-7600, ext. 2939
<a href="#">Owen Sound</a>	Sexual Assault and Partner Abuse Care Centre	The Grey Bruce Regional Health Centre	519-376-2121, ext. 2458
<a href="#">Peterborough</a>	Sexual Assault/Domestic Violence Care Centre	Women's Health Care Centre, Peterborough Regional Care Centre	705-743-4132
<a href="#">Renfrew County</a>	Regional Assault Care Program	Renfrew Victoria Hospital	613-432-4851, ext. 818
<a href="#">Sarnia</a>	Sexual Assault/Domestic Assault Treatment Centre	Bluewater Health	519-464-4522
<a href="#">Sault Ste Marie</a>	Sexual Assault Care Centre/Partner Assault Clinic	Sault Area Hospital	705-759-5143
<a href="#">Scarborough (Toronto, Rouge Valley)</a>	Sexual Assault/Domestic Violence Care Centre	Scarborough and Rouge Hospital	416-495-2555
<a href="#">Sioux Lookout (Alcona, Hudson, Pickle Lake)</a>	Sexual Assault Care and Domestic Violence Treatment Program	Sioux Lookout Meno Ya Win Health Centre	807-737-6565
<a href="#">Sudbury</a>	Violence Intervention & Prevention Program	Health Sciences North	705-675-4743
<a href="#">Thunder Bay</a>	Sexual Assault/Domestic Violence Program	Thunder Bay Regional HSC	807-684-6750
<a href="#">Toronto</a>	Sexual Assault/Domestic Violence Care Centre	Women's College Hospital	416-323-6040
<a href="#">Toronto Pediatric</a>	Suspected Child Abuse and Neglect Program (SCAN)	The Hospital For Sick Children	416-813-6275
<a href="#">Trenton</a>	Domestic Violence/Sexual Assault Response Program	Quinte Health Care - Trenton Site	613-392-2540 ext. 5024
<a href="#">Waterloo (Kitchener)</a>	Waterloo Region Sexual Assault/Domestic Violence Treatment Centre	St. Mary's General Hospital	519-749-6994
<a href="#">Windsor</a>	Sexual Assault/Domestic Violence and Safekids Care Centre	Windsor Regional Hospital Metropolitan Campus	519-255-2234
<a href="#">York Region (Toronto, Richmond Hill)</a>	Domestic Abuse and Sexual Assault Care Centre	Mackenzie Health	905-832-1406, ext. 2

## SA16: Appendix 6 – Dispelling the Myths and Misconceptions About Sexual Assault

### Dispelling the Myths and Misconceptions About Sexual Assault

#### Use of the term “Rape” in the context of Sexual Violence

This policy refers to the offence of sexual assault to align with the current offence contained in the Criminal Code. The word “rape” is no longer used in criminal statutes in Canada. The term was replaced many years ago to acknowledge that sexual violence is not about sex but is about acts of psychological and physical violence. The term “sexual assault” provides a much broader definition and criminalizes unwanted behaviour such as touching and kissing as well as unwanted oral sex and vaginal and anal intercourse. Although the term no longer has a legal meaning in Canada, the term rape is still commonly used.

Source: “Developing a Response to Sexual Violence: A Resources Guide for Ontario’s Colleges and Universities”: January, 2013

Myths	Facts
It wasn't rape, so it wasn't sexual violence.	Sexual assault and sexual violence encompasses a broad range of unwanted sexual activity. Any unwanted sexual contact is considered to be sexual violence. A survivor can be severely affected by all forms of sexual violence, including unwanted fondling, rubbing, kissing, or other sexual acts. Many forms of sexual violence involve no physical contact, such as stalking or distributing intimate visual recordings. All of these acts are serious and can be damaging.
Sexual assault can't happen to me or anyone I know.	Sexual assault can and does happen to anyone. People of all socioeconomic and ethnic backgrounds are victims of sexual assault, but the vast majority of sexual assaults happen to women and girls. Young women, Aboriginal women and women with disabilities are at greater risk of experiencing sexual assault.
Sexual assault is most often committed by strangers.	Someone known to the victim, including acquaintances, dating partners, and common-law or married partners, commit approximately 75 per cent of sexual assaults.
Sexual assault is most likely to happen outside in dark, dangerous places.	The majority of sexual assaults happen in private spaces like a residence or private home.
If an individual doesn't report to the police, it wasn't sexual assault.	Just because a victim doesn't report the assault doesn't mean it didn't happen. Fewer than one in ten victims report the crime to the police.
It's not a big deal to have sex with someone while they are drunk, stoned or passed out.	If a person is unconscious or incapable of consenting due to the use of alcohol or drugs, they cannot legally give consent. Without consent, it is sexual assault.



Myths	Facts
If the person chose to drink or use drugs, then it isn't considered sexual assault.	This is a prominent misconception about sexual assault. No one can consent while drunk or incapacitated.
If the victim didn't scream or fight back, it probably wasn't sexual assault.  If the victim does not fight back, the sexual assault is their fault.	When an individual is sexually assaulted they may become paralysed with fear and be unable to fight back. The person may be fearful that if they struggle, the perpetrator will become more violent.
If you didn't say no, it must be your fault.	People who commit sexual assault/abuse are trying to gain power and control over their victim. They want to make it extremely difficult, if not impossible, for their victim to say no. A person does not need to actually say the word "no" to make it clear that they did not want to participate. The focus in consent is on hearing a "yes".
If a woman isn't crying or visibly upset, it probably wasn't a serious sexual assault.	Every woman responds to the trauma of sexual assault differently. She may cry or she may be calm. She may be silent or very angry. Her behaviour is not an indicator of her experience. It is important not to judge a woman by how she responds to the assault.
If someone does not have obvious physical injuries, like cuts or bruises, they probably were not sexually assaulted.	Lack of physical injury does not mean that a person wasn't sexually assaulted. An offender may use threats, weapons, or other coercive actions that do not leave physical marks. The person may have been unconscious or been otherwise incapacitated.
If it really happened, the victim would be able to easily recount all the facts in the proper order.	Shock, fear, embarrassment and distress can all impair memory. Many survivors attempt to minimize or forget the details of the assault as a way of coping with trauma. Memory loss is common when alcohol and/or drugs are involved.
Individuals lie and make up stories about being sexually assaulted; and most reports of sexual assault turn out to be false.	According to Statistics Canada, fewer than one in 10 sexual assault victims report the crime to the police. Approximately 2% of sexual assault reports are false.  The number of false reports for sexual assault is very low. Sexual assault carries such a stigma that many people prefer not to report.
Persons with disabilities don't get sexually assaulted.	Individuals with disabilities are at a high risk of experiencing sexual violence or assault. Those who live with activity limitations are over two times more likely to be victims of sexual assault than those who are able-bodied.
A spouse or significant other cannot sexually assault their partner.	Sexual assault can occur in a married or other intimate partner relationship. The truth is, sexual assault occurs ANY TIME there is not consent for sexual activity of any kind. Being in a relationship does not exclude the possibility of, or justify, sexual assault. A person has the right to say "no" at ANY point.
People who are sexually assaulted "ask for it" by their	This statement couldn't be more hurtful or wrong. Nobody deserves to be sexually assaulted. Someone has deliberately chosen to be violent

<b>Myths</b>	<b>Facts</b>
provocative behaviour or dress.	toward someone else; to not get consent. Nobody asks to be assaulted. Ever. No mode of dress, no amount of alcohol or drugs ingested, no matter what the relationship is between the survivor and the perpetrator or what the survivor's occupation is, sexual assault is always wrong.
Sexual assault only happens to women	Not true. The majority of sexual assaults are committed against women by men, but people of all genders, from all backgrounds have been/can be assaulted.
Sexual abuse of males is rare.	According to Statistics Canada, six per cent of males 15 or over reported that they had been affected by sexual victimization. Sexual assault/abuse occurs in every economic, ethnic, age and social group.
If you got aroused or got an erection or ejaculated you must have enjoyed it.	It is normal for your body to react to physical stimulation. Just because you became physically aroused does not mean that you liked it, or wanted it or consented in any way. If you've been affected by some physical pleasure, this does not take away the fact that sexual abuse happened or the effects or feelings of abuse.

## **SA16: Appendix 7 – “Developing a Response to Sexual Violence: A Resource Guide for Ontario’s Colleges and Universities”**

The “Developing a Response to Sexual Violence: A Resource Guide for Ontario’s Colleges and Universities” (January, 2013) can be accessed via the following link:

[http://www.citizenship.gov.on.ca/owd/english/ending-violence/campus\\_guide.shtml](http://www.citizenship.gov.on.ca/owd/english/ending-violence/campus_guide.shtml)

## SA16: Appendix 8 – Sexual Violence Reporting Flowchart

### Sexual Assault Flow Chart

Sexual Violence Reporting Flowchart: These guidelines will help Algonquin College employees understand their role and responsibilities for how to respond to disclosures of sexual assault.

Options for Survivors of Sexual Violence Flowchart: This flowchart will help those who have experienced sexual violence find resources to help them with their choices.

For your campus specific flow charts, please visit:

<https://www.algonquincollege.com/projectlighthouse/flowcharts>

## SA16: Appendix 9 – Sexual Violence Prevention Resources

### Project Lighthouse

Project Lighthouse aims to shine light on the topic of sexual violence and help you navigate healthy sexual relationships. Through compassion, education, and awareness, this initiative aims to reduce sexual violence at Algonquin College and support survivors of sexual violence. Look for events and programming on campus to get involved. You can also view a list of on- and off-campus supports at the [Ottawa](#), [Pembroke](#), and [Perth](#) campuses.

For a full list of consent and sexual violence prevention resources, as well as events hosted by Project Lighthouse please visit <https://www.algonquincollege.com/projectlighthouse/>.

# Enrolment Update

Academic and Student Affairs Committee

September 30, 2019

Academic Operations and Planning  
and the Registrar's Office

# Enrolment Update – Fall 2019

(at Sep. 16, 2019 – Day 10)

## COLLEGE ENROLMENT - 2019 FALL

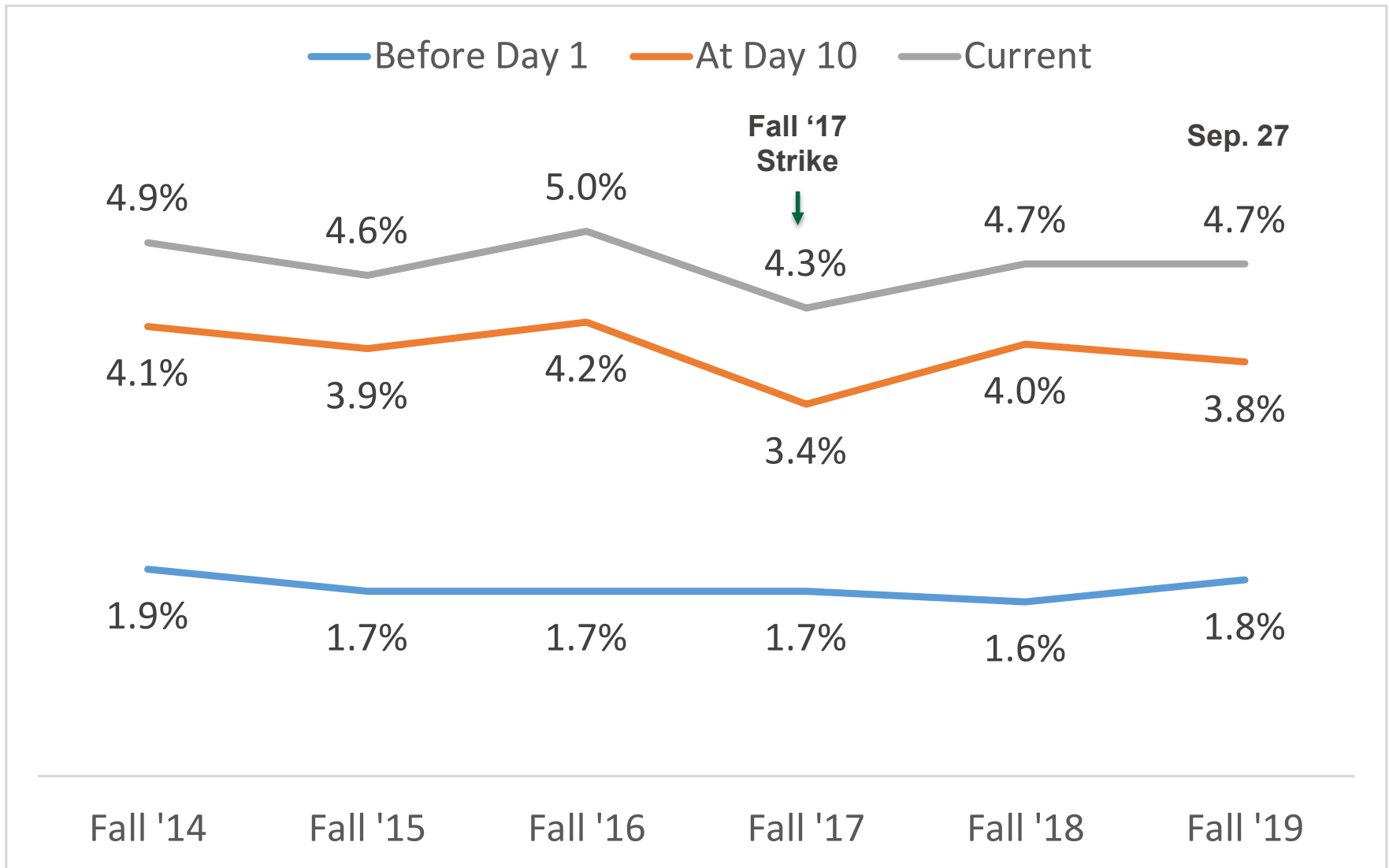
(Post Secondary & Graduate Certificates)

	Actual (at Sep. 16, '19)	% of Approved Budget		Previous Year (at Sep. 17, '18)		
		Status	YoY #	YoY %	Status	
<b>Total Registered</b>	20,197	100%	●	348	2%	●
<b>Level 01</b>	10,574	99%	◆	(396)	(4%)	◆
<b>Returning</b>	9,623	101%	●	744	8%	●
<b>Domestic</b>	16,322	99%	◆	(395)	(2%)	◆
<b>International</b>	3,875	105%	●	743	24%	●
<b>Withdrawals</b>	807			(13)	(1.6%)	
<b>As % of Total Registered</b>	3.8%				(0.1%)	●

**Budget enrolment targets achieved for Fall 2019**

# Withdrawal Trends – Fall Term

(Withdrawals as % of Total Registrations)





# MEMO



President/Board of Governors

**DATE:** October 28, 2019

**TO:** Board of Governors

**FROM:** Governor Kelly Sample, Chair, Audit & Risk Management Committee

**SUBJECT:** **Audit & Risk Management Committee meeting of October 3, 2019**

*Board members can review meeting materials from the October 3, 2019 meeting by accessing the Board of Governors 'Teams site' [Audit & Risk Management Committee, October 3, 2019 meeting folder](#).*

## **A. ITEMS REQUIRING BOARD OF GOVERNORS' APPROVAL**

### 1) Athletics and Recreation Centre – Investment Case and Implementing Agreements

Members were presented with the Athletics and Recreation Centre Final Investment Case and Implementing Agreements. The Athletics and Recreation Centre will increase the footprint of the College's indoor athletics and recreational facilities from 45,600 gross square feet to approximately 125,000 gross square feet. Algonquin Students' Association has funded the existing facilities and infrastructure for athletics and recreation activities, and operates these programs for Algonquin College students. A detailed presentation will be provided under agenda item 5.2 Athletics & Recreation Centre – Investment Case at the October 28, 2019 Board of Governors meeting with a recommendation for approval.

### 2) First Quarter 2019-2020 Financial Projection

Members were referred to the First Quarter 2019-2020 Financial Projection. As the College is not currently in compliance with one element of the Finance Management Policy, Board approval is required for this non-compliance. The full report will be presented under agenda 6.1 First Quarter 2019-2020 Financial Projection at the October 28, 2019 Board of Governors meeting with a recommendation for approval.

Members accepted this report for information.

## **B. ITEMS THE COMMITTEE HAS REVIEWED – FOR INFORMATION TO THE BOARD**

### 1) First Quarter 2019-2020 College Operating Funds Investment Report

Members were referred to the First Quarter 2019-2020 College Operating Funds Investment Report's performance results for the quarter ended June 30, 2019. The fund produced a return of 0.70% for the first quarter, over performing the benchmark which returned 0.67%. The College Operating Funds one year return was 3.30% compared to the benchmark index of 2.93%. As at June 30, 2019, the market value of the fund was reported at \$61.1 million,

compared to \$60.7 million at March 31, 2019. Details of the report are provided in Appendix A: First Quarter 2019-2020 College Operating Funds Investment Report.

Members accepted this report for information.

2) First Quarter 2019-2020 College Endowment Funds Investment Report

Members were referred to the First Quarter 2019-2020 Endowment Funds Investment Report. The Endowment Funds' one-year return as of June 30, 2019 is 5.40% underperforming the benchmark index of 5.93%. The Endowment Funds are a restricted asset and a component of College capital reported in the Algonquin College audited financial statements. As at June 30, 2019, the market value of the Endowment Fund was reported at \$28.1 million, compared to \$27.0 million at March 31, 2019. Details of the report are provided in Appendix B: First Quarter 2019-2020 Endowment Funds Investment Report.

Members accepted this report for information.

3) First Quarter 2019-2020 Major Capital Projects Report

The report provided members with a financial overview and update on the progress of the College's major capital projects underway in 2019-2020. College management committed to reporting continuing progress on existing projects such as the Athletics and Recreation Centre, the Student Information System replacement project, and various infrastructure renewal projects. A summary of Major Capital Projects are provided in Appendix C: First Quarter 2019-2020 Major Capital Projects Report.

Members accepted this report for information.

4) First Quarter 2019-2020 Enterprise Risk Management Report

Members were presented with the First Quarter 2019-2020 Enterprise Risk Management Report. The report provided an update on the risk mitigation strategies undertaken to manage College risks identified in the Corporate Risk Profile, information on the incidents of fraud and a summary of insurance and legal cases.

Members accepted this report for information.

5) Annual Report: 2019-2020 Management's Response to Internal and External Auditor's Recommendations

Members were referred to the 2019-2020 Management's Response to Internal and External Auditor's Recommendation. The auditor recommendations typically lead to improved controls and processes which mitigate risk of future losses and support the achievement of strategic objectives. College Management will continue to monitor and follow up on actions undertaken to address outstanding recommendations presented in these reports. Completed recommendations or recommendations deemed no longer relevant are removed from this report.

Members accepted this report for information.

6) Terms of Reference Review against annual Workplan

Members were referred to the Terms of Reference Review against annual Workplan.

7) 2019-2020 Audit and Risk Management Committee Workplan

Members were referred to the 2019-2020 Workplan and accepted this for information.

8) 2019-2020 Audit and Risk Management Committee Meeting Schedule

Members were referred to the 2019-2020 Audit and Risk Management Committee Meeting Schedule and accepted this item for information.

# First Quarter 2019-2020 College Operating Funds Investment Report

Period ended June 30, 2019

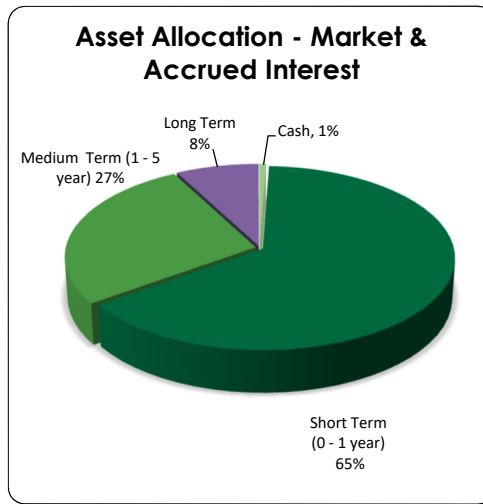
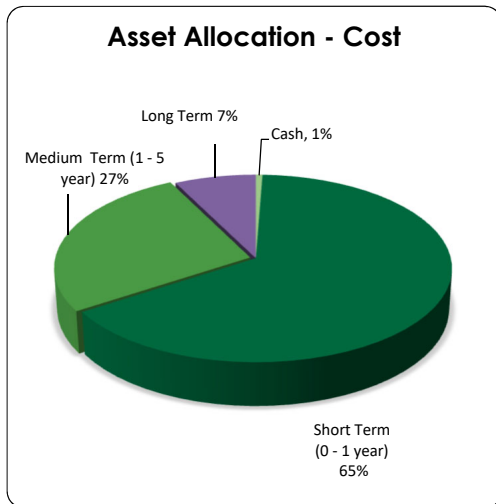
**Fund Balance**

	Book Value	Market Value*
<b>Fund Balance March 31, 2019</b>	<b>\$ 60,809,515</b>	<b>\$ 60,743,181</b>
Withdrawals	-	-
Accrued Interest from Buys/Sells	(4,760)	(4,760)
Fees (YVL, NBCN)	(15,875)	(15,875)
Investment Income (Loss)	704,994	704,994
Accrued Interest already reported in beginning Market Value	-	(525,199)
Realized Gain/Loss	(110,471)	-
Market Value Gain/Loss	-	228,967
<b>Fund Balance as per Yorkville June 30, 2019</b>	<b>\$ 61,383,404</b>	<b>\$ 61,131,308</b>

\* includes accrued interest

**Asset Allocation**

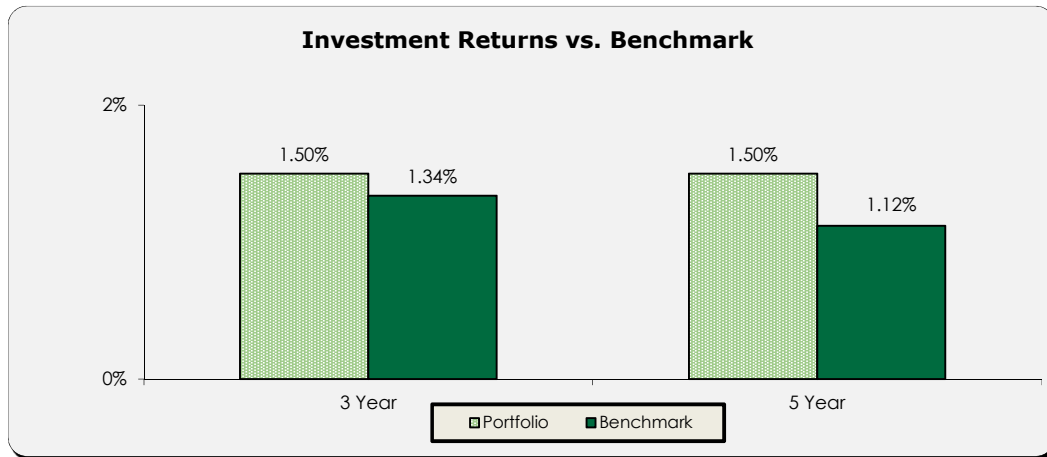
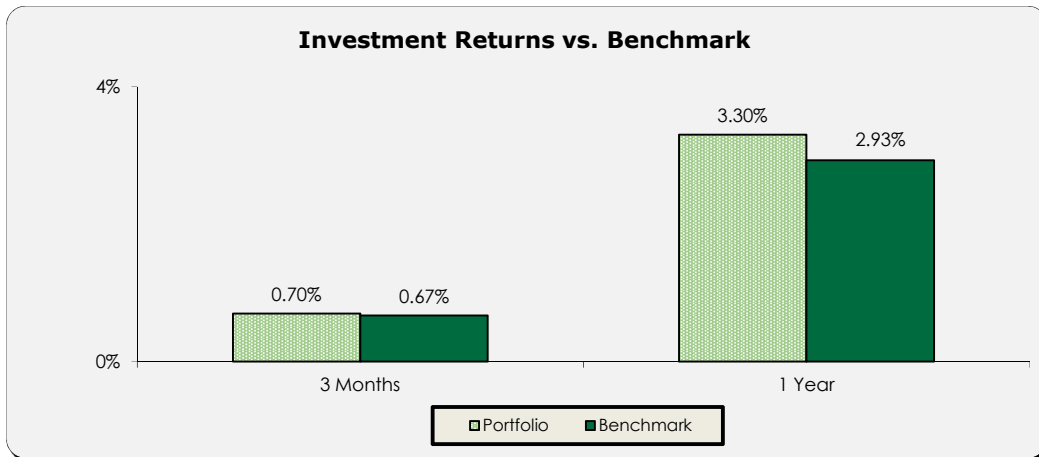
Fund Balance March 31, 2019	Cost	Percentage	Market & Accrued Interest	Percentage	Target	Min/Max
Cash	\$ 361,578	1%	\$ 361,578	1%	0%	n/a
Short Term (0 - 1 year)	39,635,591	65%	39,445,003	65%	50%	40% - 100%
Medium Term (1 - 5 year)	16,872,529	27%	16,567,444	27%	45%	0% - 50%
Long Term (5 - 10 year)	4,513,707	7%	4,757,285	8%	5%	0% - 10%
<b>Total Portfolio</b>	<b>\$ 61,383,404</b>	<b>100%</b>	<b>\$ 61,131,308</b>	<b>100%</b>	<b>100%</b>	



**Performance Review**

	<b>Portfolio Performance</b>	<b>Benchmark *</b>	<b>Relative Performance</b>
<b>FY 2015</b>	2.00%	2.50%	-0.50%
<b>FY 2016</b>	1.20%	0.86%	0.34%
<b>FY 2017</b>	0.90%	0.91%	-0.01%
<b>FY 2018</b>	0.20%	0.18%	0.02%
<b>FY 2019</b>	3.00%	2.61%	0.39%
<b>Q1 FY 2020</b>	3.30%	2.93%	0.37%
<b>Annual Return</b>			
<b>5.25-year Compounded Return</b>	<b>2.01%</b>	<b>1.90%</b>	<b>0.12%</b>

**Performance Review**

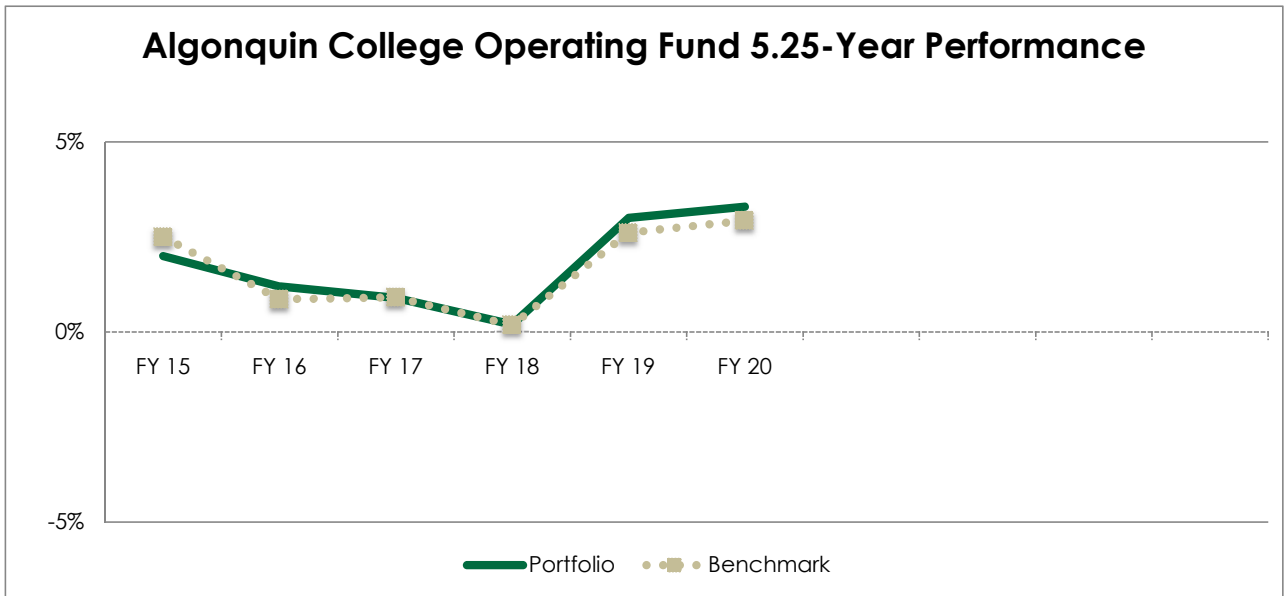


**Investment Returns**

	3 Months	1 Year	3 Year	5 Year
Portfolio	0.70%	3.30%	1.50%	1.50%
Benchmark*	0.67%	2.93%	1.34%	1.12%

\* Compounded Annual Return





# First Quarter 2019-2020 College Endowment Funds Investment Report

Period ended June 30, 2019

First Quarter 2019-2020 College Endowment Funds Investment Report

**Fund Balance**

	Cost	Market*
<b>Fund Balance March 31, 2019</b>	<b>\$ 23,680,292</b>	<b>\$ 27,054,669</b>
Deposits	412,307	412,307
Withdrawals	-	-
Investment Fees	(24,722)	(24,722)
Investment Income (Loss)	339,290	664,138
Fund Balance as per Yorkville June 30, 2019	<u>\$ 24,407,167</u>	<u>\$ 28,106,392</u>
<b>Fund Balance as per College June 30, 2019</b>	<b>\$ 24,407,167</b>	<b>\$ 28,106,392</b>

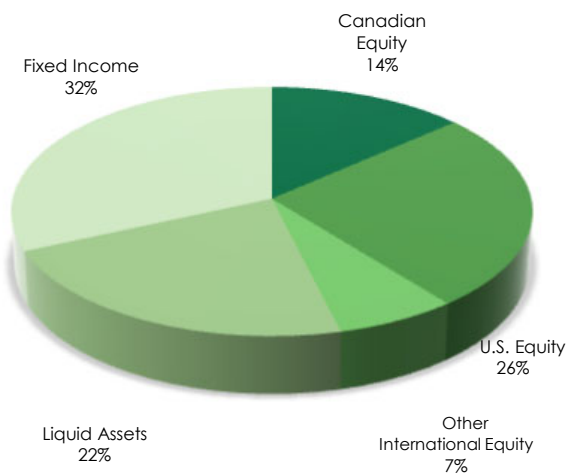
<b>Fund Balance - Breakdown</b>							<b>Policy</b>
<b>June 30, 2019</b>	<b>Cost</b>	<b>% of Cost</b>	<b>Market*</b>	<b>% of Market</b>	<b>Benchmark</b>	<b>Range</b>	
Cash	\$ 5,404,989.00	22%	\$ 5,404,957	19%	3%	0-20%	
Fixed Income	7,737,740	32%	8,064,877	29%	35%	25-45%	
Canadian Equity	3,297,487	14%	3,966,695	14%	22%	12-32%	
US Equity	6,295,120	26%	8,829,093	31%			
Other International Equity	1,671,831	7%	1,840,769	7%			
Total Global Equity	<u>7,966,951</u>	<u>33%</u>	<u>10,669,862.00</u>	<u>38%</u>	40%	30-50%	
<b>Total</b>	<b>\$ 24,407,167</b>	<b>100%</b>	<b>\$ 28,106,392</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	

\* excludes accrued interest

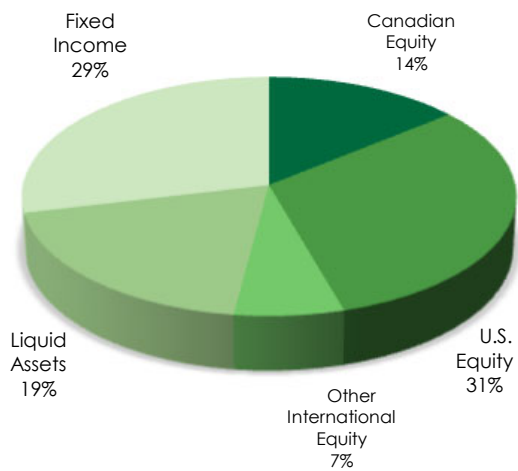
**Asset Allocation**

	Cost	Percentage	Market	Percentage	Benchmark (effective 04/11/16)
<b>Canadian Equity</b>	\$ 3,297,487	14%	\$ 3,966,695	14%	22.0%
<b>U.S. Equity</b>	\$ 6,295,120	26%	\$ 8,829,093	31%	
<b>Other International Equity</b>	\$ 1,671,831	7%	\$ 1,840,769	7%	
<b>Global Equity</b>	\$ 7,966,951	33%	\$ 10,669,862	38%	40.0%
<b>Total Equity</b>	\$ 11,264,437	46%	\$ 14,636,557	52%	62.0%
<b>Liquid Assets</b>	\$ 5,404,989	22%	\$ 5,404,957	19%	3.0%
<b>Fixed Income</b>	\$ 7,737,740	32%	\$ 8,064,877	29%	35.0%
<b>Total Portfolio</b>	\$ 24,407,167	100.0%	\$ 28,106,392	100.0%	100.0%

**Asset Allocation - Cost**



**Asset Allocation - Market**



# First Quarter 2019-2020 College Endowment Funds Investment Report

## Performance Review

	Cash & Equivalents**	FTSE TMX 30-day T-bill	Relative Performance	Fixed Income	FTSE TMX Universe	Relative Performance	Canadian Equity	TSX Composite	Relative Performance	Global Equity	MSCI World (ex-Cda)	Relative Performance	Portfolio Totals	Benchmark Totals	Relative Performance
Fiscal 2000 (9 mths)				3.21%	3.21%	0.00%	1.89%	36.40%	-34.51%	0.06%	0.10%	-0.04%	1.92%	18.95%	-17.04%
Fiscal 2001				13.86%	8.70%	5.16%	19.97%	-18.60%	38.57%	10.42%	-17.14%	27.56%	13.18%	-9.18%	22.36%
Fiscal 2002				6.08%	5.09%	0.99%	14.90%	4.87%	10.03%	9.28%	-2.92%	12.20%	9.49%	3.07%	6.42%
Fiscal 2003				9.44%	9.14%	0.30%	-14.44%	-17.60%	3.16%	-27.60%	-29.81%	2.21%	-7.13%	-12.22%	5.09%
Fiscal 2004				10.67%	10.78%	-0.11%	42.25%	37.73%	4.52%	26.40%	30.95%	-4.55%	23.94%	26.10%	-2.16%
Fiscal 2005				4.73%	5.01%	-0.28%	21.28%	13.93%	7.35%	0.44%	2.04%	-1.60%	10.02%	7.51%	2.51%
Fiscal 2006				4.27%	4.86%	-0.59%	25.22%	28.42%	-3.20%	12.18%	13.86%	-1.68%	13.26%	15.91%	-2.64%
Fiscal 2007				5.63%	5.46%	0.17%	14.50%	11.42%	3.08%	15.99%	14.70%	1.29%	11.28%	9.99%	1.29%
Fiscal 2008				4.64%	5.79%	-1.15%	-1.64%	4.00%	-5.64%	-10.56%	-14.75%	4.19%	-1.99%	-0.38%	-1.61%
Fiscal 2009				4.29%	4.93%	-0.64%	-33.19%	-32.43%	-0.76%	-29.23%	-29.49%	0.26%	-20.33%	-20.19%	-0.14%
Fiscal 2010				8.44%	5.14%	3.30%	46.19%	42.15%	4.04%	21.84%	22.75%	-0.91%	27.64%	25.21%	2.43%
Fiscal 2011				5.25%	5.13%	0.12%	14.67%	20.42%	-5.75%	6.70%	8.26%	-1.56%	9.79%	13.20%	-3.40%
Fiscal 2012				8.16%	9.75%	-1.59%	-7.36%	-9.76%	2.40%	8.21%	4.88%	3.33%	0.03%	-0.82%	0.85%
Fiscal 2013*				5.17%	4.54%	0.63%	12.06%	6.12%	5.94%	14.48%	15.02%	-0.54%	10.69%	9.50%	1.19%
Fiscal 2014				0.55%	0.84%	-0.29%	19.74%	15.91%	3.83%	37.95%	31.40%	6.55%	16.82%	17.30%	-0.48%
Fiscal 2015				7.36%	9.86%	-2.50%	21.22%	6.92%	14.30%	34.60%	23.49%	11.11%	20.84%	15.01%	5.83%
Fiscal 2016				0.87%	0.72%	0.15%	3.06%	-6.58%	9.64%	-12.86%	-0.42%	-12.44%	-5.27%	-1.12%	-4.15%
Fiscal 2017	0.40%	0.54%	-0.14%	0.98%	1.48%	-0.50%	9.99%	18.60%	-8.61%	15.46%	18.34%	-2.88%	8.76%	11.78%	-3.02%
Fiscal 2018	0.20%	0.75%	-0.55%	1.68%	1.41%	0.27%	0.13%	1.69%	-1.56%	10.49%	10.12%	0.37%	6.51% ***	4.93%	1.58%
Fiscal 2019	3.13%	1.77%	1.36%	5.66%	4.99%	0.67%	4.36%	8.10%	-3.74%	10.12%	7.82%	2.30%	7.30%	6.98%	0.32%
Q1 2020	0.40%	0.40%	0.00%	2.20%	2.54%	-0.34%	3.70%	2.58%	1.12%	2.80%	1.70%	1.10%	2.30%	2.15%	0.15%
Fiscal 2020	0.40%	0.40%	0.00%	2.20%	2.54%	-0.34%	3.70%	2.58%	1.12%	2.80%	1.70%	1.10%	2.30%	2.15%	0.15%
Annual Return **															
1.25 year compounded	2.82%	1.74%	1.09%												
20 year compounded				5.61%	5.43%	0.18%	9.43%	6.96%	2.46%	6.37%	4.01%	2.36%	7.38%	6.52%	0.86%

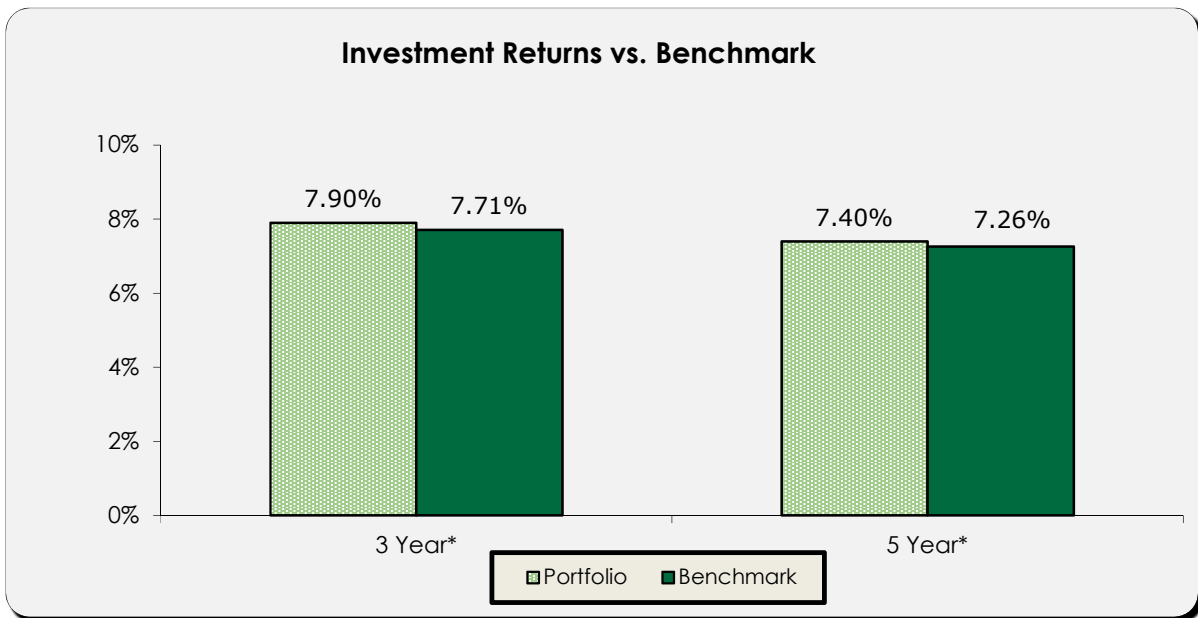
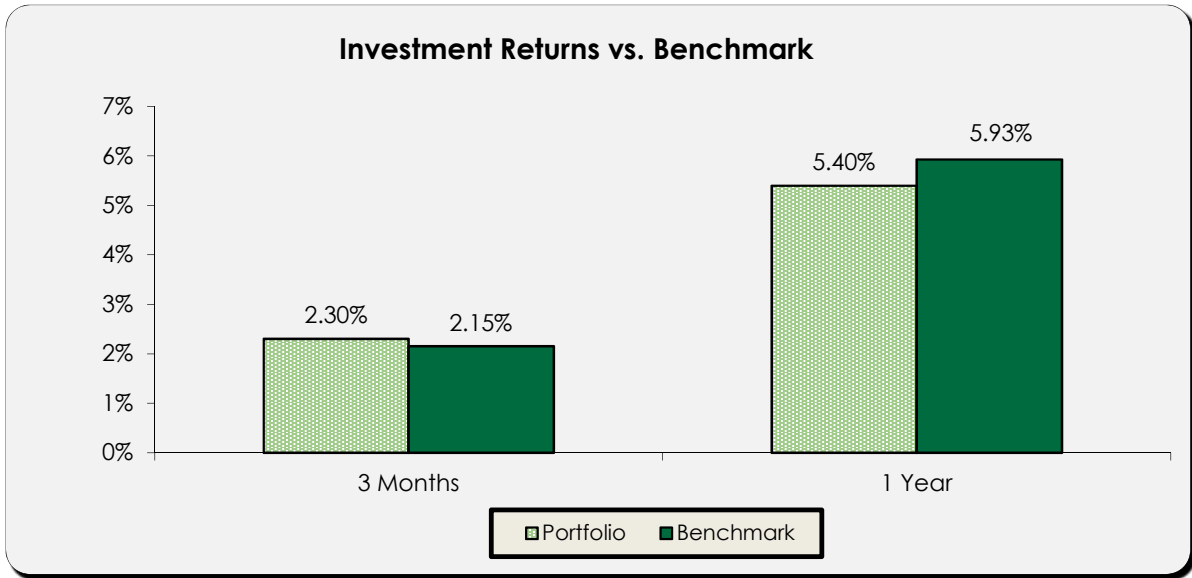
Returns are before fees.

\*New benchmark effective 08/31/12

\*\* Cash & Equivalent target added on approved investment policy as of June 11, 2018. Cash & Equivalents compounded return for 1.25 years.

\*\*\* Fiscal 2018 total portfolio performance includes the Kivuto shares trade which increased total annual return by 1.45%. Excluding the Kivuto shares trade, the annual portfolio return would have been 5.06%.

## Performance Review

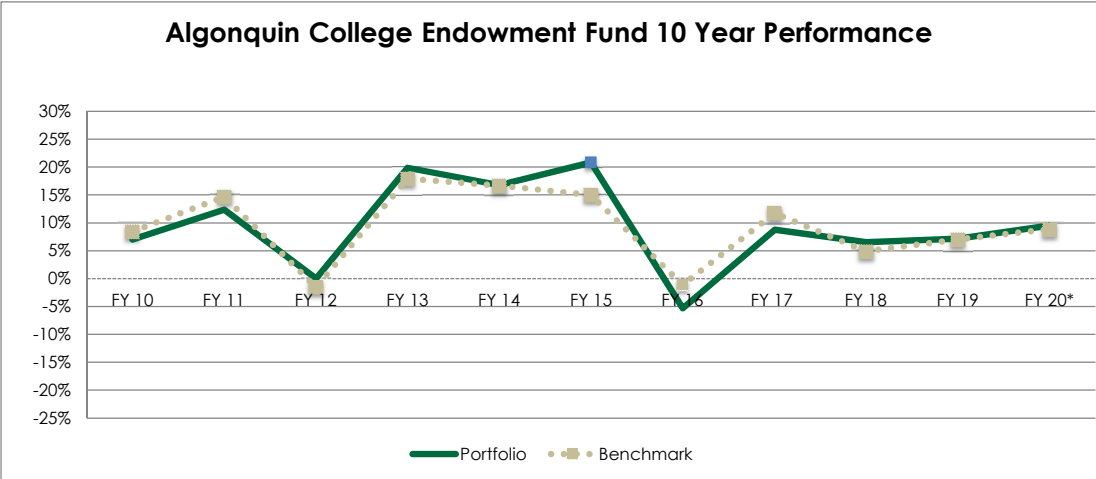


### Investment Returns

	3 Months	1 Year	3 Year*	5 Year*
Portfolio	2.30%	5.40%	7.90%	7.40%
Benchmark	2.15%	5.93%	7.71%	7.26%

\* Compounded Annual Return

First Quarter 2019-2020 College Endowment Funds Investment Report



**Sharpe Ratio**

Sharpe Ratio Endowment Funds Equity Portfolio vs Benchmark			
Period Ending	1 Year Equity Portfolio Sharpe Ratio	1 Year Equity Benchmark Sharpe Ratio	Relative Performance
30-Jun-17	8.79	7.78	1.00
30-Sep-17	5.98	5.82	0.16
31-Dec-17	4.78	5.66	-0.88
31-Mar-18	2.56	2.24	0.32
30-Jun-18	5.25	6.05	-0.80
30-Sep-18	7.82	5.55	2.27
31-Dec-18	-0.85	-1.01	0.16
31-Mar-19	1.65	0.98	0.67
30-Jun-19	0.76	0.98	-0.22

The Sharpe Ratio is the average return earned in excess of the risk-free rate per unit of volatility or total risk. Generally, the greater the value of the Sharpe ratio, the more attractive the risk-adjusted return.

Formula for calculating the Sharpe ratio (for a rolling one year period)

$$[\text{Equity Portfolio Return} - \text{Risk Free Rate (Blended US \& Canada)}] / \text{Portfolio Standard Deviation}$$



# First Quarter 2019-2020 College Endowment Funds Investment Report

## Schedule of Cumulative Realized Investment Income/(Loss) Available for Distribution

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Amount available for future distribution, beginning of year	\$ 530,141	\$ (383,968)	\$ (470,851)	\$ (430,400)	\$ (798,352)	\$ (528,091)	\$ 2,067,205	\$ 2,497,016	\$ 2,699,434	\$ 3,543,474	\$ 4,213,486	\$ 3,755,820
Realized investment income/(loss)	\$ (546,374)	\$ 387,189	\$ 594,826	\$ 240,716	\$ 966,012	\$ 3,302,409	\$ 1,363,388	\$ 1,182,259	\$ 1,830,019	\$ 1,703,517	\$ 622,076	\$ 339,290
Investment fees	\$ (32,735)	\$ (37,072)	\$ (46,260)	\$ (51,690)	\$ (56,572)	\$ (49,974)	\$ (80,721)	\$ (97,448)	\$ (87,257)	\$ (100,539)	\$ (97,112)	\$ (24,722)
Amount distributed	\$ (335,000)	\$ (437,000)	\$ (508,115)	\$ (556,978)	\$ (639,179)	\$ (657,139)	\$ (852,856)	\$ (882,393)	\$ (898,722)	\$ (932,966)	\$ (982,630)	\$ -
Amount available for future distribution, end of year	\$ (383,968)	\$ (470,851)	\$ (430,400)	\$ (798,352)	\$ (528,091)	\$ 2,067,205	\$ 2,497,016	\$ 2,699,434	\$ 3,543,474	\$ 4,213,486	\$ 3,755,820	\$ 4,070,388

## Schedule of Unrealized Investment Income/ (Loss)

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Unrealized income/(loss)	\$ (1,316,128)	\$ 1,808,247	\$ 660,041	\$ (237,912)	\$ 738,307	\$ (318,027)	\$ 2,869,617	\$ (2,440,923)	\$ 168,461	\$ (136,038)	\$ 1,255,147	\$ 324,848

## Fund Balance as per Yorkville

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Cash	2%	6%	6%	6%	2%	5%	3%	6%	6%	9%	13%	19%
Fixed Income	33%	29%	29%	30%	32%	39%	37%	38%	27%	29%	29%	29%
Canadian Equity	51%	50%	50%	49%	22%	14%	16%	18%	23%	17%	15%	14%
Global Equity*	14%	15%	15%	15%	44%	43%	44%	37%	44%	45%	43%	38%
Total	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

\* combined U.S. & international

## Asset Mix - Market

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Cash	\$ 152,669	\$ 734,213	\$ 876,587	\$ 923,830	\$ 394,277	\$ 933,791	\$ 738,663	\$ 1,396,853	\$ 1,511,625	\$ 2,240,828	\$ 3,594,267	\$ 5,404,957
Fixed Income	\$ 2,501,241	\$ 3,378,620	\$ 4,169,647	\$ 4,509,659	\$ 5,674,855	\$ 8,069,566	\$ 9,129,860	\$ 8,747,242	\$ 6,521,153	\$ 7,458,927	\$ 7,941,402	\$ 8,064,877
Canadian Equity	\$ 3,902,505	\$ 5,713,231	\$ 7,085,974	\$ 7,336,200	\$ 3,900,716	\$ 2,843,840	\$ 3,844,897	\$ 4,168,105	\$ 5,681,573	\$ 4,453,579	\$ 3,957,871	\$ 3,966,695
Global Equity*	\$ 1,077,435	\$ 1,681,417	\$ 2,133,033	\$ 2,299,217	\$ 7,841,598	\$ 8,867,647	\$ 10,830,127	\$ 8,419,248	\$ 10,644,332	\$ 11,366,416	\$ 11,561,129	\$ 10,669,862
Total	\$ 7,633,850	\$ 11,507,481	\$ 14,265,241	\$ 15,068,906	\$ 17,811,446	\$ 20,714,844	\$ 24,543,547	\$ 22,731,448	\$ 24,358,683	\$ 25,519,750	\$ 27,054,668	\$ 28,106,392

\* combined U.S. & international

### Summary of Major Capital Projects

Page	Project	Board of Governors Approved Project Value \$M	Percentage of Current Major Capital Projects
2	Energy Service Company Project - (ESCO 2)	\$51.1	32 %
5	DARE District	44.9	28%
7	Algonquin College Students' Association Athletics and Recreation Centre	49.9	31%
9	Pedestrian Bridge to Bus Rapid Transit Station	3.1	2 %
11	Net Tuition Project	0.9	1%
13	Solar Photovoltaic Plan	8.0	5%
15	Student Information System	3.1	2%
	<b>Total Approved <u>Current</u> Projects Value</b>	\$ 161.0	100%
	<b>Summary of Projects <u>Completed</u> Since Fiscal 2011-2012</b>	\$232.2	

**3.4 APPENDIX C –  
First Quarter 2019-2020  
Major Capital Projects Report**

**Energy Service Company Project - (ESCO 2)**

<b>Reviewed and approved by Algonquin College Executive Team Sponsor:</b> D. McNair
<b>Algonquin College Leadership Team Project Dean/Director:</b> J. Tattersall
<b>Project Manager:</b> A. Waked (Colliers Project Leaders)

<b>Board of Governors and Key Approval Dates</b>	<b>Dates</b>
In response to a Request for Proposal issued by the College, Siemens Canada is awarded a letter of intent for energy improvement measures and reduction of the College’s deferred maintenance liability.	August 2012
Meeting #477 – The Board of Governors approves a multi-phase approach to the Energy Service Company Project (ESCO 2).	December 2012
Meeting #481 - The Board of Governors approves phase two focusing on the design and Provincial approvals for the co-generation plant and other improvement measures, with a total projected investment of \$3.6 million.	October 2013
Meeting #487 - The Board of Governors approves phase three. This phase focuses on the construction of the co-generation plant and other improvement measures. Total projected investment for this phase is \$13.9 million.	June 2014
Meeting #492 - The Board of Governors approves phase four. This phase focuses on the finalization of the Energy Centre and the installation of the second co-generation plant, along with other plant and energy saving measures. Total projected investment for this phase is \$20 million.	June 2015

<b>Key Construction Highlight Dates</b>	<b>Dates</b>
B-Building heating, ventilation and cooling substantial completion date	February 2015
Design of co-generation Plant	April 2015
Co-generation plant electrical generator substantial completion date (revised from December 2015)	April 2016
Second co-generator installed (revised date from original: Winter 2016-2017)	April 2018
Installation of underground thermal pipeline network completed (revised date from original: Winter 2016-2017). Delays associated with the award of the prime contracts to complete this scope of work.	December 2018
Thermal network vertical risers and tie-in to associated mechanical systems complete and coordinated with building operation requirements.	August 2019

<b>Approved Project Funding</b>	<b>Gross Project Costs</b>	<b>Less Incentives &amp; Contributions</b>	<b>Net Project Costs for Financing</b>
ESCO 2 (Phase 1)	\$14.0 million	\$0.3 million	\$13.7 million
ESCO 2 (Phase 2)	4.1 million	0.6 million	3.5 million
ESCO 2 (Phase 3)	14.2 million	0.3 million	13.9 million
ESCO 2 (Phase 4)	28.2 million	8.2 million	20.0million
<b>Total</b>	<b>\$60.5 million</b>	<b>\$9.4 million</b>	<b>\$51.1 million</b>

**3.4 APPENDIX C –  
First Quarter 2019-2020  
Major Capital Projects Report**

**Energy Service Company Project (ESCO 2) - continued**

<b>Projected Annual Savings Phase (Post-Construction) per the Detailed Feasibility Study</b>	<b>Projected Value</b>
Phase One	\$1.0 million
Phase Two	0.2 million
Phase Three	1.0 million
Phase Four	1.1 million
<b>Total</b>	<b>\$3.3 million</b>

<b>Total Savings (Construction Still in Progress) Realized to Date/Projected</b>	<b>Value</b>
Realized Savings to March 31, 2015	\$0.6 million
Realized Savings in Fiscal Year 2015-2016	1.4 million
Realized Savings in Fiscal Year 2016-2017	2.9 million
Realized Savings in Fiscal Year 2017-2018	2.0 million
Realized Savings in Fiscal Year 2018-2019	3.9 million
Actual and Projected Savings in Fiscal Year 2019-2020	3.5 million
<b>Total</b>	<b>\$14.3 million</b>

<b>Total Payments to Manulife (Construction Still in Progress)</b>	<b>Value</b>
Actual Payments to March 31, 2015	\$0 million
Actual Payments in Fiscal Year 2015-2016	1.5 million
Actual Payments in Fiscal Year 2016-2017	2.8 million
Actual Payments in Fiscal Year 2017-2018	3.2 million
Actual Payments in Fiscal Year 2018-2019	3.4 million
Actual and Projected Payments in Fiscal Year 2019-2020	3.5 million
<b>Total</b>	<b>\$14.4million</b>

**Energy Service Company Project (ESCO 2) - continued**

**Project Risk and Status Dashboard \* Green Good, Red Trouble, Yellow Warning**

<b>G</b>	<b>Governance</b>	Appropriate Project Sponsorship and Governance is in place.
<b>R</b>	<b>Scope Management</b>	Close out discussions with Siemens are ongoing. Recently discovered asbestos-containing materials within the plant have slowed the project completion and may require some increased scope to mitigate the newly discovered risk.
<b>R</b>	<b>Cost Management</b>	The College and Siemens continue to work through the final scope changes and financial close out of the project to ensure alignment with the original contract and containment of all change orders within the overall budget. Once the asbestos issue is resolved, the College and Siemens will finalize close out discussions and resolve any cost increases related to mitigating the risks.
<b>R</b>	<b>Schedule Management</b>	A combination of technical and intentional strategic delays associated with the installation of both cogeneration units and associated infrastructure and equipment has resulted in these last elements of the ESCO2 project to now be commissioned over the coming months with the final elements online by end of Q2 2019-2020. Further delay is probable due to the discovery of asbestos in the dust in the boiler room and tunnels which Algonquin is addressing with Siemens and its sub-contractors. Nevertheless, both Siemens and the College are working to respect an October 31, 2019 completion date.
<b>Y</b>	<b>Project Resources</b>	Siemens / subs declined entry into the work area until the asbestos containing materials were cleaned up. Cleaning has been completed in areas related to project scope and we are currently finalizing the health and safety conditions with Siemens.
<b>Y</b>	<b>Risk Management</b>	The discovery of asbestos containing materials in the plant area has increased project schedule risk and may increase financial risk. While these project risks have impacted energy savings commitments, several electricity incentive programs have largely served to mitigate these short term losses until all elements of the ESCO2 project are fully operational.
<b>G</b>	<b>Stakeholder Engagement</b>	Active stakeholder engagement continues on a targeted basis in consideration of the impact of the outstanding construction activities.

**3.4 APPENDIX C –  
First Quarter 2019-2020  
Major Capital Projects Report**

**DARE District – FINAL PROJECT UPDATE**

The DARE District project is a major renovation, expansion and modernization of the space in and around the current library. Here, students, researchers and entrepreneurs will come together to collaborate, expand the boundaries of knowledge, create the jobs of tomorrow and spark economic growth.

<b>Reviewed and approved by Algonquin College Executive Team Sponsor:</b> D. McNair
<b>Algonquin College Leadership Team Project Dean/Director:</b> J. Tattersall
<b>Project Manager:</b> L. Smith (Colliers Project Leaders)

<b>Board of Governors Key Approval Dates</b>	<b>Dates</b>
Meeting #497–Board of Governors approves in principle the development of a \$44.9 million project pending confirmation of funding received from the Federal Post-Secondary Institution Strategic Investment Fund and the Ontario Government. The Board also approved the investment of up to \$9.5 million for this project from the College’s Internally Restricted Net Assets over the fiscal years 2016-17 and 2017-18, and approves a non-competitive procurement of services to develop and construct the Innovation Centre.	May 2016
Board of Governors approves the development of the Innovation Center by utilizing up to \$9.5 million from the College’s Internally Restricted Net Assets and up to \$11.6 million from the College’s Strategic Investment Priorities funds over the fiscal years 2016-2017 to 2018-2019.	August 2016
Foundation Board of Governors approves \$2 million fundraising campaign.	October 2016

<b>Project Milestones</b>	<b>Dates</b>
Federal and provincial funding totaling \$24.8 million confirmed	October 2016
Decanting / swing space moves substantially complete	December 2016
First design document package ready for tender	December 2016
Final design document package ready for tender	August 2017
Construction commences with hoarding, demolition and abatement	February 2017
Interior fit-up work commences	June 2017
Construction of single story addition and infill begins	July 2017
Substantial performance of all project components	April 2018
Grand opening celebrations	May 3, 2018
Move-in and operationalization	June 2018
Deficiencies close-out and final commissioning	September 2018

<b>Approved Project Funding</b>	<b>Approved Value</b>
Federal government funding	\$21.9 million
Provincial government funding	2.9 million
Algonquin College reserve fund – future capital expansion	9.5 million
Capital fundraising campaign	2.0 million
Strategic Investment Priorities budget allocation	8.6 million
<b>Total</b>	<b>\$44.9 million</b>

**3.4 APPENDIX C –  
First Quarter 2019-2020  
Major Capital Projects Report**

**DARE District - continued**

<b>Project Contingency</b>	<b>Value</b>
Approved project contingency	\$5.7 million
Contingency balance as at June 30, 2019	\$0 million

<b>Actual/Projected Project Cost</b>	<b>Value</b>
Expenditures in 2016-2017	\$6.6 million
Expenditures in 2017-2018	29.3 million
Expenditures in 2018-2019	9.5 million
Expenditures in 2019-2020 as of June 20, 2019	0.032 million
<b>Total</b>	<b>\$45.4 million</b>

<b>Total Project Variance</b>	<b>(\$0.5) million</b>
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**Project Risk and Status Dashboard** \* Green Good, Red Trouble, Yellow Warning

<b>G</b>	<b>Governance</b>	Appropriate Project Sponsorship and Governance completed.
<b>G</b>	<b>Scope Management</b>	Final project scope defined and executed.
<b>R</b>	<b>Cost Management</b>	Unanticipated scope including correction and completion of design, and numerous additional College-driven modifications required to complete the project which resulted in a project budget overage.
<b>G</b>	<b>Schedule Management</b>	Project delivered on schedule.
<b>G</b>	<b>Project Resources</b>	No significant issue.
<b>G</b>	<b>Risk Management</b>	Project complete. No outstanding risks.
<b>G</b>	<b>Stakeholder Engagement</b>	No significant issues.
<b>G</b>	<b>Operational Readiness</b>	Space is now occupied and serving its intended purpose.

**3.4 APPENDIX C –  
First Quarter 2019-2020  
Major Capital Projects Report**

**Algonquin Students’ Association Athletics and Recreation Centre (ARC)**

The Algonquin Students’ Association has entered into an agreement with Algonquin College to collaborate in the construction of a new Athletics and Recreation Centre with an initially estimated size of approximately 120,000 gross square feet. The proposed recreation centre will replace current recreation infrastructure in an area of the College constructed in the early 1960s and would significantly increase the physical capacity of student fitness, increase athletic opportunities, and offer students unlimited access to state-of-the-art recreational facilities. The location for this newest infrastructure build is on the north-west corner of the College’s main parking (lot 8).

<b>Reviewed and approved by Algonquin College Executive Team Sponsor:</b> D. McNair
<b>Algonquin College Leadership Team Project Dean/Director:</b> J. Tattersall
<b>Project Manager:</b> L. Smith (Colliers Project Leaders)

<b>Board of Governors Key Approval Dates</b>	<b>Dates</b>
Meeting #503 – The Board of Governors approves the allocation of up to \$5.5 million from College reserves to collaborate with the Algonquin Students’ Association in the construction of a new Athletics and Recreation Centre provided that the following conditions are met: <ul style="list-style-type: none"> <li>• All regulatory and legislative requirements, including Section 28 of the Financial Administration Act, are met; and</li> <li>• A favourable operating agreement between the Algonquin Students’ Association and Algonquin College has been reached, and</li> <li>• The Algonquin Students’ Association acquires suitable loan financing.</li> </ul>	June 2017

<b>Project Milestones</b>	<b>Dates</b>
Project start date	March 27, 2018
Substantial completion date	May 2021

<b>Project Funding</b>	<b>Value</b>
Algonquin College capital contribution	\$5.5 million
Algonquin Students’ Association reserves	14.0 million
Algonquin Students’ Association loan financing	30.4 million
<b>Total</b>	<b>\$49.9 million</b>

<b>Project Contingency</b>	<b>Value</b>
Estimated project contingency	\$3.6 million
Contingency balance as at June 30, 2019	\$3.6 million

<b>Actual/Projected Project Cost</b>	<b>Value</b>
Expenditures in Fiscal 2018-2019	\$0.4 million
Expenditures in Fiscal 2019-2020 (April 1, 2019 to June 30, 2019)	0.6 million
Projected Expenditures remaining in Fiscal 2019-2020	12.5 million
Fiscal 2020-2021	35.3 million
Fiscal 2021-2022	1.1 million
<b>Total</b>	<b>\$49.9 million</b>

<b>Total Project Variance</b>	<b>\$0 million</b>
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**Algonquin College Students’ Association Athletics and Recreation Centre (ARC) - continued**

**Project Risk and Status Dashboard**

**\* Green Good, Red Trouble, Yellow Warning**

<b>G</b>	<b>Governance</b>	Steering Committee membership and Executive sponsors have been determined. Terms of reference for Committee has been finalized and approved by the Steering Committee. Regular Steering Committee meetings and updates to ACET are now underway.
<b>Y</b>	<b>Scope Management</b>	Draft functional program has been developed and validated against the original functional program concept and now accounts for all building components. Project scope will be managed within allowed budget using value engineering and scope ladders as required.
<b>Y</b>	<b>Cost Management</b>	Final budget to be determined once design completed and financing is in place. Currently tracking to initial forecast after application of cost reduction strategies.
<b>G</b>	<b>Schedule Management</b>	A baseline schedule has been developed with consideration for due process and stakeholder engagement. Currently tracking to overall substantial completion milestone.
<b>G</b>	<b>Project Resources</b>	Campus Development Consortium developed functional program. Project Manager, Prime Design Consultant, Construction Manager and various other technical service providers retained. Trade contractors for minor works retained as required.
<b>G</b>	<b>Risk Management</b>	A project risk register has been developed for ongoing update with input from various team members.
<b>G</b>	<b>Stakeholder Engagement</b>	The Algonquin Students’ Association has already had extensive engagement with key stakeholders, the students. The Project Vision Principles (PVP) has been finalized. Detailed consultation has and will continue to take place with stakeholders during development of the design and related charrettes. Design Project Review Team (DPRT) meetings are ongoing.
<b>G</b>	<b>Operational Readiness</b>	To be evaluated once project scope and design is further defined. Requirements for commissioning and operation of building systems, and athletics operations formed part of the Prime Design Consultant scope of services.

**Pedestrian Bridge to Bus Rapid Transit Station**

In partnership with the City of Ottawa, this investment seeks to construct an above-grade pedestrian bridge that would link the Algonquin Centre for Construction Excellence (ACCE) facility with a new OC Transpo rapid transit station being built as part of the Light Rapid Rail Transit Stage 2 project. This pedestrian bridge will provide a safe method for crossing College Avenue and an efficient link for transit riders to enter Algonquin College’s Ottawa campus.

<b>Reviewed and approved by Algonquin College Executive Team Sponsor:</b> D. McNair
<b>Algonquin College Leadership Team Project Dean/Director:</b> J. Tattersall
<b>Project Manager:</b> City of Ottawa (lead) – TBD (Colliers Project Leaders)

<b>Board of Governors Key Approval Dates</b>	<b>Dates</b>
Meeting #503 – The Board of Governors approves an investment of up to \$3.1 million from the College’s Reserve Funds between 2018 and 2023 to support the construction of a pedestrian bridge, in collaboration with the City of Ottawa, between the new Baseline bus rapid transit station and the Algonquin Centre for Construction Excellence.	June 2017

<b>Project Milestones</b>	<b>Dates</b>
Anticipated project start date	2019
Substantial completion date	2023

<b>Project Funding</b>	<b>Value</b>
Algonquin College reserve funds	<b>\$3.1 million</b>

<b>Project Contingency</b>	<b>Value</b>
Approved project contingency	Not yet defined
Contingency balance as at June 30, 2019	

<b>Projected Project Cost</b>	<b>Value</b>
Financial close of the light rail contract – scheduled for March 2019	\$0.015 million
Commencement of pedestrian bridge – projected for 2021	2.315 million
Substantial completion of the bridge – projected for 2023	0.77 million
<b>Total</b>	<b>\$3.1 million</b>

<b>Total Project Variance</b>	<b>\$0.0 million</b>
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**Pedestrian Bridge to Bus Rapid Transit Station - continued**

**Project Risk and Status Dashboard**

**\* Green Good, Red Trouble, Yellow Warning**

<b>G</b>	<b>Governance</b>	Project governance is being negotiated and defined through a formal agreement with the City of Ottawa.
<b>G</b>	<b>Scope Management</b>	Discussions underway to clearly define scope for each party and will be formalized in the agreement.
<b>G</b>	<b>Cost Management</b>	College contribution has been defined and will be captured in the cost share agreement with the city.
<b>G</b>	<b>Schedule Management</b>	Schedule management being presided over by the Light Rail Transit (LRT) Stage 2 team.
<b>G</b>	<b>Project Resources</b>	College resources required to support this project will be determined at a later date.
<b>G</b>	<b>Risk Management</b>	A project risk register will be developed once the project is further advanced.
<b>G</b>	<b>Stakeholder Engagement</b>	Stakeholder engagement will occur once detailed design activities commence.
<b>G</b>	<b>Operational Readiness</b>	To be evaluated once project scope and design is further defined.

**3.4 APPENDIX C –  
First Quarter 2019-2020  
Major Capital Projects Report**

**Net Tuition Project – FINAL PROJECT UPDATE**

In spring 2016, the Government of Ontario announced a major redesign of the Ontario Student Assistance Program (OSAP) starting in 2017-2018. The major changes to OSAP will provide students with access to financial assistance through bursaries and grants at the start of the semester to reduce the upfront costs to students. As a result, the Ministry of Advanced Education and Skills Development introduced the OSAP Transformation and Net Tuition Project and requires the College to produce a “Net View” for students so that they can see the total cost of tuition and the potential funding options they may have.

<b>Reviewed and approved by Algonquin College Executive Team Sponsor:</b> L. Stanbra
<b>Algonquin College Leadership Team Project Dean/Director:</b> K. Pearson
<b>Project Manager:</b> K. Marsden/K. Stanton

<b>Board of Governors Key Approval Dates</b>	<b>Dates</b>
Meeting #506 – Board of Governors approves the Net Tuition Project in the amount of \$0.9 million with approved funding from the College’s Strategic Investment Priorities budget.	February 2018

<b>Project Milestones</b>	<b>Dates</b>
Project start date	August 2016
Environmental Scan completed	April 2017
2017F OSAP Application Campaign launched	July 2018
AC Aid Entrance Bursaries and Scholarships launched	October 2017
Tuition and Fee Estimator launched	April 2018
Smart Money Plan (financial literacy campaign) launched	June 2017
2018F OSAP Application Campaign launched	July 2018
Projected substantial completion date	February 2019
Customer Relationship Management (CRM) system planning kick-off	August 2018
Customer Relationship Management deployment – delayed due to other system priorities; moved forward with no additional expense to complete the project	December 2019

<b>Approved Project Funding</b>	<b>Approved Value</b>
Strategic Investment Priorities Budget allocation	\$0.9 million

<b>Project Contingency</b>	<b>Value</b>
Approved project contingency	\$0
Contingency balance as at June 30, 2019	\$0

<b>Actual/Projected Project Cost</b>	<b>Value</b>
Expenditures in 2016-2017	\$0.03 million
Expenditures in 2017-2018	0.30 million
Expenditure in 2018-2019	0.32 million
Actual and Projected Expenditures in 2019-2020	0.19 million
<b>Total</b>	<b>\$0.84 million</b>

<b>Total Project Variance</b>	<b>\$0.06 million</b>
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**Net Tuition Project - continued**

**Risk and Status Dashboard**

**\*Green Good, Red Trouble, Yellow Warning**

<b>G</b>	<b>Governance</b>	Effective governance of the project was achieved.
<b>G</b>	<b>Scope Management</b>	Scope ladder was utilized throughout the project.
<b>G</b>	<b>Cost Management</b>	Project will be completed on budget. Although no project contingency exists, any change in project scope will be funded through the Ontario government.
<b>Y</b>	<b>Schedule Management</b>	Project amended to de-risk with a multi-phased implementation for completion by June 2020.
<b>G</b>	<b>Project Resources</b>	No significant issues have been identified.
<b>G</b>	<b>Risk Management</b>	No major risks have materialized.
<b>G</b>	<b>Stakeholder Engagement</b>	Stakeholder engagement was completed.
<b>G</b>	<b>Operational Readiness</b>	Operational readiness planning ongoing.

**3.4 APPENDIX C –  
First Quarter 2019-2020  
Major Capital Projects Report**

**Solar Photovoltaic Plan**

Algonquin College aims to become carbon neutral and be a leader in the education, research and in the adoption of environmentally sustainable practices. Algonquin College continuously adopts new sustainable business practices and work to retrofit and regenerate its physical infrastructure. Moving Algonquin College to Net Zero – Solar Photovoltaic Plan represents a behind-the-meter solar energy and power storage facility, and the targeted electrification of building infrastructure currently using natural gas as fuel that will be an integral part of the Algonquin College’s energy management plan (in development since 2012). This development phase will integrate well into the College’s District Energy System (cogeneration plant and Micro-grid controller).

<b>Reviewed and approved by Algonquin College Executive Team Sponsor:</b> D. McNair
<b>Algonquin College Leadership Team Project Dean/Director:</b> J. Tattersall
<b>Project Manager:</b> L. Smith & A. Waked (Colliers Project Leaders)

<b>Board of Governors Key Approval Dates</b>	<b>Dates</b>
Meeting #508 – Board of Governors approves the Moving Algonquin College to Net Zero - Solar Photovoltaic Plan project in the amount of \$6,825,060, fully funded from the Ministry of Advanced Education and Skills Development – Greenhouse Gas Campus Retrofit Program (GGCRP) to implement a solar photovoltaic array, battery storage infrastructure, and infrastructure upgrades on the Ottawa campus in 2018-2019.	June 11, 2018
Meeting #511 – Board of Governors approved an additional \$1,200,000 of funding to be contributed by the College in relation to the scope change for the electrification component of the project.	February 25, 2019

<b>Major Milestones</b>	<b>Completion Date</b>
<b>Planning and Development Phase</b>	
Establish Solar Photovoltaic Plan Steering Committee membership and core team	July 2018
Define Implementation Strategy/Approach	August 2018
Project Kick-Off meeting internally	July 2018
Secure prime design consultant	July 2018
Define Implementation Strategy/Approach	August 2018
Procure long lead materials and equipment	Fall 2018
Secure Construction Manager	January 2019

<b>Execution</b>	
Installation of Solar Panels Substantially Completed	March 2019
Selected Building Upgrades Completed	August 2019
Battery Energy Supply System Installation	October 2019
Hot Water Electrification Substantially Complete (Modified Scope)	September 2019
<b>Close-out</b>	October 2019

**3.4 APPENDIX C –  
First Quarter 2019-2020  
Major Capital Projects Report**

**Solar Photovoltaic Plan - continued**

<b>Approved Project Funding</b>	<b>Approved Value</b>
Greenhouse Gas Campus Retrofit Program (GGCRP)	\$6.8 million
Additional College contribution	1.2 million
<b>Total</b>	<b>\$8.0 million</b>

<b>Project Contingency</b>	<b>Value</b>
Approved project contingency	0.6 million
Contingency balance as at June 30, 2019	0.0 million

<b>Actual/Projected Funding</b>	<b>Value</b>
Expenditures in 2018-2019	\$ 5.6 million
Projected Expenditures in 2019-2020	\$2.4 million
<b>Total</b>	<b>\$8.0 million</b>

<b>Total Project Variance</b>	<b>\$0.0 million</b>
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**Risk and Status Dashboard**

**\*Green Good, Red Trouble, Yellow Warning**

<b>G</b>	<b>Governance</b>	Appropriate sponsorship and governance implemented with refinement as required during project development.
<b>Y</b>	<b>Scope Management</b>	Scope for solar array and battery storage defined previously. Remaining scope changes managed on case-by-case basis with consideration of budget, schedule and code compliance for the battery storage component. Scope of specific electrification works deferred to ensure total cost compliance with budget.
<b>R</b>	<b>Cost Management</b>	College officials have directed Siemens to contain the scope of the project to remain within the \$8.0 million authorized budget. Other irrelevant project scope will be removed from project budget and re-allocated to the relevant cost centres.
<b>R</b>	<b>Schedule Management</b>	Solar panels and racking, and battery system enclosure have been delivered and installed. Batteries delivered into storage. Electrification design and installation ongoing to be completed by September 30, 2019. Currently reviewing recent change to address existing plant room constraints.
<b>G</b>	<b>Project Resources</b>	College resources needed to support this project have been identified along with external resources.
<b>Y</b>	<b>Risk Management</b>	The risk of not meeting GHG targets as per the original project submission is being assessed. Risk of not meeting the project completion date (end of October) being mitigated by close monitoring and day-to-day coordination.
<b>G</b>	<b>Stakeholder Engagement</b>	Required internal stakeholder engagement has taken place and will continue throughout the life of the project as required considering the scope of this project. Engagement with external stakeholders continues as required for approvals.
<b>G</b>	<b>Operational Readiness</b>	Operational readiness planning continues.

**3.4 APPENDIX C –  
First Quarter 2019-2020  
Major Capital Projects Report**

**Student Information System Project**

Algonquin College’s current Student Information System, GeneSIS, is over 25 years old and is based on a programming language that is no longer supported. As a result, the ongoing use of GeneSIS poses a significant resource, development, maintenance and security risk. The requested funding will support the Request for Proposal stage including the preparation of integration design, identity and access management as well as data governance to support long-term enterprise architecture. This initial investment is to complete the Analyze, Strategize and Plan, Architect, and Select phases, including the Request for Proposal process completed by the end of the 2019-2020 fiscal year.

<b>Reviewed and approved by Algonquin College Executive Team Sponsor:</b> P. Devey
<b>Algonquin College Leadership Team Project Dean/Director:</b> K. Pearson and L. Pollock
<b>Project Manager:</b> D. Melone

<b>Board of Governors Key Approval Dates</b>	<b>Dates</b>
Meeting #511 – Board of Governors approves \$3.1 million for the Student Information System, with 50% of funding from the College’s internally restricted net asset account and 50% from the Strategic Investment Priorities budget in Fiscal year 2019-2029.	February 25, 2019

<b>Project Milestones</b>	<b>Dates</b>
Project start date	May 1, 2019

<b>Approved Project Funding</b>	<b>Approved Value</b>
Internally Restricted Net Assets	\$1.55 million
Strategic Investment Priorities Budget allocation, 2019-2020 funding	\$1.55 million

<b>Project Contingency</b>	<b>Value</b>
Approved project contingency	\$0.2 million
Contingency balance as at June 30, 2019	\$0.2 million

<b>Actual/Projected Project Cost</b>	<b>Value</b>
Projected Expenditures in 2019-2020	\$ 3.1 million
<b>Total</b>	<b>\$ 3.1 million</b>

<b>Total Project Variance</b>	<b>\$ 0 million</b>



**Student Information System - continued**

**Risk and Status Dashboard      \*Green Good, Red Trouble, Yellow Warning**

<b>G</b>	<b>Governance</b>	Steering Committee and Terms of Reference completed on May 30, 2019; Working Group established and active.
<b>G</b>	<b>Scope Management</b>	Project deliverables identified with timeline and critical path
<b>G</b>	<b>Cost Management</b>	Budget actuals and commitments on track
<b>G</b>	<b>Schedule Management</b>	Resourcing the project team resulted in some initial delays, but project milestones and tasks back on-track and on-schedule
<b>G</b>	<b>Project Resources</b>	Project Team established and secure
<b>G</b>	<b>Risk Management</b>	All potential risks and issues monitored and mitigated; no current risks to completion of fiscal year deliverables
<b>G</b>	<b>Stakeholder Engagement</b>	Representative working group established and expanded; community “have your say” engagement sessions underway, and communications plan in development
<b>G</b>	<b>Operational Readiness</b>	Change management plan to be developed during the fiscal year for implementation phase; advance preparation through process documentation and communications

### Summary of Projects Completed Since Fiscal 2011-2012

Project	Final Project Value \$M	Fiscal Year Completed
Algonquin Centre for Construction Excellence (ACCE)	\$77.0	2011-2012
Student Commons	51.0	2012-2013
Pembroke Campus	34.0	2012-2013
Perth Campus	12.0	2011-2012
Digital College	12.0	2014-2015
Healthy Living Education Phase 1A – Renovations	6.0	2014-2015
B Building Window Replacement	1.1	2016-2017
F Building Renovation	1.6	2016-2017
Equipment Renewal and Electrical Lab Alterations Project in ACCE	2.3	2017-2018
Welding Lab Project at the College’s Transportation Technology Centre – Building S	2.8	2017-2018
Transformer Replacement Project	2.1	2017-2018
Learning Management System	3.0	2018-2019
Enterprise Resource Planning (ERP) – Project Workday	18.8	2018-2019
Student Central	6.8	2018-2019
Indigenous Gathering Circle	1.7	2018-2019
<b>Total</b>	<b>\$232.2</b>	

# MEMO

**DATE:** October 28, 2019  
**TO:** Board of Governors  
**FROM:** Governor Gail Beck, Chair, Governance Committee  
**SUBJECT:** Governance Committee meeting October 4, 2019

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*Board members can review meeting materials from the October 4, 2019 meeting by accessing the Board of Governors 'Teams site' [Governance Committee meeting folder, October 4, 2019 meeting folder](#).*

**A. ITEMS REQUIRING BOARD OF GOVERNORS APPROVAL**

1) Stephen Tudor – Committee Membership Appointment

Governor Beck recommended approval of the Committee appointment of Governor Tudor to the Audit and Risk Management Committee effective October 28, 2019.

**RESOLUTION**

**MOVED & SECONDED: V. Sayah & J. McCracken**

**THAT** the Governance Committee recommends to the Board of Governors approval of the Board Committee membership of Stephen Tudor to the Audit and Risk Management Committee effective October 28, 2019.

**CARRIED.**

**B. ITEMS THE COMMITTEE HAS REVIEWED – FOR INFORMATION TO THE BOARD**

1) Lieutenant Governor in Council (LGIC) - Update

Members were informed that Algonquin College's Board of Governors current LGIC appointees are Governors S. Sample, appointed September 1, 2017, and S. Tudor, appointed by the Ministry effective September 1, 2019. The Public Appointment Secretariat website currently shows that the Algonquin College Board of Governors have two vacant LGIC positions. The Ministry of Training, Colleges, and Universities' Protocol for Board Nominations & Appointments states that one third (four) external governors shall be LGIC appointed. In December 2018, the Board of Governors submitted three nominees to fill the LGIC vacancies; Governors G. Beck, S. Barkhouse, and A. Lawrence. A status update for these nominees are still pending the Ministry's decision. Updates on Ministry decisions will be communicated to the Board of Governors as they become available.

Members accepted this for information.

2) BG1-06 Recording, Live Streaming, and Picture Taking During Board Meetings – Policy in effect September 1, 2019

Members were referred to policy BG1-06 Recording, Live Streaming, and Picture Taking During Board Meetings. Members agreed to implement a plan with criteria that can be adhered to should

a person or group attend a meeting to record or video tape the meeting without prior approval from the Board chair. The criteria will be discussed at the November 25, 2019 Board Governance Committee meeting.

Members accepted this for information.

3) Professional Development for Governors (Higher Education Summit)

Members of the Governance Committee approved 11 governor applicants to attend the 2019 Higher Education Summit in Toronto from November 30 to December 2, 2019. Attendance at the Higher Education Summit continues to be a beneficial professional development and networking opportunity for Board members, and will also serve the requirement for all of our new Governors to attend Provincial level Board orientation.

**RESOLUTION**

**MOVED & SECONDED: J. McCracken & C. Brulé**

**THAT** the Governance Committee approves the eleven Governor applications to attend the 2019 Higher Education Summit in Toronto.

**CARRIED.**

4) Terms of Reference All Committees (Review)

Members were referred to the Terms of Reference for all Committees for review. There were no revisions required.

Members accepted this for information.

5) Terms of Office and planning for the recruitment of new Governors

Members were referred to the Algonquin College Board of Governors Terms of Office document included in their meeting materials. Board Chair Brockbank, Governors Robblee, and Sample's second term of office end on August 31, 2020. Governors Lawrence, Beck, McKelvie, and Barkhouse's first term of office also end on August 31, 2020 with the option to be reappointed for a second term. Recruitment plans will be further discussed at the November 25, 2019 Board Governance Committee meeting.

Members accepted this for information.

6) Governor Self - Evaluation

Members discussed the idea of having each Governor meet with the Board Chair on a one-on-one conversation to address or discuss how the board is performing, what their expectations are from the Board, and what the Board expectations are from its members as part of the Governor Self-evaluation process. Committee members' ideas will be discussed for consideration at the November 25, 2019 Board Governance Committee meeting.

Members accepted this for information.

# MEMO

7) 2019-2020 Governance Committee Meeting Schedule

Members were referred to the 2019-2020 Governance Committee Meeting Schedule and accepted this item for information.

8) 2019-2020 Board of Governors Workplan

Members were referred to the 2019-2020 Board of Governors Workplan and accepted this for information.

9) June 10, 2019 Board of Governors meeting evaluation results

The June 10, 2019 Board of Governors meeting evaluation results was not discussed.

Report title:	Student Information System (SIS) Project Update
Report to:	Board of Governors
Date:	October 28, 2019
Authors/Presenters:	Patrick Devey, Acting Vice President, Innovation and Strategy Krista Pearson, Registrar Lois Pollock, Chief Digital Officer Janet Hunter, Change Management Consultant, Student Information System Implementation Dan Melone, Senior Project Manager, Student Information Project

1. RECOMMENDATION:

**THAT** the Board of Governors accepts this report for information.

2. PURPOSE / EXECUTIVE SUMMARY:

The purpose of this report is to provide a project update since the approval of the Student Information System Project Investment Case by the Board of Governors on February 25, 2019. This update provides an overview of ongoing and upcoming key activities, deliverables, milestones and projected funding required to successfully replace GeneSIS, the College’s current Student Information System.

3. BACKGROUND:

Algonquin College’s current Student Information System (SIS) is over 25 years old. It was developed in house in 1992 and fully released in 1994. The programming language used to develop the SIS is no longer supported. This limits the ability to support ongoing development and maintenance. Ingres Database, used to develop GeneSIS, no longer develops the databases used for GeneSIS, resulting in limited external support and exacerbating the dependency on internally developed resources. As a result, the age of GeneSIS poses a significant resource, development, maintenance and security risk. The use of GeneSIS has been recognized as an organizational risk, and therefore is included in the College’s five-year capital investment plan that is routinely presented to the Board of Governors.

Replacing the Student Information System, the core of GeneSIS, will also require addressing numerous functions supported by GeneSIS, which are to be included in the scope of the project.

Activity leading up to this point include:

- In 2016-2017, Strategic Investment Priority funding enabled the College staff to investigate the availability of tools that could replace GeneSIS. This initial project phase also reviewed the risk and impact of Student Information System replacement planning.
- In 2017-2018, Strategic Investment Priority funding enabled critical system review of GeneSIS that focused on data analysis and business requirement documentation. This work reduced the scope of future data migration from 2,440 to 976 data tables and, as a result, significantly reduced risk by distinguishing between active and inactive data tables for future migration. To understand this scope, more than 1.3 million student records and 1.5 million student applications are contained within GeneSIS.

The following outlines the work that is currently underway since the Board of Governors approved the Investment Case requesting \$3,085,375 to complete the Request for Proposal and related Preparation Phase:

- Gartner has been engaged to support the College in reviewing and refining the requirements for the Student Information System replacement solution, development of the Request for Proposal (RFP) package and support throughout the evaluation and selection process. The RFP development has involved stakeholders and subject matter experts, technical and business, from across the College.
- Data Governance initiatives have commenced. This is required to ensure the integrity of the data within GeneSIS during the migration process.
- Identity and Access Management (IAM) initiatives have commenced. These activities revolve around the safety and security of access to personal and college data.
- Enterprise Architecture initiatives are included in the scope of this effort and are also underway. This includes the analysis and refinement of processes in order to enhance future adaptability, integrations, improve workflow, and provide more accurate data to inform decisions.

#### 4. DISCUSSION:

##### Project Status

With the February 25, 2019 approval of the Investment Case, the project is progressing on track with the support of Gartner:

- The project team has engaged Gartner to support the Request for Proposal (RFP) process to facilitate the selection of the best Student Information System (SIS) solution(s). The

requirements have been fine-tuned to about 600. This effort is currently on track with the RFP to be released the week of October 15, 2019. It is anticipated that the Working Group, Steering Committee and other stakeholders will have reviewed all responses by March 2020. One bidder will be selected. The recommendation for approval, along with a refined budget, is planned for the April 2020 Board of Governors meeting.

5. LINK TO STRATEGIC PLAN:

<b>STRATEGIC PLAN 2017-2022</b>			
<b>LEARNER DRIVEN</b> <b>Goal One</b> Establish Algonquin as the leader in personalized learning across all Ontario colleges.	<input checked="" type="checkbox"/>	<b>CONNECTED</b> <b>Goal Four</b> Become an integral partner to our alumni and employers.	<input checked="" type="checkbox"/>
<b>QUALITY AND INNOVATION</b> <b>Goal Two</b> Lead the college system in co-op and experiential learning.	<input checked="" type="checkbox"/>	<b>SUSTAINABLE</b> <b>Goal Five</b> Enhance Algonquin’s global impact and community social responsibility.	<input checked="" type="checkbox"/>
<b>Goal Three</b> Attain national standing in quality, impact and innovation within each school and service.	<input checked="" type="checkbox"/>	<b>PEOPLE</b> <b>Goal Six</b> Be recognized by our employees and the community as an exceptional place to work.	<input checked="" type="checkbox"/>

6. STUDENT IMPACT:

The investment in a Student Information System represents a commitment to improve the learner experience through fully integrated, modern information systems. The risk of data breaches will also be improved.

7. FINANCIAL IMPACT:

The Board of Governors approved the Student Information System Investment Case requests of \$3,085,375 on February 25, 2019.

Following the Request for Proposal process, it is estimated that an investment of between \$30 million and \$50 million over an additional four years will be required to secure, implement and integrate suitable solution(s).

8. HUMAN RESOURCES IMPACT:

Replacing the College’s Student Information System will have significant impact on all areas of the College. GeneSIS is at the centre of the College’s enterprise level information system



which is all the processes that enable core business, such as admissions, registration, progression, graduation, and curriculum management.

Change management, business process review, training and support are critical to the long-term success of the project.

9. GOVERNMENT / REGULATORY / LEGAL IMPACT:

The Student Information System will fully comply with information privacy, access and storage regulations.

10. COMMUNICATIONS:

Dedicated resources to support this significant business transformation project will be required. A detailed communications strategy has been developed. Engagement and change management of employees as well as the learner experience necessitates timely, effective, and transparent communications.

11. CONCLUSION:

This project is a major business transformation initiative for Algonquin College. It will replace the Student Information System functionality and will also address numerous other functions currently supported by GeneSIS. It will leverage current technology and best practices to enhance learner and employee experience and improve the security of personal and corporate data. Management continues to closely monitor the project and regularly reports project status and risks to the Algonquin College Executive Team, Audit and Risk Management Committee and the Board of Governors.


Respectfully submitted:



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Patrick Devey  
Acting Vice President, Innovation & Strategy

Approved for submission:



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Claude Brulé  
President and CEO

Report title:	Athletics and Recreation Centre - Investment Case and Implementing Agreements
Report to:	Board of Governors
Date:	October 28, 2019
Author/Presenter:	Deijanelle Simon, President, Algonquin Students' Association Jack Doyle, General Manager, Algonquin Students' Association Duane McNair, Vice President, Finance and Administration Paul Gardner, Senior Finance Manager, Special Projects John Tattersall, Executive Director, Facilities Management Brennan Carroll, Partner, Borden Ladner Gervais Barry Travers, Partner National Tax, KPMG Richard Simm, Partner, KPMG

1. RECOMMENDATION

**THAT** the Board of Governors approves the construction of an Athletics and Recreation Centre, pedestrian link and enabling work on the Ottawa campus with a 50-year land lease to the Algonquin Students' Association, and the transaction structure and the associated governing implementation agreements, with a total cost of construction up to \$61.8 million over the fiscal years 2019-2020 to 2021-2022. This project will be financed as follows:

- Algonquin College will contribute \$5.5 million to the construction costs of the Centre from College reserves in 2019-2020; and
- Algonquin College will contribute up to \$11.9 million to the construction costs of the pedestrian link and enabling work funded 50% from College reserves and 50% from the College's Strategic Investments Priorities budgets in fiscal years 2019-2020 to 2021-2022; and
- Algonquin Students' Association will contribute \$30.5 million financed from a major Canadian bank loan and \$13.9 million from the Association's reserves.

Final approval of this construction project is contingent on the following conditions being met:

- The College meeting all regulatory and legislative requirements including Section 28 of the Financial Administration Act; and
- The Algonquin Students' Association acquiring suitable loan financing.

2. PURPOSE / EXECUTIVE SUMMARY:

The purpose of this report is to present to the Board of Governors the final investment case for the Algonquin Students' Association's Athletics and Recreation Centre, pedestrian link and

enabling work. Details of the final investment case are provided in Appendix A: Investment Case (DRAFT) – Athletics and Recreation Centre. The investment case includes the capital budget for the project and the project’s implementing agreements requiring the Board of Governors endorsement.

3. BACKGROUND:

On June 12, 2017, the Board of Governors passed the following motion:

**That** the Board of Governors approves the allocation of up to \$5.5 million from College reserves to collaborate with the Algonquin Students’ Association in the construction of a new Athletics and Recreation Centre provided that the following conditions are met:

- All regulatory and legislative requirements, including Section 28 of the Financial Administration Act, are met; and
- A favourable operating agreement between the Algonquin Students’ Association and Algonquin College has been reached; and
- The Algonquin Students’ Association acquires suitable loan financing.

On April 28, 2017, the Board of Directors for the Algonquin Students’ Association passed the following resolution:

**BE IT RESOLVED THAT** the Board of Directors approve to proceed with the development of the Athletics and Recreation Centre on the Ottawa Campus in accordance with the Athletics and Recreation Centre Investment Case pending a favourable operating agreement between the Student’s Association and Algonquin College, and pending approved loan financing.

On July 15, 2019, the Board of Directors for the Algonquin Students’ Association passed the following resolution:

**WHEREAS** the Board of Directors approved in principle on April 28, 2017, proceeding with the construction of a new Athletics Recreation Complex on the Ottawa Campus (the “ARC”), subject to approved loan financing in accordance with the Investment Case for the ARC presented at such time;

**AND WHEREAS** loan financing has been secured on terms presented and acceptable to the Board of Directors subject to certain conditions precedent as described therein, as approved by the Board of Directors on July 10, 2018;

**AND WHEREAS** the College has proposed two alternative structures for arrangements between the College and the SA in relation to the ARC, as follows:

- A. The College owns, and constructs the ARC and the Students' Association operates the ARC pursuant to a premises lease with the College; OR
- B. The Student Association owns, constructs and operates the ARC pursuant to a ground lease with the College, with a services agreement under which the College manages construction of the ARC on a turn-key basis for the Students' Association;

**AND WHEREAS** the forgoing options have been presented and duly considered by the Board of Directors;

**AND WHEREAS** it is desirable and in the best interests of the Students' Association to proceed with Option B above;

**BE IT RESOLVED THAT** the Board of Directors approve, for the purposes of developing the ARC and within the parameters as defined in Board Policy, that:

- 1. the Students' Association proceed with Option B as the structure for arrangements between the College and the Students' Association in relation to the ARC;
- 2. Jack Doyle as Chief Executive Officer and General Manager of the Students' Association be and is hereby authorized to negotiate on behalf of the Students' Association necessary agreements relating to the above-noted arrangements, subject to final approval thereof by the Board of Directors.

On October 3, 2019, the Algonquin College Audit and Risk Management Committee reviewed the Athletics and Recreation Centre proposal and supporting documents and recommended the transaction for presentation to the Algonquin College Board of Governors.

4. DISCUSSION:

Algonquin College's current Ottawa Campus Master Development Plan identifies expansion of athletics and recreation facilities as a development priority. The College's Transportation strategy promotes convenient, safe and sustainable transportation to, from, and within the Ottawa campus. It has long been the College's practice to build pedestrian links amongst all of its buildings where practical.

The Athletics and Recreation Centre will increase the footprint of the College's indoor athletics and recreational facilities from 45,600 gross square feet to approximately 125,000 gross square feet. Algonquin Students' Association has funded the existing facilities and infrastructure for athletics and recreation activities, and operates these programs for Algonquin College students.

When the Athletics and Recreation Centre is opened in Spring 2021, the existing 45,600 gross square feet of Ottawa campus facilities will revert back to Algonquin College.

As a new stand-alone facility, the Centre must be integrated into the Ottawa campus. Integration involves pedestrian and vehicular traffic plus building systems, services, utilities, and property modifications. The Tuition and Ancillary Fees Minister’s Binding Policy Directive permits Colleges and/or its student associations to levy compulsory student ancillary fees for the operating and capital costs associated with athletic facilities. Funding the infrastructure external to the facility must be from alternative sources.

The College and the Students’ Association have established a Steering Committee to provide governance and oversight to the Project. College management has undertaken competitive procurement processes and contracted HOK Architects and PCL Construction to support the design and development of this new facility.

The structure of the transaction is described in Appendix B - Transaction Overview - Athletics and Recreation Centre and the key implementing agreements between the Students’ Association and the College are presented in Appendices:

- Appendix C: TOR01-8154578 Algonquin- Students’ Association Development Agreement
- Appendix D: TOR01-8160106 Algonquin- Students’ Association Land Lease
- Appendix E: TOR01-8168324 Algonquin- Students’ Association Operating Agreement
- Appendix F: TOR01-8151597 Algonquin-Students’ Association Occupancy and Use Agreement
- Appendix G: TOR01-8164371 Algonquin-Students’ Association Athletics Program Agreement

Ministry of Training Colleges and Universities staff is engaged as part of the Section 28 approval process.

5. LINK TO STRATEGIC PLAN

STRATEGIC PLAN 2017-2022			
<b>LEARNER DRIVEN</b> <b>Goal One</b> Establish Algonquin as the leader in personalized learning across all Ontario colleges.	<input checked="" type="checkbox"/>	<b>CONNECTED</b> <b>Goal Four</b> Become an integral partner to our alumni and employers.	<input type="checkbox"/>
<b>QUALITY AND INNOVATION</b> <b>Goal Two</b> Lead the college system in co-op and experiential learning.	<input type="checkbox"/>	<b>SUSTAINABLE</b> <b>Goal Five</b> Enhance Algonquin’s global impact and community social responsibility.	<input type="checkbox"/>
<b>Goal Three</b> Attain national standing in quality, impact and innovation within each school and service.	<input checked="" type="checkbox"/>	<b>PEOPLE</b> <b>Goal Six</b>	<input checked="" type="checkbox"/>

	<p><b>Be recognized by our employees and the community as an exceptional place to work.</b></p>	
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6. STUDENT IMPACT:

The Athletics and Recreation Centre will achieve the following:

- Be an attractively designed state-of-the-art recreational sports facility that will elevate the College’s reputation
- Be central within recruitment initiatives and be a step forward in the College’s commitment to student experience
- Inspire healthy lifestyles campus-wide
- Significantly increase student social and recreational activity and thereby positively impact student life and mental health
- Include programming and activities of specific interest to resident, international and indigenous students
- Position Algonquin College as a preferred destination for varsity athletes
- Be available for community and College events
- Include retail and food services
- Be socially, environmentally and financially sustainable.

7. FINANCIAL IMPACT:

The Algonquin College Students’ Association is funding the \$49.9 million Athletics and Recreation Centre from the following funding sources:

Source	Amount
25-year Bank Loan	\$30,500,000
Algonquin Students’ Association Reserve Funds	13,900,000
Algonquin College Contribution from Reserve Funds	5,500,000
<b>Total Funding Sources</b>	<b>\$49,900,000</b>

The Algonquin College Students’ Association has secured a credit agreement to facilitate the loan financing required for this project.

The proposed budget for the pedestrian link from the Centre to the Student Commons is \$5.4 million. The proposed budget for the enabling work for the Centre is \$6.5 million. The College proposes to fund the pedestrian link and the enabling work from the following funding sources:

Source	Amount
Strategic Investment Priorities Budget for fiscal years 2019-2020 to 2021-2022	\$5,950,000
Algonquin College Contribution from Reserve Funds	5,950,000
<b>Total Funding Sources</b>	<b>\$11,900,000</b>

8. HUMAN RESOURCES IMPACT:

This initiative will not require any adjustments to the College's current employee complement.

9. GOVERNMENT / REGULATORY / LEGAL IMPACT:

This initiative will comply with relevant Provincial legislation, regulations and directives.

10. COMMUNICATIONS:

Communications on the Athletics and Recreation Centre have commenced including a ground-breaking ceremony held on April 9, 2019. The Steering Committee is working with the College and the Students' Association to ensure appropriate communications are conducted for the duration of this project.

11. CONCLUSION:

Algonquin College management is committed to maintaining its financial sustainability and accumulating funds to invest in future strategic investment opportunities that enhance value to students. The Athletics and Recreation Centre investment case and implementing agreements present a new collaboration between the Algonquin Students' Association and Algonquin College that will result in an improved learner experience at the Ottawa campus.

Respectfully submitted:




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Duane McNair  
Vice President, Finance and Administration

Approved for submission:




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Claude Brulé  
President and CEO

**Appendices:**

<p>Appendix A: Investment Case DRAFT– Athletics and Recreation Centre Appendix B: Athletics and Recreation Centre Transaction Structure Overview Appendix C: TOR01-8154578 Algonquin- Students’ Association Development Agreement Appendix D: TOR01-8160106 Algonquin- Students’ Association Land Lease Appendix E: TOR01-8168324 Algonquin- Students’ Association Operating Agreement Appendix F: TOR01-8151597 Algonquin-Students’ Association Occupancy and Use Agreement Appendix G: TOR01-8164371 Algonquin-Students’ Association Athletics Program Agreement <b>Appendix H – Athletics and Recreation Centre – BOARD Presentation</b></p>
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**Note:**

In advance of the Board meeting, Board members are requested to preview the appended PowerPoint presentation (**Appendix H – Athletics and Recreation Centre – BOARD Presentation**). In particular, slides 4 to 15 include pre-recorded audio that Board members may find helpful.



# Athletics and Recreation Centre

## Pedestrian Link and Enabling Works

October 2019

Investment Case



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## Executive Summary

As the Algonquin Students' Association and Algonquin College celebrate more than 50 years of learner and educational excellence, we take pride in the positive impact our College and more importantly our Algonquin graduates have made in communities nationally and internationally. Unfortunately, some of our campus facilities have struggled to keep pace.

Across Ontario, Colleges and Universities are experiencing enrolment pressure due to domestic population decline in the target age group of 17 to 24 year olds. In response, postsecondary institutions seek opportunities to build their brand capability to recruit new students from outside traditional catchment areas.

In a study conducted by the Academica Group, almost 70% of Ontario College applicants indicated that an attractive campus positively influenced their first-choice institution determination. In the same survey, 70% of applicants surveyed indicated that an institution's reputation for strong "Extracurricular" activities influenced their postsecondary choice and in particular, the quality of the institutions' recreational sports facilities was a determinant.

The Algonquin Students' Association operates varsity athletics and recreational programming for the College. The facilities they operate at the Ottawa campus include the Fitness Zone that was constructed in 2002 and the College gymnasium, originally constructed in the 1960's. The Fitness Zone is in good condition and is more than adequate to serve the needs of students. However, renovating and expanding the gymnasium would be cost restrictive due to legacy seismic deficiencies and deferred maintenance.

While the gymnasium can accommodate approximately 60 recreational and intramural teams annually, 30 to 40 potential events are turned down due to capacity limitations. In an effort to maximize gymnasium time for varsity activities, open play for students has been significantly reduced and both community sports events and space rentals have been virtually eliminated.

In 2017, the Board of Directors for the Algonquin Students' Association requested that Algonquin College approve the allocation of suitable lands for the construction of a new Athletics and Recreation Centre (ARC). This Centre would significantly expand the athletics and recreational opportunities at Algonquin College. Student fees will increase from \$72.63 in 2016-2017 to \$150.00 in 2021-2022. This increase will fund the ARC's increased operations costs and provide universal membership to all students.

The construction location for the ARC will be in front of the Student Commons building (building E) and across from the Student Residences.

In June of 2017, the Algonquin Board of Governors approved the contribution of \$5.5 million to support the construction of the ARC contingent on the College obtaining approval under Section 28 of the Ontario Finance and Administrative Act, an operating agreement between the College and the Algonquin Students' Association and suitable loan financing.

The ARC facility construction costs are budgeted at \$49.9 million and the enabling work, including a pedestrian link to the Student Commons building, will cost up to an additional \$11.9 million. The College will contribute \$5.5 million to the construction cost of the facility with the balance funded by the Algonquin Students' Association. The College will fund the enabling work that is required to provide utility services for the ARC and the pedestrian link.

### Recommendation:

That the Board of Governors approves the construction of an Athletics and Recreation Centre, pedestrian link and enabling work on the Ottawa campus with a 50-year land lease to the Algonquin Students' Association, and the transaction structure and the associated governing implementation agreements, with a total cost of construction up to \$61.8 million over the fiscal years 2019-2020 to 2021-2022. This project will be financed as follows:

- Algonquin College will contribute \$5.5 million to the construction costs of the Centre from College reserves in 2019-2020; and
- Algonquin College will contribute up to \$11.9 million to the construction costs of the pedestrian link and enabling work funded 50% from College reserves and 50% from the College's Strategic Investments Priorities budgets in fiscal years 2019-2020 to 2021-2022; and
- Algonquin Students' Association will contribute \$30.5 million financed from a major Canadian bank loan and \$13.9 million from the Association's reserves.

Final approval of this construction project is contingent on the following conditions being met:

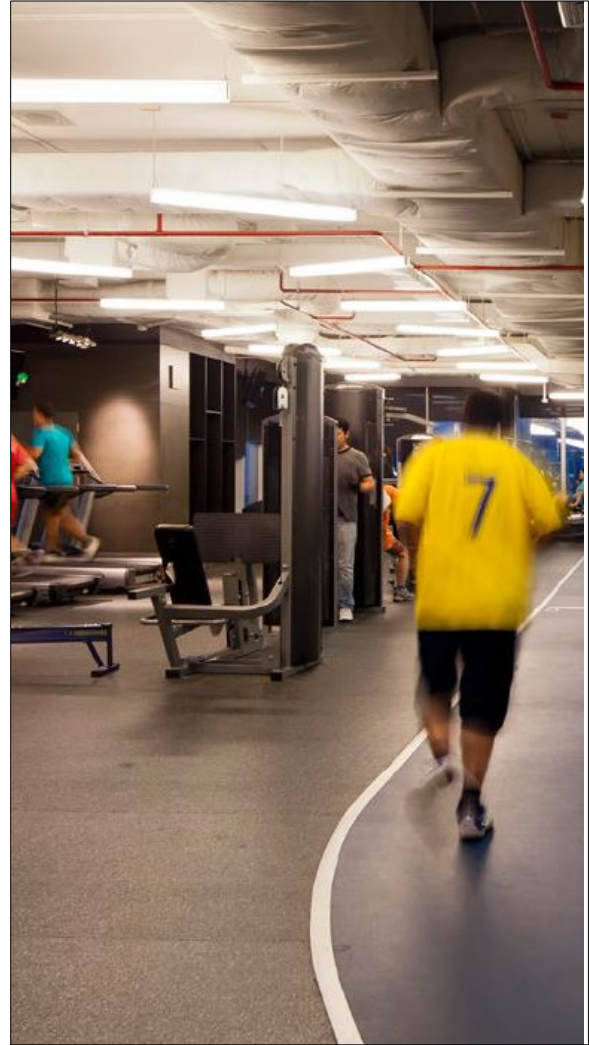
- The College meeting all regulatory and legislative requirements including Section 28 of the Financial Administration Act; and
- The Algonquin Students' Association acquiring suitable loan financing.

## Problem Statement

On behalf of Algonquin College, the Algonquin Students' Association (a separately managed and directed corporate entity) manages program delivery for varsity athletics, fitness and recreation at the Ottawa, Perth and Pembroke campuses. In accomplishing this responsibility, the Algonquin Students' Association operates the College's varsity athletics, fitness and recreation facilities including the Fitness Zone and the College gymnasium.

As Algonquin College celebrates its 50-year anniversary, it also celebrates continuous growth in student enrolment and takes pride in the positive impact our graduates have made nationally and internationally.

The Ottawa campus' varsity, fitness and recreational facilities have not kept pace with this growth. While the College's current facilities accommodate approximately 60 recreational and intramural teams annually, limited availability has resulted in the Students' Association declining requests from a further 30 to 40 team events annually. In an effort to maximize gymnasium time for team sports activities, open play for student recreation has been significantly reduced and as a consequence, student satisfaction has suffered. Recreation space is a priority for students and the College currently does not have the capacity at the Ottawa campus to meet this demand.



## Investment Objectives

The Algonquin Students' Association is seeking approval from Algonquin College for the construction of a new Athletics and Recreation Centre (ARC). If approved, the Centre would significantly increase the capacity for Algonquin's entire student body to have unlimited access to engage in fitness and athletic activities along with state-of-the-art recreational opportunities.

In proposing this initiative, the Algonquin Students' Association is seeking partnership from the College in the form of a ground lease, capital participation and construction management. This initiative will increase the College's athletics and recreation facilities (currently the Fitness Zone and the gymnasiums) from approximately 35,000 net square feet to approximately 110,000 net square feet.

The proposed location for the ARC is at north-west corner of the College's main parking lot, east of the Student Commons and south of the Student Residence.

The Key Deliverables for the ARC are as follows:

- Be a focal point for College brand development and new student recruitment activities
- Inspire students to pursue healthy lifestyles by significantly increasing student access to recreational opportunities
- Have a quantifiable impact on student life and campus mental health
- Include programming and activities targeted at International and Indigenous students

The Key Opportunities for the ARC are as follows:

- Position Algonquin College as a preferred destination for varsity athletes
- Highlight Algonquin College as a leader in social, environmental and financial sustainability
- Provide a state-of-the-art recreational facility that would position Algonquin College as a summer destination opportunity
- Position Algonquin College as a community leader in the delivery of sports and recreation





## Background

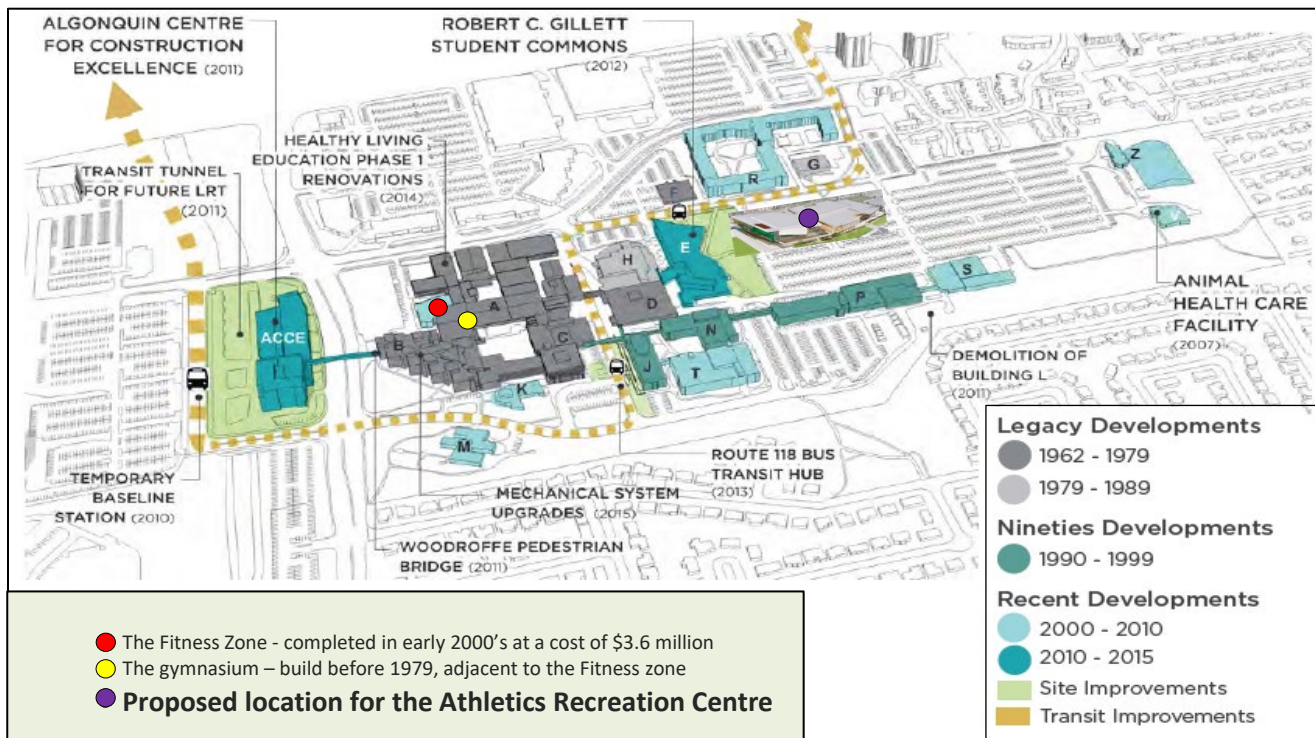
As one of the largest Ontario colleges, Algonquin College is a landmark in the Nation's capital and home base to over 20,000 students, 45,000 continuing education students and 3,500 employees. Algonquin's partnerships with local businesses and community organizations have helped to ensure our programs remain up to date and that our graduates are job-ready.

Over the College's more than 50-year history, Algonquin has played a central role in providing the city of Ottawa with access to applied research opportunities with state-of-the-art equipment, access to highly skilled faculty, and most importantly students ready to take on co-operative learning projects. Algonquin College graduates help to bring direct economic prosperity and sustainability to communities across in Canada and abroad.

The proposed Athletics and Recreation Centre will replace legacy infrastructure – the oldest being the gymnasium which was constructed in the early 1960's (refer to diagram below). Operated by the Algonquin Students' Association, this facility is at end-of-life. No substantial renovation/expansion of this facility is possible without triggering the necessity to address the seismic deficiencies and deferred maintenance liabilities.

The construction of the ARC will result in a relocation of all athletic activities. The vacated Fitness Zone (completed in early 2000 and approximately 20,000 square feet) can be renovated into administrative offices and/or academic spaces. However, a use for the vacated gymnasiums has not been determined.

Algonquin College's Ottawa Campus



## External Environmental Analysis

### In Ontario: Postsecondary Environment

From the perspective of policy and budget, healthcare and education are the two most costly and impactful portfolios for the Government of Ontario. As a result, the financial sustainability of the two portfolios are an excellent indicator of the province's economic health. Nowhere are these two portfolios more strongly linked than in the provinces postsecondary institutions.

In 2007<sup>1</sup>, a comprehensive study was conducted by the University of Minnesota's Health Services Department with the purpose of capturing the state of student health at colleges. Though the research captured feedback from US colleges, the findings provide insight on the importance of student success programs and campus life at postsecondary institutions. The survey polled almost 10,000 college students on topics including mental health, nutrition and obesity, financial health, sexual health and alcohol use. It concluded that the College's graduation rate was positively impacted through student health initiatives. The survey concluded that institutions who deliver programs that directly target student mental health, nutrition and obesity, showed the best levels of student success (retention and graduation).

In December of 2011<sup>2</sup>, researchers at McMaster University in Hamilton, Ontario conducted a study that researched physical activity the levels amongst new college and university students. The study identified that there was a pronounced decline in exercise levels with first year postsecondary male students.

In 2014-2015<sup>3</sup>, a report conducted by the Ontario Ministry of Tourism and Recreation proposed a direct correlation between personal fitness and incidence of illness, both physical and emotional. The report examined that physically fit people tended to be sick less often and were able to recover from illness much more quickly. It also found that athletics and recreational activities were directly linked to a reduction in anxiety. Finally, the report concluded that the Ministry's fitness programming initiatives positively impacted personal efficiency and productivity.



<sup>1</sup> <https://www.sciencedaily.com/releases/2007/11/071115125827.htm>

<sup>2</sup> <https://www.mcmaster.ca/opr/html/opr/media/main/NewsReleases/YoungadultsdropexercisewithmovetocollegeoruniversityMcMasterresearchers.htm>

<sup>3</sup> <https://open.alberta.ca/dataset/42bc31f3-a760-44e6-b01c-50f97ba83a28/resource/734150ec-cccf-440a-b5cd-2641ae2012c6/download/2014-15-ct-annual-report-web-version-statements-sept-14-2015.pdf>

## In the Community: Access to Sports and Recreation

Across Canada, Public health agencies are dealing with surging obesity rates and related diseases. In response, community-based awareness campaigns have focused on building awareness on the importance of maintaining healthy lifestyles and adopting achievable fitness regimens.

With an increased focus on building obesity awareness, the private fitness industry has responded by increasing their presence in and around residential communities. Typically, these locations offer fitness equipment and classes but tend to have little in the way of recreation and social amenities.

In the Ottawa area, publicly owned athletic and recreation infrastructure has been aging. In fact, up to 50% of municipality owned facilities have reached or are approaching the end of their useful lives.

Within a 5-kilometre radius of Algonquin College's Ottawa campus, a number of public/private athletics and recreation facilities are available for students seeking fitness and recreation opportunities (refer to table below). These facilities offer a range of fitness and recreation amenities at various price sensitivities. Not surprisingly, privately owned facilities dominate the local landscape but there are two large publicly owned/operated facilities within three kilometres of the College.

In conducting an analysis of local fitness and recreation facilities (refer to Appendix B), the following is of interest:

- 50% of college applicants said the availability of athletic/recreational facilities would impact their choice of postsecondary institution
- A College's reputation for student extracurricular recreational opportunities is known to have a positive influence on College enrolment
- There is good local access to fitness facilities but access to recreational opportunities is in short supply

### Segmentation analysis of the fitness and recreation amenities within a 4 km radius of the College

Location	Distance from College	Fitness and recreational amenities	Operated	Price Sensitivity	Accessibility
Proposed Algonquin Athletics and Recreation Centre	0 km	Weight training, group fitness, massage therapy, gymnasium, bowling, wall climbing, bar and food service, billiards, gaming tables, indoor running track, bar and food service	Public Private	NIL	<u>Excellent:</u> on campus
Goodlife Fitness (Women)	0.5 km	Child sitting, women only, weight training, tanning, group fitness	Private	\$\$\$	<u>Very Good:</u> Walking distance
Pinecrest Recreation Complex	1.4 km	Swimming pool, weight training, ice rink	Public	\$	<u>Very Good:</u> Walking distance
Movati Athletic	1.9 km	Women only section, swimming pool, weight training, group fitness, bar and food service	Private	\$\$\$	<u>Moderate:</u> Two buses
Fit4less	2.1 km	Weight training, tanning, group fitness, 24 hour operation	Private	\$\$	<u>Good:</u> One bus
Nepean Sportsplex	2.4 km	Swimming Pool, weight training, ice rink, squash courts, curling rinks, gymnasium, sports fields, bar and food service	Public	\$	<u>Good:</u> One bus
Goodlife Fitness	2.6 km	Child sitting, women only section, weight training, tanning, group fitness, massage therapy, 24 hour operation	Private	\$\$\$	<u>Poor:</u> Two buses plus walking
Merivale Bowling	3.4 km	Bowling, bar and food service	Private	\$\$\$\$	<u>Poor:</u> Three buses



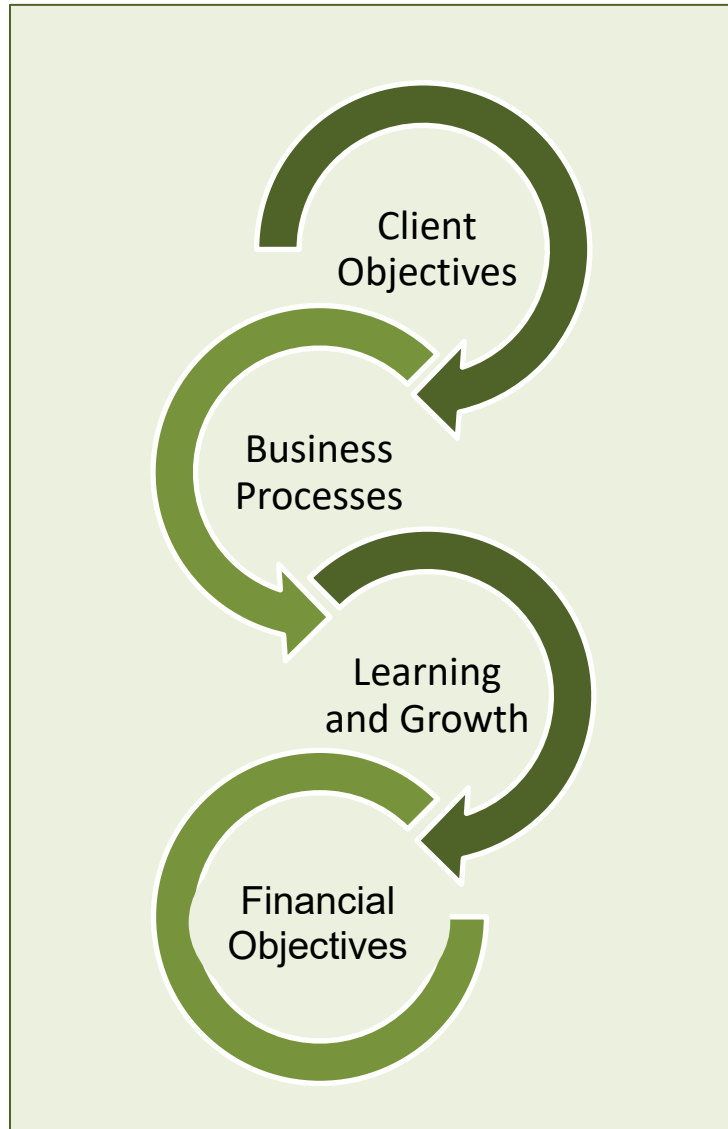
## Internal Environment

### The Algonquin Students' Association

On behalf of Algonquin College students, the Algonquin Students' Association is a separately incorporated and governed body. They strive to build trust with stakeholders, to lead boldly and to work effectively with College administration while maintaining autonomy.

The leadership of the Algonquin Students' Association believes in accountability and in developing a collaborative work environment. They believe that to be a dynamic and progressive organization, they must welcome change and guide their operations through students and stakeholder feedback. They strive for transparency in governance, to provide consistent and effective management and to achieve ethical and financially sustainable operations on behalf of students.

In accomplishing these objectives, the Algonquin Students' Association seeks to deliver a diverse menu of services that improve campus life for students by providing programs that are attractive and desirable to the overwhelming majority of students. The leadership of the Algonquin Students' Association strives to deliver accessible and inclusive services; to creatively facilitate events and to engage in activities that become essential to student life on campus.



*“An Environment that Inspires a Passion for Student Success”*

The Algonquin Students' Association Strategy



**Client Objectives**

A student membership that trusts the Algonquin Students' Association to be an effective advocate on their behalf and responsible stewards of the resources entrusted to them.

The Algonquin Students' Association must expertly execute student events, Board elections and the directives of the Board of Directors.

The Algonquin Students' Association will accelerate and elevate student issues in a timely manner to the executive level of the Algonquin College administration.

The Algonquin Students' Association will continuously pursue a superior student experience that delivers a high level.

To accomplish this we will:

- Deliver services, activities, facilities and events that are inclusive and accessible, and designed for students
- Deliver a comprehensive annual survey that measures the performance of Algonquin Students' Association operations and the strength of the Algonquin Students' Association Brand

**Business Processes**

The Algonquin Students' Association will improve the cost effectiveness of operations in a no-growth budget environment by increasing operating efficiencies.

We will:

- Eliminate redundant work and automate our capacity to manage financial information
- Stabilize operating costs
- Optimize employee resources

The Algonquin Students' Association will excel in anticipating and responding to student needs.

We will:

- Conduct frequent comprehensive student consultation to deepen our understanding of the students' experience, including consultation for the design and development of the ARC (Athletics and Recreation Centre)
- Continuously improve the Algonquin Students' Association's website, making it easy to navigate and intuitive

Algonquin Students' Association Athletics Mission:  
*Generations committed to physical activity for life*



### **Learning and Growth Objectives**

We believe it is important to cultivate an enjoyable and professional work environment that attracts, retains and develops great people who demonstrate commitment to our mission.

We will:

- Develop a human resources system that supports the recruitment and retention of great people who care about students.
- Conduct performance appraisals and performance manage to encourage the our people to be their best
- Continue to challenge and support employees with excellent professional development and learning opportunities
- Create fun in the workplace

We believe it is important to build imaginative athletics and recreational opportunities that thrill students and offer opportunities for all.

We will:

- Develop a sustainable business model that provides great opportunities for students to relax, socialize and participate
- Negotiate an operating agreement that ensure the Algonquin Students' Association's retains autonomy and de-facto ownership of the facilities we invest in for students

We believe it is important to become expert facility operators.

We will:

- Implement a schedule of inspections, reporting and follow-up of all facilities
- Ensure an appreciation for health & safety across the entire Algonquin Students' Association

### **Financial Objectives**

We believe it is important to sustainably deliver consistent financial performance.

We will:

- Achieve an unqualified audit every year
- Maintain a strong cash position
- Ensure food services and licensed operations break even
- Ensure all rentals to external organizations operate at a profit

We believe it is important to secure solvency and sustainability.

We will:

- Project long term revenues and conduct annual scenario planning following a conservative approach
- Identify and take steps to transfer risks associated with the Algonquin Students' Association operations and financial performance
- Plan for and achieve a budget surplus every year

The Current Athletics Spaces – The Fitness Zone and Gymnasiums

The Fitness Zone is approximately 15,000 net square feet and was constructed in 2002 at an approximate cost of \$3.6M.

Fitness Zone - Ground Floor Net Areas	
Front Desk / Control Point	585 sf
Laundry and Storage Room	240 sf
Women’s General Locker Room	1,575 sf
Men’s General Locker Room	1,346 sf
Women’s Staff Locker Room	885 sf
Men’s Staff Locker Room	825 sf
Coordinator’s Office	105 sf
Coordinator’s Office	81 sf
Testing Room (Treatment Room)	144 sf
Open Waiting & Stretching Area	800
<b>Total net square feet</b>	<b>6,421 sf</b>

Fitness Zone - Second Floor Net Areas	
Exercise Areas (Open “L” shape area for free weights, cardio machines and circuit training equipment)	8,565 sf
<b>Total net square feet</b>	<b>8,565 sf</b>

On the ground floor, students enter from an internal campus corridor near Tim Hortons towards a front reception desk, which controls access to the facility. General use and staff locker rooms are located on the ground floor of the facility, as well as two athletics coordinator offices, a treatment room, a stretching area, and storage/service spaces.

The second floor of the facility is an “L” shaped open space housing free weights, cardio machines, circuit training equipment and a help/supervision desk. The first and second levels are connected with a staircase and a small passenger elevator.

The gymnasium at approximately 20,500 net square feet is not directly connected to the Fitness Zone, as such; both spaces require their own reception areas, rest rooms and locker rooms.

Existing Gym- 1st Floor Net Areas	
Existing Gym	10,617 sf
Reception and Lobby	465 sf
Workshop	255 sf
Gym Storage	476 sf
Closed Office	194 sf
Locker Rooms and Washrooms	2,856sf
<b>Total net square feet</b>	<b>14,863 sf</b>

Existing Gym- 2nd Floor Net Areas	
Exercise Room	3,035 sf
Aerobics Studio	1,932 sf
Aerobics Studio Storage	99 sf
Closed Office	93 sf
Office Reception	308 sf
Coaches Offices	214 sf
<b>Total net square feet</b>	<b>5,881 sf</b>

Athletics and Recreation Employment Opportunity

At the College, the Algonquin Students’ Association Athletics Department helps students from the Recreation & Leisure and Fitness & Health Promotion programs develop their skills through applied learning. They also provide College faculty with group training opportunities within their aerobics studio, the Impact Zone and the gymnasiums.

Each year, the Algonquin Students’ Association facilitates up to 50 work-integrated student placements. These work placements place students in direct contact with real clients - student clients. The Algonquin Students’ Association also hires full-time students to work in fitness camps, as referees for recreational programs and varsity events, to support promotional events, and to serve clients at the gymnasium and soccer dome.

These work integrated learning and employment opportunities provide students with excellent fitness industry experience and gives them social insights that will help them transition into the Arts, Culture, Recreation, Sports and Fitness sector. In fact, Statistics Canada reports that workers who are college educated dominate this sector.

### Athletics and Recreation Centre – Space Functional Programming

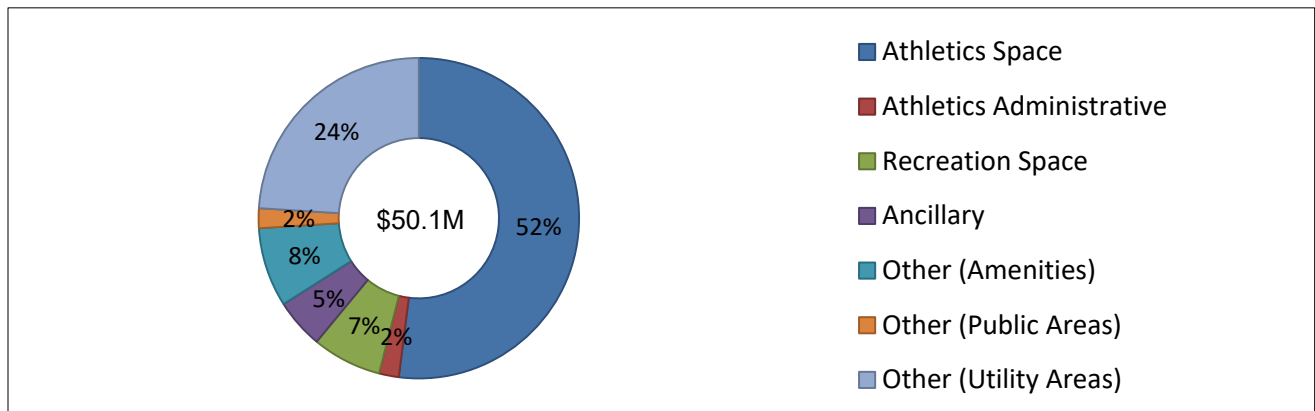
Having conducted significant analysis of student feedback and research into best practices amongst other postsecondary institutions, the Algonquin Students' Association has developed the following Preliminary Functional Programming:

ARC - Space Allocations (Gross Square Feet)	Space Estimate
Common Areas	7,912
Athletics and Recreation Areas	67,369
Support Areas	38,479
Gross-up (10%) - Exterior Walls, Partitions, etc.	11,376
<b>Total Space Allocations</b>	<b>125,136</b>

Common Areas		Space Estimate
Control Points	Reception Desk / Ticket Sales	377
	<b>Sub Total</b>	<b>377</b>
Student Amenities	Building Lobby / Entrance Foyer (Atrium)	388
	Licensed Lounge	5,134
	Triple Gym Public Washrooms	1,012
	Public Washrooms	1,001
	<b>Sub Total</b>	<b>7,535</b>
	<b>Common Areas Total</b>	<b>7,912</b>

Athletic and Recreation Areas		Space Estimate
Gym	Court A	7,911
	Court B	7,911
	Court C	6,146
	Gym Storage Solution	1,894
	TV Broadcasting Area	441
	<b>Sub Total</b>	<b>24,303</b>
Fitness	Discovery Track (3 lane)	9,106
	Fitness Zones (Cardio, Weights)	20,710
	Multi-Purpose Studio 1	1,938
	Multi-Purpose Studio 2	1,905
	Day Locker Areas	1,216
	<b>Sub Total</b>	<b>34,875</b>
Recreation	Bowling Alley (8 Lanes)	5,511
	Billiard Tables (8)	732
	Golf Simulator (3)	172
	Bouldering and/or Climbing Wall	1,776
	<b>Sub Total</b>	<b>8,191</b>
	<b>Athletic and Recreation Areas Total</b>	<b>67,369</b>

Support Areas		Space Estimate
Administration	Athletic Office	1,539
	Break-out & Multi-Purpose Room (2)	538
	Coaches Office	183
	Official's Room	366
	<b>Sub Total</b>	<b>2,626</b>
Operations	Laundry	118
	Strategic Storage (multiple rooms)	1,281
	<b>Sub Total</b>	<b>1,399</b>
Therapy	Massage Therapy Rooms (3)	409
	Athletic Therapy Room	463
	<b>Sub Total</b>	<b>872</b>
Lockers	General Public Locker Rooms	3,035
	Gender Neutral / Universal Locker Room	829
	Varsity Team Locker Rooms (10)	2,433
	Public Washrooms	0
	<b>Sub Total</b>	<b>6,297</b>
Building Services	Electrical Room	1,550
	Elevator Room	753
	Mechanical Room	5,081
	IT Rooms	129
	Shipping / Receiving	1,087
	Water Entry Room	97
	Janitor's Room	377
Circulation Spaces	18,211	
	<b>Sub Total</b>	<b>27,285</b>
	<b>Support Areas Total</b>	<b>38,479</b>



## Competitive Analysis

Across Ontario, Colleges and Universities are experiencing enrolment pressure due domestic population decline in the target age group of 17 to 24 year olds. Growth in on-line education is also exerting enrolment pressure and this from both public and private industry educators. In response, postsecondary institutions are trying to increase the ability for their brand to recruit new students from outside historical catchment areas.

Postsecondary institutions are increasingly pursuing international student recruitment opportunities. In fact, most Colleges and Universities in the Toronto region are already offsetting all domestic population declines with international students which in some cases can represent as much as 50% of their total student body.

In 2010<sup>4</sup>, a report written by Dr. Sylvie Albert identified that institutions across the Ontario postsecondary system believe that developing successful strategies to improve retention rates is necessary. Unfortunately, very few institutions felt that they allocated adequate resources to creating tangible retention strategies.

Student retention initiatives are often carried out across multiple departments within postsecondary institutions. Often student success and retention activities are faculty led and targeted at first-year students. Unfortunately, when institutions feel financial pressure, these “soft activities” and events are deemed unimportant

The Academica Group<sup>5</sup> has performed annual surveys of postsecondary university and college applicants for many years. Their survey responses have been summarized below (refer to table below) and identify 7 key factors that influence an applicants’ choice between postsecondary institutions.

Of note are elements that impact student-life within the categories of “Campus” and “Extracurricular”. The survey found that almost 70% of Ontario College applicants reported that an attractive campus positively impacted their decision of first-choice institution. Also noted was that an institutions’ reputation for “Extracurricular” activities influenced the decision of more than 70% of applicants. The quality of the institutions’ recreational sports facilities influenced the decision of over 50% of applicants and the availability of clubs and social activities influenced the decision of more than 45% of applicants.

Academica Group College Applicant Key Decision Categories:

1	Reputation	(institutional history/tradition, institutional program standing)
2	Academic	(quality of faculty, investments in technology)
3	Financial	(close to home, flexible course delivery, tuition cost)
4	Outcome	(obtaining high-quality jobs, co-op programs and internships,
5	Campus	(attractive campus, diversity of student population, availability of off-campus housing)
6	Extracurricular	(student experience, recreational sports facilities, clubs/social activities, off-campus life)
7	Nurturing	(professor/student interaction, small class sizes, campus safety and security, personal attention during application process)

<sup>4</sup> <https://cou.ca/wp-content/uploads/2015/07/Academic-Colleagues-Paper-Student-Retention.pdf>

<sup>5</sup> [https://www.collegesontario.org/research/research\\_reports/2015%20UCAS\\_Colleges%20Ontario%20Summary.pdf](https://www.collegesontario.org/research/research_reports/2015%20UCAS_Colleges%20Ontario%20Summary.pdf)

## Competitive Value

In assessing the competitive opportunity for postsecondary institutions who invest in athletics and recreational infrastructure (refer to Appendix B), the following is noted:

- Where institutions experience enrolment decline, the financial and human resource impact of a significant infrastructure build is difficult to rationalize.
- When considering the embedded financial liability of infrastructure deferred maintenance at Ontario's Universities and Colleges, it is becoming more and more difficult to rationalize a non-academic infrastructure build. As such, for most postsecondary institutions, a decision to invest in a large athletics and recreational centre would require significant external capital participation.
- Although there is often availability to physical fitness facilities within local communities, access to recreational facilities is limited.

Recent Ontario Postsecondary Athletic and Recreational Infrastructure Initiatives (see build details in Appendix C) include the following:

Name of Institution	Date of Build	Student Population	Cost	Cost per Student	Notes
Boréal	Completed 2018	1500	\$ 9,500,000	\$ 6,333	1st floor: 13,000 square foot gymnasium 2nd floor: Walking training track 3 lanes wide, 150 metre track
Conestoga	Completed 1980 Renovation 2017	10,500			Triple gymnasium 19,250 square feet. Multipurpose gymn 13,650. Fitness Facility 8,500 square feet. 167 Metre 3 Lane Track on 3rd Floor.
Georgian	Completed 2003	7000	\$ 11,000,000	\$ 1,571	Double gymnasium 20,000 square feet. Fitness Centre 10,000 square feet. Multipurpose room 3500 square feet. Track 3 lanes wide. Climbing wall in front entrance close to athletic desk.
Mohawk	Completed 2013	13,000	\$ 40,000,000	\$ 3,077	Triple gymnasium 19,375 square feet. Fitness Centre 16,000 square feet (does not include the changerooms). One dedicated multipurpose space 250 square feet. 3 general changerooms for women and 3 for general changerooms for men.
Niagara	Completed 2010 Renovation 2017	6,000	\$ 41,000,000	\$ 6,833	3700 square foot fitness centre 2 FIBA bball courts. International Volleyball Court, 8 team rooms, coaches suite, office space for staff, 2 referee rooms. 1600 square foot open learning space not a dedicated aerobics studio.
St. Clair	Completed 2014	8300	\$40,000,000	\$ 4,819	85,000 square foot total including: Triple Gymnasium @ 22,000 square feet. Fitness Centre: 8,000 square feet plus 2,000 single or double square foot multi-purpose/aerobics space. Temporary sliding wall makes two 1,000 square foot rooms. 10,000 square feet total for the Fitness Centre area that includes additional change/shower space. 12 Team rooms.
St. Lawrence	Completion 2018	5000	\$ 40,000,000	\$ 8,000	
Seneca	Completion 2019	28,000	\$ 40,000,000	\$ 1,429	43,000 Square Feet

## Financial Analysis

### Capital Cost – ARC Construction

The construction cost estimate for the Athletics Recreation Complex is \$49.9M. This estimate is based on construction estimates of a 125,000 gross square feet project in consultation with HOK Architects, Colliers Project Managers and PCL Construction.

On June 12, 2017, the Board of Governors passed the following motion:

That the Board of Governors approves the allocation of up to \$5.5 million from College reserves to collaborate with the Algonquin Students' Association in the construction of a new Athletics and Recreation Centre provided that the following conditions are met:

- All regulatory and legislative requirements, including Section 28 of the Financial Administration Act, are met; and
- A favourable operating agreement between the Algonquin Students' Association and Algonquin College has been reached; and
- The Algonquin Students' Association acquires suitable loan financing.

Athletics Recreation Centre Development Cost	
Total Gross Space Requirement (GSF)	125,000
Total New Build Cost per Gross Square Foot	\$ 399
<b>Total New Build Cost</b>	<b>\$ 49,900,000</b>
<hr/>	
<b>College Capital Requirement</b>	<b>\$ 5,500,000</b>
Students Association Reserve	\$ 13,900,000
Loan Requirement	\$ 30,500,000
<b>Total Build Investment</b>	<b>\$ 49,900,000</b>

Within the Algonquin College's Five Year Campus Master Development Plan, the Transportation Strategy outlines the College's commitment to developing a more pedestrian-oriented campus that highlights safe foot travel. In accomplishing this objective, the document identifies that need for pedestrian linkages between buildings – making it easier to move around the campus – without concern for the weather.

#### Pedestrian Link

With this infrastructure investment, the number of students engaging in athletics and on-campus recreational activities will significantly increase. As such, a pedestrian bridge will be required to ensure safe and accessible pedestrian traffic traveling to and from the ARC. The construction cost for the Pedestrian Link is budgeted to be \$5.4M (incl. tax).

#### Enabling Works

Common with land leases, utility services – including electricity, natural gas water and sanitary – will need to be extended to the ARC facility site. The cost for provisioning of services to the ARC construction site are budgeted to be \$6.5M (incl. tax).

### Accounting Treatment

The Student's Association will own and capitalize the ARC on its financial statements as a leasehold improvement. The Students' association will record the loan financing acquired as debt on its balance sheet without a guarantee from the College. The College will not record this capital asset or debt on its financial statements. This treatment results from the following facts:

- The Students' Association will be the owner of the improvements made on the land leased from the College (these improvements being the ARC).
- The Students' Association enters into a Development Agreement with the College to complete and manage the construction of the ARC (the leasehold improvements).
- The Students' Association will bear the risks and rewards associated with the completion of the ARC including its potential future economic benefits.

The College will capitalize the enabling work and pedestrian link on its balance sheet and fund these investments 50% from College reserves and 50% from the College's annual Strategic Investment Priorities budget. The \$5.5 million contribution to construct the ARC will be expensed in the year the contribution is provided, 2019-2020.



## Capital Cost – Full Project with Sources of Funds

Pedestrian Link and Enabling Works		Estimate
Pedestrian Link		
Construction Costs and Professional Services	\$ 4,470,000	
Contingency	\$ 751,932	
Taxes	\$ 178,068	\$ 5,400,000
Enabling Works		
Utility Upgrades	\$ 575,000	
Upgrades to Plant	\$ 1,635,600	
Temporary Parking Accommodations	\$ 1,000,000	
College Space Upgrades	\$ 1,500,000	
Existing Transportation Modifications	\$ 200,000	
Infrastructure for electric boilers for GHG Efficiency	\$ 1,375,000	
Taxes	\$ 214,400	\$ 6,500,000
<b>Total Estimated Pedestrian Link and Enabling (incl. Tax)</b>		<b>\$ 11,900,000</b>

The estimated capital requirement to fund the construction of a Pedestrian Link and to provide utility services for the ARC is \$11.9M.

ARC Construction Costs		Estimate
Consultant & Design Fees	\$ 4,535,000	
Construction	\$ 37,596,500	
Building Services	\$ 1,390,000	
Furniture, Fixtures, Equipment	\$ 2,600,000	
Permits, Insurance & Other Costs	\$ 425,000	
Contingency	\$ 1,708,021	
Taxes	\$ 1,645,479	
<b>Total Estimated ARC Construction (incl. Tax)</b>		<b>\$ 49,900,000</b>

The estimated capital requirement to fund the construction of the ARC is \$49.9M.

<b>Total ARC Project Estimate (incl. Tax)</b>	<b>\$ 61,800,000</b>
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ARC Sources of Funds	
College Reserves	\$ 11,450,000
College Strategic Investment Priorities	\$ 5,950,000
Students' Association Reserves	\$ 13,900,000
Students' Association Financing	\$ 30,500,000
<b>Total Estimated ARC Construction (incl. Tax)</b>	<b>\$ 61,800,000</b>

The College would fund the \$5.5M construction contribution from reserves. For the \$11.9M pedestrian link and enabling works - 50% would be funded from reserves and 50% from Strategic Investment Priorities.

## Operational Leasing and Use Fees – Ground Lease and Occupancy and Use Agreement

With the College owning the underlying lands where the ARC will be constructed, it will lease the lands to the Students' Association for an annual lease consideration (pursuant to a Ground Lease Agreement). The Ground Lease will have a term of 50 years and commence upon the date of the start of excavation for the ARC. Setting the ground lease fee has been calculated to capture an annual capitalization on a per acre value for College comparable vacant land. The annual lease value will be set at \$85,000.

With Students' Association owning the ARC, the College will enter into an agreement to solely occupy and use the ARC for permitted uses by students for a term of 50 years (pursuant to an Occupancy and Use Agreement). The Occupancy and Use Agreement will be subject to an Athletics Program Agreement. The annual consideration for this agreement will be set at \$100,000.

## Operational Cost Model – Algonquin Student's Association

In modelling the operational impact to the Algonquin Students' Association, the following estimates that the Algonquin Students' Association will be able to financially sustain this larger operation with the approved increase to the Students' Athletics Fee. Specifically, for the 2021-2022 academic year, approval has been given to increase the Student Athletics Fee from \$72.63 to \$150.00.

Athletics and Recreation Operating Costs (2016-2017)				Athletics and Recreation Operating Cost Model (2021-2022)			
<b>Revenue</b>				<b>Revenue</b>			
Students full-time (winter)	18,066 <sup>1</sup>			Students full-time (winter)	19,775 <sup>2</sup>		
Students full-time (fall)	18,618 <sup>1</sup>			Students full-time (fall)	19,626 <sup>2</sup>		
Student Athletics Fee	\$ 72.63 <sup>3</sup>	\$	2,664,359	Student Athletics Fee	\$ 150.00 <sup>4</sup>	\$	5,910,030
Students part-time (winter)	1,223 <sup>1</sup>			Students part-time (winter)	1,264 <sup>2</sup>		
Students part-time (fall)	1,159 <sup>1</sup>			Students part-time (fall)	1,233 <sup>2</sup>		
Student Athletics Fee	\$ 36.32 <sup>3</sup>	\$	86,502	Student Athletics Fee	\$ 75.00 <sup>4</sup>	\$	187,243
Students full-time summer	3,715 <sup>1</sup>			Students full-time summer	5,505 <sup>2</sup>		
Student Athletics Fee	\$ 72.63 <sup>3</sup>		269,820	Student Athletics Fee	\$ 150.00 <sup>4</sup>		825,715
Students part-time (summer)	660 <sup>1</sup>			Students part-time (summer)	864 <sup>2</sup>		
Student Athletics Fee	\$ 36.32 <sup>3</sup>		23,968	Student Athletics Fee	\$ 75.00 <sup>4</sup>		64,801
		Facility Rental	469,670			Facility Rental	507,244 <sup>5</sup>
		Fitness Zone - student user fee revenue	595,000			Fitness Zone - student user fee revenue	0 <sup>6</sup>
		Activity Program - student user fee revenue	12,500			Activity Program - student user fee revenue	0 <sup>6</sup>
		College Funding	200,000			College Funding	200,000
Ancillary Revenues	\$ 30,150			Ancillary Revenues	\$ 800,000 <sup>7</sup>		
Margin	5%		1,508	Margin	5%		40,000
		<b>Revenue Total</b>	<b>\$ 4,323,327</b>			<b>Revenue Total</b>	<b>\$ 7,735,032</b>
<b>Expenses</b>				<b>Expenses (with gross-up)</b>			
Fitness Zone space allocation (ft <sup>2</sup> )	14,986			Common Area space allocation (net ft <sup>2</sup> )	7,912		
Overhead and Maintenance cost	\$ - <sup>8</sup>		-	Overhead and Maintenance cost	\$ 11.88 <sup>9</sup>		
Occupancy rate	100%			Occupancy rate	100%		\$ (93,995)
Gymnasium space allocation (ft <sup>2</sup> )	20,744			Athletics & Recreation space allocation (net ft <sup>2</sup> )	67,369		
Overhead and Maintenance cost	\$ - <sup>8</sup>			Overhead and Maintenance cost	\$ 11.88 <sup>9</sup>		
Occupancy rate	100%			Occupancy rate	100%		(800,343.72)
Ancillary and Other space allocation (ft <sup>2</sup> )	-			Support Areas space allocation (net ft <sup>2</sup> )	38,479		
Overhead and Maintenance cost	\$ - <sup>8</sup>			Overhead and Maintenance cost	\$ 11.88 <sup>9</sup>		
Occupancy rate	100%			Occupancy rate	100%		(457,130.52)
		General Operating Expenses	(1,012,643)			General Operating Expenses	(1,093,654) <sup>10</sup>
		Fitness Zone Operating Expenses	(625,657)			ARC Operating Expenses (75% increase)	(1,094,900) <sup>11</sup>
		Campus Recreation Operating Expense	(173,150)			Campus Recreation Operating Expense (75% increase)	(303,013) <sup>11</sup>
		Varsity Operating Expense	(752,070)			Varsity Operating Expense (2% increase)	(767,111)
Loan Requirement	\$ -			Loan Requirement	\$ 30,500,000 <sup>12</sup>		
Term	25			Term	25		
Interest Rate	5.00%		0	Interest Rate	4.35%		(2,003,311)
		<b>Expense Total</b>	<b>\$ (2,563,520)</b>			<b>Expense Total</b>	<b>\$ (6,613,458)</b>
		<b>Operating surplus/(deficiency) before reserve</b>	<b>\$ 1,759,807</b>			<b>Operating surplus/(deficiency) before reserve</b>	<b>\$ 1,121,574</b>
		Athletics Reserve Fund	(1,100,000)			Athletics Reserve Fund	-
		Capital Renewal Reserve	(90,000)			Capital Renewal Reserve <sup>13</sup>	(554,000)
		<b>Estimated Operating surplus/(deficiency)</b>	<b>\$ 569,807</b>			<b>Estimated Operating surplus/(deficiency)</b>	<b>\$ 567,574</b>

### Notes:

- 1 Registration by Term as at Relevant Audit Date
- 2 Forecasted from growth rate of previous two years with 15% sensitivity applied
- 3 Student actual per term Athletic Fee
- 4 Approved Student per term Athletics Fee
- 5 Rental revenue increased by 2% per year
- 6 No additional user fees moving forward
- 7 Ancillary revenues in ARC include a restaurant facility
- 8 There are no overhead charges leveled by College for these spaces
- 9 Overhead charges are based on a 2016-2017 rate of \$11 per sqft increased by 2% per year
- 10 General Operating expenses increased by 2% per year
- 11 ARC Operating and Campus Recreation expenses increased by 75% to capture staffing requirements
- 12 ARC Loan principle
- 13 Capital Reserve for ARC

### Recommendation

The construction of the Athletics and Recreation Centre at the Ottawa campus of Algonquin College would be significant move forward in continued partnership between the College and the Algonquin Students' Association.

The facility will be a centrepiece of student activity for the College. It will significantly expand healthy-living initiatives through Athletics and Recreation and directly support the College's recruitment and retention efforts.

The proposed pedestrian link and enabling works align and support Algonquin College's Five Year Campus Master Development Plan.

The pedestrian link will:

- Provide a safe, rapid and efficient method for students to access the Athletics and Recreation Centre
- Enable students to move between the College and the new Athletics and Recreation Centre without being impacted by weather conditions

**Recommendation:**

That the Board of Governors approves the construction of an Athletics and Recreation Centre, pedestrian link and enabling work on the Ottawa campus with a 50-year land lease to the Algonquin Students' Association, and the transaction structure and the associated governing implementation agreements, with a total cost of construction up to \$61.8 million over the fiscal years 2019-2020 to 2021-2022. This project will be financed as follows:

- Algonquin College will contribute \$5.5 million to the construction costs of the Centre from College reserves in 2019-2020; and
- Algonquin College will contribute up to \$11.9 million to the construction costs of the pedestrian link and enabling work funded 50% from College reserves and 50% from the College's Strategic Investments Priorities budgets in fiscal years 2019-2020 to 2021-2022; and
- Algonquin Students' Association will contribute \$30.5 million financed from a major Canadian bank loan and \$13.9 million from the Association's reserves.

Final approval of this construction project is contingent on the following conditions being met:

- The College meeting all regulatory and legislative requirements including Section 28 of the Financial Administration Act; and
- The Algonquin Students' Association acquiring suitable loan financing.



Supporting documents include:

- Athletics and Recreational opportunities when compared to recent postsecondary infrastructure builds **(Appendix C)**
- Cost Benchmarking for comparable Athletics Recreational initiatives **(Appendix D)**

## Action Plan

The following project governance structure is established for the Athletics and Recreation Centre project:

### Project Sponsor

Vice President of Finance and Administration is the Project Sponsor.

### Project Lead on behalf of the College

Executive Director, Facilities Management.

### Project Lead on behalf of the Algonquin Student's Association

General Manager of the Algonquin Student's Association

### Steering Committee

The steering committee is responsible for the overall authority and responsibility for the acceptance of the deliverables. The steering committee will be chaired by the Project Lead and have representation from Algonquin College, Students' Association and Colliers Project Leaders.

The responsibilities of the ARC Project Steering Committee include, but are not limited to:

- Decision making on original scope, budget and schedule
- Review of risks and related mitigation actions as presented from the Risk Log
- Review and advice on any other issues related to the Project
- Ensuring the Project is continuing to meet the College's goals and objectives
- Ensuring construction initiatives adhere to applicable regulations and Algonquin College's construction standards

It is anticipated the Steering Committee will meet monthly during the Project. Special meetings will be held when required to approve project changes or deal with serious issues.

At each regular meeting, the Project Lead will present (or cause to have available):

- A Schedule Update
- A Budget update including ongoing use of contingency
- An update of the Risk Log including newly identified risks and mitigation measure and risk that have been identified as completed
- Proposals for project changes (scope-ladder changes), communication suggestions, design and construction updates

### Facilities Management

Facilities Management departments will maintain continuous oversight on the construction project and be responsible for directing communications under the advisement of the Project Sponsor and Algonquin College Executive Team.

### Project Lead

Colliers Project Leaders have been contracted by Algonquin College for construction management of the ARC.

## Governance and Oversight

### Implementation

This project will be overseen by a Project Steering Committee. In good faith, the Students' Association will retain decision-making authority on the design, layout, and changes to scope.

The responsibilities of the Project Steering Committee include, but are not limited to:

- Interpretation of the project scope and review of the project budget and schedule
- Review of risks and related mitigation actions as presented within the Colliers Risk Log
- Review and advice on any other issues related to the Project
- Ensuring construction adheres to applicable legislation and regulations and Algonquin College's standards

It is anticipated the Steering Committee will meet monthly during the Project. Special meetings will be held if required to approve project changes or deal with risks.

At each regular meeting the Project Lead will present;

- A schedule update
- A Budget update including ongoing use of contingency
- An update on newly identified risks and potential mitigation measures
- Proposals for project changes (scope-ladder changes), communication suggestions, design and construction updates

### Scope Management

Amendments to Project Scope must be approved by the Project Steering Committee and College Executive Team, the Project Lead will request appropriate documentation be completed. These may include (but are not limited to):

- Schematic Design
- Drawings
- Technical specification

The Project Lead will ensure a Cost Tracking Log is maintained. The log will track commitments and any changes against the project budget. Any scope change identified before or during construction, which involves a Project Schedule extension and/or an increase in cost above the Project Budget, must be approved in writing by the Project Lead on behalf of the Algonquin Student's Association.

### Schedule Management

The Project Lead has will ensure a Master Project Schedule is maintained. Colliers Project Leaders will prepare monthly updates of the Master Project Schedule.

During the design phase (Colliers Project Leaders (or suitable alternate) will create a construction schedule that will be updated monthly and included in the Master Project Schedule.

The Project Lead will report (or cause to have available) any deviations from the Master Project Schedule at the Project Steering Committee meetings and will provide recommended responses as required.

## Risk Management

The College's Board of Governors has developed four risk appetite statements to be used when assessing the merits of significant investments.

### Risk Appetite Statements and Response:

1. Statement: Algonquin College accepts a moderate level of risk to embark on innovative program development that supports academic excellence and program relevance in a technological landscape, as long as it does not compromise the student experience, program success metrics or financial health.

Response: An investment in a new Athletics Recreation Complex will increase the likelihood of innovative healthy living applied research. As the investment will approximately double the size of the current athletics facilities and that membership to the facility will be included in annual student fees, it is reasonable to assume that there will be a significant increase in the number of students engaging in healthy living activities. The investment is likely to improve community access to sports and recreation facilities on weekends and summer periods, as such the College is likely to realize an increase in summer hoteling revenue. Finally, universal student membership is very likely to improve student fitness levels and this is known to have a positive impact on mental health and student retention.

2. Statement: The College embraces technology as a value creation tool and has a high-risk appetite for technology advancement initiatives provided that they do not adversely affect our other value drivers or unduly put at risk the privacy and security of personal or corporate data.

Response: While there is no evidence that the Algonquin Students' Association has experienced a data breach, statistically, covert cyber security incidences are increasing. It is reasonable to conclude that while the existing security protocols may have provided reasonable data security in the past, increased interaction with student transactional data gives cause for a revision of protocols. As such, the Algonquin Students' Association is currently conducting a review of their data security and privacy practices. With the potential construction of a new Athletics and Recreation Centre, the Algonquin Students' Association has committed to ensuring full compliance with the standards set forth by the College's department of Information Security and Data Privacy. Finally, with an investment in a new Athletics and Recreation Centre, there will be increased opportunity for the College to pursue applied research activities in the field of health and wellness monitoring, training and prediction.

3. Statement: The College is focused on creating the financial capacity to support a high-risk appetite for innovative initiatives that contribute to greater financial health, but a low appetite for financial risks that might threaten our capability to deliver mission centric programs and services.

Response: For the College, the financial impact of a new Athletics and Recreation Centre is likely to be high in the short term and moderate over a five-year term. The investment may impact the timing of other significant College capital initiatives as the College has limited capital reserves. If the current proposed site is approved, the impact on parking is estimated loss of 15 parking spaces – therefore realizing an associated operating revenue loss. Offsetting this revenue loss, the proposed Athletics and Recreation Centre initiative holds a high likelihood of increasing hoteling revenues during summer periods. Improvement to the quality and availability of sports and recreational opportunities is likely to have a positive impact on school spirit and campus life. As such, there is potential that the proposed Centre will be a focus within recruitment activities and positively impact student enrolment.

4. Statement: The College has a low appetite for risks that could significantly impact its reputation of committing to our core values and sustaining positive relationships with our students, our people and our strategic partners.

Response: An investment in a new Athletics and Recreation Centre is likely to have a positive impact on the College's reputation in the postsecondary education sector. It will strongly support the College's core values and help to sustain positive relationships with Algonquin College students and employees.

## Risk Appetite Test Committee

In preparation for completion of this business case, a committee of College leaders was assembled to engage in a preliminary risk assessment specific to the building of an expanded Athletics Recreation Complex. Upon conducting a Risk Appetite Test, the following summary of inherent risks and opportunities in the context of the College's value drivers was identified:

Reputational	Population demographics continue to pressure the College's ability to maintain historical student enrolment growth. As other postsecondary institutions communicate improved athletics and recreational facilities in their recruitment activities, not participating with the Algonquin Students' Association in the athletics facilities investment may negatively impact Algonquin's competitiveness and reputation.
Financial Health and Capacity	The value of the College's capital commitment is still under development and will be presented in the final business case. As was acknowledged above, a capital commitment to this initiative will impact the College's capacity and capability to invest in other major capital projects.
Student Experience	With the student supported Universal Transit Pass fee being aggregated into the student fees, Algonquin now has the highest student fees in the Ontario postsecondary system. This initiative will increase the fee paid by students. It will be important to initiate communications that demonstrates the value of this initiative to new and returning students.
Academic Excellence & Program Relevance	There is insufficient information at this time to identify incremental risks associated with this value driver.
External Stakeholder Relationships	The College will need to negotiate a lease agreement with the Algonquin Students' Association wherein specific rights will be assigned for control authority over usage, decision making, assignability, maintenance and operating, operating cost responsibilities, etc.  The College may be seen as using public monies to compete for clientele with private sector health facility operators, conference service providers, hotel services operators, food service operators.
Our People	A new Athletics Recreation Complex may provide additional opportunities to engage employees and promote positive physical and mental health. The Algonquin Students' Association has expressed a willingness to engage in discussion regarding access for College employees however students will always retain priority access to the facility.
Technological Capability and Capacity	There is insufficient information at this time to identify incremental risks associated with this value driver.

### Brand, Financial and Legal Exposure

Although brand, financial and legal risks will have been identified within a full risk assessment, these risks warrant additional consideration due to their importance to the College, and the ongoing nature that these risks pose as they relate to the project. The Algonquin Students' Association has conducted scenario testing that has indicated the initiative can withstand an enrolment reduction of up to 11.8% (enrolment of 14,759 versus 16,500).



## Appendix A: PEST Analysis

(a framework which analyses external factors that commonly affect business activities and performance)

	Considerations	Sustainability	Opportunity	Threats
Political	Presently, there are no government funding opportunities available for new Athletics and Recreation infrastructure.	As the current gymnasium facility is at end-of-life, a new facility would serve to decrease the College's deferred maintenance responsibility.	A state-of-the-art facility would provide the College with attractive infrastructure where community and political events could be held.	None of significance.
Economic	An infrastructure build such as this will improve the attractiveness of the College campus and this is known to positively impact the decision of student applicants to enroll.	With the proposal, the Students' Association would assume the maintenance of the building for the lease term (useful-life). While realizing a \$40 million gain in net assets, the College may realize an annual operational cost due to reduced parking capacity.	Improving extracurricular recreational opportunities is known to be of significant importance to College applicants when choosing between institutions. Very few College Students' Associations have the ability to fund an infrastructure build of this value.	<b>The semester student fee would increase by \$78. As a result, Algonquin College would have the highest student fees amongst competitors. Further, greater than an 11.8% decline in enrolment would result in reductions or elimination to other Students' Association programming.</b>
Social	Sports and recreational opportunities should be determined for our indigenous students, our ethnically diverse students, and those with athletic abilities/disabilities.	The initiative would create universal membership to all registered students (no user fees) and this would have a positive impact on student health and student experience.	Increased gymnasium capacity would present greater opportunities for the College to engage with the local community.	There may be a call for areas of the facility to provide services to women only. An action and communication plan should be considered.
Technological	Increasing the quantity of data processing places private student information at greater risk and thus increases the College's governance responsibility.	Transactional protocols and auditing procedures should be established to ensure the ongoing privacy of student and corporate data.	The proposed initiative is likely to increase the opportunity for applied research projects in partnership with College programming.	With the initiative, there is the potential that new transaction processing systems will be introduced and this places new risk upon the privacy of student and corporate information.



## Appendix B: VRINE Analysis

(a framework which analyses available resources in order to capture competitive advantage opportunities)

	Valuable	Rare	Difficult to Imitate	Non-Substitutable	Exploitable
Test	<p>Are the resources valuable?</p> <p>Yes. The land upon which the Recreation Centre may sit has an opportunity value determined by the real estate investment market and/or by the present value of displaced parking through the lease term.</p>	<p>Are the resources rare?</p> <p>Yes. The College possesses a limited quantity of land that is suitable for this type of development and that has the advantage of being directly adjacent to the College's most utilized entrance.</p>	<p>Can competitors imitate the resources?</p> <p>Yes. Though other postsecondary institutions could build similar infrastructure assuming similar levels of capital investment, the total investment is substantial.</p>	<p>Are the resources substitutable?</p> <p>Potentially. There are other facilities in close proximity that offer similar athletics and recreation opportunities; however, most students would incur user-fees at these facilities and having facilities on campus would be highly desirable to students.</p>	<p>Are the resources exploitable?</p> <p>Yes. The College can exploit its land assets and human resources capital to deliver upon this initiative.</p>
Competitive Implication	<p>Though the College would need to provide significant capital to support the initiative, if approved the College would obtain new infrastructure that would improve campus attractiveness and thus its competitive standing.</p>	<p><b>An infrastructure build of this size and expense is increasing difficult to rationalize during times of target demographic decline. As such, it may become increasing rare for Colleges to pursue this type of initiative without significant external capital participation.</b></p>	<p><b>Considering the deferred maintenance liabilities embedded across the campus building infrastructure, without significant capital funding participation, an infrastructure build of this scope would be very difficult to rationalize.</b></p>	<p><b>Through the community, access to quality physical fitness facilities is increasing, however, access to recreational facilities is rare because they require significant capital, have limited capacity and as a result are rarely financial sustainable.</b></p>	<p>A 2015 survey of 14,331 college applicants found that 66% of respondents felt an attractive campus impacted their decision to attend an institution and 52% responded felt that the availability of recreational sports facilities impacted their choice.</p>
Performance Implication	<p><b>It is reasonable to assume that universal (no user-fee) access to athletic and recreational facilities would improve student physical and mental health. These outcomes are known to positively impact enrollment and retention.</b></p>	<p>The availability of a significant athletic and recreational facility upon the College campus is likely to positively impact Algonquin College's reputation for student experience and thus influence our ability to attract incremental student enrolment.</p>	<p><b>A large sports and recreational facility with the amenities proposed is a significant capital investment. Pursuing this type of investment would impact a College's ability to pursue other strategic initiatives.</b></p>	<p><b>When compared to the likely outcomes for an athletic and recreational facility of the scope, it would be very difficult to obtain similar student physical and mental health outcomes without significant investment in College student support services (human resources).</b></p>	<p>A large athletic and recreational facility with the services and amenities proposed could be featured strongly within recruitment initiatives and upon the College's website. Further, the infrastructure would likely become a significant events venue within the local community.</p>

## Appendix C: Postsecondary Athletic and Recreational Infrastructure Build Details

(A detailed table of infrastructure features and benefits, and lessons learned)

Institution	Notes
Boreal	Federal money received to updated current facilities with a one year build deadline. The walking/running track runs around the gymnasium.
Centennial	<p><u>What you would do differently?</u> The most significant thing about our athletic facility is that the change rooms and team rooms are too small - not enough lockers or showers, and no privacy showers (for our student population) Originally there was a membership charge for staff/faculty, but that has been removed and now covered as a health and wellness benefit (by the college HR)</p> <p>The only other key thing I can think of is the gyms are lovely, especially the glass all around, but we have to keep the curtains down most of the time due to glare on gym floor. We continue to explore cost effective way to have tinting on the glass to allow light in without glare.</p>
Conestoga	<p>Triple gymnasium with maple hardwood sprung flooring and stadium seating (720 seats) 19,250 square feet. 3 Volleyball; 2 Regulation Basketball; 1 Practice Basketball; 9 Badminton. Also have a multi-use double gymnasium with a poured pulastic compound (rubber) floor and Ariel seating (400 seats) 13,650 square feet. 3 Volleyball, 2 Basketball, 8 Badminton. Includes cardio, fixed weight and heavy weight sections. Feature equipment includes: Woodway treadmills, Woodway Curves, Lateral X Ellipticals, Jacobs Ladder, Upper Body Rope Trainer, Functional Training Cage and Olympic Platforms. A multi-purpose space that can be separated into 3 rooms via retractable walls. Ideal for fitness classes, recreation programming, or meetings. 3,075 square feet (combined).</p> <p><u>Team Rooms:</u> Technically there are no team rooms; we have sections of the changerooms that can be locked up/separated when needed (2 men; 2 women) This is one of my least favourite decisions in the building. One game days it requires that we lock the team changerooms first thing in the morning. If we do not lock them up, general users can use them throughout the day and the come game time their items become locked up in a team room. Lack of team rooms is also a problem because it prevents us from hosting certain events, and makes tournament hosting difficult. I suggest ensuring you have dedicated team rooms . Don't designate them by gender because it is rare to host a tournament where 2 male and 2 female teams play; I would prefer to have 4 -6 + unisex rooms so that you can host teams of the same gender at one time. A 4-lane, 170 metre (inside lane) poured rubber running track. Please note, running cleats are not permitted on this track.</p> <p><u>Best feature:</u> Universal changerooms are popular (we have 10) they give options for refs, College Staff, etc., who wish for privacy when changing/showering ** We also have uniquely shaped lockers: Traditional sized, Large squares, Smaller lockers for just shoes or purses which are very accomodating.</p> <p><u>What you would do differently?</u> More Unisex team rooms . We have both common space and restricted/member space; it was inadvertently designed to allow people the ability to walk right into restricted space without the need to go through a membership check. We had to install a door partway through construction because this wasn't taken into consideration. When looking at the design, identify how people can access different spaces. Consult with the staff who execute your events/programming. They will be able to identify design issues. This was not done in our build and there are many items we have had to problem solve post-construction. Public washrooms are difficult to find (located at the back of the building); They need to be well laid out and signed properly. We have skylights in the South Gym; this is an issue mid-day when trying to play any sport due to sunlight. Glare and light beams coming into gym is an issue.</p>
Georgian	<p><u>Best feature:</u> The climbing wall is their best feature in that location, staff have eyes on it at all times, up front and centre at the main entrance.</p> <p><u>What you would do differently?</u> Need extra staff area: no eating area or meeting room space or boardroom. Need more storage space for gymnasium equipment. Run convocation out of the gym and Athletics does all of the set up requirement so they can minimize down town and gym useage. Be careful of specialty features that are not practical. Would recommend to have atleast 6 team room as they are limited with their events because of space &amp; also a separate officials room/coaches room that is more gender neutral/privacy.</p>
Mohawk	<p>Do have a small track, 2 lane - walking opportunity which circles the fitness area 126 metres.</p> <p><u>What you would do differently?</u> 2 biggest issues with the open concept is with heating and cooling, winter time it is cold, so much glass in summer that it is very hot, Glare from windows (east/west syndrome) the sun is blinding so members wear their glasses all summer in fitness centre, design issues with open space and four floors, bridge to building to Student Centre is welcoming. Need more storage room, be careful with all of the glass and cleaning needs, sound, and glare.</p>
Niagara	<p>The initial build in 2010 was almost immediately too small and that is why they are currently doing renovations. Student population has increased from 3,000 to 6,000+ in 7 years. Gate way access a challenge at the beginning for limiting students that graduated. No staff or community memberships available. No dedicated staff changerooms. In the new renovations they are looking at being AODA compliant in all change rooms and made 4 smaller changerooms into 2 larger change rooms.</p> <p><u>What you would do differently?</u> If they could do anything differently it would be to have 2 dedicated studios with excellent sound proofing one low impact (serene) and one high impact/multipurpose. Also consider the effect of glass and sun rise/setting on facility and shadowing of areas. Also make sure glass is impact resistant for projectile sports. Would like to have a triple gym instead of a double and a single for large events. Offices wouldn't be behind front desk access but in a more accessible/dedicated space and more flex space. ( Meeting rooms/boardrooms.) The upper floor area is 1041.2 sm . Lower floor areas is 2636.7 sm. This only includes the usable floor space and does not include the gross building footprint. Also have a coaches suite.</p>

## Appendix C: Postsecondary Athletic and Recreational Infrastructure Build Details (continued from previous page)

Institution	Notes
St. Clair	<p>12 Team room with square footage between 265 square feet - 290 square feet. Total square footage 3184. We also have 2 General Change Spaces for the public that are 615 and 539 respectively in square footage. 167 Metre 3 Lane Track on 3rd Floor circular which looks down to gymnasium.</p> <p><u>Best Features:</u> (1) Gym Space Size including additional around courts (2) 2nd Floor VIP Suite overlooking Gym (3) Change Space Amount (4) Athletic Therapy (5) Open concept and Glass/Natural Light Features.</p> <p><u>What you would do differently?</u> (1) Increase/Change Main Floor Bleacher Seating (800) (2) Increase Amount of Backed Chairs; currently only 1st row (3) Split Banks over 2 Gyms (4) Location/Size of Officials Rooms</p> <p>- Currently in area close to spectator entrance/exit/ Only 60 Square feet which fits 2 officials would be nice if it was larger/unisex. (5) Visitor Change Rooms are in same area as Home Team area. Would have a better plan to separate those groups.(6) Open Concept and Natural light can be a challenge depending on the event and time of day.</p>
St. Lawrence	<p>The build will include a triple gymnasium, fitness centre, 8 individual locker rooms plus two ref/family/gender neutral change rooms . Fitness centre has separate access and amenities. Too early in project to say what we would do differently.</p>
Seneca	<p>We are building a new double gym, with fitness centre, 2 dance studios and a climbing wall at King.</p> <p>It is still too early to say what we would do differently. So far, we are staying true to our goals of visibility to the students and community, as well as planning to be as flexible with programming as much as possible.</p> <p>To that end we have planned the facility to be able to accommodate varsity teams in the event we shift the home of some teams to another campus, or want to run high school/club recruiting events out of that location.The dance studios also give us added flexibility of programming. We will have more space at King per person than we have at Newnham Campus.The total build is \$40M project which includes academic and student government space.</p>

## Appendix D: Cost Benchmarking for comparable Athletics Recreational initiatives

1	Mohawk College - Openend in 2013	Total Areas (sqf)	Total Actual Costs	Actual Hard Cost per SQF	Total Cost (escalated to 2020)	Hard Costs per SQF
	Triple gym/ fitness floor/ track / administration / concession / team change rooms / adjacent outdoor volleyball and basketball courts		2013	2013	2020	2020
	Note: unit rate represents level of quality indicated in attached pdf. Constructed through construction management delivery.	79,000	\$ 22,600,000	\$ 286	\$ 25,764,000	\$ 326
2	Appleby College - Tendered in 2016	Total Areas (sqf)	Total Actual Costs	Actual Hard Cost	Total Cost (escalated to 2020)	Hard Costs
	Double gym / single gym/ fitness floor/ group activity rooms / class rooms / medical therapy/ common spaces/ change rooms		2016	2016	2020	2020
	Note : finishes are higher than typically expected for college.	79,000	\$ 25,400,000	\$ 322	\$ 27,432,000	\$ 347
3	College Boreal - Design in 2016	Total Areas (sqf)	Total Actual Costs	Actual Hard Cost	Total Cost (escalated to 2020)	Hard Costs
	Double Gym / exterior green roof / Green house / green roof		2016	2016	2020	2020
	Note costs may be higher than the other comparators due to smaller size and increased unit costs of the green house.	22,000	\$ 8,000,000	\$ 364	\$ 8,640,000	\$ 393
4	University of Toronto at Mississauga, Wellness Centre - Opened in 2006	Total Areas (sqf)	Total Actual Costs	Actual Hard Cost	Total Cost (escalated to 2020)	Hard Costs <sup>1</sup>
	Double Gym/ Fitness/ Track/ Change room renovations / administration / Pool (Excluded from total areas and project value)		2006	2006	2020	2020
	Note: costs may be higher due to complications of addition / renovation and higher quality of materials.	58,000	\$ 23,000,000	\$ 397	\$ 29,440,000	\$ 508
	<b>Averages:</b>	<b>Total Areas (sqf)</b>	<b>Total Actual Costs</b>	<b>Actual Hard Cost</b>	<b>Total Cost (escalated to 2020)</b>	<b>Estimated Hard Costs 2020</b>
				\$ 342		\$ 393
	1 University of Toronto build included a pool and experienced project					



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## ATHLETICS AND RECREATION CENTRE TRANSACTION STRUCTURE OVERVIEW

October 16, 2019

### Background

Algonquin College (“**Algonquin**”, or the “**College**”) has collaborated with Algonquin Students’ Association (“**ASA**”, or the “**Students’ Association**”) to consider the design development and construction of a new approximately 125,000 square foot Athletics and Recreation Centre (“**ARC**”, the “**Project**” or “**Facility**”) at an estimated cost of \$49.9 million. The ARC will enable the ASA to significantly expand healthy-living initiatives through athletics and recreation and improve the student experience on campus while directly supporting the recruitment and retention efforts of Algonquin.

The Board of Governors (“**Board**”) of the College has approved a motion to allocate up to \$5.5 million (the “**College Contribution**”) from College reserves to collaborate with the Students’ Association on the Project, conditional upon satisfaction of certain requirements below. The Students’ Association will fund the balance of the Project costs by way of construction and term financing and its own cash reserves.

Approval of the Project by the Algonquin Board is subject to all regulatory approvals including Section 28 of the *Financial Administration Act* being obtained, a satisfactory development and operating agreement between the College and the Students’ Association, and the Students’ Association obtaining satisfactory Financing.

Section 28 approval currently is in the process of being sought from the Ministry of Finance (Ontario) by the College. The Students’ Association and the College have negotiated a satisfactory development and operating agreement subject to review by the Algonquin Board. The Students’ Association also has obtained financing satisfactory to the College, conditional on all necessary permits and approvals for the Project having been obtained and provided to the lender, and review and approval by the lender of the above-noted development and operating agreement and the construction agreement for the Project with a General Contractor

To repay the capital, interest, operating, and lifecycle maintenance costs of the Project, the Students’ Association intends to increase the mandatory student athletics and recreation fee (the “**Levy**” or the “**Athletics Infrastructure Levy**”) and has requested the College’s support for such increase.

Other key facts include:

- The Students’ Association, is an independently managed and governed entity, and currently operates varsity athletic programs and physical fitness facilities at the College including the athletics field and fieldhouse, and develops and provides a variety of other athletics and recreational programming for students at the College. For greater certainty, the ASA is an independent incorporated not-for-profit entity in Ontario controlled by its

members that do not include the College, and is an unrelated entity to the College. The ASA is not considered to be subject to the College's control, and is not consolidated in the College's financial statements.

- The College is a Government Not-for-Profit Organization ("**GNPO**"), and prepares its financial statements in accordance with Public Sector Accounting Standards ("**PSAS**" or the "**Standard**") for Government Not-for-Profit Organizations.
- The Students' Association prepares its financial statements in accordance with Part III Not-for-Profit Accounting Standards ("**NPO**").
- The ASA is a non-profit organization for income tax and GST/HST purposes and deals at arm's length with the College.
- The College is a registered charity for income tax and GST/HST purposes.

#### **Transaction Structure:**

The Students' Association Owns, Constructs and Operates ARC pursuant to a Ground Lease with the College.

- The College is the owner of the underlying lands of the ARC and will lease the lands to the Students' Association for an ongoing annual lease consideration of \$5,000 pursuant to a ground lease (the "**Ground Lease**") between the College and the ASA. The Ground Lease will have a term of 50 years less one day and will commence prior to the development of the ARC by the ASA.
- The Students' Association will enter into an agreement with the College ("**Development Agreement**") which will allow the College to provide construction services and manage the construction project on a turn-key basis for the ASA.
- The construction services will be provided by the College to the ASA at cost without any additional markup by or overhead of the College.
- The College will enter into an agreement for the construction works pursuant to a CCDC contract ("**CCDC Contract**") with a general contractor (the "**General Contractor**").
- The College's role with respect to the construction works will be similar in nature to that of a developer or contractor performing the work for the ASA as its customer. The College will enter into all other contracts and agreements with suppliers and vendors as necessary to complete the Project and will be named in all invoices rendered by suppliers as part of the construction services rendered to the ASA under the Development Agreement. ASA will ultimately assume all risks and rewards associated with the construction of the facility upon substantial completion and turnover.
- The Students' Association will provide the College with scheduled progress draws during the development of the ARC pursuant to the Development Agreement, subject to the College's contribution of the first \$5,500,000 as referenced above.

- The Students' Association will enter into an agreement for the operations of ARC pursuant to an operating agreement ("**Operating Agreement**") between the ASA and the College. The College will perform certain administrative and general maintenance functions under the Operating Agreement.
- The College will enter into an agreement with the ASA for the right to solely occupy and use the ARC for a term of 50 years less one day, pursuant to an occupancy and use agreement ("**Occupancy and Use Agreement**") between the College and the ASA for reasonable annual consideration of \$10,000 per annum. This Agreement technically meets the definition of a capital lease for accounting purposes under PSG-2, however as the amount is considered immaterial the College may treat this aspect of the arrangement as an operating lease for financial reporting purposes.
- The Students' Association has selected a Canadian bank lender (the "**Lender**") following a funding competition. The Lender and the ASA have negotiated a credit agreement (the "**Credit Agreement**"), whereby the Lender will provide construction and term financing (the "**Construction and Term Loan**") for the Project. For greater certainty, the College is not required to provide a guarantee under the Credit Agreement.

Under the terms of the agreements between the ASA and the College,

- The Students Association has responsibility to provide defined services to students enrolled at the College.
- The College will collect a Levy from the students on behalf of the Students Association to fund such services. The amount and timing of the Levy have been previously approved by the students enrolled at the College, the ASA, the College Board of Governors and the Province of Ontario as a permitted mandatory ancillary fee chargeable to students enrolled at the College.
- The College will provide \$5.5 million to the Project as its contribution during the construction period. The credit for this contribution to the Project by the College is outlined under the Development Agreement.
- Upon expiry of the Ground Lease, the ARC and all improvements become the property of the College (the "**Reversion**"), as will be the case with the concurrent expiry of the Ground Lease relating to the lands on which the ARC is situated. The students will continue to have an ongoing right to access the ARC upon expiry of the Ground Lease.
- The Levy will continue to be collected following expiry of the Lease, and a portion of the Levy will be used to fund the College's operating and lifecycle maintenance costs incurred for the ARC as may be agreed between the College and the ASA, with any remainder being provided back to the ASA to fund programming costs. Upon expiry of the Lease, the ASA will retain the option to apportion and adjust the Levy as it deems fit.



The key implementing agreements include the following:

<b>Agreement</b>	<b>Parties to the Agreement</b>
Ground Lease	Students' Association and the College
Development Agreement	Students' Association and the College
CCDC Contract	College and the General Contractor
Operating Agreement	Students' Association and the College
Occupancy and Use Agreement	Students' Association and the College
Credit Agreement	Students' Association and the Lender
Athletics and Recreation Program Agreement	Students' Association and the College

## **Tax Analysis**

### *Overall Objective*

The objective is to implement the form of the transaction in order to not trigger the imposition of GST/HST at 13% on the supply made by the College to the ASA. The quantum of the supply equates to the cost to construct and maintain the building; therefore, the imposition of GST/HST on the supply, which would represent a significant cost to the ASA. The College is desirous to work with the substance and form of the arrangements in order to reduce the potential impact of GST/HST as permitted by applicable law.

### *HST on Construction*

The costs of construction will be incurred by the College as part of the Development Agreement with the Students' Association, consistent with its role as contractor or developer. All of the construction invoices will be in the name of the College and thus the College will have the legal liability to pay the tax associated with these invoices. The College will pay the 13% HST on the construction invoices to third party suppliers and will be entitled to claim its GST/HST rebate such that the net tax cost of GST/HST after rebates will be 3.41%.

Pursuant to the Development Agreement, the College will invoice the ASA for the full cost of construction services incurred, which will include the net GST/HST cost of 3.41% incurred on the cost of construction. The supply of the full cost of construction services by the College to the ASA will be an exempt supply for HST purposes on which no HST will apply.

### *HST on the Ground Lease*

The College will charge and collect 13% HST on the \$5,000 consideration charged to the ASA under Ground Lease. The supply is taxable for GST/HST purposes as the College has filed an election under s 211 of the *Excise Tax Act* (Canada) ("**ETA**") on the real property title which includes the space that will be leased to the ASA on which the ASA will be constructing the ARC. At the end of the Ground Lease the ARC, with improvements included, will revert to the College



with no consideration and thus no HST currently is anticipated to apply upon the occurrence of this event.

#### *HST on the Operating Agreement*

The College will provide administrative and maintenance services to the Students' Association necessary for the operation of the ARC. Such services will be an exempt supply for GST/HST purposes as the College is a public institution under the ETA.

#### *HST on the Occupancy and Use Agreement*

The Students' Association will be making a supply for the right of occupancy and use to the College which will be taxable for GST/HST purposes under the ETA. The ASA will charge and collect 13% HST on the \$10,000 consideration related to the right of occupancy and use. The right under the Occupancy and Use agreement is not a "lease" for income tax purposes to the extent there is no economic benefit or risk that transfers to the College under this Agreement.

#### *Land Transfer Tax*

Provincial Land Transfer Tax will not apply to the Ground Lease by the College to the ASA as the maximum term of the lease of real property will be less than 50 years.

#### *Property Tax*

The College will maintain the ownership for the land on which the ARC resides pursuant to the Ground Lease. The right to direct the use and occupancy of the ARC will be available by the College pursuant to the Occupancy and Use Agreement. As a result of the rights maintained by the College under the arrangement, the property tax exemption for the facility available to the College under Municipal Property Assessment Corporation ("MPAC") legislation should apply.

The Occupancy and Use Agreement is being implemented to further mitigate the potential for imposition of property tax on the tenant as the ASA is not otherwise exempt from property tax, whereas the College is afforded an exemption under MPAC legislation. The Occupancy and Use Agreement attempts to ensure that the conditions of the exemption afforded to the College are adhered to.

As a result of the rights maintained by the College under the arrangement the property tax exemption for the facility available to the College under MPAC legislation should apply.

#### *Charitable Status*

The activity of managing the development of a recreational facility for use by the students and the ASA would be considered a core activity as part of the charitable purpose of the College as an educational institution. This type of asset if built directly by the College would be considered integral to the overall educational experience of the students and thus would otherwise be part of the charitable purpose of the College.

## **Accounting Analysis and Financial Reporting Impact**

### *Economic Substance*

The overall substance of the College's arrangement with the ASA for the development of the new Athletics and Recreation Centre must consider the various agreements established in aggregate, particularly: the Ground Lease for the land; the Occupancy and Use agreement for the ARC; and the College's initial contribution of \$5.5 million.

Since the Ground Lease and the Occupancy and Use agreement have identical terms (each 50 years less a day), similar but not identical payment structures, and exposure to risk and rewards (the Ground lease provides for the lease of the land on which the ARC will be constructed by the College to the ASA, and indicates that ownership of the ARC reverts to the College at the end of the lease term; the Occupancy and Use Agreement conveys rights for the direction of use of the ARC back to the College from the ASA for the agreement term), the College must consider the substance of the arrangements together, and net the related payments for purposes of determining the appropriate accounting.

### *Capitalization of the ARC*

Given that the Students' Association is the owner of the improvements made which represent the ARC, and the Students' Association has entered into a Development Agreement with the College to complete and manage the improvements, the ASA will bear the risks and rewards associated with the completion of the ARC, and receive the future economic benefits of the ARC. Therefore the ASA will capitalize the property under development on its financial statements. The College will not record property under development during the construction period on its financial statements.

### *Impact of the College Contribution*

The College intends to provide the Project with a contribution to partially fund certain of the construction costs. This contribution is independent of and not considered as consideration paid by the College under the Occupancy and Use Agreement for financial reporting purposes only, subject to the comments set out under "Impact of the Occupancy and Use Agreement" below.

### *Impact of the Ground Lease*

Under the terms and conditions of the Ground Lease, the ASA is the lessee and the College is the lessor. The Standard prescribes the treatment for the College in PSG-2. From the perspective of the lessor, the main consideration is whether substantial risks and rewards have been transferred from one party to another under the terms and conditions of the Ground Lease.

Given that a Ground Lease does not meet the criteria of substantial transfer of risk and reward due to the indefinite economic and useful life of land, the Ground Lease will be treated as an operating lease. As noted above under "Economic Substance", the College considers the \$5,000 received from the ASA net of the payments it is required to make back to the ASA under the terms of the Occupancy and Use agreement.

*Impact of the Reversion of all Improvements at the Expiry of the Ground Lease*

Upon the expiry of the Ground Lease, the ARC and all related improvements would become the property of the College. The treatment of such reversion is outlined in the Standards under PS 4230 as follows:

*Governments may receive contributions of tangible capital assets. The cost of a contributed asset is considered equal to its fair value at the date of contribution. Fair value of a contributed tangible capital asset may be estimated using market or appraisal values. In unusual circumstances, where an estimate of fair value cannot be made, the tangible capital asset would be recognized at nominal value.*

Furthermore, given that the College has no performance obligations related to the ARC at point of the Reversion (subject to having fully discharged its obligations up to that date under the Operating Agreement with the ASA), the College may recognize the revenue associated with the contribution received. The Standard describes the treatment for such transaction in PS 3400.49 and 4210 as follows:

*A public sector entity may receive an increase in economic resources for which the payor does not receive any goods or services in return. These transactions do not have performance obligations. These types of transactions are often referred to as “non-exchange transactions”.*

...

*Revenue from transactions with no performance obligations should be recognized when a public sector entity:*

- a) has the authority to claim or retain an inflow of economic resources; and – Met by the College pursuant to the Ground Lease’s reversion of the ARC to the College.*
- b) identifies a past transaction or event that gives rise to an asset. – Met by the College since the Reversion is the event which gives rise to an asset.*

Therefore, the College would receive the ARC as a contribution from the ASA and would recognize the asset on its balance sheet with a corresponding recognition of revenue. The ARC would thereafter be amortized on the balance sheet of the College.

*Impact of the Financing*

Given that the Students’ Association is the borrower and that the College is not a guarantor of the Construction and Term Loan, the College does not record an obligation on its financial statements.

*Impact of the Occupancy and Use Agreement*

Under the terms of the Occupancy and Use Agreement, the ASA is providing the right to the College to ensure that the manner in which the facility is used and occupied by the ASA is subject to College oversight and direction. The College has indicated that to the extent that it is required to exercise and demonstrate its right of occupancy and use to MPAC under a test of the exemption of municipal property tax that the continued use of the facility by the students in the manner originally envisaged for the Project would be the sole intent of the College.

For accounting purposes only, the Occupancy and Use Agreement would meet the definition of a capital lease under PSG 2. This guideline defines a lease as, “the conveyance, by a lessor to a lessee, of the right to use a tangible capital asset usually for a specified period of time in return for rent.” Through this Agreement the ASA conveys the right to the College to occupy and the use of the ARC for the term of the Agreement. However, given the net amount of the consideration is immaterial between the Ground Lease and the Occupancy and Use Agreement, the net difference will be treated as an operating lease.

The College would account for the facility as prepaid lease payments and a liability. The value of the prepaid lease payments and the amount of the lease liability, recorded at the beginning of the lease term, would be the present value of the following payments:

- The College’s \$5.5M initial contribution to the ASA. Since this initial payment occurs during the first year of the arrangement, no discounting would be applied to determine its net present value;
- The College’s net annual payments to the ASA for the term of 50 years less one day. The College’s payments to the ASA of \$10,000 annually would be recorded net of the ASA’s payments to the College over the same term for the Ground Lease of \$5,000. As a result, the College’s net annual payments under the lease arrangement would be considered immaterial.

Based on these payments, the College would recognize these payments for financial reporting purposes only as “prepaid lease payments” related to the ARC valued at \$5.5 million, corresponding to its initial financial contribution to the project. The College would recognize a corresponding lease liability for the same amount as outlined above. However, since the \$5.5M initial contribution has been paid up front, the value of the lease liability would be \$0.

To reiterate, the financial contribution made by the College to the project does not form part of the legal relationships between the College and the ASA under the Ground Lease or Occupancy and Use Agreement. The comments in this section are for financial reporting purposes only of the College.

**THE STUDENTS' ASSOCIATION OF THE ALGONQUIN COLLEGE OF APPLIED  
ARTS AND TECHNOLOGY CORPORATION**

**-and-**

**THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY**

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**DEVELOPMENT AGREEMENT**

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**September 1, 2019**

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## DEVELOPMENT AGREEMENT

THIS AGREEMENT dated for reference purposes as of the 1<sup>st</sup> day of September, 2019.

BETWEEN:

**THE STUDENTS' ASSOCIATION OF THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY CORPORATION**

(the "SA")

AND:

**THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY**

(the "College")

**WHEREAS:**

A. The SA desires to design and develop, in conjunction with the College, and the SA wishes to secure the supply of construction services from the College in connection with design, development and construction of the Leasehold Improvements which the SA desires to make on the Athletics and Recreation Lands.

B. The SA and the College have agreed to enter into a Ground Lease, below defined, to commence on the date defined in a separate agreement.

**NOW THEREFORE** in consideration of the mutual covenants and agreements hereinafter contained and the sum of Two Dollars (\$2.00) now paid by each party hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Algonquin and the SA hereby covenant and agree as follows:

### **1.0 DEFINITIONS**

1.1 In this Agreement:

- (a) "**Approvals**" has the meaning set out in Section 6.3(b);
- (b) "**Architect**" has the meaning ascribed thereto in Section 3.4;
- (c) "**Athletics and Recreation Centre**" means the athletics and recreation centre constituting approximately one hundred and twenty-five thousand (125,000) square feet to be constructed on the Athletics and Recreation Lands for the purposes of providing extra-curricular athletics and non-athletic recreational programs and related amenities (including, without limitation, varsity and intramural athletic programs) primarily for the Student Body and secondarily for similar services to others from time to time in the SA's sole discretion subject to capacity of the facility to accommodate such secondary uses;

- (d) **“Athletics and Recreation Centre Steering Committee”** means the joint steering committee established by the Parties pursuant to separate agreements and terms of reference, a copy of which is attached and incorporated by references as Schedule “F” hereto;
- (e) **“Athletics and Recreation Lands”** means that portion of Algonquin’s Ottawa Campus lands constituting approximately 125,000 square feet constituting the footprint of the Building as described in the Site Plan in Schedule “E” attached hereto, together with such servicing and access easements as may be required for the Project;
- (f) **“Budget”** has the meaning set out in Section 3.1, subject to any Change Orders hereunder;
- (g) **“Builder”** means PCL Constructors Canada Inc. or such other builder as may be approved by the Athletics and Recreation Centre Steering Committee pursuant to the usual processes followed for approvals in connection with the Project;
- (h) **“Building”** or **“Leasehold Improvements”** means the addition of the Athletics and Recreation Centre and related leasehold improvements therein, and all of the enabling works and services necessary therefor, on the Athletics and Recreation Lands, to be supplied by the College in accordance with the Final Plans and Specifications;
- (i) **“Change Order”** or **“Change Orders”** has the meaning set out in Section 6.9, as approved pursuant to the processes set out herein.
- (j) **“Close Out Materials”** means all of the following documents: statutory declarations, workers’ compensation clearance certificates, letters of clearance from any other authority that issues permits, letters of clearance from the consultants of record (including architect, mechanical, electrical, structural engineers, soils testing agencies), letter confirming building setbacks from a land surveyor, letters of clearance from all testing agencies, two complete sets of as-built drawings, Builder bid on Revit and BIM requirements and specifications: one hard copy; one electronic copy in pdf format; and, electronic copy in AutoCad 2017 or later containing all drawings, warranty package and one set of maintenance manuals;
- (k) **“Completion Date”** means, subject to delays as described in this Agreement and subject to decision of the Athletics and Recreation Centre Steering Committee to change the date, ninety (90) days following the Occupancy Trigger date;
- (l) **“Construction Agreement”** has the meaning in set out in Section 6.15.
- (m) **“Construction Services”** means the construction services to be provided to the SA by the College as the project manager, as more particularly outlined in Section 3.1;



- (n) “**Direct Costs**” means the third party costs (including without limitation, any costs paid to date and present or future payments to the Project Manager, architect, quantity surveyor, insurance and legal advisors, environmental consultants, surveyors, development management fees, construction loan financing charges and interest and other miscellaneous costs), inclusive of non-refundable GST/HST, that are incurred by the College in accordance with the Budget but without inclusion of any internal costs or markup related to the provision of all construction services and costs (for greater certainty, no costs or expenses, overhead or markup attributable to any of the following shall be included as Direct Costs except to the extent expressly set forth in the Budget: (i) any salaries, benefits or other compensation paid to employees of the College, (ii) any amounts paid or payable to third party contractors engaged by the College other than solely for the services herein provided, and (iii) the incremental costs of any kind relating to the Pedestrian Link, within or external to the Building envelope or any enabling works necessary to facilitate the provision thereof);
- (o) “**ETA**” means the *Excise Tax Act* (Canada);
- (p) “**Final Plans and Specifications**” has the meaning set out in Section 5.1, subject to any Change Orders hereunder;
- (q) “**Ground Lease**” means the agreement between the College, as lessor, and the SA, as lessee, pursuant to which the College agreed to lease the Athletics and Recreation Lands to the SA, which lease is to be executed concurrently with the execution of this Agreement, as such may be amended, supplemented and/or otherwise modified from time;
- (r) “**GST/HST**” means Goods and Services Tax/ Harmonized Sales Tax as imposed under the provisions of the ETA;
- (s) “**Land Use Rules**” means the plans, memorandums of understanding, policies, handbooks, guidelines, rules, regulations, bylaws and any other documents no matter how they are titled governing land use and the construction, renovation, maintenance, repair and replacement of buildings on the Ottawa Campus in the form adopted by the College’s Board of Governors from time to time, and all permits that are required to be issued by the City of Ottawa or other regulatory authorities having jurisdiction, if applicable, in connection with the construction, renovation, maintenance, repair and replacement of the Building;
- (t) “**Legal Requirements**” has the meaning set out in Section 6.1;
- (u) “**Net Tax**” means the non-refundable or non-rebateable portion of GST/HST incurred by the College on Direct Costs related to the development of the Leasehold Improvements after giving consideration to refunds or rebates of GST/HST available to the College as a public institution under the ETA.
- (v) “**Occupancy and Use Agreement**” means the agreement between the College and the SA pursuant to which the SA shall provide a right of occupancy and control of the Athletics and Recreation Lands and the Athletics and Recreation

Centre (as defined therein) to the College to be executed concurrently with this Agreement, as such may be amended, supplemented and/or otherwise modified from time to time;

- (w) **“Occupancy Trigger”** shall mean the date which is later of June 30, 2021 or when all of the following are achieved:
  - (i) the Architect has certified to the College and the SA that the following has been achieved:
    - (A) the Building has been substantially completed, and is ready for occupancy within the meaning of the *Ontario Building Code*, (pursuant to a City of Ottawa Occupancy Permit or equivalent, if required by law) and ready for use in accordance with the use and purposes intended by this Agreement and in accordance with all Approvals and Legal Requirements; and
    - (B) correction of all deficiencies can be achieved at a cost of not more than 1% of the actual costs of construction of the Building, and as such may be adjusted by Change Order Costs as they pertain to such actual costs, as certified by the Architect; and
  - (ii) the SA has taken possession and occupancy of the Building, as evidenced by a written certificate signed by both Parties.
- (x) **“Operating Agreement”** means the agreement between the College and the SA pursuant to which the SA shall outsource such aspects of management, operation and maintenance of the Athletics and Recreation Lands and Athletics and Recreation Centre (as defined therein) to the College as provided therein, such agreement to be executed concurrently with this Agreement, as such may be amended, supplemented and/or otherwise modified from time to time;
- (y) **“Ottawa Campus”** means the Athletics and Recreation Lands and premises comprising the College Ottawa campus located 1385 Woodroffe Avenue, Ottawa, Ontario, for which the legal description is set out in Schedule “E” attached hereto;
- (z) **“Outline Plans and Specifications”** means those plans and specifications attached as Schedule “B” to this Agreement;
- (aa) **“Party”** shall mean either the SA or the College, as the case may be, and **“Parties”** shall mean the both of them.
- (bb) **“Pedestrian Link”** means an above-ground pedestrian walkway connecting the Building with the R.C. Gillett Student Commons Building located on the Ottawa Campus on lands adjacent to the Athletics and Recreation Lands;
- (cc) **“Project”** means the construction of the Athletics and Recreation Centre on the Athletics and Recreation Lands and all ancillary matters relating thereto, including without limitation, planning and preparation therefor and windup

thereof, and related improvements thereon and on contiguous lands as described in the Final Plans and Specifications (such as, but not limited to, exterior grading and landscaping, etc.). For greater certainty, although contemplated to be attached to and form an integral part of the Building and to be constructed contemporaneously therewith, the Pedestrian Link does not constitute part of the Project and is an incremental contribution by the College separate and apart from the Project;

- (dd) **“Project Manager”** means Colliers Project Leaders Inc. or such other party selected by the Athletics and Recreation Centre Steering Committee;
- (ee) **“Student Body”** means part-time and full-time students enrolled in academic programs at Algonquin who have paid athletics and recreation ancillary fees to the SA for the applicable periods during which such students access extra-curricular athletics and recreation programming offered by the SA from time to time;
- (ff) **“Unavoidable Delay”** means a delay caused by reasons beyond the reasonable control of the Party claiming Unavoidable Delay, including without limitation, delay caused or contributed to by disruption in the supply or shortage in the supply of materials or labour due to factors outside of the College’s control, labour disputes, delays caused by failure to obtain any order in council or other authority to proceed, or caused by governmental action, delays in transportation or delays caused by carriers, acts of God, civil insurrections, riots, fire, explosions, flood, winds, earthquakes, blockage or interference by third parties, or other reasons beyond the reasonable control of the Party claiming the delay, provided however, under no circumstances does unavoidable delay have anything to do with the raising of equity money or loans to fund the construction of the Building unless due to the acts or omissions of the SA;
- (gg) Other Definitions: Any term used in the Ground Lease or Land Use Rules or the codes and statutes having jurisdiction over the Building and its construction when capitalized and used in this Agreement in reference to such Ground Lease, Land Use Rules or the codes and statutes having jurisdiction over the Building and its construction and not specifically defined in this Agreement, shall have the meanings given to them in such other documents.
- (hh) Schedules to this Agreement are:
  - Schedule A – Budget
  - Schedule B - Outline Plans and Specifications
  - Schedule C - Final Plans and Specifications
  - Schedule D – Dispute Resolution Procedure
  - Schedule E – Legal Description of Athletics and Recreation Lands
  - Schedule F – Athletics and Recreation Centre Steering Committee Agreement and Terms of Reference

## Schedule G – Warranty Periods

### 2.0 COLLEGE AS INDEPENDENT CONTRACTOR

2.1 The duties to be performed and the obligations assumed by the College as project manager under this Agreement shall be performed and assumed by it as an independent contractor and not as agent or in any other way as a representative of the SA, except to the extent that the College is expressly authorized by this Agreement or otherwise by the SA.

### 3.0 BUILDING

3.1 The SA and the College have established a budget for the Construction Services to be charged to the SA in connection with the design, development and construction of the Building, the details of which are set out in Schedule “A” attached hereto and which shall include, among other details, estimated draw payments to be made to the College by the SA for the Construction Services and payment milestones for the College (the “**Budget**”). The total Budget is set at Forty-Nine Million, Nine Hundred Thousand Dollars (\$49,900,000). The College shall use reasonable commercial efforts to commence construction of the Building by no later than October 31, 2019, subject to Unavoidable Delay, or schedule change agreed to by the Athletics and Recreation Centre Steering Committee and to complete construction by the Completion Date, subject to extension due to Unavoidable Delay in accordance with Section 6.4. The College shall be deemed to have commenced construction when it commences excavation on the Athletics and Recreation Lands.

3.2 The College and the SA have agreed to undertake reasonable commercial efforts to mitigate interest rate escalation risk through measures, such as “fast-tracking”, that will accelerate the project schedule, provided that these measures do not negatively impact the consultative design process. Accelerated schedule measures will focus first on the construction schedule and then, if interest rate escalation becomes acute, will be considered for the design schedule.

3.3 The College shall not be in default of its obligation to commence or complete the provision of the Construction Services if their provision is delayed by an event or events of Unavoidable Delay. If the College validly claims that it has been delayed by an event of Unavoidable Delay, the College will have the period of time necessary to accommodate the delay as additional time for commencing and completing the provision of the Construction Services. The College shall provide to the SA upon request a certificate from the project architect or engineer or such other party as may reasonably be expected to provide such certificate, certifying that the commencement or completion of the Construction Services has been delayed by an event of Unavoidable Delay and the expected length of the delay.

3.4 It is understood and agreed that HOK Architects (the “**Architect**”) has been selected as the architect who will design and ensure compliance of the Building with design during construction of the Building and that the SA has appointed the College, as its independent advisor, regarding project process and building issues subject to the oversight

and governance processes established by the Athletics and Recreation Centre Steering Committee.

3.5 The College and the SA agree to share the College's Direct Costs of providing the Construction Services in connection with designing, developing and constructing the Building as follows:

- (a) The College shall incur and not seek reimbursement or make any supply to the SA in respect of the first \$5,500,000, inclusive of Net Tax applicable thereto paid by the College, of Direct Costs incurred on the Project; and
- (b) The SA shall be responsible to pay the College as invoiced for the remainder of the Direct Costs incurred by the College in the College's role as project manager for the Construction Services rendered.

Following the College's incurring the first \$5,500,000 of Direct Costs, inclusive of Net Tax attributable thereto paid by the College, related to the Project pursuant to Section 3.5(a) above, the SA shall pay for the Construction Services in accordance with the Budget as set out above.

3.6 Ownership by SA. The Parties acknowledge that upon payment by the SA of the relevant invoice for Construction Services associated with a particular Leasehold Improvement, the SA shall own such Leasehold Improvement. For greater certainty, Leasehold Improvements for which payment is made by the College in accordance as provided in paragraph 3.5(a) above also shall be owned by the SA upon payment of the College therefor.

#### **4.0 PRECONSTRUCTION OBLIGATIONS**

4.1 The College shall prior to the commencement of construction:

- (a) obtain a site location plan from the Architect identifying the location of the site for the Building, all access and other easements or rights of way that pertain thereto and any encroachments thereon, all in form and substance acceptable to the SA and the College, each acting reasonably;
- (b) if necessary, apply for and obtain requisite zoning to allow the Building to be completed;
- (c) pay for all development charges, if any;
- (d) apply for all government permits, licences, approvals (including, without limitation, site plan approvals) or other authorizations required by municipal, provincial or federal authorities, conservation authorities and any other authorities having jurisdiction in connection with any work undertaken or to be undertaken by the College on the Athletics and Recreation Lands where such work is in accordance with the terms hereof and is in connection with any use of the Athletics and Recreation Lands permitted hereunder, and enter into as agent for and subject to the prior written approval of the SA any development, site plan or

other agreement necessary or desirable to give effect thereto as required in connection with the development and/or construction of the Building; and

- (e) verify that the Athletics and Recreation Lands allow for the construction of the Building thereon in accordance with the Outline Plans and Specifications.

The Parties shall:

- (f) cooperate and act diligently and reasonably in the seeking of all approvals required by and/or requested under this Agreement;
- (g) meet and consult with each other on an ongoing basis;
- (h) except as the Parties may otherwise expressly agree in writing, be responsible for the cost of its own consultants, for the ongoing carrying costs (including property taxes, if any become applicable) for the Athletics and Recreation Lands and for the costs of it performing and completing any and all of its their respective pre-construction obligations hereunder;
- (i) co-operate and participate and assist, as required and if necessary, in negotiations with federal, provincial and municipal governments and school boards with respect to: (i) eligibility for exemptions from development charges, levies, and property taxes; (ii) eligibility for housing grants, programs or subsidies; and/or (iii) special consideration for services provided by municipalities; and
- (j) as required and if necessary, participate in and/or consent to any and all applications for permits, licences, approvals (including, without limitation, site plan approvals) or other authorizations required by municipal, provincial or federal authorities, conservation authorities and any other authorities having jurisdiction in connection with any work undertaken or to be undertaken by the College on the Athletics and Recreation Lands where such work is in accordance with the terms hereof and is in connection with any use of the Athletics and Recreation Lands permitted hereunder, and enter into any development, site plan or other agreement necessary or desirable to give effect thereto.

## **5.0 PRECONSTRUCTION**

5.1 Plans and Specifications. The College will arrange for all of the material, labour, and equipment necessary for the planning, design and obtaining of all necessary approvals for and construction of the Building in accordance with this Agreement and to construct the Building in accordance with the provisions of this Agreement. The College will deliver to the SA for the SA's review and approval working drawings and proposed final plans and specifications for the Building. The working drawings and proposed final plans and specifications must include a timeline and a list of milestones and must be prepared in conformity with the Outline Plans and Specifications. The SA will review the working drawings and proposed final plans and specifications and provide to the College in writing its approval and/or any qualifications of or further requirements for its approval within 5 days of the later of receipt from the College or provisional approval in principle by

the Athletics and Recreation Centre Steering Committee of any working drawings or proposed final plans and specifications or any part thereof, including revisions thereto and to the Budget in response to the qualifications or requirements of the SA (such further requirements to be consistent with the Outline Plans and Specifications). Both the College and the SA will work with all due dispatch in addressing issues required for the SA's unqualified approval of the proposed final plans and specifications and working drawings and Budget revisions. Upon the SA's unqualified written approval, such plans and specifications and working drawings shall constitute the "**Final Plans and Specifications**". The Parties acknowledge that approval by the SA of the Final Plans and Specifications is in the SA's sole and absolute discretion. Approval of the Final Plans and Specifications must be evidenced by the signature or initials of an authorized officer of each Party hereto having authority to act on behalf of such Party. Copies of the Final Plans and Specifications shall be attached to and made a part of each Party's copy of this Agreement as Schedule "C". Upon due approval, such Schedule "C" shall be in lieu of and shall replace Schedule "B". The Parties acknowledge that Final Plans and Specifications may be approved in a phased manner, meaning that certain parts thereof may constitute Final Plans and Specifications while others remain Outline Plans and Specifications, still subject to approval as otherwise set out herein.

## 6.0 CONSTRUCTION

6.1 The Building shall be constructed in a good and workmanlike manner in accordance with the Outline Plans and Specifications in Schedule "B", except as modified by the Final Plans and Specifications as defined in this Section 6.1 below prepared in accordance with the provisions of this Section 6.1. The College agrees to complete the construction of the Building in accordance with all applicable Land Use Rules, common law, statutes, building codes, site plan approval requirements, building permit restrictions or conditions, and all rules, regulations, by laws, ordinances, orders, covenants, conditions and restrictions of any nature governing the Athletics and Recreation Lands and Building (all of the foregoing collectively called the "**Legal Requirements**").

6.2 College agrees to appoint additional competent personnel as required to work with the Architect in the preparation of the working drawings and Final Plans and Specifications and to seek and consider, from time to time and on a timely basis having regard to the SA's right to approve the Final Plans and Specifications, the SA's input in the preparation of the working drawings and Final Plans and Specifications, and the SA agrees to appoint representatives of the SA to provide input on and to review the working drawings and Final Plans and Specifications so as not to delay completion of the Building.

6.3 Subject to Section 3.1 above, the College shall:

- (a) diligently proceed with the construction of the Building and complete the construction of the Building in accordance with the Final Plans and Specifications and all Legal Requirements;
- (b) obtain and maintain all permits, certificates, licences, easements, waivers, variances, approvals and applications with respect to the Building ("**Approvals**") which are required of the College by law, if any, and which are necessary for the

SA's lawful use of the Athletics and Recreation Centre and compliance with all Legal Requirements;

- (c) deliver possession of the Building to the SA, together with an unrestricted certificate of occupancy; and
- (d) upon request from the SA, provide the SA with all Close Out Materials, within 270 days of the date of the Occupancy Trigger.

6.4 Delays. The College shall use reasonable commercial efforts to achieve the Occupancy Trigger by ninety (90) days prior to the Completion Date, subject to any extension provided by this Agreement, Unavoidable Delays or delay which is caused or contributed to by the SA, or those acting for or under the SA, including without limitation delays arising from the review of working drawings and proposed final plans and specifications, as referred to in Section 6.2.

6.5 Occupancy by the SA. If the Building has not achieved the Occupancy Trigger but is partially ready for occupancy, the SA may, but need not, occupy the portion of the Building that is ready for occupancy and may, but need not, continue to occupy further portions of the Building as they become ready for occupancy. In the event that the SA wishes to take partial occupancy of the Building, the SA shall advise the College in writing of the areas that it wishes to occupy, and if the SA uses any such space for commercial activities, the SA shall pay commercial space costs as required in accordance with the Operating Agreement for such portion of the Building. The SA shall be allowed to install or cause to be installed by the College as part of the services hereunder, subject to Legal Requirements, the SA's machinery, equipment, fixtures and other personal property in the Building during the final stages of completion of construction to the extent such equipment is not already provided for as part of the leasehold improvements in the Final Plans and Specifications provided that the such installation does not thereby interfere with the completion of construction. Such installation, whether by the SA or the College or their respective representatives, shall not be deemed to constitute occupancy of the Athletics and Recreation Centre for any reason whatsoever.

6.6 Correction of Deficiencies. Upon certification of Substantial Completion of the Building by the Architect in accordance with Section 1.1(w)(ii), the College shall also cause the Architect to issue to the College and the SA a deficiency list setting out in detail all matters which remain to be completed and all deficiencies which must be corrected in a form and content acceptable to the SA upon reasonable grounds. The College shall use commercially reasonable efforts to complete all incomplete matters and rectify all deficiencies to achieve the completion of construction to trigger the Completion Date within ninety (90) days of the date of the Occupancy Trigger provided that in the event that due to the nature of the matter to be completed or the deficiency to be rectified, a period in excess of ninety (90) days is reasonably required by the College in the opinion of the Architect due to Unavoidable Delays, then the College shall be provided with such additional time provided that it diligently and continuously acts to complete the matter or rectify the deficiency to the reasonable satisfaction of the SA.



6.7 Warranty Period. The College covenants that the Building shall incorporate only new materials and equipment except as otherwise expressly provided in the Plans and Specifications or for repurposing of existing equipment to be installed in the Building as agreed by the SA or otherwise necessary for LEED Certification contemplated for the Project and, unless otherwise reasonably excluded by the College in connection with any change ordered by the SA and authorized by the SA by a Change Order, the College shall ensure that the Builder shall guarantee and warrant the entire Building (and each part thereof) against defective design, workmanship, and materials, latent or otherwise, for each part of the Building as follows:

- (a) two (2) years, except as otherwise noted in paragraph (b) below; or
- (b) such longer periods as are specified for the specific building elements set out in Schedule “G” attached hereto,

commencing upon the date of substantial performance of the work for the Project under the Construction Agreement (as such term is defined under the *Construction Act* (Ontario) (the “**Warranty Period**”),

and that such Builder agrees, at its sole cost and expense, to repair or replace any defective item occasioned by defective design, workmanship or materials during the Warranty Period. The College shall cause the Builder to deliver to the SA upon occurrence of the Occupancy Trigger or promptly thereafter as soon as reasonably practicable originals of all continuing assignable guarantees and warranties (whether express or implied) issued or made in connection with the construction of the Building, together with a duly executed assignment of such Builder’s interest in said guarantees and warranties (and, if reasonably attainable, an acknowledgement of the assignment by the guarantor or warrantor). The assignment shall be in form and substance satisfactory to the SA acting reasonably and shall contain a representation that the guarantee or warranty being assigned has not been transferred or encumbered, except in connection with security granted to the SA’s lenders if applicable. From and after the expiration of the Warranty Period, the College agrees to cooperate with the SA in the enforcement by the SA of any express warranties or guarantees of workmanship or materials given by subcontractors, architects, draftsmen, or materialmen that guarantee or warrant against defective design, workmanship, equipment or materials for a period of time in excess of the Warranty Period.

Nothing in this Section 6.7 shall alter or reduce the College’s maintenance and repair obligations contained in other sections of this Agreement or in other agreements between the Parties; provided that if such maintenance or repair is covered by the warranties or guarantees assigned to the SA herein, and the SA fails to exercise its rights under such warranties or guarantees, the SA shall cooperate in the exercise of such warranties and guarantees by the College on the SA’s behalf on the same terms and conditions as contained herein.

6.8 Indemnity. The College shall complete construction and equipping of the Building in accordance with the terms of this Agreement, all Legal Requirements, and the Final Plans and Specifications, free of builder’s liens or other liens and shall indemnify and defend the SA against and save the SA, the Athletics and Recreation Lands and the

Building, and each portion thereof, harmless from all losses, costs, damages, expenses, liabilities and obligations, including, without limitation, reasonable legal fees resulting from the assertion, filing, foreclosure or other legal proceedings with respect to any builder's lien or other lien for labour, services, materials, supplies, machinery, fixtures or equipment furnished in connection with the Building.

6.9 Change Orders. The SA or the College, without invalidating this Agreement, may agree to changes in the Final Plans and Specifications consisting of additions, deletions or other revisions to the Building and extensions of the progress schedule. All such changes shall be authorized by change orders in the attached form ("**Change Order**") and in accordance with the process established by the Athletics and Recreation Centre Steering Committee and issued by the Project Manager or the Architect, as the case may be, and subject to the final approval of the SA, upon the issuance of such Change Orders, the College shall duly prosecute the changes in accordance with the requirements of such Change Order. For the purposes of this Agreement, "**Change Order Costs**" are:

- (a) an addition by the amount of the additional costs and charges actually incurred by the College in connection with the performance of a Change Order and as set out in a Change Order in respect of additional Direct Costs incurred by the College and any Net Taxes imposed thereon (collectively referred to herein as "**Third Party Costs**"),
- (b) a credit by the amount of any reduction or saving realized by the College in the Direct Costs of any portion of the Building occasioned by Change Orders including without limitation, fees and charges of the Project Manager and any other engineers or architects whose services are not required due to the nature of the Change Order, and the College's contractor and its subcontractors and suppliers;

it being understood and agreed however, that if the net cost of any Change Order is going to result in an increase in the Budget, then the scope of the Building will need to be reduced in another area by a further Change Order unless otherwise agreed to by the Athletics and Recreation Centre Steering Committee and the SA.

6.10 Change Order Costs shall be dealt with in accordance with the provisions of Section 6.11 below. The College will provide the SA evidence to the SA's reasonable satisfaction as to the actual construction costs in respect of the matters referred to in paragraphs 6.9(a) and (b).

6.11 Change Order Cost. Change Order status will be updated by the College at the monthly Athletics and Recreation Centre Steering Committee Meetings. Where a Change Order may materially affect the cost, schedule, quality, performance, architectural and/or sustainability features of the Building, the College shall submit to the SA a statement of the Change Order Cost and impact for such Change Order, in accordance with the change management process established by the Athletics and Recreation Centre Steering Committee, and a statement of the terms and conditions on which such Change Order is to be performed. Unless and until the SA, by signing the Change Order, shall have approved such estimate and such terms and conditions, the College shall not be obligated or

authorized to proceed with the performance of such Change Order or with any other part of the Building which would be affected thereby. Any fully executed Change Order shall be deemed part of the Final Plans and Specifications. To the extent the College's completion of any of its obligations under this Agreement is delayed by any proposed change (whether or not the proposed change is approved by the SA), including as a result of the time needed to review the proposed change and the agreed upon extra time needed to complete same, the length of such delay shall be deemed a delay caused by SA; provided that in the event that the proposed change is approved by the SA, the length of the delay shall be as set out in the Change Order.

6.12 Access by the SA. The College shall afford the SA, its agents/representatives and its contractors reasonable access to the Building during the performance of the work for the purposes of the ongoing inspection the same and making preparations for, and performing, decorating, furnishing and equipping the work, and the SA and its representatives shall conduct themselves so as to cause as little interference as possible to construction.

6.13 Authority of Architect. Unless otherwise set out herein, the decision of the Architect whenever required hereunder, and any certificate related thereto, will be final and binding on the College and the SA. The Architect shall issue all such certificates jointly to the College and the SA.

6.14 Legal Fees. Both Parties will be able to charge to the Budget any legal fees incurred for the purposes of the project including fees incurred to prepare the Ground Lease and this Agreement.

6.15 Construction Agreement. The College shall enter into a Construction Agreement (the "**Construction Agreement**"), in form and substance acceptable to the SA's lender relating to the Athletics and Recreation Centre in its sole and absolute discretion, for construction of the Building by the Builder. It shall be a condition of any amendment to the Construction Agreement that the SA's lender shall approve of any material change, in its sole and absolute discretion.

Without limiting the generality of the foregoing, the parties shall ensure that the proposed Final Plans and Specifications and the Construction Agreement shall contain provisions requiring that a commissioning agent or consultant be retained in order to create a commissioning plan and conduct commissioning activities (including, without limitation, confirming the satisfactory performance of the Building HVAC, plumbing and electrical systems) in the Athletics and Recreation Centre following the Occupancy Trigger and occupancy and use of the Building by the SA and the Student Body and to issue a final commissioning report that is satisfactory to the Athletics and Recreation Centre Steering Committee on a timely basis within not more the eighteen (18) months after the date of the Occupancy Trigger.

## **7.0 POST-CONSTRUCTION OBLIGATIONS**

7.1 The College shall maintain indefinitely after completion of construction of the Building as long as the Building or any part thereof remains on the Athletics and

Recreation Lands copies of each of the following materials and shall make same available from time to time as may be requested or required by the SA from time to time:

- (a) a site location survey from a duly qualified Ontario Land Surveyor identifying the location of the Building, all access and other easements or rights of way that pertain thereto and any encroachments thereon;
- (b) all applications for and approvals obtained for requisite zoning to allow the Building to be completed;
- (c) Final Plans and Specifications;
- (d) all government permits, licences, approvals (including, without limitation, site plan approvals) or other authorizations by municipal, provincial or federal authorities, conservation authorities and any other authorities having jurisdiction in connection with any work undertaken or to be undertaken by the College on the Athletics and Recreation Lands where such work is in accordance with the terms hereof and is in connection with any use of the Athletics and Recreation Lands permitted hereunder, and entered into as agent for the SA any development, site plan or other agreement necessary or desirable to give effect thereto as required or obtained in connection with the development and/or construction of the Building; and
- (e) Close Out Materials.

## **8.0 TAXES**

8.1 GST/HST. The College represents and warrants to the SA that the College meets the definition of a “university,” “charity,” “public sector body” and “public institution” under subsection 123(1) of the ETA. The Parties agree that they shall take the position that (a) the construction and other services provided by the College to the SA under this Agreement are exempt of GST/HST pursuant to section 2 of Part VI of Schedule V to the ETA, as none of the exclusions listed in paragraphs 2(a) to (q) of this provision apply to exclude these services from exemption; and (b) the third party design and material costs incurred by the College that form and will form part of Construction Services rendered by the College to the SA are the Direct Costs incurred on an out-of-pocket basis by the College with no form of markup or internal costs. As a result of the foregoing, the College will not charge and collect GST/HST on any consideration paid by the SA under the terms of this Agreement.

In the event the exemption of GST/HST currently available in respect of the construction and other services provided by the College to the SA under this Agreement is no longer in effect or is denied in any way at any time by a taxing authority, then the SA shall pay or cause to be paid all GST/HST charged by the College, plus applicable interest assessed by the taxing authority, when the amount is due to be remitted, and the College will collect and remit same.

With prior and periodic approval of the SA and the College throughout the process, the College will make all reasonable efforts to support the exemption of GST/HST on the

supplies made under this Agreement with the taxing authority at the Audit, Appeals and appropriate legal proceedings levels. The cost and expense of the College making representations to support the exemption of GST/HST under this Agreement, if contested, will be shared equally by the College and the SA.

## **9.0 BONDS**

9.1 Performance and Payment Bonds. The Athletics and Recreation Centre Steering Committee may at its discretion direct the College or the Builder to furnish and take steps to maintain in force throughout the design and construction of the Building and the Warranty Period a contract performance bond and a labour and material payment bond in respect of all of the Building from those persons engaged by the College to construct the Building, written by a surety licensed to transact business in the Province of Ontario, each in the amount of 50% of the value of the Building, as the same may be increased by amendments and Change Orders. The bonds shall name the SA as obligee and shall be in such form and substance as the SA shall approve in writing. The College shall obtain or cause the Builder to obtain such bonds and deliver conclusive evidence of such bonds to the SA ten (10) days after execution of this Agreement and prior to commencement of the Building. It is agreed by the College and the SA that the SA may seek performance of the College's obligations under this Agreement, and that the College will secure such performance, pursuant to said performance and payment bonds at anytime after 30 days of the College's failure to comply with the terms of this Agreement or any obligation to pay for labour and materials incorporated into the Building.

## **10.0 INSURANCE**

10.1 During the construction of the Building, the College shall ensure that the Builder selected by the College shall insure and maintain:

- (a) during construction (including demolition) or any redevelopment of the Building and substantial replacement or substantial repair of any part thereof, "builders' risk" insurance with respect to the Building and any materials and equipment related thereto protecting the SA and the College and all contractors and sub-contractors, in an amount not less than the full replacement cost of the Building with provisions for delayed opening and shall make provision for partial occupancy; and
- (b) during construction or any redevelopment of the Building and substantial replacement or substantial repair of any part thereof and for such period thereafter as shall be customary for properties of similar scope and size as the Building (having regard to other insurance in force), wrap-up liability insurance for a period of 24 months with respect to the Building protecting the SA and the College and all contractors and sub-contractors, in an amount not less than ten million dollars (\$10,000,000) per occurrence and in the aggregate, or such greater amount as the College may reasonably require.

10.2 The College shall or shall cause the Project Manager, the Builder or any relevant subcontractors, to procure and at all times carry or cause to be procured or carried and paid for full worker's compensation coverage in respect of all workers, employees and others engaged by or for the SA or the College, in or upon any work, the non-payment of which would create a lien on the Building.

## **11.0 MISCELLANEOUS**

11.1 All notices, demands and payments required or permitted to be made or given hereunder shall be in writing and may be delivered personally, sent by fax or may be forwarded by first class prepaid registered mail to the addresses set forth below. Any notice delivered or sent by telegram or telex shall be deemed to have been given and received at the time of delivery. Any notice mailed as aforesaid shall be deemed to have been given and received on the expiration of 72 hours after it is posted, addressed as follows:

To the College:

The Algonquin College of Applied Arts and Technology  
1385 Woodroffe Avenue  
Ottawa, Ontario  
K2G 1V8

Attention: Duane McNair, Vice President, Finance and Administration  
Email: [mcnaird@algonquincollege.com](mailto:mcnaird@algonquincollege.com)  
Fax No.: 613-727-7674

(with a copy to the VP Students)

To the SA:

1385 Woodroffe Avenue  
Room E114  
Ottawa, Ontario  
K2G 1V8  
Canada

Attention: Jack Doyle, General Manager  
Email: [doylej@algonquincollege.com](mailto:doylej@algonquincollege.com)  
Fax No.: 613-727-7712

In the event of a mail strike, slowdown or other labour dispute which might affect the delivery of the notice by mail, the notice shall only be effective if actually received.

11.2 No Party to this Agreement shall assign this Agreement or its interest therein or any part thereof except with the prior written consent of the other Party and any purported assignment by any Party without such consent is void.

11.3 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

11.4 The Parties hereto shall execute such further assurances, documents and instruments and do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

11.5 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their successors and permitted assigns.

11.6 The Parties hereto agree that any and all disputes arising between the Parties with respect to the terms of this Agreement shall be resolved in accordance with Schedule “D” – Dispute Resolution Procedure attached hereto.

11.7 In the event there is any conflict between the terms of this Agreement and the Ground Lease, the terms of this Agreement shall govern.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date hereinbefore first set out.

**THE STUDENTS' ASSOCIATION OF  
THE ALGONQUIN COLLEGE OF  
APPLIED ARTS AND TECHNOLOGY  
CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the corporation.

**THE ALGONQUIN COLLEGE OF  
APPLIED ARTS AND TECHNOLOGY**

By: \_\_\_\_\_  
Name:  
Title:



**SCHEDULE "A"**  
**BUDGET**

TO AN AGREEMENT MADE BETWEEN THE COLLEGE  
AND THE SA  
DATED FOR REFERENCE  
SEPTEMBER 1, 2019

See attached.

**Algonquin College Students' Association  
Athletics Recreation Centre (ARC) Project**

Budget

Updated: 14-Aug-2019

Budget Item Number	Budget Item Description	Proposed Budget (\$)
<b>1</b>	<b>Consultant &amp; Design Fees</b>	<b>\$ 4,535,000</b>
1.01	Professional Project Management	\$ 1,200,000
1.02	Prime Design Consultant (PDC)	\$ 2,700,000
1.03	Campus Design Consortium (CDC)	\$ 100,000
1.04	Additional Design Services	\$ 100,000
1.05	Building System Design Services	\$ 200,000
1.06	Testing & Inspection	\$ 125,000
1.07	Initial Investigations	\$ 50,000
1.08	Additional Commissioning	\$ 60,000
<b>2</b>	<b>Construction</b>	<b>\$ 37,596,500</b>
2.01	Base Building	\$ 32,500,000
2.02	Construction Management Fees	\$ 425,000
2.03	Construction Contingency	\$ 1,746,500
2.04	General Expenses	\$ 2,925,000
<b>3</b>	<b>Building Services</b>	<b>\$ 1,390,000</b>
3.01	Information Technology	\$ 500,000
3.02	Audio-Visual	\$ 425,000
3.03	Security	\$ 290,000
3.04	Cellular	\$ 75,000
3.05	Base Building Signage	\$ 25,000
3.06	Wayfinding Signage	\$ 25,000
3.07	Exterior Signage	\$ -
3.08	Technology Contingency	\$ 50,000
<b>4</b>	<b>Furniture, Fixtures &amp; Equipment</b>	<b>\$ 2,600,000</b>
4.01	Base Building Furniture	\$ 150,000
4.02	Athletic Equipment	\$ 1,400,000
4.03	Lounge / Dining	\$ 250,000
4.04	Kitchen Equipment	\$ 200,000
4.05	Event / Equipment Support	\$ 200,000
4.06	Stands / Dividing Wall	\$ 400,000
<b>5</b>	<b>Permits, Insurance &amp; Other Costs</b>	<b>\$ 425,000</b>
5.01	Permits	\$ 275,000
5.02	Bonding and Insurances	\$ 50,000
5.03	Financing Charges	\$ -
5.04	Communications	\$ 50,000
5.05	Operationalization	\$ 50,000
<b>6</b>	<b>Owner Contingencies &amp; Allowances</b>	<b>\$ 1,708,021</b>
6.01	Owner Contingency	\$ 1,122,750
6.02	Directors Contingency	\$ 490,000
6.03	Post-Construction Allowance	\$ 95,271
<b>7</b>	<b>Taxation (Net HST at 3.41%)</b>	<b>\$ 1,645,479</b>
7.01	Net HST	\$ 1,645,479
<b>ARC Project (Incl Net Taxes)</b>		<b>\$ 49,900,000</b>

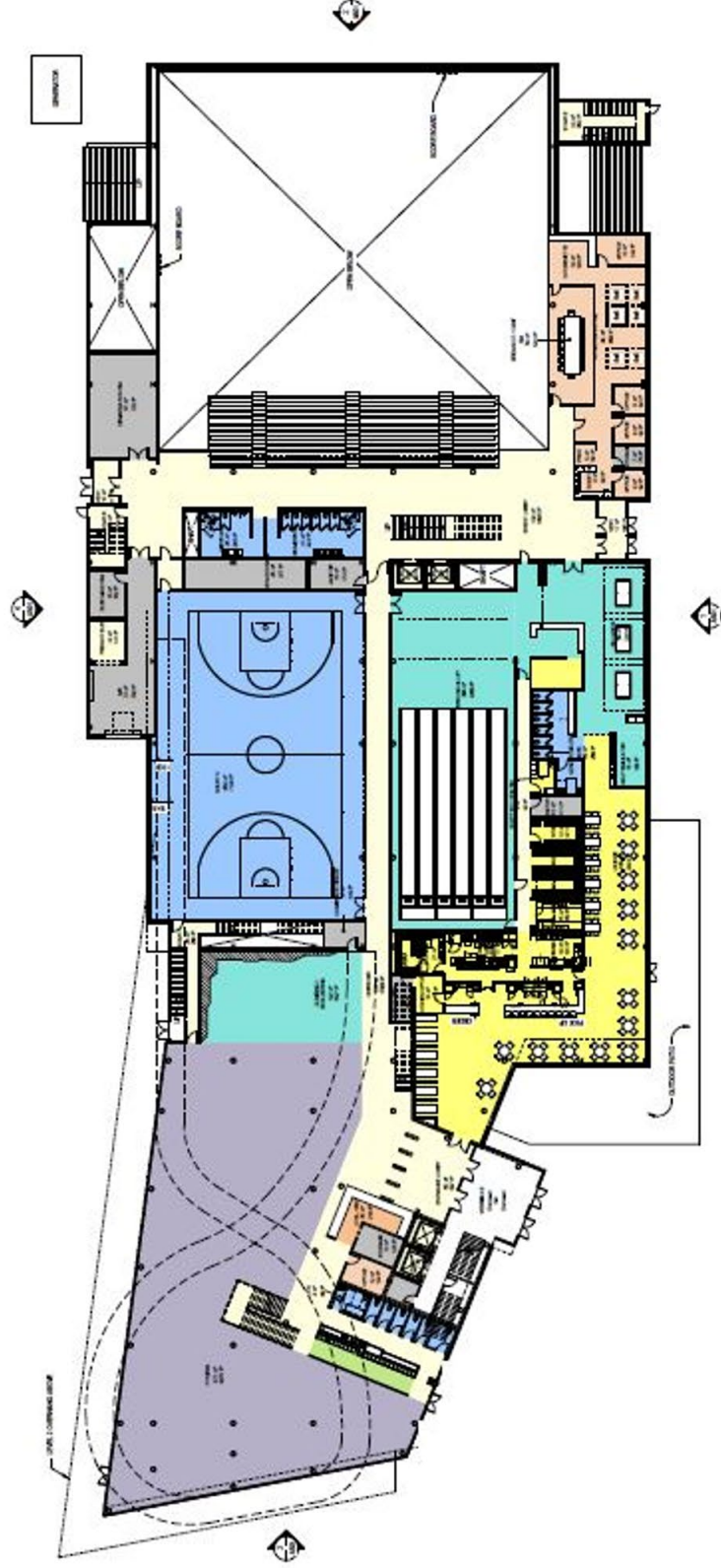
**SCHEDULE "B"**

**OUTLINE PLANS AND SPECIFICATIONS**

TO AN AGREEMENT MADE BETWEEN THE COLLEGE  
AND THE SA  
DATED FOR REFERENCE  
SEPTEMBER 1, 2019

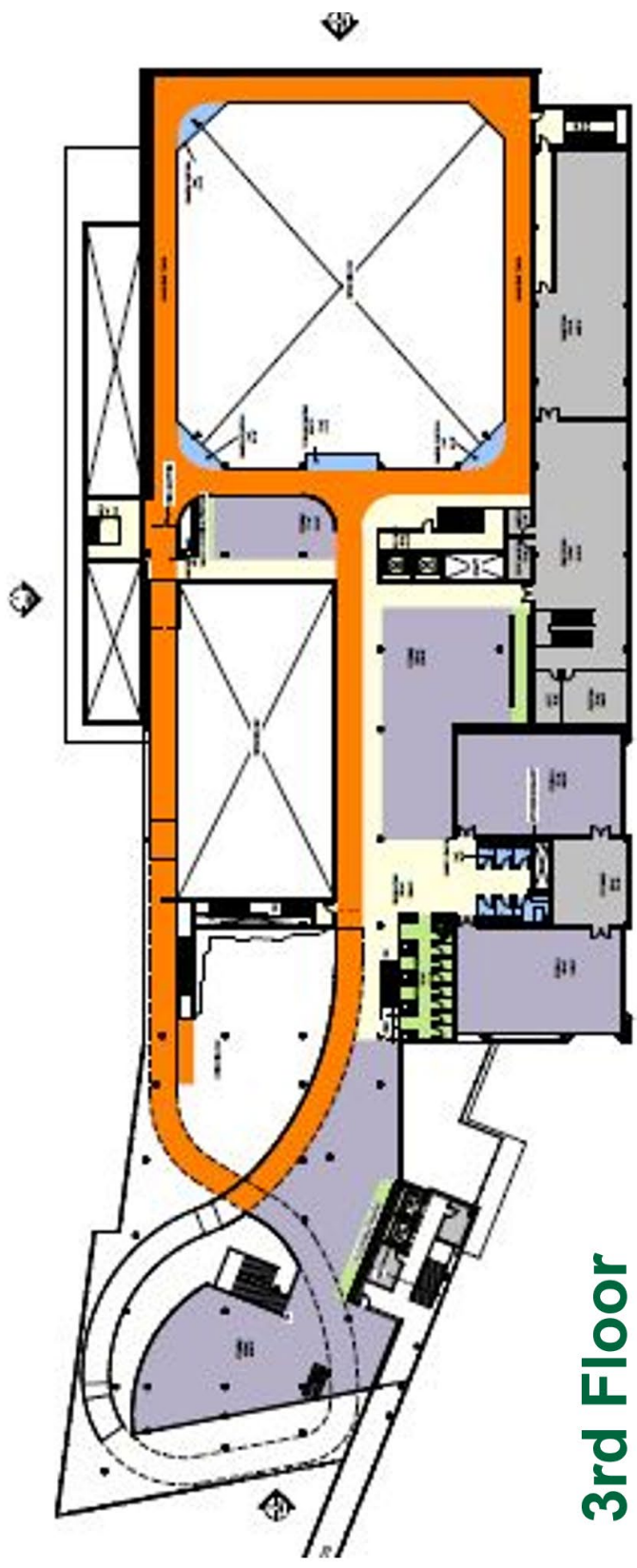
See attached.

# First Floor

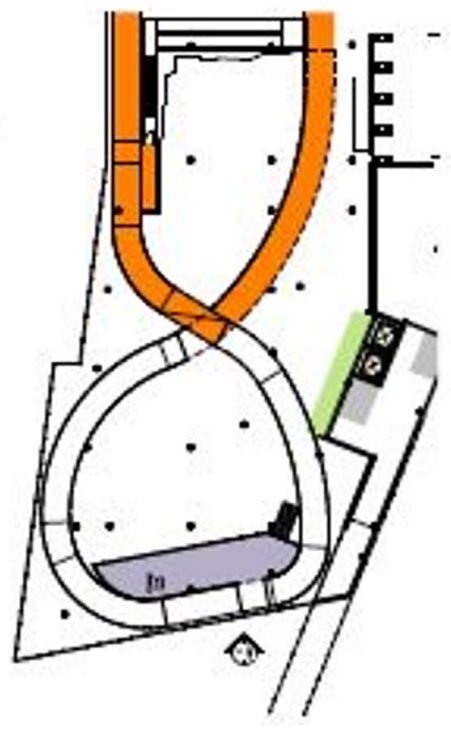


Graphics provide approximation only of Program areas

## 2nd Floor



## 3rd Floor



Graphics provide approximation  
only of Program areas



**SCHEDULE "C"**

**FINAL PLANS AND SPECIFICATIONS**

TO AN AGREEMENT MADE BETWEEN THE COLLEGE  
AND THE SA  
DATED FOR REFERENCE  
SEPTEMBER 1, 2019

To be inserted once completed.

## SCHEDULE “D”

### DISPUTE RESOLUTION PROCEDURE

TO AN AGREEMENT MADE BETWEEN THE COLLEGE  
AND THE SA  
DATED FOR REFERENCE  
SEPTEMBER 1, 2019

College and the SA agree that any dispute arising between them with respect to the terms of this Agreement, the services hereunder or anything related thereto shall be resolved in accordance with this Schedule “F”.

1. The SA and the College agree that at all times each of them shall make *bona fide* and good faith efforts to resolve by amicable negotiations any and all disputes arising between them on a without prejudice basis, and have all disputes resolved at the lowest level of management before engaging the dispute resolution process described below.
2. The SA and the College shall give verbal notice to the other Party of any dispute immediately upon becoming aware of a circumstance or situation giving rise to a dispute to the applicable person named in the notice provisions of the Agreement if such dispute has not been resolved or at the lowest level of management of each of the Parties initiating and having the authority to resolve such dispute.
3. If the SA and the College are unable to resolve a dispute following verbal notice pursuant to paragraph 1 above within five (5) days of such verbal notice or such shorter period as may be appropriate in the case of urgency, either Party may deliver to the other, a written notice of dispute (the “**Notice of Dispute**”), which Notice of Dispute shall initiate the dispute resolution process described in paragraphs 4 to 9 below, as applicable. The Notice of Dispute must expressly state that it is a notice of dispute, set out the particulars of the matter in dispute, describe the extent and value of the remedy or resolution sought by the Party issuing the Notice of Dispute, describe the relevant provisions of the Contract Documents, and shall be signed by the Party giving the Notice of Dispute.
4. On receipt of a Notice of Dispute, the SA and the College shall each promptly and diligently make all reasonable *bona fide* efforts to resolve the dispute. Each Party shall provide to the other, on a without prejudice basis, frank, candid, and immediate disclosure of relevant facts, information and documents (except documentation that is subject to legal privilege) as may be required or reasonably requested by the other to facilitate the resolution of the dispute.
5. All discussions and negotiations, and all documents exchanged, between them related to the dispute shall be on a without prejudice basis to facilitate the resolution of the dispute.
6. If the dispute is not resolved within five (5) days after the Notice of Dispute and referral to the senior representatives of the Parties (the “**Initial Resolution Window**”), or such longer period of time as the Parties both expressly agree, then on consent of the SA and

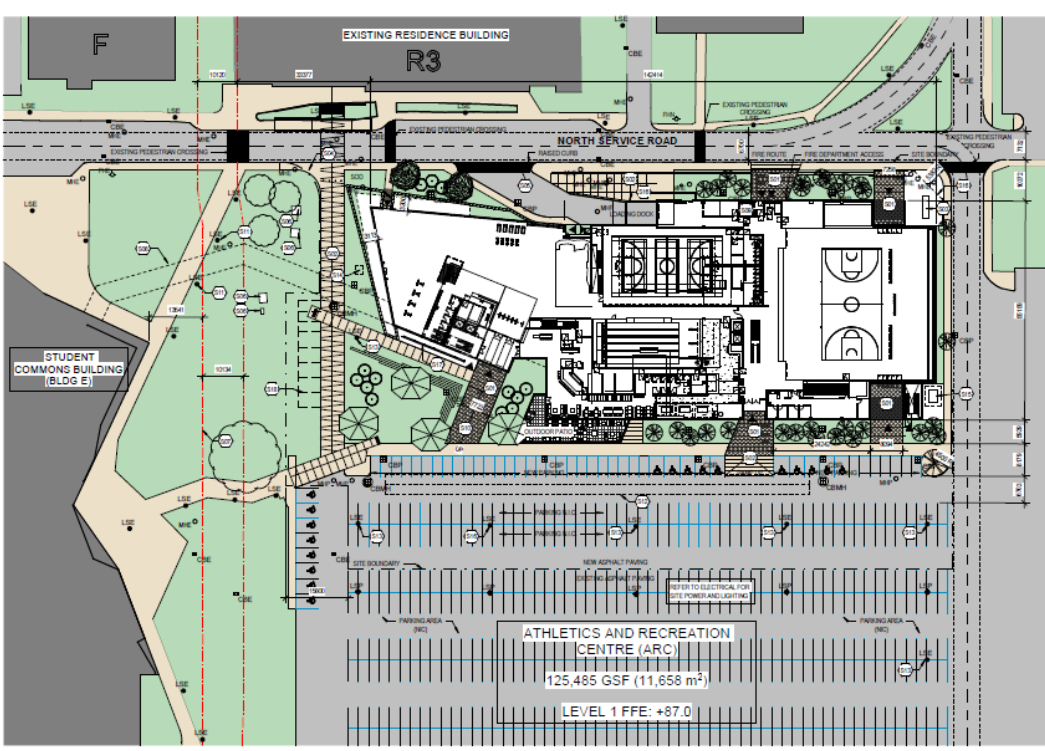


the College, the Parties agree that the dispute will be promptly referred to mediation. Each Party agrees to promptly and not later than two (2) business days after the lapse of the Initial Resolution Window to provide the names of not less than three (3) mediators acceptable to each of the Parties. The first of such names that is common on the lists exchanged by the Parties shall be deemed to be acceptable to both Parties and shall be promptly appointed by the Parties as mediator; in the event such mediator is unwilling to act or unavailable within the timeframes required by the Parties, the Parties will promptly continue to exchange lists of names as above and to engage with the first matching mediator that is willing and able to act as mediator within the timeframes required by the Parties. The Parties agree to share fees and expenses of the mediator equally.

7. If the Parties are unable to resolve the dispute through mediation above, , then within five (5) days thereafter, or such longer period as the Parties both expressly agree, the dispute shall be resolved through binding arbitration pursuant to the *Arbitration Act, 1991* (Ontario), subject to the provisions of this Schedule “F”.
8. The arbitration referred to in paragraph 7 above shall be commenced by the delivery of a notice of arbitration (the “**Notice of Arbitration**”) by the Party seeking to have the dispute resolved (the “**Initiating Party**”) which shall include, at a minimum: (a) a description of the relief sought; (b) a detailed description of the dispute including all facts that the Initiating Party relies upon; and (c) copies of all documents that the Initiating Party relies upon in support of the relief sought.
9. The Party receiving the Notice of Arbitration (the “**Responding Party**”) shall deliver a response to the Notice of Arbitration (the “**Response**”) within ten (10) days of receipt of the Notice of Arbitration, which Response shall include, at a minimum: (a) a response to the relief sought and any relief sought by the Responding Party; (b) a detailed description of the dispute including all facts that the Responding Party relies upon; and (c) copies of all documents that the Initiating Party relies upon in support of the relief sought.
10. The arbitration hearing shall be conducted by one arbitrator mutually agreed upon by the Parties. If the Parties are unable to agree on the arbitrator within five (5) business days of the delivery of the Response, either Party may refer the matter to the Ontario courts for determination and appointment of the arbitrator.
11. The arbitration hearing shall be conducted in Ottawa, Ontario, or such other place as both the SA and the College agree.
12. The Parties agree that the remainder of the arbitration procedures shall be determined by the arbitrator(s) and that the arbitrator(s) may extend any timelines set out in this Dispute Resolution Procedure.

# SCHEDULE "E"

## DESCRIPTION OF ATHLETICS AND RECREATION LANDS



1 SITE PLAN  
1:500  
0 5 10 15 M

### SITE PLAN GENERAL NOTES

**LEGAL DESCRIPTION**  
PART OF LOTS 34 & 35  
CONCESSION 1 (RURAL FRONT)  
P.N. 0802383  
GEODESIC TOWNSHIP OF NEPEAN  
CITY OF OTTAWA

**OWNER**  
ALGONQUIN COLLEGE  
1360 WOODCROFT AVE  
OTTAWA, ON K2N 1K6

**LAND USE CLASSIFICATION**  
EDUCATIONAL INSTITUTIONAL, POST SECONDARY

**ZONING INFORMATION**  
PARTY 1-BLACK INSTITUTIONAL ZONES SECTIONS 171-172  
MINIMUM LOT WIDTH 40 M (131 FT)  
MINIMUM LOT AREA 10,000 M<sup>2</sup> (247,000 SF)  
MINIMUM FRONT YARD SETBACK (M) 7.5  
MINIMUM REAR YARD SETBACK (M) 7.5  
MINIMUM SIDE YARD SETBACK (M) 7.5  
MINIMUM CORNER SIDE YARD SETBACK (M) 7.5  
MINIMUM HEIGHT (M) 12.0 (39 FT) (SEE 1023261)  
MINIMUM WIDTH OF LANDSCAPED AREA ALONG ALL LOT LINES (M) 3

**PROPOSED BUILDING AREA - PROPOSED BUILDING**  
PROPOSED SITE BOUNDARY AREA 16,273 M<sup>2</sup> (3,610 SF)  
BUILDING FOOTPRINT 7,098 M<sup>2</sup> (1,517 SF)

**LOWER LEVELS** 3RD FLOOR (30,313 SF)  
**LEVELS** 1 4RD FLOOR (26,282 SF)  
**LEVELS** 2 3RD FLOOR (26,282 SF)  
**MEDIAN** 700 M<sup>2</sup> (7,515 SF)  
**TOTAL** 11,186 M<sup>2</sup> (2,406,438 SF)

**BUILDING HEIGHT - PROPOSED BUILDING**  
12.00 M  
2 STOREYS - BASEMENT

**GRADE CONTROL**  
SOILS WILL REMAIN FROM PROPOSED DEVELOPMENT SITE AND STORED AS PER COLLEGE OPERATIONS

**REFERENCE**  
THIS DRAWING BASED ON A SURVEY PREPARED BY STANTEC GEOMATICS LTD., DATED JUNE 20, 2016

### SITE PLAN LEGEND

	BUILDING TO REMAIN NOT INCLUDED IN THIS SCOPE OF WORK		EXISTING MAN HOLE
	SITE BOUNDARY		PROPOSED MANHOLE
	BUILDING ACCESS		EXISTING CATCH BASIN
	EXISTING FIRE HYDRANT		EXISTING LIGHT STANDARD
	EXISTING LIGHT STANDARD		PROPOSED CATCH BASIN
	PROPOSED FIRE HYDRANT		PROPOSED CATCH BASIN MANHOLE
	PROPOSED FIRE DEPARTMENT CONNECTION		PROPOSED GAS METER
			PROPOSED TREE - REFERS TO LANDSCAPE

### SITE PLAN KEYNOTES

Key Note	Revised Text
EN1	ATCH REGION INDICATED HEATED (I.P. CONCRETE GENERAL)
EN2	C.I.P. CONCRETE
EN3	GENERATOR (NATURAL GAS ON C.I.P. CONCRETE - REFER TO ELEC)
EN4	MARK AN EXISTING CURB
EN5	NEW PEDESTRIAN ACCESS MARKINGS
EN6	EXISTING TRANSFORMER TO REMAIN
EN7	EXISTING LIGHT FIXTURES
EN8	FUTURE PEDESTRIAN LINK
EN9	PRINCIPAL ENTRANCE
EN10	REMOVE FIRE PROTECTION FRAME @ 120
EN11	RE-RE EXISTING LIGHT STANDARDS - SEE ELEC
EN12	REMOVE FIRE PROTECTION FRAME @ 120 - REFER TO CON
EN13	REMOVE EXISTING LIGHT STANDARDS AND BURIED ELECTRICAL AS PER ELEC DRAW. RE-FIRE PROTECTION FRAME @ 120 - REFER TO CON
EN14	REMOVE EXISTING PAY STATION AND BURIED ELECTRICAL AS PER ELEC DRAW.
EN15	PROPOSED GAS REGULATOR STATION
EN16	DASHED LINE REPRESENTS PROPOSED ARCHITECTURAL VISUAL SCREEN (DOWN THICK PERFORATED ALUM PANEL @ 1.8m ABOVE GRADE)
EN17	PROPOSED TREE PROTECTION QUANTITY TO BE CONFIRMED
EN18	EXISTING PARKING TO BE REMOVED - REFER TO CON

APPROVED  REFUSED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

DERRICK MOODIE, MANAGER  
DEVELOPMENT REVIEW WEST  
PLANNING, INFRASTRUCTURE AND ECONOMIC  
DEVELOPMENT DEPARTMENT, CITY OF OTTAWA

**ALGONQUIN COLLEGE**  
Algonquin Students' ASSOCIATION

Project  
**ATHLETICS AND RECREATION CENTRE (ARC)**  
Prepared For  
**ALGONQUIN STUDENTS' ASSOCIATION**

**CSW Landscape Architects**  
319 McRae Avenue, Suite 502  
Ottawa, ON, K1Z 0S8

**WSP SUSTAINABILITY**  
2811 Queenzway Drive, Suite 300  
Ottawa, ON, K1Z 8K2

**Professional Seal**

NOT FOR CONSTRUCTION

Drawn by: RS  
Checked by: AB / AM

SITE PLAN

Original Drawing No.: 02-16-001-0000 of this drawing  
Sheet Number

## SPA-A01

**SCHEDULE "F"**

**ATHLETICS AND RECREATION CENTRE STEERING COMMITTEE AGREEMENT  
AND TERMS OF REFERENCE**

See attached.

**ATHLETICS & RECREATION COMPLEX PROJECT  
STEERING COMMITTEE TERMS OF REFERENCE  
(Revised 29-May-2019)**

The Steering Committee of the Athletics and Recreation Centre (ARC) Project, the Project, a standing committee of the Algonquin College Executive Team (ACET), was established to lead the delivery of the Project.

**Responsibilities**

1. Ensure the project is delivered in alignment with overall goals and objectives of the College and the AC Students' Association.
2. Review and approve Project Vision and Principles, functional program, schematic design: site plan and exterior zoning, interior zone layouts and building massing, final design: interior layouts, aesthetics, furniture, millwork & finishes
3. Define and monitor compliance against the initial project parameters of scope, budget, schedule and project performance criteria.
4. Make decisions regarding changes to project parameters as required from time to time to facilitate efficient and effective delivery of the project.
5. Receive updates on project status and review any proposed options and associated implications and give direction to ensure successful delivery of the project mandate.
6. Implement guidance and directives provided by the Algonquin College Students' Association and the ACET.
7. Act as the primary communications liaison with all relevant stakeholders, with emphasis on engagement with students. Routine updates will be provided to the ACET and the College Board of Directors by the committee chair. At the request of the General Manager of the Students' Association, high level updates and approvals will be provided to / requested of the Students' Association Board of Directors.
8. Review and advise on any other issues related to the Project.
9. Determine its own composition to best meet the needs of the Project.
10. Consider and approve the processes and procedures to be used to manage the Project.

**Membership**

Jack Doyle, General Manager, Students Association  
Martha Peak, Athletics Administrator, Students Association  
Ken MacLeod, Manager, Theatre Operations & Hospitality Services, Students Association  
Stafford Rollocks, Controller, Students Association  
Duane McNair, Vice President Finance and Administration  
Laura Stanbra, Vice President Student Services  
John Tattersall, Committee Chair, Executive Director of Facilities Management  
Ryan Southwood, Associate Director of Planning & Sustainability

**Resources** – attendance by request

Deijanelle Simon – President, Students' Association

Annie Thomlinson – Marketing and Communication, Students Association

**Term of Appointment**

The Steering Committee shall be appointed for the period of the project subject to review, renewal and removal by the ACET from time to time.

**Chair**

The Chair of the Steering Committee shall be the Director of Facilities Management or designate.

**Meetings**

Meetings shall be **closed**, with participation by non-committee members at the call of the chair.

**Frequency of Meeting**

The Steering shall meet monthly, or less often if deemed sufficient to meet its mandate.

## SCHEDULE "G"

### WARRANTY PERIODS

The warranty periods set out below apply to each of the building elements set out below for the Athletics and Recreation Centre. In each case, the period commences upon substantial performance having been achieved under the Construction Agreement.

Specification Section	IELCIE Requirement	Comments
<b>General</b>	Entire Building 2-Year Warranty, except where extended warranties are noted.	
<b>Entire Building Enclosure Warranty</b>	10-Year Warranty	Wording from ACCE building RFP wording re: exterior walls)
<b>03 – CONCRETE</b>		
03 35 00 Concrete Floor Finishing	Add 5-Year Warranty	
03 48 00 Architectural Precast Fabrications	2-Year Warranty	
03 53 00 Concrete Topping	2-Year Warranty	
<b>04 – MASONRY</b>		
04 05 00 Masonry Procedures	Add 10-Yer Warranty	
04 21 00 Brick Masonry Units	2-Year Warranty	
04 22 00 Concrete Masonry Units	2-Year Warranty	
<b>05 – METALS</b>		
05 12 23 Structural Steel	2-Year Warranty	
05 41 13 Wind Load Bearing Metal Studs	2-Year Warranty	
05 50 00 Metal Fabrication	2-Year Warranty	
05 50 10 Architectural Metal Fabrications		See attached from ACCE and more recent EJC Project, Horizon Jeunesse.
<b>06 – WOOD, PLASTICS, COMPOSITES</b>		
06 10 53 Rough Carpentry	2-Year Warranty	

<b>Specification Section</b>	<b>IELCIE Requirement</b>	<b>Comments</b>
06 40 00 Architectural Wood Work	2-Year Warranty	
<b>07 – THERMAL AND MOISTURE PROTECTION (EXTERIOR WALLS)</b>		
07 16 16 Crystalline Waterproofing	2-Year Warranty	
07 46 16 Aluminum Panel Cladding System	Add 10-Year Warranty Finishes 35-Year Warranty	Please refer to entire building enclosure warranty.
07 46 19 Metal Cladding Systems	Add 10-Year Warranty Finishes 35-Year Warranty	Please refer to entire building enclosure warranty. Attach spec from ACCE
07 52 16 Modified Bituminous Membrane Roofing	Add 20-Year Warranty	Please refer to specific warranty requirements from ACCE (attached)
07 54 19 Polyvinyl-Chloride (PVC) Roofing	Add 20-Year Warranty	All roofing systems 20-year warranty.
07 62 00 Metal Flashing	Add 20-Year Warranty	
07 72 33 Roof Hatches	Add 5-Year Warranty	
07 81 00 Sprayed Fire Resistive Materials	Add 5-Year Warranty	
07 81 23 Intumescent Fireproofing	2-Year Warranty	
07 84 00 Firestopping and Smoke Seals	2-Year Warranty	
07 92 00 Joint Sealants	Add 3/20-Year Warranty	See attached ACCE Spec Section.
07 95 13 Expansion Joint Cover Assemblies	Add 2-Year Warranty	Spec Section not provided with Tender. Can we get extended warranty for roof expansion joint?
<b>OPENINGS</b>		
08 11 13 Steel Doors and Frames	Add 5-Year Warranty	
08 14 00 Flush Wood Doors	2-Year Warranty	
08 12 16 Interior Aluminum Screen System	Add 5-Year Warranty	

<b>Specification Section</b>	<b>IELCIE Requirement</b>	<b>Comments</b>
08 17 13 Integrated Metal Door Assemblies	Add 5-Year Warranty	
08 33 13 Rolling Fire Shutters	Add 5-Year Warranty	
08 43 29 Sliding/Folding Aluminum Framed Storefront System	1.8 Extended Warranty 1.8.1 Warrant work for a period of 2 years except as follows: 1.8.1.1 The warranty period for rollers and for seal failure of insulated glass is 10 years 1.8.2 This section shall assume responsibility for warranties of glass and glazing included in the work of this section, in accordance with Section 08 80 00.	
08 44 00 Aluminum Framed Glazing Systems	Extended 10-Year Warranty Structural Silicon 20-Year Warranty	Based on ACCE Spec attached.
08 71 00 Finish Hardware	Door Closers 10-Year Warranty Balance of hardware 2-Year Warranty	
08 71 13 Automatic Door Operators	2-Year Warranty	
08 80 00 Glass and Glazing	All exterior glazing 10 years. Dynamic insulating glass: 10 years	See attached ACCE. Dynamic Insulation glass: Algonquin would prefer longer than 10 years (15 year)
08 88 00 Glass Guards and Railings	2-Year Warranty	
<b>FINISHES</b>		
09 22 00 Metal Supports for Gypsum and Cement Board	2-Year Warranty	
09 29 00 Gypsum Plaster and Cement Board	2-Year Warranty	
09 31 00 Tiling	Add 5-Year Warranty	All flooring minimum 5-Year Warranty.
09 51 23 Acoustical Tile Ceiling Systems	2-Year Warranty	
09 63 40 Interior Stone System	Add 5-Year Warranty	All flooring minimum 5-Year Warranty.
09 65 13 Resilient Base	2-Year Warranty	



<b>Specification Section</b>	<b>IELCIE Requirement</b>	<b>Comments</b>
09 65 19 Vinyl Composite Tile Flooring	Add 5-Year Warranty	All flooring minimum 5-Year Warranty.
09 65 21 Rubber Tile Flooring	Add 5-Year Warranty	All flooring minimum 5-Year Warranty.
09 68 13 Carpet Tile	Add 5-Year Warranty	All flooring minimum 5-Year Warranty.
09 69 13 Access Flooring	Add 5-Year Warranty	
09 54 40 Specialty Acoustic Components	2-Year Warranty	
09 91 00 Painting	2-Year Warranty	
<b>10 – SPECIALTIES</b>		
10 11 00 Visual Display Surfaces	Add 5-Year Warranty	
10 14 00 Signage	2-Year Warranty	
10 21 13 Solid Colour Reinforced Composite Toilet Partition	Add 10-Year Warranty	Ceiling hung composite partitions <u>not</u> metal. See attached Spec Section from ACCE.
10 22 26 Operable Partition System	Add 5-Year Warranty	
10 22 27 Operable Glass Partitions	Add 5-Year Warranty	
10 26 13 Corner Guards	2-Year Warranty	
10 28 00 Washroom and Janitor Accessories	2-Year Warranty	
<b>11 – EQUIPMENT</b>		
11 24 00 Fall Arrest Anchors	Add 5-Year Warranty	
<b>12 - FURNISHINGS</b>		
12 24 13 Roller Window Shades	2-Year Warranty	
12 48 16 Entrance Floor Grilles	2-Year Warranty	
<b>14 – CONVEYING EQUIP</b>		
14 21 33 Passenger Elevator	36-Month Warranty including service. Separate Price for additional 24- months service.	

**THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY**

**-and-**

**THE STUDENTS' ASSOCIATION OF THE ALGONQUIN COLLEGE OF APPLIED  
ARTS AND TECHNOLOGY CORPORATION**

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**LEASE**

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**September 1, 2019**

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**LEASE**

**THIS INDENTURE OF LEASE** made as of the 1<sup>st</sup> day of September, 2019.

**BETWEEN:**

**THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY**

(herein called the “**Lessor**” or “**Algonquin**”)

- and -

**THE STUDENTS’ ASSOCIATION OF THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY CORPORATION**

(herein called the “**Lessee**”)

**WHEREAS:**

- A. The capitalized terms used herein have the meaning ascribed thereto in Section 1.1 unless the context otherwise requires
- B. The Lessor is the owner of the Athletics and Recreation Lands and has agreed to lease the Athletic Recreation Lands to the Lessee for the Term.

**NOW THEREFORE** in consideration of the mutual covenants and agreements hereinafter contained and the sum of Two Dollars (\$2.00) now paid by each party hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Lessor and the Lessee hereby covenant and agree as follows:

**ARTICLE 1**  
**INTERPRETATION**

**1.1**            **Definitions**

In this Lease, unless there is something in the subject matter or context inconsistent therewith:

“**Additional Rent**” means any amount payable by the Lessee under or pursuant to this Lease in addition to Basic Rent;

“**Affiliate**” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified;

**“Applicable Law”** means all mandatory laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licences, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers of governments, Canadian, provincial and municipal, ordinary or extraordinary which now or at any time hereafter may be applicable to and enforceable against the relevant work in question or any part thereof;

**“Athletics and Recreation Centre”** means the athletics recreation centre constituting approximately one hundred and twenty-five thousand (125,000) square feet to be constructed by the Lessee on the Athletics Recreations Lands for the purposes of providing extra-curricular athletics and non-athletic recreational programs and related amenities (including, without limitation, varsity and intramural athletic programs) primarily for the Student Body and secondarily for similar services to others from time to time in the SA’s sole discretion subject to capacity of the facility to accommodate such secondary uses;

**“Athletics and Recreation Lands”** means that portion of Algonquin’s Ottawa Campus lands constituting approximately 125,000 square feet constituting the footprint of the Athletics and Recreation Centre building and described in the Site Plan in Schedule 1 attached hereto, together with such servicing and access easements as may be required for the Project;

**“Authority”** means any court or tribunal or governmental, regulatory or administrative body, board, agency, department or authority of any country, province, municipality or other political subdivision thereof having or purporting to have jurisdiction in the relevant circumstances;

**“Basic Rent”** has the meaning ascribed thereto in Section 3.1;

**“Business Day”** means any day which is not a Saturday, Sunday or a day observed as a statutory or civic holiday under the laws of the Province of Ontario or the federal laws of Canada applicable therein;

**“Claims”** means all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a substantial indemnity basis, interest, demands and actions of any nature or any kind whatsoever;

**“Collateral Agreements”** means any and all additional agreements and leases entered into or to be entered into by the Lessor and/or the Lessee or their respective permitted transferees or assigns pursuant to this Lease including, without limitation, any amendments and/or supplements to any such agreements which have been approved by the Lessor;

**“Commencement Date”** means September 1, 2019;

**“Contaminant”** means any radioactive or asbestos materials, urea formaldehyde, hydrocarbons, pollutants, deleterious, poisonous, noxious, dangerous, hazardous, corrosive or toxic substances or goods, special waste or waste of any kind, or any other substance the

storage, manufacture, disposal, treatment, generation, use, transport, remediation or Release into the environment of which is now or hereafter prohibited, controlled or regulated under Environmental Laws, and “**substance**” includes any sound, vibration, heat, radiation or other form of energy;

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise, “**Controlling**” and “**Controlled**” have corresponding meanings;

“**CPI**” means the Consumer Price Index (All items) for the Province of Ontario published by Statistics Canada (or by a successor or other governmental agency) or, if the Consumer Price Index is no longer published, such other index published in substitution therefor by Statistics Canada (or by any successor or other government agency) or, if no such substitute index is published, any other similar index agreed upon by the Lessor and the Lessee, acting reasonably;

“**Direct Claim**” has the meaning ascribed thereto in Section 9.3;

“**Environmental Event**” has the meaning ascribed thereto in Section 12.6(a);

“**Environmental Laws**” means applicable laws, statutes, ordinance, by-laws and regulations, and orders, directives and decisions rendered by, and policies, instructions, guidelines and similar guidance of, any Authority and the common law relating to the protection of the environment, occupational health and safety or the generation, manufacture, processing, distribution, use, treatment, storage, disposal, discharge, packaging, transport, handling, contaminant, clean-up or other remediation or corrective action of or relating to any Contaminant, in each case, as in effect from time to time throughout the Term;

“**Event of Default**” has the meaning ascribed thereto in Section 11.1;

“**Event of Insolvency**” means with respect to a Person if such Person shall:

- (a) be wound up, dissolved, or liquidated, or become subject to the provisions of the *Winding-up Act* (Canada), as amended or re-enacted from time to time, or have its existence terminated or have any resolution passed therefor, unless, in any such case it forms part of a *bona fide* corporate reorganization not forming part of any relief being sought under any present or future law relative to bankruptcy, insolvency or other relief for debtors; or
- (b) make a general assignment for the benefit of its creditors or a proposal under the *Bankruptcy and Insolvency Act* (Canada) as amended or re-enacted from time to time, or shall be declared bankrupt or insolvent by a court of competent jurisdiction; or
- (c) propose a compromise or arrangement under the *Companies’ Creditors Arrangement Act* (Canada) or any similar legislation, from time to time, or shall

file any petition or answer seeking any re-organization, arrangement, composition, re-adjustment, liquidation, dissolution or similar relief for itself under any present or future law relative to bankruptcy, insolvency or other relief for debtors; or

- (d) if a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against any such Person seeking any reorganization, arrangement, composition, re-adjustment, liquidation, dissolution, winding up, termination of existence, declaration of bankruptcy or insolvency or similar relief under any present or future law relating to bankruptcy, insolvency or other relief for or against debtors, and such Person shall acquiesce in the entry of such order, judgment or decree or such order, judgment or decree shall remain unvacated and unstayed for an aggregate of 45 Business Days (whether consecutive or not) from the day of entry thereof; or if any trustee in bankruptcy, receiver or receiver and manager, liquidator or any other officer with similar powers shall be appointed for any such Person, or of all or any substantial part of its property with the consent or acquiescence of such Person, or such appointment shall remain unvacated and unstayed for an aggregate of 45 Business Days (whether or not consecutive);

**“Force Majeure”** means any happening, condition or thing beyond the reasonable control of a Person which could not reasonably have been anticipated and avoided by such person which delays or prevents such person from performing any of its obligations hereunder, financial inability excepted;

**“HST”** means the goods and services and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada)(the **“ETA”**), as amended or re-enacted from time to time, provided that if any similar tax is introduced by the Province of Ontario or any other governmental authority having jurisdiction, all references to **“HST”** shall also apply, *mutatis mutandis*, with respect to such tax;

**“Impositions”** means all:

- (a) taxes, assessments or levies (including, without limitation, all park levies and all assessments for public or local improvements or benefits);
- (b) rates, charges, excises, levies, imposts, licence fees, permit fees, inspection fees and other authorization fees and other charges in respect of water, sewer, electric or other utilities; and
- (c) other rates and charges, excises, levies, licence fees, permit fees, inspection fees and other authorization fees and other charges;

in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen, of whatever nature and kind, which are from time to time levied, assessed, charged or imposed by any Taxing Authority or any government, municipal or other like body having jurisdiction upon or against the Athletics and Recreation Lands or any part thereof, the use or occupation thereof, or upon the owner or occupant in respect thereof or upon the rents or other revenues thereof and which is or may become a lien on any part of the Athletics



and Recreation Lands or give rise to any rights or remedies of the Taxing Authority against the Athletics and Recreation Lands or any interest therein, but excluding any amounts in respect of the income, revenues or place of business of, or otherwise personal to, the Lessor, strictly in any capacity including without limitation, as a land owner, now existing or hereafter enacted such as but not limited to, franchise, excise, estate, inheritance, succession, capital levy, income or revenue tax, excess profit tax, or any other tax, assessment, charge or levy upon the Rent in the hands of the Lessor to the extent that any such amounts are not levied in lieu or substitution of any of the foregoing;

“**Indemnified Party**” has the meaning ascribed thereto in Section 9.3;

“**Indemnifying Party**” has the meaning ascribed thereto in Section 9.3;

“**Insurance Requirements**” means all terms and requirements of any insurance policy covering or applicable to the Athletics Recreational Lands or any part thereof required to be maintained pursuant to this Lease;

“**Lease**” means this indenture of lease made as of the date hereof, as amended, supplemented and/or otherwise modified from time to time in writing by the parties hereto;

“**Lease Year**” means, with the exception of the first and last Lease Years during the Term, a period during the Term comprising 12 consecutive calendar months commencing on the 1<sup>st</sup> day of April in each year and ending on the 31<sup>st</sup> day of March in each year; the first Lease Year shall commence on the Commencement Date and shall end on the 31<sup>st</sup> day of March of the following; the last Lease Year shall, subject to prior termination in accordance herewith, commence on the last April 1<sup>st</sup> occurring during the Term and shall end on the last day of the Term;

“**Lessee**” means the Students’ Association of the Algonquin College of Applied Arts and Technology Corporation and its permitted successors and permitted assigns;

“**Lessor**” means The Algonquin College of Applied Arts and Technology and its permitted successors and permitted assigns, in its capacity as owner of the Athletics and Recreation Lands and as lessor hereunder;

“**Notice**” means any notice or other communication which may or is required to be given pursuant to this Lease, which Notice shall be given in accordance with the provisions of Section 13.3;

“**Ottawa Campus**” means the Athletics and Recreation Lands and premises comprising the College Ottawa campus located 1385 Woodroffe Avenue, Ottawa, Ontario, for which the legal description is set out in Schedule 4 attached hereto;

“**Permitted Encumbrances**” means and includes:

- (d) those encumbrances set out in Schedule 2 attached hereto;
- (e) this Lease, the Collateral Agreements and the Site Plan; and

(f) any and all such other encumbrances which are otherwise permitted hereunder or which the parties may approve from time to time.

“**Person**” or “**person**” means any individual, partnership, corporation, joint venture, association, joint stock company, trust, unincorporated organization, university, government or an agency or potential subdivision thereof, and “corporation” shall include “company” and *vice versa*;

“**Prime Rate**” means the floating annual rate of interest established from time to time by the Toronto-Dominion Bank as the reference rate it will use to determine rates of interest in Canada on Canadian dollar loans to commercial customers in Canada and designated as its prime rate;

“**Release**” includes to release, spill, leak, spray, inoculate, abandon, deposit, seep, throw, place, exhaust, pump, pour, emit, empty, discharge, inject, escape, leach, migrate, dispose of or dump;

“**Rent**” means Basic Rent and Additional Rent;

“**Site Plan**” means the site plan as defined in the Collateral Agreements;

“**Student Body**” means part-time and full-time students enrolled in academic programs at Algonquin who have paid athletics and recreation ancillary fees to the SA for the applicable periods during which such students access extra-curricular athletics and recreation programming offered by the SA from time to time;

“**Substantial Completion**” shall mean the date upon which when the following is achieved and the Consultant (as such term is defined in the Collateral Agreements) has certified to the Lessor and the Lessee that the following has been achieved:

(a) the Athletics and Recreation Centre is ready for occupancy by the Lessee (pursuant to an unrestricted certificate of occupancy, if required by law) and ready for use in accordance with the use and purposes intended by the Collateral Agreements and in accordance with all Approvals and Legal Requirements (as such terms are defined in the Collateral Agreements); and

(b) correction of all deficiencies can be achieved at a cost of not more than 1% of the actual costs of design, development and construction of the Athletics and Recreation Centre, and as such may be adjusted by Change Order Costs (as such term is defined in the Collateral Agreements) as they pertain to such actual costs, as certified by the Consultant (as such term is defined in the Collateral Agreements).

“**Taxing Authority**” means any duly constituted public authority whether federal, provincial, municipal, school or otherwise, legally empowered to impose, or which has by agreement the right to receive payments in lieu of Impositions;

“**Term**” means the period commencing on the Commencement Date and ending on that date which is fifty (50) years less one (1) day following the Commencement Date;

“**Third Party Claim**” has the meaning ascribed thereto in Section 9.3; and

“**Transfer**” means:

- (g) an assignment, sale, conveyance, disposition, sublease, pledge, hypothecation, mortgage, charge, security interest or other encumbrance of this Lease or the Athletics and Recreation Lands or any part thereof, or any other arrangement under which the interest of the Lessee in and to this Lease or the Athletics and Recreation Lands becomes security for any indebtedness or other obligation;
- (h) any transaction or occurrence whereby the rights of the Lessee under this Lease or to the Athletics and Recreation Lands, or to any part thereof, are transferred or otherwise disposed of;
- (i) any transaction or occurrence by which any right of use or occupancy of all or any part of the Athletics and Recreation Lands is conferred on any person other than the Lessee or the Lessor or a person on behalf of Lessor (provided that, for greater certainty, any right of use by the Student Body shall not be considered to be such a transaction or occurrence);
- (j) any transaction or occurrence (including, without limitation, expropriation and transfer by operation of law) which changes or may change the identity of the person, other than Lessee or Lessor, having lawful use or occupancy of all or any part of the Athletic Recreation Lands;
- (k) a parting with or sharing of possession of all or part of the Athletic Recreation Lands other than with or on behalf of Lessor; and
- (l) a transfer or issue by sale, assignment, request, inheritance, transmission on death, mortgage, charge, security interest, consolidation, subscription, operation of law or other disposition, or by liquidation, merger or amalgamation, of all of the shares in the capital of in the Lessee, or any agreement or arrangement, or any other act, as a result of which the Lessee becomes controlled, directly or indirectly, other than by the Student Body,

but in each and all of the foregoing cases excludes, for greater certainty, any and all Permitted Encumbrances;

## **1.2 References**

Except as otherwise specifically indicated, all references to Article and Section numbers refer to Articles and Sections of this Lease and all references to Schedules refer to the Schedules attached hereto. The words “herein”, “hereof”, “hereunder”, “hereinafter” and words of similar import refer to this Lease as a whole and not to any particular Article or Section hereof.

### **1.3 Accounting Terms**

The accounting terms used herein referring to generally accepted accounting principles shall, unless otherwise defined, have the meaning accorded thereto from time to time by Canadian generally accepted accounting principles.

### **1.4 Number and Gender**

Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

### **1.5 Business Days**

If any payment is required to be made or other action is required to be taken pursuant to this Lease on a day which is not a Business Day, then such payment or action shall be made or taken on the next Business Day.

### **1.6 Calculation of Interest**

In calculating interest payable under this Lease for any period of time, the first day of such period shall be included and the last day of such period shall be excluded. Interest shall accrue from day to day on the basis of a 365 day year, for the actual number of days elapsed it should be compounded semi-annually. Where the calendar year of calculation contains 366 days, each rate of interest herein shall be expressed as a yearly rate for purposes of the *Interest Act* (Canada) as such rate multiplied by 366 and divided by 365.

### **1.7 Statute References**

Any reference in this Lease to any Applicable Law, Environmental Laws or other statute or any section thereof shall, unless otherwise expressly stated, be deemed to be references to such Applicable Law, Environmental Laws, statute or section as amended, restated and/or re-enacted from time to time.

### **1.8 Interpretation**

The interpretation of this Agreement shall not permit a revenue, expense, liability, recovery, receipt, payment, reserve or reimbursement to be duplicated.

### **1.9 Currency**

All references to money herein are references to lawful money of Canada.

### **1.10 Index and Headings**

The table of contents hereto and, the headings of any Article, Section or part thereof are inserted for purposes of convenience only and do not form part hereof.

**1.11 Applicable Law**

This Lease shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**1.12 Schedules**

The following Schedules are attached hereto and are incorporated in and are deemed to be an integral part of this Lease:

Schedule 1:	Athletic Recreation Lands and Site Plan
Schedule 2:	Permitted Encumbrances
Schedule 3:	Dispute Resolution
Schedule 4:	Legal Description of Ottawa Campus

**ARTICLE 2  
LEASE**

**2.1 Demise and Possession**

The Lessor hereby demises and leases the Athletics and Recreation Lands to the Lessee for and during the Term, subject as herein provided, for the maintenance of the Athletics and Recreation Lands in accordance with the terms hereof. The Lessor represents and warrants and covenants to and for the benefit of Lessee that:

- (a) the Lessor has the right to grant the leasehold interest in the Athletics and Recreation Lands free and clear of any encumbrances except Permitted Encumbrances, all as provided herein; and
- (b) to the best of the College's knowledge and belief upon due inquiry, the proposed use of the Athletics Recreations Lands by the SA for the purposes of development, construction and operation of the Athletics and Recreation Centre as set out in the Collateral Agreements is in compliance with all encumbrances and Permitted Encumbrances currently affecting the Athletics and Recreation Lands.

**2.2 End of Term**

At the end of the Term, whether by forfeiture, termination, effluxion of time or otherwise, the Lessee shall surrender the Athletics and Recreation Lands to the Lessor in the condition in which it is required to be kept by the Lessee under the provisions of this Lease and the Collateral Agreements, except as herein otherwise expressly provided. At the end of the Term the parties will prorate, adjust, apportion and allow between themselves all items of Rent to the intent and purpose that the Lessee shall bear the burden thereof until it shall deliver up possession of the Athletics and Recreation Lands to the Lessor.

**ARTICLE 3**  
**RENT**

**3.1           Basic Rent**

The Lessee shall pay to the Lessor during the Term and commencing on the Commencement Date, as basic rent (the "**Basic Rent**") as follows: (a) after the date on which this Lease is executed and delivered by both Parties until the date of Substantial Completion, the sum of one dollar (\$1.00), and (b) from and after the date of Substantial Completion, the sum of five thousand dollars (\$5,000.00) per annum, payable in advance in annual installments on the first day of each Lease Year during the Term.

**3.2           Net Lease**

It is the intention of the parties that the Rent payable hereunder shall be absolutely net to the Lessor and that, except as otherwise herein provided, there shall be no abatement or deferral of Rent and under no circumstances will Rent be refunded, and the Lessee shall at its expense and to the complete exoneration of the Lessor pay or cause to be paid all costs, outlays and expenses of every nature and kind whatsoever relating to or affecting the Athletics and Recreation Lands and in connection with any business carried on therein or thereon except as the parties may otherwise expressly agree in writing.

**3.3           HST**

HST is applicable on the Rent to the Lessee at the rate imposed by the taxing authorities at the time. The rate of HST at the time the Lease was entered into was 13%. To the extent applicable, the Lessee agrees to remit to the Lessor with each payment of Rent pursuant to this Lease the necessary amount of HST exigible on such Rent, if any.

**ARTICLE 4**  
**IMPOSITIONS**

**4.1           Payment by Lessee**

Notwithstanding anything to the contrary in this Lease, the Lessor hereby represents and warrants to and for the benefit of the SA which is relying upon such representation and warranty that the Athletics and Recreation Lands are, as of the date of execution of this Lease, exempt from all Impositions and the parties agree to cooperate and use their best commercial efforts to maintain such exemption throughout the course of the Term.

In the event the exemption from Impositions currently available in respect of the Athletics and Recreation Lands is no longer in effect or is denied in any way at any time during the Term, the Lessee shall pay or cause to be paid all Impositions; provided, however, that the College shall be responsible and shall make payment of any such Impositions to the extent they relate to the Athletics and Recreation Lands in the form existing immediately prior to the date of this Lease and not taking into account any use or development by the SA of such Athletics and Recreation Lands for the Athletics and Recreation Centre after the date hereof . For greater

certainty, in the event that the exemption from Impositions currently available in respect of the Athletics and Recreation Lands is no longer in effect or is denied, the SA shall pay such portion of the Impositions as they relate to the Athletics and Recreation Centre.

Impositions and every instalment thereof shall be paid promptly when due and before any penalty or interest is incurred in respect thereof (except that the Lessee may pay any Impositions by instalments, when permitted to do so by Applicable Law, notwithstanding that interest charges as prescribed by Applicable Law may then become applicable). The Party responsible for any such Impositions shall also pay any penalty and/or interest imposed in connection with any payment or non-payment of any Impositions for which such Party is responsible hereunder. At the request of either Party, the other Party shall from time to time deliver to the requesting Party copies of all receipted invoices for all such Impositions.

After prior Notice to the Lessor, the Lessee may defer any payment of Impositions when and so long as the Lessee, at its sole cost and expense, is contesting, by appropriate legal proceedings conducted in good faith and with due diligence and continuity, the amount, validity or application, in whole or in part, of any Impositions or lien therefor, but only when and so long as:

- (a) there shall be no imminent threat of collection of any monies on account of such Impositions from the Lessor, the Athletics and Recreation Lands or any Rent payable hereunder;
- (b) the Athletics and Recreation Lands would not be in any danger of being sold, forfeited or lost; and
- (c) neither the Lessor nor the Lessee would be in any imminent danger of any civil action or in any danger of criminal liability by reason of such proceedings and the Athletics and Recreation Lands would not be imminently subject to the enforcement of any lien as a result of any failure to pay any such Imposition.

The Lessee shall, promptly after the final determination of such proceedings, fully pay and discharge the amounts payable in connection therewith and perform all acts ordered as a result of such determination. The Lessee shall indemnify and save harmless the Lessor from all liability for fines, penalties, forfeitures and like charges imposed upon the Lessor by reason of any such contests or by reason of non-payment by the Lessee of the Impositions being contested during the period thereof. The Lessor shall at sole cost and expense cooperate in any proceedings referred to in this Section 4.1; provided that in no event shall the Lessor be subjected to any liability for the payment of any of the Lessee's costs or expenses in connection with any such proceedings.

#### **4.2 Lessor May Pay**

Subject to Section 4.1, if and so often as the Party responsible for Impositions shall neglect or omit to pay such Impositions by their respective due date if not subject to valid contestation as provided in Section 4.1, the other Party may, but shall not be obliged to, pay the same. If the other Party so pays any such Impositions, it may, subject to Section 4.3, thereupon charge the same to the non-paying Party, together with interest on the amount thereof at a rate of

2% per annum in excess of the Prime Rate at the time such Impositions were so paid by the Lessor. The Lessee will pay the same to the Lessor forthwith upon demand given by Notice from the Lessor stating the amount of the Impositions so paid by it and the date of payment thereof (and including all invoices, receipts and other reasonable evidence of such Impositions and the payment thereof by the Lessor), and the Lessee agrees that any and all of such amounts so paid by the Lessor shall be recoverable by the Lessor as Additional Rent.

**4.3 Forward Notices**

The Lessor shall, as soon as possible and in any event within 5 Business Days following receipt of any notice of assessment, invoice, bill, notice of payment and/or any other communication regarding Impositions relating to the Athletics and Recreation Lands, or sooner where an appeal period or the time for payment in respect thereof would expire within such 5 Business Day period, forward a copy thereof to the Lessee. If the Lessor fails to comply with the foregoing, it, and not the Lessee, shall be responsible to pay any penalty and/or interest imposed in connection with any payment or non-payment of any Impositions in respect of which notice was not so forwarded (unless the Lessee had otherwise received such notice in writing prior to the deadline and amount applicable to the Imposition(s) in question); provided that the failure by the Lessor to comply with its obligations in this Section 4.3 shall not prohibit it from making any payment of unpaid Impositions contemplated in Section 4.2 (but it shall not then be permitted to charge the Lessee any penalty and/or interest in respect of any such amount of Impositions so paid).

**ARTICLE 5  
USE**

**5.1 Permitted Use**

The Lessee shall only be permitted to use the Athletics Recreations Lands for purposes of constructing, developing and operating the Athletics and Recreation Centre; provided that such uses shall be subject to the applicable prohibitions, exceptions and restrictions contained in this Lease and shall be in compliance with Applicable Law.

**ARTICLE 6  
MAINTENANCE AND OPERATIONS**

**6.1 Maintenance and Repair**

Except to the extent provided to the contrary herein or as otherwise agreed in writing between the Parties, this Lease shall be completely net and carefree to the Lessor and the Lessor shall not be obligated to furnish any services or facilities or to make repairs or alterations in or to or replacements of all or any part of the Athletic Recreation Lands.

**ARTICLE 7  
DAMAGE OR DESTRUCTION**



**7.1 No Termination, Surrender, Abatement, Set-Off or Reduction**

Notwithstanding anything to the contrary, the partial destruction or damage or complete destruction by fire or other casualty of the Athletics and Recreation Centre shall not terminate this Lease or entitle the Lessee to surrender possession of the Athletics and Recreation Lands or to demand any abatement, set-off or reduction of Rent under this Lease, any law or statute now or in the future to the contrary notwithstanding.

**ARTICLE 8  
INDEMNITIES**

**8.1 By Lessee**

The Lessee shall indemnify and save harmless the Lessor from any and all Claims whatsoever arising during the Term out of any breach, violation or non-performance of any covenant, condition or agreement set forth in this Lease to be fulfilled, kept, observed or performed by the Lessee pursuant to this Lease, except to the extent that such Claims are due to the breach, violation or non-performance of any covenant, condition or agreement set forth in this Lease to be fulfilled, kept, observed or performed by the Lessor pursuant to this Lease and/or the negligence or wrongful acts or omissions of the Lessor or Persons for whom it is in law responsible.

**8.2 By Lessor**

The Lessor shall indemnify and save harmless the Lessee from any and all Claims whatsoever arising during the Term out of any breach, violation or non-performance of any covenant, condition or agreement set forth in this Lease to be fulfilled, kept, observed or performed by the Lessor pursuant to this Lease, except to the extent that such Claims are due to the breach, violation or non-performance of any covenant, condition or agreement set forth in this Lease to be fulfilled, kept, observed or performed by the Lessee pursuant to this Lease and/or the negligence or wrongful acts or omissions of the Lessee or Persons for whom it is in law responsible.

**8.3 Notice of Claim**

In the event that a party (the “**Indemnified Party**”) shall become aware of any Claims in respect of which another party (the “**Indemnifying Party**”) has agreed to indemnify the Indemnified Party pursuant to this Lease, the Indemnified Party shall promptly give Notice thereof to the Indemnifying Party. Such Notice shall specify whether the Claim arises as a result of a claim by a person against the Indemnified Party (a “**Third Party Claim**”) or whether the Claim does not so arise (a “**Direct Claim**”), and shall also specify with reasonable particularity (to the extent that the information is available):

- (a) the factual basis for the Claim; and
- (b) the amount of the Claim, if known.

If, through the fault of the Indemnified Party, the Indemnifying Party does not receive Notice of any Claim in time to effectively contest the determination of any liability

susceptible of being contested, the Indemnifying Party shall be entitled to set off against the amount claimed by the Indemnified Party the amount of any losses, costs, charges, damages, liens and/or expenses incurred by the Indemnifying Party resulting from the Indemnified Party's failure to give such Notice on a timely basis.

#### **8.4 Direct Claims**

With respect to any Direct Claim, following receipt of Notice from the Indemnified Party of the Claim, the Indemnifying Party shall have sixty (60) days to make such investigation of the Claim as is considered necessary or desirable. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim, together with all such other information as the Indemnifying Party may reasonably request. If both parties agree at or prior to the expiration of such sixty (60) day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim, failing which the matter shall be referred to binding arbitration in such manner as the parties may agree or shall be determined by a court of competent jurisdiction.

#### **8.5 Third Party Claims**

With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its expense, to participate in or assume control of the negotiation, settlement or defence of the Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party's out-of-pocket expenses as a result of such participation or assumption. If the Indemnifying Party elects not to assume such control with respect to a Third Party Claim, the Parties agree that the Indemnifying Party shall reimburse the Indemnified Party for all of the Indemnified Party's out-of-pocket expense and all direct damages of the Indemnified Party (including, without limitation, as applicable, all reasonable legal fees and any settlement effected in accordance with this Agreement). If the Indemnifying Party elects to assume such control, the Indemnified Party shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim and to retain counsel to act on its behalf, provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party unless the Indemnifying Party consents to the retention of such counsel or unless the named parties to any action or proceeding include both the Indemnifying Party and the Indemnified Party and the representation of both the Indemnifying Party and the Indemnified Party by the same counsel would be inappropriate due to the actual or potential differing interests between them (such as the availability of different defences). If the Indemnifying Party, having elected to assume such control, thereafter fails to defend the Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control, and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

#### **8.6 Settlement of Third Party Claims**

If the Indemnifying Party fails to assume control of the defence of any Third Party Claim, the Indemnified Party shall have the exclusive right to contest, settle or pay the amount claimed. Whether or not the Indemnifying Party assumes control of the negotiation, settlement or

defence of any Third Party Claim, the Indemnifying Party shall not settle any Third Party Claim without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed; provided, however, that the maximum liability of the Indemnifying Party hereunder shall be limited to the proposed settlement amount if any such consent is not obtained for any reason.

#### **8.7 Co-operation**

The Indemnified Party and the Indemnifying Party shall co-operate fully with each other with respect to Third Party Claims, and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available).

#### **8.8 Duration**

The obligations to indemnify contained in this Article 8 shall survive any termination of this Lease, anything in this Lease to the contrary notwithstanding. Nothing in this Article 8.8 shall create or extend any right for the benefit of any third party.

#### **8.9 Limitation of Liability**

Notwithstanding anything to the contrary in this Agreement, the Lessee acknowledges and agrees that:

- (a) the remedies, recourse or rights of the Lessee shall be limited to the Lessor and to the right, title and interest owned by the Lessor in and to all of the Lessor's personal property;
- (b) the Lessee unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of this Lease, and agrees that it shall have no remedies, recourse or rights in respect of this Lease against the Crown in right of Ontario, any Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown owns a majority of the shares or appoints a majority of the directors or members, other than the Lessor and its assets;
- (c) the Lessor's maximum aggregate liability for any and all claims and damages arising out of or related to this Lease, whether arising in contract, tort, strict liability, statute or otherwise, shall not exceed the value of the Athletics and Recreation Lands and any improvements thereon (including, but not limited to, the Athletics and Recreation Centre);
- (d) the limits of liability are exclusive as to all remedies and the liability cap shall not be increased under any circumstances; and
- (e) the Lessee expressly acknowledges and agrees to the above limitations and will arrange for such additional insurance coverage as it may deem necessary.

## **ARTICLE 9** **TRANSFERS**

### **9.1            Restriction on Transfers**

Subject to Section 9.2 in respect of Permitted Transfers and subject to the ability of the Lessor to grant a Lessor Mortgage pursuant to Section 9.4, neither the Lessee nor the Lessor shall undertake or permit a Transfer.

### **9.2            Permitted Transfers**

Notwithstanding the immediately foregoing, the Lessee and the Lessor shall each be permitted to undertake or engage in a Transfer (without requiring the consent of the other party) in the event such Transfer is initiated or required by Applicable Law (a “**Permitted Transfer**”). The following provisions shall govern the rights and restrictions in respect of a Permitted Transfer by either party:

- (a) in no event shall any Permitted Transfer constitute a release or otherwise relieve the Lessee or the Lessor, as the case may be, from any of its obligations under this Lease with respect to the period prior to the date such Permitted Transfer is completed;
- (b) the transferee agrees concurrent with the Permitted Transfer to a Transfer of the Lessee’s or the Lessor’s, as the case may be, rights and obligations under this Lease and, so long as any Collateral Agreement remains in effect, as a counterparty to the Collateral Agreement; and
- (c) the following shall have been delivered to the other party: (A) copies of all applicable Transfer documentation; and (B) an agreement, in form and substance satisfactory to Lessor or the Lessee, as the case may be, acting reasonably, wherein such transferee shall assume the Lessee’s or the Lessor’s, as the case may be, obligations as under the Lease and, so long as any Collateral Agreement remains in effect, the obligations under any Collateral Agreement; and (ii) subject to subparagraph (a) above, any and all approvals, notices and/or further agreements required pursuant to this Lease and Collateral Agreement shall have been obtained, given and/or executed, as the case may be, in respect of the assignment, upon the completion of all of which the Lessee or the Lessor, as the case may be shall be forever released and discharged from any and all obligations pursuant to this Agreement from and after the date such Transfer is completed.

### **9.3            Permitted Encumbrances**

It is acknowledged and agreed by the Lessor and the Lessee neither the restrictions on Transfers contained in this Article 10 nor anything else contained in this Lease shall in any way or for any reason whatsoever prevent, restrict or otherwise adversely affect the ability of the Lessee to enter into and/or cause the Lessor to enter into, or register (or cause to be registered) against the

Athletics and Recreation Lands, any Permitted Encumbrances not already referenced and/or contemplated in this Article 10.

#### **9.4            Subordination and Attornment**

This Lease and the rights of the Lessee hereunder shall be subject and subordinate to all Lessor Mortgages (as defined below) and to all renewals, modifications, consolidations, replacements and extensions thereof, subject to a non-disturbance agreement provided to the Lessee, as set out below. Whenever requested by the Lessor or a Lessor Mortgagee (as defined below), the Lessee shall, within ten (10) Business Days after such request, enter into an agreement with the Lessor Mortgagee in form and substance acceptable to Lessee, acting reasonably, whereby the Lessee postpones or subordinates this Lease to the interest of such Lessor Mortgagee and agrees that whenever requested by such Lessor Mortgagee it shall attorn to and become the Lessee of such Lessor Mortgagee, or any purchaser of the Athletics and Recreation Lands upon realization, in the event of the exercise by the Lessor Mortgagee of any of its mortgage remedies, for the then unexpired residue of the Term upon all the terms and conditions of this Lease, provided that the Lessee's occupancy of the Athletics and Recreation Lands shall not be disturbed except pursuant to this Lease, provided that in no event shall the Lessor Mortgagee or any such purchaser have any liability in respect of any obligations or covenants of the Lessor relating to the period prior to the time the Lessor Mortgagee or such purchaser becomes an owner or mortgagee in possession, and provided further that the Lessee's postponement or subordination of this Lease to the interest of such Lessor Mortgagee shall be conditional upon the Lessor Mortgagee entering into a non-disturbance agreement with the Lessee in a form and content reasonably satisfactory to the Lessee. For purposes of this Section, "**Lessor Mortgage**" means any mortgage, charge or other security interest granted by the Lessor of or affecting this Lease or the Athletics and Recreation Lands and including any deed of trust and mortgage securing bonds, debentures or notes by any such mortgage, charge or other security, all as amended or supplemented from time to time. "**Lessor Mortgagee**" means any mortgagee, charge, lender under or secured by a Lessor Mortgage and includes any trustee for bondholders under a deed of trust and mortgage securing bonds, debentures or notes.

### **ARTICLE 10** **DEFAULT AND REMEDIES**

#### **10.1            Events of Default; Termination**

In any of the following events (each, an "**Event of Default**"):

- (a) if Rent or any part thereof shall not be paid on any day when such payment is due, the Lessor may, at any time thereafter, give Notice of such failure to the Lessee, and if such failure is not remedied by the Lessee within 5 Business Days after the giving of such Notice;
- (b) if the Lessee shall fail or neglect in any material way to perform, observe or comply with any of the material terms, covenants or conditions contained in this Lease (other than the covenants to pay Rent) on the part of the Lessee to be performed,

observed or complied with, the Lessor may, at any time thereafter, give Notice of such failure or neglect to the Lessee and the Lessee:

- (i) if the matter complained of in such Notice is capable of being remedied by the payment of money, has not corrected the matter complained of within a period of 5 Business Days after the giving of such Notice; or
- (ii) if the matter complained of in such Notice is not capable of being remedied by the payment of money, has not corrected the matter complained of within a period of 20 Business Days after the giving of such Notice, or if a period of more than such 20 Business Days is reasonably required to remedy, with reasonable diligence, the matters complained of in such Notice, has not forthwith commenced to remedy the same and diligently prosecute the remedying of the same to completion;
- (c) subject to Section 11.6, if the Lessee commits an Event of Default pursuant to the terms under any of the Collateral Agreements; or
- (d) if an Event of Insolvency shall have occurred with respect to the Lessee;

then the Lessor, at its option, may terminate this Lease by Notice to the Lessee, in which event such termination shall be effective immediately upon the delivery of such Notice, and may then enter upon the Athletics Residence Lands with or without process of law and take possession thereof.

## **10.2 Right to Cure Defaults**

Without limiting any other remedies the Lessor may have arising out of this Lease or at law in respect of any default in the performance of the Lessee's obligations under this Lease, the Lessor shall have the right, in the case of any default that has not been cured within the applicable time periods and in the manner provided herein, and without any re-entry or termination of this Lease, to, upon prior Notice being given to the Lessee, enter upon the Athletics and Recreation Lands and cure or attempt to cure such default (but this shall not obligate the Lessor to cure or attempt to cure any such default or, after having commenced to cure or attempt to cure such default, prevent the Lessor from ceasing to do so (provided it has given prior Notice to the Lessee of such intention) and the Lessee shall promptly reimburse to the Lessor any expense incurred by the Lessor in effecting cure and the same shall be recoverable as Rent to the extent Lessor elects not to terminate this Lease as a result of such breach by Lessee.

## **10.3 Other Sums Recoverable as Rent**

All amounts which may from time to time become due from the Lessee to the Lessor under any provision of this Lease (including, without limitation, amounts due to reimburse the Lessor for the expense of remedying any default by the Lessee or exercising its rights hereunder if an Event of Default shall have occurred) shall, if unpaid, be recoverable as Rent, and the Lessor shall have all remedies in respect of their non-payment as in the case of a non-payment of Rent.

#### **10.4 Remedies of Lessor Generally**

If an Event of Default shall have occurred and be continuing, and the Term shall have been terminated pursuant to the provisions hereof, the Lessor may, after Notice to the Lessee is given, enter upon and repossess the Athletics and Recreation Lands or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove the Lessee and all other persons and any and all property therefrom. The Lessor shall not be under any liability to the Lessee for or by reason of any such entry, repossession or removal. The Lessor shall, in addition to the right of re-entry, have all other rights and remedies, including damages and injunction, at law or in equity arising upon any default by the Lessee under this Lease. Such remedies are not exclusive or alternative, but the Lessor may from time to time have recourse to all or any of such remedies.

#### **10.5 Examination and Inspection**

The Lessor may, at its cost, enter upon the Athletics and Recreation Lands at all reasonable times during usual business hours for the purpose of inspecting the Athletics and Recreation Lands to ascertain whether all of the obligations of the Lessee under this Lease with respect to the Athletics and Recreation Lands are being performed. The Lessor shall not have any duty to make any such inspection under this Lease nor shall the Lessor incur any liability or obligation to the Lessee for not making any such inspection.

#### **10.6 No Event of Default**

The Lessor and Lessee acknowledge that some of the Lessee's obligations under this Lease, other than the obligation to pay Basic Rent, have been assumed, and are to be observed and performed, by the Lessor under the Collateral Agreements. Accordingly, to the extent an Event of Default shall have occurred and be continuing under this Lease as a result of the failure of the Lessor under the Collateral Agreements to observe or perform its corresponding obligation under the Collateral Agreements, then, notwithstanding anything to the contrary herein or otherwise provided, there shall be deemed to be no Event of Default in existence under this Lease and any and all remedies available to the Lessor in respect of an Event of Default shall be deemed to have been irrevocably waived by Lessor in respect of such Event of Default.

### **ARTICLE 11 ENVIRONMENTAL MATTERS**

#### **11.1 Compliance with Environmental Laws**

- (a) Notwithstanding any other covenants, agreements or obligations of the Lessee contained in this Lease, the Lessee shall, during the Term, observe and comply with all Environmental Laws.
- (b) Each Party shall promptly provide to the other Party a copy of any assessment, audit, report or test results relating to the environmental condition of the Athletics and Recreation Lands (or any part thereof) conducted by or for the first Party above at any time before, during, or after the Term.



## **11.2 Confidentiality of Environmental Reports**

Each Party shall maintain all assessments, audits, reports, and test results relating to the environmental condition of the Athletics and Recreation Lands (or any part thereof) in strict confidence and shall not disclose their terms or existence to any third party unless expressly permitted or required by this Lease. Notwithstanding the foregoing, such disclosure may be made if required by law, or if made to professional advisors, lenders, sub-tenants or assignees on a need-to-know basis (provided the Party making such disclosure shall use all reasonable efforts to ensure that such Persons shall not disclose the same to any other party except as permitted herein), or with the prior written consent of the other Party, acting reasonably.

## **11.3 Records**

Each Party shall keep and maintain during the Term and, for a period of ten (10) years following the expiration or early termination of the Term, documents and records, including permits, licences, orders, approvals, certificates, sound recordings, authorizations, registrations and other such records, including any documents and records stored by means of a device, relating to the operations conducted at and the environmental condition of the Athletics and Recreation Lands, which may be either reviewed or copied or both reviewed and copied by the other Party at any time on two (2) Business Days' prior written Notice, except in the case of an emergency during the Term, when no prior Notice shall be required.

## **11.4 Access by Lessor**

Without limiting the Lessor's other rights hereunder and without relieving the Lessee of any of its obligations under this Lease, the Lessee shall, at such reasonable times as the Lessor requires by reasonable prior Notice, permit the Lessor and its designated representatives, at the Lessor's costs, to enter and inspect the Athletics and Recreation Lands (or any part thereof) and the operations conducted at the Athletics and Recreation Lands (or any part thereof), to conduct environmental tests and environmental assessments and, in that regard, remove reasonable samples from the Athletics and Recreation Lands (or any part thereof), to examine and make copies of any documents or records maintained by the Lessee relating to the Athletics and Recreation Lands (or any part thereof), and to take such other steps as the Lessor deems necessary, acting reasonably, for the safety and preservation of the Athletics and Recreation Lands (or any part thereof).

## **11.5 Regulatory Inquiries**

The Lessee shall promptly provide to the Lessor on request such written authorizations as the Lessor may reasonably require from time to time to make inquiries of any Authority regarding the Athletics and Recreation Lands' compliance with Environmental Laws.

## **11.6 Environmental Events**

- (a) Each Party shall promptly notify the other Party in writing of any of the following events (an "**Environmental Event**") of which the Lessee may become aware:



- (i) any Release of a Contaminant or any other occurrence or condition at the Athletics and Recreation Lands (or any part thereof) or any adjacent property that could contaminate the Athletics and Recreation Lands (or any part thereof) or any adjacent property in a manner contrary to any Environmental Law or subject the Lessee, the Lessor or the Athletics and Recreation Lands (or any part thereof) to any fines, penalties, orders, investigations or proceedings under Environmental Laws;
  - (ii) any change, order, investigation or notice of violation or non-compliance under any Environmental Laws issued against the Lessee or Lessor of which a Party becomes aware relating to the Athletics and Recreation Lands (or any part thereof); or
  - (iii) any formal notice, claim, action or other proceeding by any third party against the Lessee or Lessor of which a Party becomes aware in respect of the Athletics and Recreation Lands (or any part thereof) concerning the Release or alleged Release of Contaminants at or from the Athletics and Recreation Lands (or any part thereof) or the environmental condition of the Athletics and Recreation Lands (or any part thereof) or the compliance with Environmental Laws of the Athletics and Recreation Lands.
- (b) The Lessee shall also be required to notify the appropriate regulatory authorities of any Release by Lessee or any person acting on behalf of Lessee of any Contaminants at or from the Athletics and Recreation Lands (or any part thereof) in accordance with Environmental Laws.
- (c) If and to the extent the Lessee shall, either alone or with others (other than the Lessor), cause during the Term the occurrence of any Environmental Event, the Lessee shall, at its own expense (subject, however, to the extent of responsibility of the Lessor (or those persons for whom the Lessor is in law responsible) for any such Environmental Event, in which case the expenses associated with and obligations relating to any of the following required actions shall be shared between the Lessee and the Lessor on a *pro rata* basis according to their respective responsibility for such Environmental Event):
  - (i) as soon as practicable, give or cause to be given to the other Party Notice to that effect and thereafter give or cause to be given to the other Party from time to time Notice of the extent and nature of the Lessee's compliance with the following provisions of Section 12.6;
  - (ii) as soon as practicable, perform or cause to be performed any work to rectify the contravention or non-compliance caused by such Environmental Event, which will result in conformity and compliance of the Athletics and Recreation Lands with all Environmental Laws;
  - (iii) if reasonably requested by the other Party which is not responsible for the occurrence of said Environmental Event, obtain or cause to be obtained a

certificate from an independent environmental consultant verifying the complete and proper compliance of the Athletics and Recreation Lands with the requirements of Environmental Laws or, if such is not the case, reporting as to the extent and nature of any failure of the Athletics and Recreation Lands to comply with Environmental Laws;

- (iv) as soon as practicable, cease or cause the cessation of any activity/ies which caused such Environmental Event; and
- (v) if reasonably requested by the other Party which is not responsible for the occurrence of said Environmental Event, obtain or cause to be obtained a certificate from an independent consultant verifying that any activity/ies referred to in Section 12.6(c)(iv) has/have ceased.

### **11.7 Removal of Contaminants**

The Lessee shall:

- (a) at any time if required by any Authority pursuant to Environmental Laws; or
- (b) if requested by the Lessor where the Lessor has obtained an independently conducted environmental test and/or assessment which demonstrates that the Athletics and Recreation Lands (or any part thereof) is contaminated at a level which exceeds a level permitted under Environmental Laws,

that arises from the acts or omissions of the Lessee, promptly, at its own cost and in accordance with Environmental Laws, remediate or cause to be remediated by removal to a level acceptable under Environmental Laws any contamination of the Athletics and Recreation Lands (or any part thereof) or any adjacent property resulting from Contaminants in either case brought onto, used at, or Released from the Athletics and Recreation Lands (or any part thereof) by the Lessee or any person for whom the Lessee is in law responsible (which excludes, for greater certainty, the Lessor and any and all licensees of Lessor).

### **11.8 Ownership of Contaminants**

Notwithstanding any rule of law to the contrary, any Contaminants or improvements or goods containing Contaminants brought onto, used at, or Released from, the Athletics and Recreation Lands (or any part thereof) by the Lessee, or any Person for whom it is in law responsible (which excludes, for greater certainty, the Lessor and any and all licensees of Lessor), shall be and remain the sole and exclusive property of such party and shall not become the property of the Lessor, notwithstanding the degree of their affixation to the Athletics and Recreation Lands and notwithstanding the expiry or earlier termination of this Lease. This clause supersedes any other provision of this Lease to the contrary.

### **11.9 Survival of Lessee's Obligations**

The obligations of the Lessee and Lessor under this Article 12, including the obligation to remove and remediate Contaminants and covenants of confidentiality, shall survive

the expiry or early termination of this Lease. If, after the expiry or early termination of this Lease, the performance of those obligations by the Lessee requires access to the Athletics and Recreation Lands (or any part thereof), the Lessee shall have such access and entry at such times and upon such terms and conditions as may from time to time be reasonably required by the Lessee in order for it to comply with its obligation under this Article 12. The obligations of the Lessee and Lessor under this Article 12 are in addition to, and shall not limit, the obligations of the Lessee or Lessor contained in other provisions of this Lease.

## **ARTICLE 12** **GENERAL**

### **12.1            Discharge Liens**

Throughout the Term, the Lessee shall, at its own cost and expense, cause any and all construction liens and other liens for labour, services or materials alleged to have been furnished to or to have been charged to the Lessee or any Person on its behalf, and which may be registered against or otherwise affect the Athletics and Recreation Lands, to be paid, satisfied, released, cancelled and vacated as soon as reasonably possible after registration thereof; provided, however, that in the event of a *bona fide* dispute by the Lessee of the validity or correctness of any claim for any such lien, the Lessee shall be entitled to defend against the same in any proceedings brought in respect thereof after first paying into court the amount claimed and such costs as the court may direct and registering all such documents as may be necessary to discharge and cancel such lien.

### **12.2            Dispute Resolution**

The parties hereto agree that any and all disputes arising between the parties with respect to the terms of this Lease shall be settled to the extent possible by negotiation and mutual efforts, acting reasonably. The Parties hereto agree that any and all disputes arising between the parties with respect to the terms of this Agreement shall be resolved in accordance with Schedule "4" – Dispute Resolution Procedure.

### **12.3            Notices**

Any notice, demand, request, consent, agreement or approval which may or is required to be given pursuant to this Lease shall be in writing and shall be sufficiently given or made if served personally upon an officer of the party for whom it is intended, or mailed by prepaid registered mail, return receipt requested, or sent by facsimile, and in the case of:

- (a) the Lessor, addressed to it at:

The Algonquin College of Applied Arts and Technology  
1385 Woodroffe Avenue  
Ottawa, Ontario  
K2G 1V8

Attention:     Duane McNair, Vice President, Finance and Administration  
Fax No.:        613-727-7674

(b) the Lessee, addressed to it at:

1385 Woodroffe Avenue  
Room E114  
Ottawa, Ontario  
K2G 1V8  
Canada

Attention: Jack Doyle, General Manager  
Email: doylej@algonquincollege.com  
Fax No.: 613-727-7712

or to such other address or in care of such other officers as a party may from time to time advise to the other parties by notice in writing. The date of receipt of any such notice, demand, request, consent, agreement or approval, if served personally or by facsimile, shall be deemed to be the date of delivery thereof, or if mailed as aforesaid, the date of delivery by the postal authority.

#### **12.4 Force Majeure**

If, by reason of Force Majeure, the Lessee or the Lessor, as the case may be, is in good faith and without default or neglect on its part, prevented or delayed in carrying out any of its obligations hereunder which under the terms of this Lease it is or may be required to do or complete by a specified date, or within a specific period of time, the date or the period of time within which the obligation or the work was to have been completed shall be extended by a period of time equal to that of such delay or prevention, and the Lessee or the Lessor, as the case may be, shall be deemed not to be in default if it performs and completes the obligation or the work in the manner required by the terms of this Lease within such extended period of time, or within such further extended period of time as may be agreed upon from time to time between the Lessor and the Lessee, each acting reasonably. Where a time limit herein is or is stated to be subject to extension as a result of Force Majeure, any dispute as to whether or not a party is entitled to an extension of such time limit as a result of Force Majeure, including as to whether or not an element of Force Majeure exists or did exist or the length of time during which such element of Force Majeure exists or did exist, shall be resolved in accordance with Section 13.1.

#### **12.5 Approvals**

Wherever the provisions of this Lease require an approval or consent of or to any action, person, firm, corporation, document or plan by a party, this Lease shall (unless the text hereof expressly states that such approval or consent may be unreasonably or arbitrarily withheld, or unless the text hereof expressly states that the time periods are to be otherwise, in which latter event this Section shall still apply but the time periods stated herein shall be adjusted accordingly) be deemed to provide that:

- (a) such request for approval or consent shall:
  - (i) clearly set forth the matter in respect of which such approval or consent is being sought;

- (ii) form the sole subject matter of the correspondence containing such request for approval or consent;
  - (iii) clearly state that such approval or consent is being sought; and
  - (iv) expressly state the applicable time period, if any, permitted for a response as stipulated in this Lease;
- (b) such approval or consent shall not be unreasonably withheld or delayed;
  - (c) the party whose approval or consent is required shall, within 10 Business Days after the giving of a Notice requesting an approval or consent, advise the other party by Notice either that it consents or approves, or that it withholds its consent or approval (in which case it shall set forth, in reasonable detail, its reasons for withholding its consent or approval); and
  - (d) any dispute as to whether or not such consent or approval has been unreasonably withheld or delayed shall be resolved in accordance with Section 13.1.

## **12.6 Quiet Possession**

The Lessor hereby covenants that, subject to the terms hereof, if the Lessee pays the Rent hereby reserved and performs the covenants herein on its part contained, during the Term, the Lessee shall and may peaceably enjoy and possess the Athletics and Recreation Lands without any interruption or disturbance whatsoever from the Lessor or any other person, firm or corporation lawfully claiming from or under the Lessor.

## **12.7 Status Certificates**

At any time and from time to time so long as this Lease shall remain in effect, upon not less than 10 Business Days prior written request by the other party, the Lessor and/or the Lessee, as the case may be, will acknowledge and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, stating the modifications), the dates to which the Rent has been paid, if any, that no Event of Default has occurred hereunder (or, if an Event of Default has occurred, the nature thereof), and as to such other matters as may be reasonably requested from time to time by either party, as the case may be. If no response is received to such request within such response period, the party from whom the response was requested shall be deemed to have provided a written certificate to the requesting party to the effect that this Lease is unmodified and in full force and effect and that no Event of Default has occurred which is continuing, except, in each case, to the extent that the requesting party has actual notice to the contrary.

## **12.8 Further Assurances**

The Lessor and the Lessee and each of them shall and will at all times and from time to time hereafter and upon every reasonable written request to do so, make, do, execute, deliver and/or cause to be made, done, executed and delivered all such further acts, deeds,

assurances and things as may be reasonably required to more effectually implement and carry out the true intent and meaning of this Lease.

**12.9 Remedies Cumulative**

The remedies of a party under this Lease are cumulative and the exercise by such party of any right or remedy for the default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which such party may be lawfully entitled for such default or breach. Any waiver by such party of the strict observance, performance or compliance by another party hereto of or with any term, covenant, condition or agreement herein contained, or any indulgence granted by a party hereto to another party hereto shall not be deemed to be a waiver of any subsequent default or breach by such other party, nor entitle such other party to any similar indulgence.

**12.10 Agreements, etc. to Run with Lands**

All of the agreements, rights, privileges, obligations and duties contained in this Lease shall be construed as covenants running with the Athletics and Recreation Lands and as extending to, enuring to the benefit of, and being binding upon, the Lessor and the Lessee and their respective successors and permitted assigns, to the same extent as if such successors and assigns were herein named as original parties hereto, all to the end that this Lease shall always bind the owner and holder of any interest in or to the Athletics and Recreation Lands.

**12.11 Relationship of Parties and Dealing on an Arm's Length Basis**

The provisions contained in this Lease shall not be deemed to create any relationship between the Lessor and the Lessee other than that of landlord and tenant as to the Athletics and Recreation Lands.

**12.12 Time of the Essence**

Time shall in all respects be of the essence hereof, provided, however that the time for doing or completing any matter provided for herein may be extended by reason of Force Majeure pursuant to Section 13.4 or otherwise in accordance herewith or extended or abridged by an agreement in writing signed by the Lessee and Lessor (or by their respective counsel, who are hereby expressly appointed in that regard).

**12.13 Amendment**

This Lease may not be modified or amended except by instrument in writing of equal formality herewith signed by the parties hereto or by their successors and permitted assigns.

**12.14 Binding Effect**

This Lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns as limited in this Lease.

#### **12.15**            **Waiver**

A party hereto or a party to an agreement entered into pursuant hereto (the “**waiving party**”) may from time to time by instrument in writing and in its sole discretion waive in whole or in part any default, breach, non-performance and/or non-observance by any other party hereto or by any party to an instrument or agreement entered into with the waiving party pursuant hereto (the “**obligated party**”) of any of the covenants or obligations in favour of the waiving party to be observed or performed by the obligated party under this Lease or such other agreement entered into. Any such waiver may be retroactive but in any event shall only apply and extend to the specific matter forming the subject of such waiver, shall only extend to the waiving party and shall not otherwise affect or prejudice the right of the waiving party to require the due and strict observance and/or performance by the obligated party of such covenant or obligation thereafter or any other covenant or obligation in favour of the waiving party to be observed or performed by the obligated party under this Lease or such other agreement entered into (including in the case of a partial or limited waiver, the observance and/or performance of that part of such covenant or obligation not waived thereby). Any such waiver shall be without prejudice to any right of a party not party to the waiver to require the due and strict observance and/or performance of a covenant in its favour that is the subject to such waiver in favour of the waiving party.

#### **12.16**            **Registration of Lease**

The Lessee may in its discretion register this Lease, a notice of this Lease, or a short form of this Lease against the Athletics and Recreation Lands.

#### **12.17**            **Counterparts**

This Lease may be executed in facsimile and in several counterparts, each of which counterparts so executed shall constitute and be deemed to be an original and all of which together shall constitute one and the same agreement.

#### **12.18**            **Planning Act**

This Lease is subject to the condition that it shall be effective only if Section 50 of the *Planning Act*, Ontario (as amended, supplemented or substituted from time to time) be complied with, if applicable.

**IN WITNESS WHEREOF** the parties hereto have executed this Lease as of the date hereinbefore first set out.

**THE ALGONQUIN COLLEGE OF  
APPLIED ARTS AND TECHNOLOGY**

By \_\_\_\_\_  
Name:  
Title:

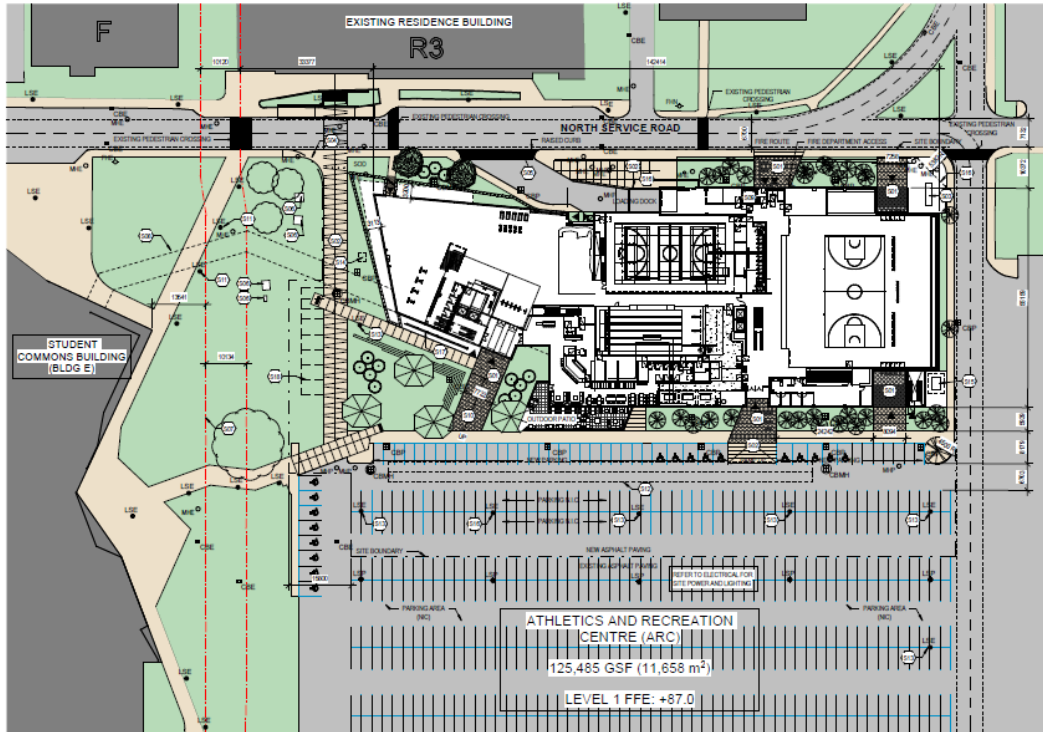
**THE STUDENTS ASSOCIATION OF  
THE ALGONQUIN COLLEGE OF  
APPLIED ARTS AND TECHNOLOGY  
CORPORATION**

By \_\_\_\_\_  
Name:  
Title:



# SCHEDULE 1

## ATHLETICS AND RECREATION LANDS AND SITE PLAN



1 SITE PLAN  
1:500

### SITE PLAN GENERAL NOTES

**LEGAL DESCRIPTION**  
PART OF LOTS 24 & 25  
CONSERVATION (FEDERAL TRUCK)  
P.N. 0482(28)  
SECURITIES TOWNSHIP OF NEPEAN  
CITY OF OTTAWA

**ALGONQUIN COLLEGE**  
OWNER  
185 BUCKINGHAM AVE  
OTTAWA, ON K2B 1A6

**LAND USE CLASSIFICATION**  
EDUCATIONAL, INSTITUTIONAL, POST SECONDARY

**ZONING INFORMATION**  
PART 7 - MAJOR INSTITUTIONAL ZONES (SECTIONS 174-175)  
MINIMUM LOT WIDTH: YES  
MINIMUM LOT AREA: NO MIN.  
MINIMUM FRONT YARD SETBACK (M): 7.5  
MINIMUM REAR YARD SETBACK (M): 7.5  
MINIMUM INTERIOR SIDE YARD SETBACK (M): 7.5  
MINIMUM CORNER SIDE YARD SETBACK (M): 7.5  
MINIMUM HEIGHT (M) WITHIN (30M X 150) (30X30Z): NO MAX.  
MINIMUM WIDTH OF LANDSCAPED AREA ALONG ALL LOT LINES (M): 3 YES

**GROSS BUILDING AREA - PROPOSED AREAS**  
PROPOSED SITE BLOCK/KEY AREA: 125,485 GSF (11,658 m<sup>2</sup>)  
BUILDING FOOTPRINT: 7,096 M<sup>2</sup> (78,972 SF)

**LOWER LEVEL:** 3002+H (20,310 SF)  
**LEVEL 1:** 4854+H (36,300 SF)  
**LEVEL 2:** 5285+H (24,360 SF)  
**MIDDLE:** 238+H (21,210 SF)  
**TOTAL:** 11,496 M<sup>2</sup> (123,480 SF)

**BUILDING HEIGHT - PROPOSED BUILDING**  
17.47D H.  
2 FLOORS + BASEMENT

**SOIL REMOVAL**  
SOIL WILL BE REMOVED FROM PROPOSED DEVELOPMENT SITE AND STORED AS FOR COLLEGE OPERATIONS.

**DATE/REVISION**  
PROPOSED BASED ON A SURVEY PREPARED BY STANTIC GEOMETRICS LTD. DATED JUNE 20 2016

### SITE PLAN LEGEND

[Symbol]	BUILDING TO REMAIN NOT INCLUDED IN THIS SCOPE OF WORK	[Symbol]	EXISTING MAN HOLE
[Symbol]	SITE BOUNDARY	[Symbol]	PROPOSED MANHOLE
[Symbol]	BUILDING ACCESS	[Symbol]	EXISTING CATCH BASIN
[Symbol]	EXISTING FIRE HYDRANT	[Symbol]	PROPOSED CATCH BASIN
[Symbol]	PROPOSED FIRE HYDRANT	[Symbol]	PROPOSED CATCH BASIN MANHOLE
[Symbol]	EXISTING LIGHT STANDARD	[Symbol]	PROPOSED GAS METER
[Symbol]	PROPOSED LIGHT STANDARD	[Symbol]	PROPOSED TREE - REFER TO LANDSCAPE
[Symbol]	PROPOSED FIRE DEPARTMENT CONNECTION		

### SITE PLAN KEYNOTES

No.	Description
001	NOTATION REGION INDICATES HEADING OF CONCRETE SIDEWALK
002	C.L.P. CONCRETE
003	CONCRETE IN PAVEMENT AND CONC.L.P. CONC.PAC - REFER TO SPEC
004	MAINTAIN EXISTING CURB
005	NEW PROPOSED ACCESS MARKING
006	EXISTING TRANSFORMER TO REMAIN
007	NEW TRANSFORMER EASEMENT
008	FUTURE FUTURE TRAIL LINE
009	PRINCIPAL ENTRANCE
010	REMOVE EXISTING TRANSFORMER EASEMENT - SEE SPEC
011	REMOVE EXISTING LIGHT STANDARD - SEE SPEC
012	LANDSCAPE REPRESENTS PROPOSED ORNAMENTAL CENTRAL TREES - REFER TO PLAN
013	REMOVE EXISTING LIGHT STANDARD AND REPLACE ELECTRICAL AS PER SPEC. OWNER TO BE PROVIDING APPOINT FOR BURIED ELECTRICAL AS REQUIRED
014	REMOVE EXISTING FUTURE TRAIL AND REPLACE ELECTRICAL AS PER SPEC. OWNER TO BE PROVIDING APPOINT FOR BURIED ELECTRICAL AS REQUIRED
015	PROPOSED GAS REGULATOR STATION
016	LANDSCAPE REPRESENTS PROPOSED ARCHITECTURAL VISUAL SCREEN (OVER TRUCK PROPOSED ALUM PANEL @ 1M ABOVE CURB)
017	PROPOSED TREE PLANTING LOCATION QUANTITY TO BE CONFIRMED
018	EXISTING PARKING TO BE DEMOLISHED - REFER TO PLAN

APPROVED  REFUSED   
THIS DAY OF \_\_\_\_\_ 20\_\_\_\_  
DERRICK MOODIE, MANAGER  
DEVELOPMENT REVIEW WEST  
PLANNING, INFRASTRUCTURE AND ECONOMIC  
DEVELOPMENT DEPARTMENT, CITY OF OTTAWA



Project  
**ATHLETICS AND RECREATION CENTRE (ARC)**  
Prepared For  
**ALGONQUIN STUDENTS' ASSOCIATION**



WSP  
STRUCTURAL  
2511 Queenview Drive, Suite 300  
Ottawa, ON, K2B 8K2

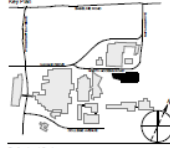
WSP  
MECHANICAL  
2511 Queenview Drive, Suite 300  
Ottawa, ON, K2B 8K2

WSP  
ELECTRICAL  
2511 Queenview Drive, Suite 300  
Ottawa, ON, K2B 8K2

WSP  
CIVIL  
2511 Queenview Drive, Suite 300  
Ottawa, ON, K2B 8K2

WSP  
LANDSCAPE  
319 McRae Avenue, Suite 202  
Ottawa, ON, K1Z 0S9

WSP  
SUSTAINABILITY  
2511 Queenview Drive, Suite 300  
Ottawa, ON, K2B 8K2



**NOT FOR CONSTRUCTION**

No.	Description	Date
1	SITE PLAN APPROVAL	2016/06/21

Drawn by: RS      Reviewed by: AB / AM  
Project No: \_\_\_\_\_  
Sheet No: \_\_\_\_\_  
**SITE PLAN**  
Original Drawing No: 01 - 01 - 18  
Sheet Number: SPA-A01

## SCHEDULE 2

### PERMITTED ENCUMBRANCES

1. All municipal by-laws, including building and zoning by-laws and decisions of the Committee of Adjustments or any other competent authority permitting variances therefrom, applicable to the Athletics and Recreation Lands.
2. Any unregistered easements affecting the Athletics and Recreation Lands.
3. The standard exceptions and qualifications under the *Land Titles Act* (Ontario), other than paragraph 11, paragraph 14, provincial succession duties and escheats or forfeiture to the Crown.
4. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown, as the same may be varied by statute, and unpatented mining claims and Native land claims.

### **SPECIFIC ENCUMBRANCES:**

#### PIN 04691-0290 (LT)

1. Instrument No. CR341772 registered January 4, 1956 is an Order.
2. Instrument No. CR539715z registered March 19, 1968 is an Application to Annex Restrictive Covenants.
3. Instrument No. LT944037 registered August 9, 1995 is a Notice from the Corporation of the City of Nepean.
4. Instrument No. LT952268 registered October 6, 1995 is a Notice from Harzena Holdings Limited and Harry Leikin Holdings Limited to the Corporation of the City of Nepean.
5. Instrument No. LT1009661 registered November 6, 1996 is an Application to Annex Restrictive Covenants from Harzena Holdings Limited and the Home Depot Canada, a general partnership between Beaver Lumber Company Limited and Home Depot of Canada Inc. and Harry Leikin Holdings Limited.
6. Instrument No. LT1012354 registered November 22, 1996 is a Transfer of Easement from the Board of Governors of the Algonquin College of Applied Arts and Technology in favour of the Hydro-Electric Commission of the City of Nepean.
7. Instrument No. OC71694 registered May 17, 2002 is a Transfer from the City of Ottawa to the Board of Governors of the Algonquin College of Applied Arts and Technology relating in Instrument No. 4R17557, PT 3.

8. Instrument No. OC510107 registered September 13, 2005 is an Application to Change Owner Name from the Board of Governors of the Algonquin College of Applied Arts and Technology to the Algonquin College of Applied Arts and Technology.
9. Instrument No. OC510108 registered September 13, 2005 is an Application to Change Owner Name from the Board of Governors of the Algonquin College of Applied Arts and Technology to the Algonquin College of Applied Arts and Technology.
10. Instrument No. OC1135995 registered July 16, 2010 is a Notice from Her Majesty the Queen in Right of Canada relating to Airport Zoning Regulations.
11. Instrument No. OC1248488 registered June 22, 2011 is an Application to Change Owner Name from the Board of Governors of the Algonquin College of Applied Arts and Technology to the Algonquin College of Applied Arts and Technology.
12. Instrument No. OC1259965 registered July 20, 2011 is a Notice from the City of Ottawa to the Algonquin College of Applied Arts and Technology.
13. Instrument No. OC1641664 registered December 1, 2014 is a Transfer of Easement from the Algonquin College of Applied Arts and Technology in favour of the City of Ottawa.
14. Instrument No. OC1641666 registered December 1, 2014 is a Transfer of Easement from the Algonquin College of Applied Arts and Technology in favour of the City of Ottawa.
15. Instrument No. OC1919659 registered August 16, 2017 is a Notice from the City of Ottawa to the Algonquin College of Applied Arts and Technology.
16. Instrument No. OC2090188 registered April 8, 2019 is an Application to Consolidate Parcels.
17. Instrument No. OC2099084 registered May 14, 2019 is a Notice of Lease from the Algonquin College of Applied Arts and Technology to Rogers Communications Inc.

## SCHEDULE 3

### DISPUTE RESOLUTION

Lessor and the Lessee agree that any dispute arising between them with respect to the terms of this Lease, the services hereunder or anything related thereto shall be resolved in accordance with this Schedule 3.

1. The Lessee and the Lessor agree that at all times each of them shall make *bona fide* and good faith efforts to resolve by amicable negotiations any and all disputes arising between them on a without prejudice basis, and have all disputes resolved at the lowest level of management before engaging the dispute resolution process described below.
2. The Lessee and the Lessor shall give verbal notice to the other Party of any dispute immediately upon becoming aware of a circumstance or situation giving rise to a dispute to the applicable person named in the notice provisions of the Agreement if such dispute has not been resolved or at the lowest level of management of each of the parties initiating and having the authority to resolve such dispute.
3. If the Lessee and the Lessor are unable to resolve a dispute following verbal notice pursuant to paragraph 1 above within five (5) days of such verbal notice or such shorter period as may appropriate in the case of urgency, either Party may deliver to the other, a written notice of dispute (the “**Notice of Dispute**”), which Notice of Dispute shall initiate the dispute resolution process described in paragraphs 4 to 9 below, as applicable. The Notice of Dispute must expressly state that it is a notice of dispute, set out the particulars of the matter in dispute, describe the extent and value of the remedy or resolution sought by the party issuing the Notice of Dispute, describe the relevant provisions of the Contract Documents, and shall be signed by the party giving the Notice of Dispute.
4. On receipt of a Notice of Dispute, the Lessee and the Lessor shall each promptly and diligently make all reasonable *bona fide* efforts to resolve the dispute. Each party shall provide to the other, on a without prejudice basis, frank, candid, and immediate disclosure of relevant facts, information and documents (except documentation that is subject to legal privilege) as may be required or reasonably requested by the other to facilitate the resolution of the dispute.
5. All discussions and negotiations, and all documents exchanged, between them related to the dispute shall be on a without prejudice basis to facilitate the resolution of the dispute.
6. If the dispute is not resolved within five (5) days after the Notice of Dispute and referral to the senior representatives of the parties (the “**Initial Resolution Window**”), or such longer period of time as the parties both expressly agree, then on consent of the Lessee and the Lessor, the Parties agree that the dispute will be promptly referred to mediation. Each party agrees to promptly and not later than two (2) business days after the lapse of the Initial Resolution Window to provide the names of not less than three (3) mediators acceptable to each of the Parties. The first of such names that is common on the lists exchanged by the Parties shall be deemed to be acceptable to both parties and shall be promptly appointed by the Parties as mediator; in the event such mediator is unwilling to act or unavailable

within the timeframes required by the Parties, the Parties will promptly continue to exchange lists of names as above and to engage with the first matching mediator that is willing and able to act as mediator within the timeframes required by the Parties. The Parties agree to share fees and expenses of the mediator equally.

7. If the Parties are unable to resolve the dispute through mediation above, then within five (5) days thereafter, or such longer period as the parties both expressly agree, the dispute shall be resolved through binding arbitration pursuant to the *Arbitration Act, 1991* (Ontario), subject to the provisions of this Schedule "F".
8. The arbitration referred to in paragraph 7 above shall be commenced by the delivery of a notice of arbitration (the "**Notice of Arbitration**") by the Party seeking to have the dispute resolved (the "**Initiating Party**") which shall include, at a minimum: (a) a description of the relief sought; (b) a detailed description of the dispute including all facts that the Initiating Party relies upon; and (c) copies of all documents that the Initiating Party relies upon in support of the relief sought.
9. The Party receiving the Notice of Arbitration (the "**Responding Party**") shall deliver a response to the Notice of Arbitration (the "**Response**") within ten (10) days of receipt of the Notice of Arbitration, which Response shall include, at a minimum: (a) a response to the relief sought and any relief sought by the Responding Party; (b) a detailed description of the dispute including all facts that the Responding Party relies upon; and (c) copies of all documents that the Initiating Party relies upon in support of the relief sought.
10. The arbitration hearing shall be conducted by one arbitrator mutually agreed upon by the Parties. If the Parties are unable to agree on the arbitrator within five (5) business days of the delivery of the Response, either Party may refer the matter to the Ontario courts for determination and appointment of the arbitrator.
11. The arbitration hearing shall be conducted in Ottawa, Ontario, or such other place as both the Lessee and the Lessor agree.
12. The Parties agree that the remainder of the arbitration procedures shall be determined by the arbitrator(s) and that the arbitrator(s) may extend any timelines set out in this Dispute Resolution Procedure.

## SCHEDULE 4

### LEGAL DESCRIPTION OF OTTAWA CAMPUS

PIN 04691-0290 (LT): FIRSTLY: PART LOT 35 CONCESSION 1 RIDEAU FRONT (NEPEAN) PART 1 4R20144, SECONDLY: PART LOT 34 CONCESSION 1 RIDEAU FRONT (NEPEAN) PART 4 4R20144, THIRDLY: PART OF LOTS 34 AND 35 CONCESSION 1, RIDEAU FRONT (NEPEAN) PART 1 5R-14187 SAVE & EXCEPT PARTS 2, 4, 5 & 9 4R-17557 & PART 1 4R-26099, PART 1 4R27987 & PARTS 1 & 2 4R31688; SUBJECT TO AN EASEMENT IN FAVOUR OF THE HYDRO-ELECTRIC COMMISSION OF THE CITY OF NEPEAN OVER PART 1 4R-12162 SAVE & EXCEPT PART 9 4R-17557 AS IN LT1012354; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 4R26099 AS IN OC1641664; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 4R27987 AS IN OC1641666; CITY OF OTTAWA

**THE STUDENTS' ASSOCIATION OF THE ALGONQUIN COLLEGE OF APPLIED  
ARTS AND TECHNOLOGY CORPORATION**

**-and-**

**THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY**

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**OPERATING AGREEMENT**

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**September 1, 2019**

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**SCHEDULE 1 ATHLETICS AND RECREATION CENTRE AND ATHLETICS AND RECREATION  
LANDS SITE PLAN**

**SCHEDULE 2 DISPUTE RESOLUTION**

**OPERATING AGREEMENT**

THIS AGREEMENT dated for reference purposes the 1st day of September, 2019

BETWEEN:

**THE STUDENTS' ASSOCIATION OF THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY CORPORATION**

(the "SA")

AND:

**THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY**

(the "Algonquin" or the "College")

**WHEREAS:**

- A. The capitalized terms used herein have the meaning ascribed thereto in Section 1.1 unless the context otherwise requires (and any capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Ground Lease); and
- B. The SA has retained Algonquin pursuant to this Agreement to provide certain services as specified herein that are necessary to operate and manage the Project;

**NOW THEREFORE** in consideration of the mutual covenants and agreements hereinafter contained and the sum of Two Dollars (\$2.00) now paid by each party hereto to the other (the receipt and sufficiency of which are hereby acknowledged) and other good and valuable consideration, the SA and Algonquin hereby covenant and agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

**"Agreement"** means this operating and management agreement made as of the date set out in page one hereof, as amended or modified from time to time in writing by the parties hereto:

**"Applicable Law"** means all mandatory laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licences, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers of governments, Canadian, provincial and municipal, ordinary or extraordinary which now or at any time hereafter may be applicable to and enforceable against the relevant work in question or any part thereof;

**“Athletics and Recreation Centre”** means the athletics and recreation centre building constituting approximately one hundred and twenty-five thousand (125,000) square feet to be constructed by the Lessee on the Athletics and Recreation Lands for the purposes of providing extra-curricular athletics and non-athletic recreational programs and related amenities (including, without limitation, varsity and intramural athletic programs) primarily for the Student Body and secondarily for similar services to others from time to time in the SA’s sole discretion subject to capacity of the facility to accommodate such secondary uses;

**“Athletics and Recreation Lands”** means that portion of Algonquin’s Ottawa Campus lands constituting approximately 125,000 square feet constituting the footprint of the Building as described in the Site Plan in Schedule 1 attached hereto, together with such servicing and access easements as may be required for the Project;

**“Authority”** means any court or tribunal or governmental, regulatory or administrative body, board, agency, department or authority of any country, province, municipality or other political subdivision thereof having or purporting to have jurisdiction in the relevant circumstances;

**“Business Day”** means any day which is not a Saturday, Sunday or a day observed as a statutory or civic holiday under the laws of the Province of Ontario or the federal laws of Canada applicable therein;

**Campus”** means the College campus located 1385 Woodroffe Avenue, Ottawa, Ontario, upon which the Athletics and Recreation Centre is located;

**“Claims”** means all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a substantial indemnity basis, interest, demands and actions of any nature or any kind whatsoever;

**“Collateral Agreements”** means any and all additional agreements and leases entered into or to be entered into by Algonquin and/or the SA or their respective permitted transferees or assigns pursuant to this Agreement including, without limitation, any amendments and/or supplements to any such agreements which have been approved by Algonquin;

**“Commencement Date”** means the date on which all of the following have occurred in accordance with the Development Agreement: (a) the date on which the Occupancy Trigger occurs under the Development Agreement; (b) all Approvals required for the Project have been obtained; and (c) possession of the Project, together with an unrestricted certificate of occupancy, has been delivered to the SA;

**“Control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise, **“Controlling”** and **“Controlled”** have corresponding meanings;

**“Development Agreement”** means the Development Agreement dated as of September 1, 2019 (as amended from time to time, as applicable) between the College and the SA for the Project;

**“Direct Cost”** as this term is understood pursuant to Section 5.1 of Part V.1 of Schedule V of the ETA means the actual out-of-pocket cost of any supply of a good or service, and including the non-refundable portion of GST/HST on the supply of the good or service to the extent such

GST/HST is applicable and in such event only the Net Tax cost thereof, that are incurred by the College but without inclusion of any internal costs or markup related to the provision of all services and costs (for greater certainty, no costs or expenses, overhead or markup attributable to any of the following shall be included as Direct Cost except to the extent otherwise expressly agreed in writing by the SA: (i) any salaries, benefits or other compensation paid to employees of the College, (ii) any amounts paid or payable to third party contractors engaged by the College other than solely for the services herein provided, and (iii) the incremental costs of any kind relating to services for the Pedestrian Link, within or external to the Building envelope or any enabling works necessary to facilitate the provision thereof);

“**ETA**” means the *Excise Tax Act* (Canada);

“**Event of Insolvency**” means with respect to a Person if such Person shall:

- (a) be wound up, dissolved, or liquidated, or become subject to the provisions of the *Winding-up Act* (Canada), as amended or re-enacted from time to time, or have its existence terminated or have any resolution passed therefor, unless, in any such case it forms part of a bona fide corporate reorganization not forming part of any relief being sought under any present or future law relative to bankruptcy, insolvency or other relief for debtors;
- (b) make a general assignment for the benefit of its creditors or a proposal under the *Bankruptcy and Insolvency Act* (Canada) as amended or re-enacted from time to time, or shall be declared bankrupt or insolvent by a court of competent jurisdiction;
- (c) propose a compromise or arrangement under the *Companies’ Creditors Arrangement Act* (Canada) or any similar legislation, from time to time, or shall file any petition or answer seeking any re-organization, arrangement, composition, re-adjustment, liquidation, dissolution or similar relief for itself under any present or future law relative to bankruptcy, insolvency or other relief for debtors; or
- (d) if a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against any such Person seeking any reorganization, arrangement, composition, re-adjustment, liquidation, dissolution, winding up, termination of existence, declaration of bankruptcy or insolvency or similar relief under any present or future law relating to bankruptcy, insolvency or other relief for or against debtors, and such Person shall acquiesce in the entry of such order, judgment or decree or such order, judgment or decree shall remain unvacated and unstayed for an aggregate of 45 Business Days (whether consecutive or not) from the day of entry thereof; or if any trustee in bankruptcy, receiver or receiver and manager, liquidator or any other officer with similar powers shall be appointed for any such Person, or of all or any substantial part of its property with the consent or acquiescence of such Person, or such appointment shall remain unvacated and unstayed for an aggregate of 45 Business Days (whether or not consecutive);

“**Excluded Equipment**” means specialized athletic, recreational and food service equipment consisting of the bowling and flooring, golf simulator, climbing wall, weights and weight machines, aerobic training equipment (such as, but not limited to, treadmills, elliptical trainers,

rowing machines, etc.), pool tables, and machinery for food preparation or food service (such as, but not limited to, beverage dispensing machines, kitchen equipment, etc.), and such other equipment to which the Parties agree in writing from time to time;

“**FF&E**” means any trade fixtures, equipment, furniture or other chattels used by the SA in connection with the operation of athletics and recreation services from the Project, but does not include, for certainty, any Excluded Equipment;

“**Ground Lease**” means the agreement between Algonquin, as lessor, and the SA, as lessee, pursuant to which Algonquin agreed to lease the Athletics and Recreation Lands to the SA, which lease is to be executed concurrently with the execution of this Agreement, as such may be amended, supplemented and/or otherwise modified from time;

“**GST/HST**” means the harmonized sales tax imposed under Part IX of the ETA, as amended or re-enacted from time to time, provided that if any similar tax is introduced by the Province of Ontario or any other governmental authority having jurisdiction, all references to GST/HST shall also apply, *mutatis mutandis*, with respect to such tax;

“**Insurance Requirements**” means:

- (a) all terms of any insurance policy covering or applicable to the Project or any part thereof required to be maintained pursuant to this Agreement;
- (b) all requirements of the issuer of any such policy under any such policy; and
- (c) all mandatory orders, rules, regulations and other such requirements of any Canadian or provincial insurance regulatory body applicable to or affecting any insurance policy covering or applicable to the Project or any part thereof or any use or condition of the Project or any part thereof;

“**Net Tax**” means the non-refundable or non-rebateable portion of GST/HST incurred by the College on Direct Costs related to the Services hereunder after giving consideration to refunds or rebates of GST/HST available to the College as a public institution under the ETA;

“**Notice**” means any notice or other communication which may or is required to be given pursuant to this Agreement, which Notice shall be given in accordance with the provisions of Section 12.2;

“**Party**” means Algonquin or the SA, and “**Parties**” shall mean both Algonquin and the SA;

“**Pedestrian Link**” means an above-ground pedestrian walkway connecting the Building with the R.C. Gillett Student Commons Building located on the Campus on lands adjacent to the Athletics and Recreation Lands;

“**Permitted Encumbrances**” has the meaning ascribed thereto in the Ground Lease;

“**Person**” or “**person**” means any individual, partnership, corporation, joint venture, association, joint stock company, trust, unincorporated organization, university, government or an agency or potential subdivision thereof, and “corporation” shall include “company” and vice versa;

**"Project"** means, collectively, the Athletics and Recreation Lands and the Athletics and Recreation Centre including without limitation, for greater certainty, any and all FF&E and other specialized equipment installed within the Athletics and Recreation Centre;

**"Replacement Cost"** means the cost of repairing, replacing or reinstating any item of property and any cost of upgrading any item of property required by any by-law, regulation, ordinance or law with new materials of like kind and quality on the same or a similar site plus the cost of demolition including demolition of undamaged structures without deduction for physical, accounting, or any other depreciation;

**"SA Event of Default"** has the meaning ascribed thereto in Section 11.1;

**"Substantial Completion"** shall mean the date upon which Substantial Completion is achieved pursuant to the Development Agreement;

**"Term"** means a period commencing on the date of Substantial Completion and expiring on and co-terminus with the Term of the Ground Lease, unless terminated early in whole in part in accordance with the terms hereof; and

**"Transfer"** means:

- (d) an assignment, sale, conveyance, disposition, sublease, pledge, hypothecation, mortgage, charge, security interest or other encumbrance of this Agreement or the Project or any part thereof, or any other arrangement under which the interest of a Party in and to this Agreement or the Project becomes security for any indebtedness or other obligation;
- (e) any transaction or occurrence whereby the rights of a Party under this Agreement or to the Project, or to any part thereof, are transferred or otherwise disposed of; and
- (f) a transfer or issue by sale, assignment, request, inheritance, transmission on death, mortgage, charge, security interest, consolidation, subscription, operation of law or other disposition, or by liquidation, merger or amalgamation, of all or any of the shares of or interest in a Party, or any agreement or arrangement, or any other act, as a result of which a Party becomes Controlled, directly or indirectly, by a different person or persons from the person or persons that Controlled the Party in question, directly or indirectly in any manner whatever, immediately before any such transaction or occurrence,

but in each and all of the foregoing cases excludes, for greater certainty, all Permitted Encumbrances;

## **1.2 References**

Except as otherwise specifically indicated, all references to Article and Section numbers refer to Articles and Sections of this Agreement and all references to Schedules refer to the Schedules attached hereto. The words "herein", "hereof", "hereunder", "hereinafter" and words of similar import refer to this Agreement as a whole and not to any particular Article or Section hereof.

### **1.3 Number and Gender**

Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

### **1.4 Business Days**

If any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be made or taken on the next Business Day. For greater certainty, the Parties acknowledge that the operations of the Athletics and Recreation Centre and the Services set out herein in relation thereto are required on an ongoing basis and not limited to Business Days.

### **1.5 Calculation of Interest**

In calculating interest payable under this Agreement for any period of time, the first day of such period shall be included and the last day of such period shall be excluded. Interest shall accrue from day to day on the basis of a 365 day year, for the actual number of days elapsed it should be compounded semi-annually. Where the calendar year of calculation contains 366 days, each rate of interest herein shall be expressed as a yearly rate for purposes of the *Interest Act* (Canada) as such rate multiplied by 366 and divided by 365.

### **1.6 Statute References**

Any reference in this Agreement to any Applicable Law or other statute or any section thereof shall, unless otherwise expressly stated, be deemed to be reference to such Applicable Law statute or section as amended, restated and/or re-enacted from time to time.

### **1.7 Interpretation**

The interpretation of this Agreement shall not permit a revenue, expense, liability, recovery, receipt, payment, reserve or reimbursement to be duplicated.

### **1.8 Currency**

All references to money herein are references to lawful money of Canada.

### **1.9 Headings**

The headings of any Article, Section or part thereof are inserted for purposes of convenience only and do not form part hereof.

### **1.10 Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

### **1.11 Schedules**

The following Schedules are attached hereto and are incorporated in and are deemed to be an integral part of this Agreement:

Schedule 1:	Athletics and Recreation Centre and Athletics and Recreation Lands Site Plan
Schedule 2:	Dispute Resolution Procedures

## **ARTICLE 2** **APPOINTMENT OF ALGONQUIN**

### **2.1 Appointment**

Subject to the terms and conditions of this Agreement, the SA hereby appoints and retains Algonquin for and during the Term to perform, with respect to the Project, all services and duties which are the responsibility of Algonquin pursuant to this Agreement. Algonquin hereby accepts such appointment and agrees for and during the Term to perform, in respect of the Project, all services and duties which are the responsibility of Algonquin pursuant to this Agreement.

## **ARTICLE 3** **DUTIES OF ALGONQUIN**

### **3.1 Duties of Algonquin**

In consideration of the Property Maintenance Fee, Algonquin shall carry out the following duties throughout the Term of this Agreement, through engagement, direction and supervision of personnel (whether employees of the College or third party contractors engaged or to be engaged by the College), as would a reasonable and prudent owner and at not less than the standard of such services as Algonquin otherwise provides generally for its own lands, buildings and equipment on the Campus:

- (a) To cause the proper maintenance and property management of the Project and all part thereof in accordance with prudent practices of an owner no less stringent than Algonquin provides for its own properties on the Campus;

To carry out physical inspections of the Project from time to time, including (i) periodic visual inspection in the course of the performance of ongoing maintenance services hereunder and to promptly report to the SA any material issues noted from time to time; (ii) inspections, as would be performed by a reasonable and prudent owner and at not less than the standard of such services as Algonquin otherwise provides generally for its own lands, buildings and equipment on the Campus, including provision by Algonquin to the SA promptly upon completion thereof of written reports relating thereto;

- (b) To undertake such maintenance and make or cause to be made such repairs to base building components of the Athletic and Recreation Centre such as but not limited to the building shell, finished floors, exterior walls, all interior walls (whether core or demising walls or otherwise), finished walls and ceilings complete with lighting,



and other building systems of the Project consistent with the designed function and planned general use of the Project including, as an example, exterior window coverings and primary identification signage and including the portions of the Pedestrian Link including an elevator where the Pedestrian link joins with and forms part of the Project. For greater certainty, for the purposes of clarity, only such parts of the Pedestrian Link as are included in and form part of the building that is the Athletics and Recreation Centre shall be constituted as part of the services for which the Property Maintenance Fee shall apply. The foregoing maintenance and repairs shall be at the SA's cost and expense, as may be necessary to maintain the Project, and those parts of the Pedestrian Link and the elevator providing access thereto that form part of this Agreement as noted above, as well as all FF&E and other equipment therein in accordance with manufacturer's instructions of which the College is made aware in writing from time to time, in a state of repair as befits well-managed and maintained athletic and recreational accommodations of a similar type, including repairs which are structural or capital in nature and in particular shall:

- (i) do or cause to be done all such things which are necessary and/or prudent to ensure compliance by SA and Algonquin and the tenants, subtenants and licensees with all of the terms and conditions of all Applicable Law, Insurance Requirements and all leases with tenants of premises in the Project;
- (ii) arrange for and supervise adequate security and policing of, at and on properties contiguous to the Project for physical protection and, when necessary, arrange for the control of vehicular and pedestrian access and egress at the Project and on all contiguous properties for which such access and egress is required in order to access and egress the Project, all as approved by SA, acting reasonably; and
- (iii) perform and, where desirable, contract for all things reasonably necessary for the proper and efficient maintenance of the Project building services and performance of every other reasonable act whatsoever in or about the Project to carry out the intent of this Agreement;

For clarity, the College shall not be responsible for performing any maintenance, repair or replacement with respect to the Excluded Equipment and the SA agrees to be responsible for same, at its sole cost and expense.

- (c) To make or permit to be made such replacements, alterations or substitutions to any portion of the Project in lieu of repairing the same, provided that the approval of the SA, in its sole discretion, shall be first obtained in respect of any such changes to the concept design, site plan, Project plans and/or development schedule required in connection therewith and provided that such replacements, alterations or substitutions shall not materially change the scale or character of the Project or negatively affect utility consumption or impair or weaken the structure, structural integrity or mechanical or electrical systems of the Project or necessitate the closing of the Project after the date hereof or affect the integration or operation of the

Project of such part of Algonquin's lands on the Campus necessary for access to and egress from the Project. All alterations or other work undertaken by or for Algonquin shall be done in compliance with the terms of this Agreement and once begun shall be carried out diligently to completion and be performed in all respects in accordance with Applicable Law and Insurance Requirements. For greater certainty, Algonquin shall provide for the repair in accordance manufacturer's instruction and specifications of which Algonquin is aware, and subject to the SA's consent above, replacement, alteration or substitutions of any FF&E and other equipment installed on and within the Project ;

- (d) To cause the Project to be kept and maintained in the same state of cleanliness as a reasonable and prudent owner would and to purchase all necessary cleaning materials and other supplies and procure all contracts required for this purpose;
- (e) Where necessary so as to comply with any and all regulations and requirements of the insurers of the Project, or all regulations and requirements of boards of health, police and fire departments, or any other Authority relating to the Project, or to ensure that there are no material negative impacts on the structure or systems of the Project, to arrange for and oversee the making of repairs and replacements to FF&E in accordance with manufacturer's instructions or directives of which Algonquin is made aware in writing.;
- (f) To cause the procurement, whether by rental or otherwise, of all equipment and services (including, without limitation, utilities and appropriately qualified servicing applicable to specialized equipment) necessary or desirable to perform the services set out herein with respect to the maintenance, operation and repair of the Project and all FF&E and other equipment therein;
- (g) To cause to be paid all bills as they become due incurred in the operation of the Project, including wages and other remuneration and compensation of all employees and other personnel of the College and contractors required for the provision of the foregoing services and such other wages, insurance premiums, common expense, costs of decoration, costs of repairs and other operation expenditures incurred in the operation of the Project and not otherwise provided for in this Agreement;
- (h) To cause to be kept and maintained such insurance as required to be maintained by Algonquin under the terms herein;
- (i) To cause the information technology systems (including all hardware, software, voice / data / networking and AV cabling systems situated within the Project from time to time) to be managed and updated in accordance with the College's information management policies evergreening and maintenance schedules and to provide full access thereto to the SA from within the Project, including without limitation, connectivity to the information technology network, systems and software, and hardware relating thereto situate within the Project, that are used and by the College (such as, but not limited to, student card media systems, access control point hardware and access to related software and data therefrom,

connectivity to meal plan media and software, etc.) for the purposes of facilitating access to and operation of and the user experience within the Project;

- (j) To provide three (3) dedicated vehicle parking spaces for the SA's use directly adjacent to the Project for an annual fee payable by the SA to Algonquin equivalent to the "Silver Parking Pass" rate on the Campus; and
- (k) To retain the keys to all locks and electronic access mechanisms for all doors within the Project,

together with those other duties, responsibilities and obligations that may be agreed upon between SA and Algonquin from time to time during the Term.

### **3.2 Scheduling of Services and Shutdowns**

The College and the SA shall cooperate in the scheduling of services provided hereunder. The Parties shall engage in periodic meetings and consultations with respect to the provision of ongoing and periodic maintenance and services for the purposes of ensuring that the ongoing maintenance and services provided by the College hereunder do not adversely impair or effect the operations of the SA at the Athletics and Recreation Centre. To the extent the Parties have any issues or concerns with respect to the proposed scheduling of the services to be provided by the College, the Parties shall promptly meet for the purposes of resolving any scheduling concerns, both Parties acting reasonably.

The College shall provide advance written notice to the SA of proposed ongoing and periodic maintenance and other services hereunder, provided that the foregoing shall not apply to an unplanned shutdown beyond the control of the College as described below in respect of which the College shall use best efforts to provide notice to the SA on a timely basis.

The Parties acknowledge that in order to maintain the infrastructure of the College's Ottawa campus, the College shall have the right to implement pre-scheduled weekend shutdowns. Prior to implementing any pre-scheduled weekend shutdowns, the College shall consult with the SA with respect to the preferred timing and arrangement of such shutdown. The College shall use its best efforts to provide notice to the SA on a timely basis of any pre-scheduled weekend shutdown. The SA acknowledges that these shutdowns may affect power, district heating and cooling, potable water and sewage infrastructure for the Project. The College will maintain life safety systems (including alternative generators) within these shutdown periods and shall endeavour to restore all regular power, heating and cooling, potable water and sewage infrastructure promptly following any such shutdown. In consultation with the College, the SA agrees: (i) to use reasonable commercial efforts to schedule activities and offerings at the Project so as not to interfere with such shutdowns; and (ii) any additional requirement from the SA to maintain the operation of the Project during these shutdowns will be at the cost of the College.

In the event of an unplanned shutdown which is beyond the control of the College, the College shall use best efforts to provide notice to the SA on a timely basis and shall engage the SA in order to accommodate all reasonable requests from the SA in connection with such unplanned shutdown.

### **3.3 Campus-Wide Implementation**

With respect to the provision of the services and other obligations of the College set out in this Agreement, the College shall include the Project in any campus-wide improvements, alteration or measures, such as inclusion in arrangements with energy service companies for energy saving measures; provided, however, that the SA is provided advance notice of and consultation with respect to such implementations and best estimates available as to the applicable costs as they may be reflected in the Property Maintenance Fee from time to time. The SA acknowledges, subject to compliance with the foregoing, that the Project may be so included and will comply with the terms imposed by the College as a result of such improvements, alterations or measures.

### **3.4 Maintenance, Alteration and Improvement of Adjacent Property**

The College shall maintain and use lands and facilities that are contiguous to the Athletics and Recreation Lands (“**Adjacent Properties**”) for the same use and in the same condition as such Adjacent Properties exist upon completion of the Athletics and Recreation Centre, all in accordance with the Final Plans and Specifications. Prior to making any changes or alterations that would alter the design, appearance, or use of any of the Adjacent Properties, the College and the SA shall consult for the purposes of ensuring that the intention of the Parties in constructing the Athletics and Recreation Centre is maintained, provided that no such alterations or changes may be made without the SA’s express written consent, both Parties acting reasonably. It is acknowledged that the College has the right to make alterations, renovate, construct other buildings, structures, or additions or make improvements to the Ottawa Campus of the College, or remove or demolish any part of any structure forming part of such Campus.

## **ARTICLE 4** **PROPERTY MANAGEMENT FEE AND SERVICE FEE**

### **4.1 Property Maintenance Fee and Service Fee**

The SA shall pay Algonquin throughout the Term a property management and maintenance service fee (the “**Property Maintenance Fee**”) in respect of all of Algonquin’s express duties hereunder as at the date hereof, as of the commencement of the Term, based on the services required to be and actually rendered by Algonquin hereunder. Algonquin expressly commits that, in addition to Algonquin’s internal costs in providing the services as required by Algonquin herein, it will incur all direct and third party costs associated with providing the services. Algonquin will also ensure that any identifiable third party costs which it incurs specifically in relation to the services hereunder and that ultimately forms part of the Property Maintenance Fee will be included at the Direct Cost of the supply.

The College agrees to consult with the SA on a periodic basis for the purposes of discussing the Property Maintenance Fee and the allocation of Direct Costs as they relate to the Athletics and Recreation Centre. The Parties will endeavor to allocate the Direct Costs of services hereunder directly to the Athletics and Recreation Centre (which may be achieved by way of, for example but without limitation, separate meters for electricity and gas consumption and separate cleaning and security services).

Algonquin shall be entitled at any time once per contract year during the Term during the month of September, upon at least thirty (30) days' notice to the SA to require the SA to pay to Algonquin monthly, an amount equal to one-twelfth (1/12) of the amount estimated by Algonquin to be the amount of the Property Maintenance Fee for such year. Algonquin shall be entitled subsequently not more than once during such ensuring year, upon at least thirty (30) days' notice to the SA, to revise its estimate of the amount of the Property Maintenance Fee, subject to providing in such notice the basis and rationale for such revision and otherwise in compliance with the terms of this Agreement, and the said monthly instalment shall be revised accordingly. All amounts received under this provision in any year on account of the estimated amount of the Property Manage Fee shall be applied in reduction of the actual amount of the Property Maintenance Fee for such year. Within not less than thirty (30) days following each period October 1<sup>st</sup> to September 30<sup>th</sup> during the Term, Algonquin shall deliver to the SA a written statement setting out the actual Property Maintenance Fee for the applicable period for which estimated payments have been made calculated on the basis of the College fiscal year ending March 31<sup>st</sup>. If the amount received is less than the actual amount of the Property Maintenance Fee for such year, the SA shall pay any deficiency to Algonquin within fifteen (15) days following receipt by the SA of notice of the amount of such deficiency if otherwise undisputed. If the amount received is greater than the actual amount of the Property Maintenance Fee, Algonquin shall refund the excess to the SA within fifteen (15) following delivery or the date on which delivery was required to be made with respect to the SA above with respect to the actual amount of the Property Maintenance Fee. Algonquin will maintain and make available to the SA supporting documentation that all third party costs that are part of the Property Maintenance Fee were included at their Direct Cost.

The Property Maintenance Fee is exclusive of GST/HST, if applicable. Algonquin represents that to the best of its knowledge that the single supply of the Property Maintenance Fee should be an exempt supply for GST/HST purposes, as a service provided by a public institution pursuant to Section 2, Part VI, Schedule V of the ETA.

## **ARTICLE 5**

### **DAMAGE OR DESTRUCTION**

#### **5.1 Repair and Replacement by the SA**

In the event of damage to or destruction of the Athletics and Recreation Centre, the SA shall either replace the portion of such facility destroyed with a new structure or repair or reconstruct such portion of the Athletics and Recreation Centre. Any such replacement, repair or reconstruction of the Athletics and Recreation Centre or any part thereof shall be commenced diligently and as soon as reasonably possible (having regard to the circumstances at such time) after such damage or destruction has occurred, and shall be substantially to the scale and character of the structures damaged but after allowing the changes necessitated by then current technology and construction practices. To the extent property damage insurance for any facility is maintained directly by Algonquin, Algonquin agrees that Algonquin shall take all steps necessary to allow the SA to perform its obligations to replace or repair as set out herein including providing proceeds of insurance received directly by Algonquin to the SA to be used to perform such obligations.

#### **5.2 Repair or Replacement by Algonquin**

If the SA, in Algonquin's reasonable opinion, does not commence the replacement, repair and/or reconstruction of any facility as required by Section 5.1 or, having commenced the same, does not carry out the same diligently to completion, Algonquin may, upon reasonable prior Notice to the SA, do so, and for any such purposes Algonquin shall have a right of entry upon such facility. If Algonquin exercises its rights under this Section, the SA shall employ the proceeds of insurance for such purpose.

## **ARTICLE 6** **INSURANCE**

### **6.1 SA Insurance**

The SA covenants and agrees with Algonquin that:

- (a) During the Term, immediately upon the Commencement Date and thereafter during the Term, the SA shall:
  - (i) **Property Insurance**: insure or cause to be insured the Athletics and Recreation Centre (and keep the same or cause the same to be kept insured), on an "All Risks" basis, in an amount not less than the full Replacement Cost including replacement cost of foundations and footings, and shall provide for the cost of professional fees necessitated by such replacement. All risks coverage shall include but is not limited to the perils of fire, explosion, impact by aircraft or vehicles, lightning, riot, vandalism or malicious acts, smoke, leakage from fire protection equipment, windstorm or hail, sewer back-up, flood and other perils now or hereafter from time to time embraced by or provided for in an insurance policy with "all risks" coverage. Property Insurance shall cover increased cost arising from the implementation of By-laws including the increased cost of construction, cost of demolition (and debris removal) of the undamaged portion and the resultant loss of profits or rental income;
  - (ii) **Earthquake or Collapse**: insure or cause to be insured the Athletics and Recreation Centre (and keep the same or cause the same to be kept insured) against loss or damage by earthquake or collapse in an amount not less than the full Replacement Cost including the replacement cost of foundations and shall provide for the cost of professional fees necessitated by such replacement;
  - (iii) **Comprehensive Broad Form Equipment Breakdown (Boiler and Machinery)**: insure or cause to be insured all mechanical, electrical and control equipment defined in a standard comprehensive boiler and machinery policy against accidents as defined therein, to the extent not covered by the insurance referred to in Section 6.1(a)(i) above;
  - (iv) **Business Interruption Insurance and Loss of Rental Income**: insure on a gross profits basis and gross rents form, in an amount sufficient to cover 100% of the loss of revenues, fees, levies and rents of not less than 12 months;

- (v) **General Liability:** insure and maintain (or cause to be insured and maintained) comprehensive general liability insurance on an occurrence basis (except for employee benefits liability which is insured on a claims' made basis) against claims for bodily injury, death or property damage suffered by others arising out of all operations relating to the Athletics and Recreation Centre, for a limit of not less than five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) in the aggregate. Algonquin shall be added as "Additional Insured" to the policy which shall provide for defence and indemnity for any claims arising from the operations of the SA. The policy shall provide for cross-liability and severability of interests.

The following coverages shall be included under the General Liability:

- (i) Non-owned Automobile Liability;
- (ii) Limited Environmental Liability up to \$25,000 for Sudden and Accidental Release of a Contaminant;
- (iii) Employer's Liability.
- (iv) Tenant's Legal Liability;
- (v) Employee Benefits Liability;
- (vi) Host Liquor Liability;
- (vii) Advertising Liability.

Notwithstanding anything to the contrary, Algonquin and the SA acknowledge that Algonquin's obligation to obtain insurance coverage as set out under this Section shall be off-set or waived to the extent of the SA's obligation to obtain or cause to be obtained any of such insurance by a third party pursuant to the Collateral Agreements. No duplication or double coverage is intended.

- (vi) Policy limits shall be reviewed by Algonquin and the SA in accordance with the foregoing requirements periodically at the request of either Algonquin or the SA, limiting regular review to not be more frequent than once every two years during the Term, unless there is a specific reason to do so. If the parties fail to agree as to the insurance limits, such matter may be submitted for resolution pursuant to the dispute resolution provisions of this Agreement; and
- (vii) Other Insurance Policies: insure and maintain (or cause to be insured and maintained):
- (A) during any reconstruction (including demolition) or any redevelopment of the Athletics and Recreation Centre and



substantial replacement or substantial repair of any part thereof, "Builders' Risk insurance" with respect to the Athletics and Recreation Centre and any materials and equipment related thereto protecting Algonquin, the SA, and all contractors and sub-contractors, in an amount not less than the full Replacement Cost of the Athletics and Recreation Centre with provisions for delayed opening and shall make provision for partial occupancy;

- (B) during reconstruction or any redevelopment of the Athletics and Recreation Centre and substantial replacement or substantial repair of any part thereof and for such period thereafter as shall be customary for properties of similar scope and size as the Athletics and Recreation Centre (having regard to other insurance in force), Wrap-up Liability insurance which shall include non-owned automobile liability, for a period of 24 months with respect to the Athletics and Recreation Centre protecting Algonquin, the SA, and all contractors and sub-contractors, in an amount not less than ten million dollars (\$10,000,000) per occurrence and in the aggregate, or such greater amount as Algonquin may reasonably require; and
  - (C) such other insurance with respect to the Athletics and Recreation Centre, in such amounts, with respect to such risks and such exclusions as may be customarily effected and maintained by prudent owners or operators of properties in Ontario of similar scope and size as the Athletics and Recreation Centre (or as the College may, at its cost, reasonably request be effected and maintained), and as may be required pursuant to the Ground Lease or the Collateral Agreement;
- (b) Co-Insurance: if any policies for such insurance shall contain any co-insurance clause, it shall be a "Stated Amount" co-insurance clause, or subject to a Limit of Loss, and the SA shall maintain at all times a sufficient amount of such insurance to meet the requirements of any such co-insurance clause so as to prevent the SA from becoming a co-insurer under the terms of such policy or policies and to permit full recovery up to the amount insured in the event of loss;
  - (c) Approvals: all such insurance shall be on terms from time to time approved by Algonquin, acting reasonably and shall be placed with insurers selected by the SA and approved by Algonquin, acting reasonably. All policies shall be primary, non-contributing with, and not in excess of, any other insurance obtained by the SA for its other operations;
  - (d) Non-Cancellation by the Insurer: each of the policies for such insurance will contain an agreement by the insurer to the effect that it will not cancel or materially alter such policy or permit it to lapse, as a result of any unintentional act, neglect or omission. In the event that a policy is cancelled due to reasons of non-payment or material changes in risk, the insurer shall provide Algonquin with 30 days' prior written notice by registered mail;



- (e) Premiums: the SA shall duly and punctually pay all premiums and other sums of money payable for maintaining any such insurance as aforesaid and in any event will not permit the payments under such policy or policies to be in arrears;
- (f) Proceeds: the SA shall cause any and all policies of insurance to be written to include Algonquin as an additional insured and loss payee, with rights to the proceeds of the policies of insurance;
- (g) Evidence: upon execution of this Agreement and within the first 30 days of each annual policy renewal, including endorsed changes to any policy documents, the SA shall provide Algonquin with copies of all policy documents and certificates of insurance required under Section 6.1;
- (h) The SA shall advise Algonquin of any cancellation, material alteration or lapse of any policies of insurance required to be provided hereunder. If the SA fails to effect and to keep any such required insurance in force, and if the SA does not rectify such situation within five (5) Business Days after Algonquin gives Notice to the SA requesting it to do so, Algonquin shall have the right, without assuming any obligation in connection therewith, to effect such insurance at the cost of the SA and all outlays by Algonquin shall be immediately payable by the SA to Algonquin as Rent, without prejudice to any other rights and recourses of Algonquin hereunder. No such insurance taken out by Algonquin shall relieve the SA of its obligations to insure hereunder and Algonquin shall not be liable for any loss or damage suffered by the SA in connection therewith;
- (i) Repair and Replacement: the proceeds of all policies of insurance related to property damage or destruction shall be applied to the repair, replacement, rebuilding and/or restoration of the property damaged or destroyed;
- (j) Insurers: all Insurers must have an A. M. Best Rating of A- or better.

## 6.2 Algonquin Insurance

Algonquin covenants and agrees with the SA that during the Term, immediately upon the Commencement Date and thereafter during the Term, the College shall:

- (a) **General Liability:** insure and maintain (or cause to be insured and maintained) comprehensive general liability insurance on an occurrence basis (except for Employee Benefits Liability which is insured on a Claims' made Basis) against claims for bodily injury, death or property damage suffered by others arising out of any use of or occurrence upon Athletics and Recreation Lands, for a limit of not less than five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) in the aggregate. The SA shall be added as "Additional Named Insured" and the lenders shall be added as "Additional Insureds" to the policy which shall provide for defense and indemnity for any claims arising from the operations of Algonquin. The policy shall provide for cross-liability and severability of interests.

The following coverages shall be included under the General Liability:

- (i) Non-owned Automobile Liability;
- (ii) Limited Environmental Liability for Sudden and Accidental Release of a Contaminant;
- (iii) Employer's Liability.
- (iv) Tenant's Legal Liability;
- (v) Employee Benefits Liability;
- (vi) Host Liquor Liability;
- (vii) Abuse; and
- (viii) Advertising Liability.

Policy limits shall be reviewed by the College and the SA in accordance with the foregoing requirements periodically at the request of either the SA or the College, limiting regular review to not be more frequent than once every two years, unless there is a specific reason to do so. If the parties fail to agree as to the insurance limits, such matter may be submitted for resolution pursuant to the dispute resolution provisions of this Agreement; and

Notwithstanding anything to the contrary, Algonquin and the SA acknowledge that Algonquin's obligation to obtain insurance coverage as set out under this Section shall be off-set or waived to the extent of Algonquin's obligation to obtain or cause to be obtained any of such insurance by a third party manager pursuant to the Collateral Agreements. No duplication or double coverage is intended.

- (b) **Co-Insurance:** if any policies for such insurance shall contain any co-insurance clause, it shall be a "Stated Amount" co-insurance clause, or subject to a Limit of Loss, and the College shall maintain at all times a sufficient amount of such insurance to meet the requirements of any such co-insurance clause so as to prevent the College from becoming a co-insurer under the terms of such policy or policies and to permit full recovery up to the amount insured in the event of loss;
- (c) **Approvals:** all such insurance shall be on terms from time to time approved by the SA, acting reasonably, and shall be placed with insurers selected by the College and approved by the SA, acting reasonably, and by the lenders. All policies shall be primary, non-contributing with, and not in excess of, any other insurance obtained by the College for its other operations;
- (d) **Non-Cancellation:** each of the policies for such insurance will contain an agreement by the insurer to the effect that it will not cancel or materially alter such policy or permit it to lapse, including as a result of any unintentional act, neglect or omission. In the event that a policy is cancelled due to reasons of non-payment of

material changes in risk, the insurer shall provide the SA and the lenders with 30 days' prior written notice by registered mail;

- (e) **Premiums:** the College shall duly and punctually pay all premiums and other sums of money payable for maintaining any such insurance as aforesaid and in any event will not permit the payments under such policy or policies to be in arrears;
- (f) **Evidence:** the College will produce to the SA at the beginning of each policy year evidence of payment of all premiums and other sums of money payable for maintaining such insurance, and shall deposit promptly with the SA copies of every policy of, and renewal certificate for, such insurance and deposit with the lenders' agent certificates evidencing such insurance;
- (g) **SA's Right to Insure:** the College shall advise the SA of any cancellation, material alteration or lapse of any policies of insurance required to be provided hereunder. If the College fails to effect and to keep any such required insurance in force, and if the College does not rectify such situation within five (5) Business Days after the SA gives Notice to the College requesting it to do so, the SA shall have the right, without assuming any obligation in connection therewith, to effect such insurance at the cost of the College and all outlays by the SA shall be immediately payable by the College to the SA, without prejudice to any other rights and recourses of the SA hereunder. No such insurance taken out by the SA shall relieve the College of its obligations to insure hereunder and the SA shall not be liable for any loss or damage suffered by the College in connection therewith; and
- (h) **Insurers:** all Insurers must have an A. M. Best Rating of A- or better.

## **ARTICLE 7**

### **OPERATION OF THE ATHLETICS AND RECREATION CENTRE**

#### **7.1 End of Term Obligations**

At the end of the Term, whether by forfeiture, termination, effluxion of time or otherwise, the SA shall surrender the Athletics and Recreation Centre in the condition in which it is required to be kept under the provisions of this Agreement, except as herein otherwise expressly provided or as expressly provided in any other agreement between the parties. Any property interest held by the SA in any such facilities shall at such time vest in Algonquin. At the end of the Term the parties will prorate, adjust, apportion and allow between themselves any fees or other amounts payable hereunder.

#### **7.2 Name of Athletics and Recreation Centre**

The SA will have the right to determine the name to be used for the Athletics and Recreation Centre, subject to prior written notice to and consultation with and approval by Algonquin not less than sixty (60) days prior to any implementation or general announcement of same.

### **7.3 Alterations, Additions and Improvements**

The SA, at its sole cost and expense, shall have the right to install and to make or request that the College perform as part of the services hereunder any and all repairs to any FF&E, as well as alterations and improvements, including partitions and floor coverings that the SA may deem necessary for the proper conduct of its business or those of any permitted licensee, assignee or subtenant, and the SA shall provide notice thereof to the College as such alterations, additions or improvements may be effected from time to time to the extent performed other than by the College hereunder.

The following provisions shall apply:

- (a) the SA shall deliver to the College information setting out the required alterations, additions and improvements for its consent and approval;
- (b) such alterations, additions and improvements shall conform to the policies and guidelines and technical standards established by the College in effect from time to time with respect to quality and access;
- (c) in the event performed other than by the College hereunder, the SA shall be solely responsible for all costs and expenses of designing, developing and constructing the alterations, additions and improvements (but excluding any salaries payable to College employees);
- (d) the services or the servicing systems that provide any service to any portion of the Project shall not be unduly disturbed, interfered with, interrupted or damaged, the tolerances' maximum capacities of such services or servicing systems shall not be exceeded, and the demand or load reasonably expected to be placed on any such services or servicing system as a result of such improvements shall not reduce or otherwise impair the availability or continued use and enjoyment of such service or servicing system to the balance of the Project;
- (e) the alterations, additions and improvements, both during construction and upon completion, shall comply at all times with the provisions of all Applicable Law;
- (f) adequate measures shall be taken so that any noise or vibration resulting from the performance of the alterations, additions and improvements or any interference or loss of use and enjoyment caused to the Project, or any interference caused to the pedestrian or vehicular access and egress from any portion of the Project, is reduced to and maintained at all times at reasonable levels;
- (g) the alterations, additions and improvements shall not result, directly or indirectly, in the cancellation or threat of cancellation of any insurance policy maintained by the Parties; if the alterations, additions and improvements result in an increase in the premium cost of any insurance policy placed by or on behalf of the Parties, the Party performing the alterations, additions and improvements shall pay or reimburse the other Parties for such increase;

- (h) the alterations, additions and improvements shall be performed diligently and as expeditiously as possible in the circumstances;
- (i) any portions of the Project or the Campus adjoining the alterations, additions and improvements, shall be restored to the same condition as existed prior to the commencement of such alterations, additions and improvements, or as close thereto as reasonably possible; and
- (j) the Party or Parties performing the alterations, additions or improvements shall be solely responsible for vacating promptly any and all construction liens registered against the Project arising out of or in connection with such alterations, additions or improvements and shall indemnify and save harmless the other Party with respect to any claims by any person pursuant to the *Construction Act* arising out of or in connection with such alterations, additions or improvements.

#### **7.4 Signage**

Algonquin and the SA will work together to select and install any operational signage associated with the Athletics and Recreation Centre and any new pylon sign associated therewith, including whether such signage must bear the name of Algonquin. All directional signage provided by the parties for the Athletics and Recreation Centre, must comply with Algonquin's rules and policies for directional signage at the College and with all Applicable Law.

#### **7.5 Self-Help**

In addition to any other remedy available to Algonquin, if an event of default shall have occurred and be continuing on the part of the SA under this Agreement after due notice and lapse of time under any cure period if applicable, or in the event of an emergency requiring immediate access or repairs to the Project, Algonquin shall have the right to enter the Athletics and Recreation Centre as on behalf of the SA to undertake repairs (whether such repairs are the obligations of Algonquin or the SA) or, in the event of a default as aforesaid, take possession of any property of the SA on or within the Athletics and Recreation Centre, to store such property at the expense and risk of the SA as may be reasonably required following reasonable written notice to the SA; provided that the SA shall remain liable for any deficiency to Algonquin.

### **ARTICLE 8 INDEMNITIES**

#### **8.1 By SA**

SA shall indemnify and save harmless Algonquin from any and all Claims whatsoever arising during the Term out of any breach, violation or non-performance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed or performed by SA pursuant to this Agreement, except to the extent that such Claims are due to the breach, violation or non-performance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed or performed by Algonquin pursuant to this Agreement and/or the negligence or wrongful acts or omissions of Algonquin or Persons for whom it is in law responsible.

Notwithstanding anything to the contrary in this Agreement, Algonquin acknowledges and agrees that:

- (a) the remedies, recourse or rights of Algonquin shall be limited to the SA and to the right, title and interest owned by the SA in and to all of the SA's personal property;
- (b) the SA's maximum aggregate liability for any and all claims and damages arising out of or related to this Agreement, whether arising in contract, tort, strict liability, statute or otherwise, shall not exceed the total value of this Agreement;
- (c) the limits of liability are exclusive as to all remedies and the liability cap shall not be increased under any circumstances; and
- (d) Algonquin expressly acknowledges and agrees to this limitation and will arrange for such additional insurance coverage as it may deem necessary.

## **8.2 By Algonquin**

Algonquin shall indemnify and save harmless the SA from any and all Claims whatsoever arising during the Term out of any breach, violation or non-performance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed or performed by Algonquin pursuant to this Agreement, except to the extent that such Claims are due to the breach, violation or non-performance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed or performed by the SA pursuant to this Agreement and/or the negligence or wrongful acts or omissions of the SA or Persons for whom it is in law responsible. For greater certainty, but subject to the general indemnity provisions above, any such Claims arising due to the inadequate or substandard performance by Algonquin of maintenance required to be provided by Algonquin as part of the services hereunder that results in premature wear and tear and results in additional capital expenditures required by the SA to replace equipment earlier than otherwise required will be the responsibility of Algonquin.

Notwithstanding anything to the contrary in this Agreement, the SA acknowledges and agrees that:

- (a) the remedies, recourse or rights of the SA shall be limited to the College and to the right, title and interest owned by the College in and to all of the College's personal property;
- (b) the SA unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of this Agreement, and agrees that it shall have no remedies, recourse or rights in respect of this Agreement against the Crown in right of Ontario, any Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown owns a majority of the shares or appoints a majority of the directors or members, other than the College and its assets;
- (c) the College's maximum aggregate liability for any and all claims and damages arising out of or related to this Agreement, whether arising in contract, tort, strict liability, statute or otherwise, shall not exceed the value of the Athletics and

Recreation Lands and any improvements thereon (including, but not limited to, the Athletics and Recreation Centre);

- (d) the limits of liability are exclusive as to all remedies and the liability cap shall not be increased under any circumstances; and
- (a) the SA expressly acknowledges and agrees to the above limitations and will arrange for such additional insurance coverage as it may deem necessary.

### **8.3 Indirect Damages**

Notwithstanding anything to the contrary contained herein, neither Party shall, under any circumstances, be liable to the other for any consequential, incidental, special or indirect damages arising out of or related to this Agreement or the transactions contemplated hereunder, even if either Party has been apprised of the likelihood of such damages. Algonquin and the SA make no warranties to the other and except as otherwise expressly set out herein each expressly disclaims any implied warranties hereunder.

## **ARTICLE 9 CONTRACTING SERVICES**

### **9.1 Contracting Duties To Third Parties**

Notwithstanding anything else in this Agreement to the contrary, the parties hereto acknowledge and agree that Algonquin shall be permitted to contract out all of its obligations under this Agreement with respect to the maintenance, repair and ongoing operation of the Project to any third party contractor(s), as determined by Algonquin, acting reasonably, without the consent of the SA; provided that, for greater certainty, any such contracting out shall not thereby release or be deemed to release Algonquin from any of its obligations hereunder and any Transfer shall be subject to the provisions of Article 10 below.

## **ARTICLE 10 TRANSFERS**

### **10.1 Transfers**

This Agreement is personal to the parties and may not be transferred or assigned by the College or the SA, as the case may be, other than as may be required or initiated by Applicable Law. This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

## **ARTICLE 11 DEFAULT AND REMEDIES**

### **11.1 Default by SA**

- (a) In any of the following events (each a “SA Event of Default”):

- (i) If the Property Maintenance Fee or any part thereof shall not be paid on any day when such payment is due, Algonquin may, at any time thereafter, give Notice of such failure to SA and if such failure is not remedied by SA within 20 Business Days after the giving of such Notice; or
- (ii) If SA shall fail or neglect in any material way to perform, observe or comply with any of the material terms, covenants or conditions contained in this Agreement (other than the covenants to pay the Property Maintenance Fee) on the part of SA to be performed, observed or complied with, Algonquin may, at any time thereafter, give Notice of such material failure or neglect to SA and SA:
  - (1) If the matter complained of in such Notice is capable of being remedied by the payment of money, has not corrected the matter complained of within a period of 20 Business Days after the giving of such Notice; or
  - (2) If the matter complained of in such Notice is not capable of being remedied by the payment of money, has not corrected the matter complained of within a period of 30 Business Days after the giving of such Notice, or if a period of more than such 30 Business Days is reasonably required to remedy, with reasonable diligence, the matters complained of in such Notice, has not forthwith commenced to remedy the same and diligently prosecute the remedying of the same to completion;
- (iii) If an Event of Insolvency shall have occurred with respect to SA; or
- (iv) The abandonment of the Project by SA, then Algonquin, at its option, may terminate this Agreement by Notice to SA, in which event such termination shall be effective immediately upon the delivery of such Notice.
- (b) All amounts which may from time to time become due from SA to Algonquin under any provision of this Agreement (including without limitation amounts due to reimburse Algonquin for the expense of remedying any default by SA or exercising its rights hereunder if a SA Event of Default shall have occurred) shall, if unpaid, be recoverable (together with interest thereon as provided in Section 5.2) as the Property Maintenance Fee, and Algonquin shall have all remedies in respect of their non-payment as in the case of a non-payment of the Property Maintenance Fee.

## **11.2 Default by Algonquin**

- (a) In any of the following events (each “**Algonquin’s Event of Default**”):
  - (i) If Algonquin shall fail or neglect in any material way to perform, observe or comply with any of the terms, covenants or conditions contained in this Agreement on the part of Algonquin to be performed, observed, or complied



with, SA may, at any time thereafter, give Notice of such material failure or neglect to Algonquin:

- (1) If the matter complained of in such Notice is capable of being remedied by the payment of money, has not corrected the matter complained of within a period of 20 Business Days after the giving of such Notice; or
  - (2) If the matter complained of in such Notice is not capable of being remedied by the payment of money, has not corrected the matter complained of within a period of 30 Business Days after the giving of such Notice, or if a period of more than such 30 Business Days is reasonably required to remedy, with reasonable diligence, the matters complained of in such Notice, has not forthwith commenced to remedy the same and diligently prosecute the remedying of the same to completion; or
- (ii) If an Event of Insolvency shall have occurred with respect to Algonquin; or
  - (iii) A breach of an obligation by Algonquin which has resulted in cancellation of insurance coverage where Algonquin has not prior to or concurrent with such cancellation replaced such coverage with comparable coverage or a breach of an obligation by Algonquin where there has been a notice of cancellation of insurance coverage which has not been cured and where Algonquin has not, within the period of time set out in such notice (or within 20 Business Days where no period is set out therein) replaced such coverage with comparable coverage or which is otherwise a breach of the obligations respecting insurance;

then SA, at its option, may terminate this Agreement by Notice to Algonquin, in which event such termination shall be effective immediately upon the delivery of such Notice.

- (b) Without limiting any other remedies SA may have arising out of this Agreement or at law in respect of any default in the performance of Algonquin's obligations under this Agreement, SA shall have the right, but not the obligation, in the case of any default and without termination of this Agreement, to cure or attempt to cure such default provided it has given reasonable prior Notice to Algonquin of such intention and Algonquin shall promptly reimburse to SA any expense incurred by SA in so doing and, if not reimbursed, the same may be set-off against the Property Maintenance Fee due to Algonquin, without prejudice to all other remedies available to SA at law or in equity.

**ARTICLE 12**  
**GENERAL**

**12.1**            **Dispute Resolution**

The parties hereto agree that any and all disputes arising between the parties with respect to the terms of this Agreement shall be settled to the extent possible by negotiation and mutual efforts, acting reasonably. The Parties hereto agree that any and all disputes arising between the parties with respect to the terms of this Agreement shall be resolved in accordance with Schedule 3 – Dispute Resolution Procedure attached hereto.

**12.2**            **Notices**

Any notice, demand, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if served personally upon an officer of the party for whom it is intended, or mailed by prepaid registered mail, return receipt requested, or sent by facsimile, and in the case of:

- (a)     Algonquin, addressed to it at:

The Algonquin College of Applied Arts and Technology  
1385 Woodroffe Avenue  
Ottawa, Ontario  
K2G 1V8

Attention:     Duane McNair, Vice President, Finance and Administration  
Email:            mcnaird@algonquincollege.com  
Fax No.:         613-727-7674

- (b)     the SA, addressed to it at:

1385 Woodroffe Avenue  
Room E114  
Ottawa, Ontario  
K2G 1V8  
Canada

Attention:     Jack Doyle, General Manager  
Email:            doylej@algonquincollege.com  
Fax No.:         613-727-7712

or to such other address or in care of such other officers as a party may from time to time advise to the other parties by notice in writing. The date of receipt of any such notice, demand, request, consent, agreement or approval, if served personally or by facsimile, shall be deemed to be the date of delivery thereof, or if mailed as aforesaid, the date of delivery by the postal authority.

**12.3 Further Assurances**

The SA and Algonquin and each of them shall and will at all times and from time to time hereafter and upon every reasonable written request to do so, make, do, execute, deliver and/or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be reasonably required to more effectually implement and carry out the true intent and meaning of this Agreement.

**12.4 Successors and Assigns**

All of the agreements, rights, privileges, obligations and duties contained in this Agreement shall be construed as covenants enuring to the benefit of, and being binding upon, Algonquin and the SA and their respective successors and permitted assigns, to the same extent as if such successors and assigns were herein named as original parties hereto, all to the end that this Agreement shall always bind the owner and holder of any interest in or to the Athletics and Recreation Lands.

**12.5 Amendment**

This Agreement may not be modified or amended except by instrument in writing of equal formality herewith signed by the parties hereto or by their successors and permitted assigns.

**12.6 Binding Effect**

This Agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns as limited in this Agreement.

**12.7 Counterparts**

This Agreement may be executed in facsimile and in several counterparts, each of which counterparts so executed shall constitute and be deemed to be an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore first written above.

**THE STUDENTS' ASSOCIATION OF  
THE ALGONQUIN COLLEGE OF  
APPLIED ARTS AND TECHNOLOGY  
CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

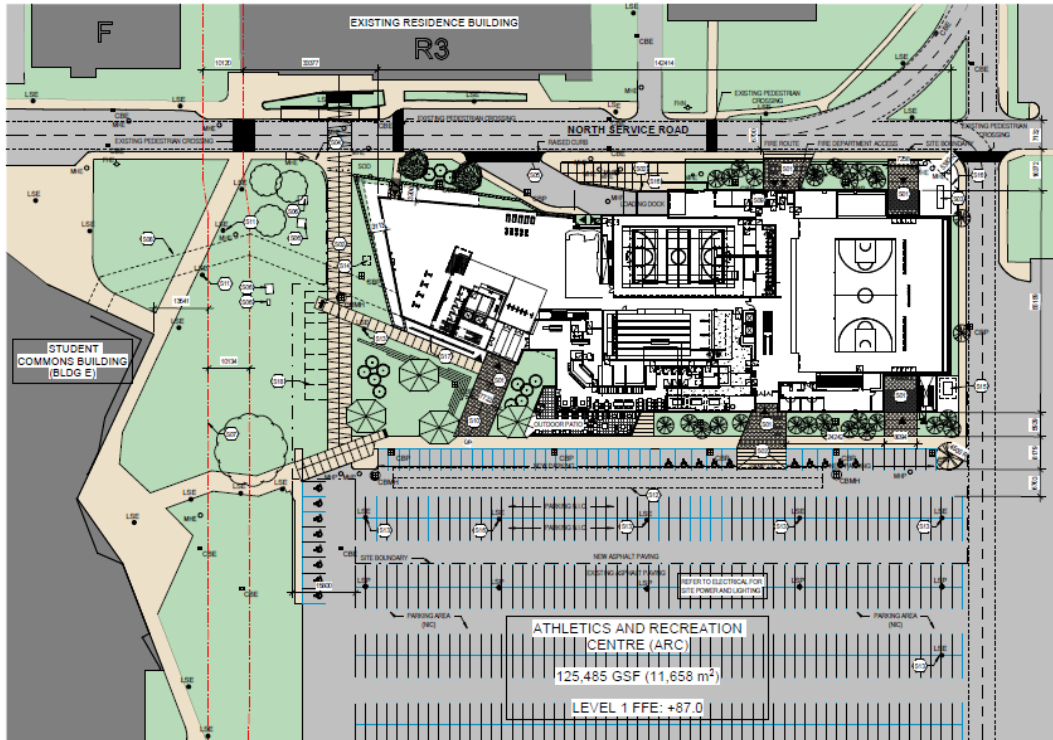
We have authority to bind the corporation.

**THE ALGONQUIN COLLEGE OF  
APPLIED ARTS AND TECHNOLOGY**

By: \_\_\_\_\_  
Name:  
Title:

SCHEDULE 1

**ATHLETICS AND RECREATION CENTRE AND ATHLETICS AND RECREATION LANDS SITE PLAN**



1 SITE PLAN  
1:500  
0 5 10 20 M

ATHLETICS AND RECREATION CENTRE (ARC)  
125,485 GSF (11,658 m<sup>2</sup>)  
LEVEL 1 FFE: +87.0

**SITE PLAN GENERAL NOTES**

LEGAL DESCRIPTION  
PART OF LOTS 34 & 35  
(CONVEYANCE - FORMAL FRONT)  
PIN 0483283  
GEOGRAPHIC TOWNSHIP OF NEPEAN  
CITY OF OTTAWA

OWNER  
ALGONQUIN COLLEGE  
136 WOODCROFT AVE  
OTTAWA, ON K2B 5P9

LAND USE CLASSIFICATION  
EDUCATIONAL, INSTITUTIONAL, POST SECONDARY

ZONING INFORMATION  
PART 7 - MAJOR INSTITUTIONAL ZONES SECTIONS 671 - 672

MINIMUM LOT WIDTH	NO MIN.	YES
MINIMUM LOT AREA	NO MIN.	YES
MINIMUM FRONT YARD SETBACK (M)	7.5	YES
MINIMUM REAR YARD SETBACK (M)	7.5	YES
MINIMUM INTERIOR SIDE YARD SETBACK (M)	7.5	YES
MINIMUM CORNER SIDE YARD SETBACK (M)	7.5	YES
MAXIMUM HEIGHT (M), WITHIN CORNER OF 15.2 (ZONED)	NO MAX.	YES
MINIMUM WIDTH OF LANDSCAPED AREA ALONG ALL LOT LINES (M)	3	YES

GROSS BUILDING AREA - PROPOSED BUILDING  
PROPOSED SITE FOOTPRINT AREA: 16,327 M<sup>2</sup> (174,827 SF)  
BUILDING FOOTPRINT: 7,396 M<sup>2</sup> (79,875 SF)

LOWER LEVEL: 3822+ (16,327 SF)  
LEVEL 1: 4854+ (16,327 SF)  
LEVEL 2: 3285+ (16,327 SF)  
MEZANINE: 725+ (7,707 SF)  
TOTAL: 11,658 M<sup>2</sup> (125,485 SF)

BUILDING HEIGHT - PROPOSED BUILDING  
STORY H: 7  
2 STOREYS + BASEMENT

SNOW REMOVAL  
SNOW WILL BE REMOVED FROM PROPOSED DEVELOPMENT SITE AND STORED AS PER COLLEGE OPERATIONS.

DATE  
THIS DRAWING BASED ON A SURVEY PREPARED BY STANTEC GEOMATICS LTD. DATED JUNE 30, 2016.

**SITE PLAN LEGEND**

BLDG TO REMAIN NOT INCLUDED IN THIS SCOPE OF WORK	MEH	EXISTING MAN HOLE
SITE BOUNDARY	MW	PROPOSED MANHOLE
BUILDING ACCESS	CB	EXISTING CATCH BASIN
EXISTING FIRE HYDRANT	CSB	PROPOSED CATCH BASIN
PROPOSED FIRE HYDRANT	CSBM	PROPOSED CATCH BASIN MANHOLE
EXISTING LIGHT STANDARD	GM	PROPOSED GAS METER
PROPOSED LIGHT STANDARD	T	PROPOSED TREE - REFER TO LANDSCAPE
PROPOSED FIRE DEPARTMENT CONNECTION		

**SITE PLAN KEYNOTES**

Key Note	Symbol	Description
01	[Symbol]	HATCH REGION INDICATES HEATED CLIP CONCRETE SIDEWALK
02	[Symbol]	CLIP CONCRETE SIDEWALK
03	[Symbol]	EXISTING OR PROPOSED HEATED CLIP CONCRETE SIDEWALK - REFER TO LEGEND
04	[Symbol]	MAINTAIN EXISTING CURB
05	[Symbol]	NEW PEDESTRIAN ACCESS MARKINGS
06	[Symbol]	EXISTING TRANSFER CORNER TO REMAIN
07	[Symbol]	RE-BUILD SANITARY EASEMENT
08	[Symbol]	EXISTING PEDESTRIAN LANE
09	[Symbol]	PROPOSED PEDESTRIAN LANE
10	[Symbol]	BARBER FERRY PEDESTRIAN RAMP @ 1:20
11	[Symbol]	RE-BUILD EXISTING LIGHT FIXTURES - REFER TO LEGEND
12	[Symbol]	DASHED LINE REPRESENTS BARRIERS FOR VISUAL ATTENTION (BAR) - REFER TO CIVIL
13	[Symbol]	REMOVE EXISTING LIGHT FIXTURES AND BURIED ELECTRICAL, AND PERMITTED DRIVE / FEED EXISTING ASPHALT FOR BURIED ELECTRICAL, AS REQUIRED
14	[Symbol]	REMOVE EXISTING PAVEMENT AND BURIED ELECTRICAL, AS PER ELATED DRIVE
15	[Symbol]	PROPOSED CURB RISE FOR CURB
16	[Symbol]	DASHED LINE REPRESENTS PROPOSED ARCHITECTURAL VISUAL SCREEN (DRY THICK WOODEN ALUMINUM PANEL @ 30-MINUTE RATED)
17	[Symbol]	PROPOSED SITE FURNITURE QUANTITY TO BE CONFIRMED
18	[Symbol]	EXISTING PAVING TO BE REMOVED - REFER TO CIVIL / LAND

APPROVED  REFUSED   
THIS DAY OF \_\_\_\_\_ 20\_\_

DERRICK MOODIE, MANAGER  
DEVELOPMENT REVIEW WEST  
PLANNING, INFRASTRUCTURE AND ECONOMIC DEVELOPMENT DEPARTMENT, CITY OF OTTAWA

**ALGONQUIN COLLEGE**  
Algonquin Students' ASSOCIATION

Project  
ATHLETICS AND RECREATION CENTRE (ARC)  
Prepared For  
ALGONQUIN STUDENTS' ASSOCIATION

City of Ottawa  
2811 Queenview Drive, Suite 300  
Ottawa, ON, K2B 8K2

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2811 Queenview Drive, Suite 300  
Ottawa, ON, K2B 8K2  
WSP  
CIVIL  
2811 Queenview Drive, Suite 300  
Ottawa, ON, K2B 8K2  
CSW Landscape Architects  
LANDSCAPE  
218 Huron Avenue, Suite 502  
Ottawa, ON, K1Z 0S9  
WSP  
SUSTAINABILITY  
2811 Queenview Drive, Suite 300  
Ottawa, ON, K2B 8K2

Key Plan

Professional Seal

**NOT FOR CONSTRUCTION**

No.	Description	Date
1	REVISED APPROVAL	2016/05/27

Drawn by: RS  
Checked by: AB / AM  
Project No:  
Sheet No:  
Sheet Title  
**SITE PLAN**

Original Drawing No. 11 - Civil - Main Content of PA Drawing  
Sheet Number  
**SPA-A01**

2016/05/27 3:07:18 PM

## SCHEDULE 2

### DISPUTE RESOLUTION

Algonquin College and the SA agree that any dispute arising between them with respect to the terms of this Agreement, the services hereunder or anything related thereto shall be resolved in accordance with this Schedule 2.

1. The SA and Algonquin College agree that at all times each of them shall make bona fide and good faith efforts to resolve by amicable negotiations any and all disputes arising between them on a without prejudice basis, and have all disputes resolved at the lowest level of management before engaging the dispute resolution process described below.
2. The SA and Algonquin College shall give verbal notice to the other Party of any dispute immediately upon becoming aware of a circumstance or situation giving rise to a dispute to the applicable person named in the notice provisions of the Agreement if such dispute has not been resolved or at the lowest level of management of each of the parties initiating and having the authority to resolve such dispute.
3. If the SA and Algonquin College are unable to resolve a dispute following verbal notice pursuant to paragraph 1 above within five (5) days of such verbal notice or such shorter period as may appropriate in the case of urgency, either Party may deliver to the other, a written notice of dispute (the “**Notice of Dispute**”), which Notice of Dispute shall initiate the dispute resolution process described in paragraphs 4 to 9 below, as applicable. The Notice of Dispute must expressly state that it is a notice of dispute, set out the particulars of the matter in dispute, describe the extent and value of the remedy or resolution sought by the party issuing the Notice of Dispute, describe the relevant provisions of the Contract Documents, and shall be signed by the party giving the Notice of Dispute.
4. On receipt of a Notice of Dispute, the SA and Algonquin College shall each promptly and diligently make all reasonable *bona fide* efforts to resolve the dispute. Each party shall provide to the other, on a without prejudice basis, frank, candid, and immediate disclosure of relevant facts, information and documents (except documentation that is subject to legal privilege) as may be required or reasonably requested by the other to facilitate the resolution of the dispute.
5. All discussions and negotiations, and all documents exchanged, between them related to the dispute shall be on a without prejudice basis to facilitate the resolution of the dispute.
6. If the dispute is not resolved within five (5) days after the Notice of Dispute and referral to the senior representatives of the parties (the “**Initial Resolution Window**”), or such longer period of time as the parties both expressly agree, then on consent of the SA and Algonquin College, the Parties agree that the dispute will be promptly referred to mediation. Each party agrees to promptly and not later than two (2) business days after the lapse of the Initial Resolution Window to provide the names of not less than three (3) mediators acceptable to each of the Parties. The first of such names that is common on the lists exchanged by the Parties shall be deemed to be acceptable to both parties and shall be promptly appointed by the Parties as mediator; in the event such mediator is unwilling to

act or unavailable within the timeframes required by the Parties, the Parties will promptly continue to exchange lists of names as above and to engage with the first matching mediator that is willing and able to act as mediator within the timeframes required by the Parties. The Parties agree to share fees and expenses of the mediator equally.

7. If the Parties are unable to resolve the dispute through mediation above, then within five (5) days thereafter, or such longer period as the parties both expressly agree, the dispute shall be resolved through binding arbitration pursuant to the *Arbitration Act, 1991* (Ontario), subject to the provisions of this Schedule 2.
8. The arbitration referred to in paragraph 7 above shall be commenced by the delivery of a notice of arbitration (the “**Notice of Arbitration**”) by the Party seeking to have the dispute resolved (the “**Initiating Party**”) which shall include, at a minimum: (a) a description of the relief sought; (b) a detailed description of the dispute including all facts that the Initiating Party relies upon; and (c) copies of all documents that the Initiating Party relies upon in support of the relief sought.
9. The Party receiving the Notice of Arbitration (the “**Responding Party**”) shall deliver a response to the Notice of Arbitration (the “**Response**”) within ten (10) days of receipt of the Notice of Arbitration, which Response shall include, at a minimum: (a) a response to the relief sought and any relief sought by the Responding Party; (b) a detailed description of the dispute including all facts that the Responding Party relies upon; and (c) copies of all documents that the Initiating Party relies upon in support of the relief sought.
10. The arbitration hearing shall be conducted by one arbitrator mutually agreed upon by the Parties. If the Parties are unable to agree on the arbitrator within five (5) business days of the delivery of the Response, either Party may refer the matter to the Ontario courts for determination and appointment of the arbitrator.
11. The arbitration hearing shall be conducted in Ottawa, Ontario, or such other place as both the SA and the Algonquin College agree.
12. The Parties agree that the remainder of the arbitration procedures shall be determined by the arbitrator(s) and that the arbitrator(s) may extend any timelines set out in this Dispute Resolution Procedure.

**THE STUDENTS' ASSOCIATION OF THE ALGONQUIN COLLEGE OF APPLIED  
ARTS AND TECHNOLOGY CORPORATION**

**-and-**

**THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY**

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**OCCUPANCY AND USE AGREEMENT**

---

**September 1, 2019**



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**OCCUPANCY AND USE AGREEMENT**

**THIS AGREEMENT** made as of the 1st day of September, 2019 (the “**Agreement**”).

**B E T W E E N:**

**THE STUDENTS’ ASSOCIATION OF THE  
ALGONQUIN COLLEGE OF APPLIED ARTS AND  
TECHNOLOGY CORPORATION**

(the “**SA**”)

- and -

**THE ALGONQUIN COLLEGE OF APPLIED ARTS  
AND TECHNOLOGY**

(“**Algonquin**”)

**WHEREAS:**

- A. The capitalized terms used herein have the meaning ascribed thereto in Section 1.1 unless the context otherwise requires;
- B. Algonquin is the owner of the Athletics and Recreation Lands and has agreed to lease the Athletics and Recreation Lands to the SA pursuant to the terms and conditions of the Ground Lease (as herein defined); and
- C. The SA has agreed to grant a right to the occupancy and use of the Project to Algonquin pursuant to terms and conditions herein contained, this Agreement to be signed concurrently with the Ground Lease.

**NOW THEREFORE** in consideration of the mutual covenants and agreements hereinafter contained and the sum of Two Dollars (\$2.00) now paid by each party hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Algonquin and the SA hereby covenant and agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1           Definitions**

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

**"Applicable Law"** means all mandatory laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licences, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers of governments, Canadian, provincial and municipal, ordinary or extraordinary which now or at any time hereafter may be applicable to and enforceable against the relevant work in question or any part thereof;

**"Athletics and Recreation Centre"** means the athletics recreation complex constituting approximately one hundred and twenty-five thousand (125,000) square feet to be constructed by the SA on the Athletics Recreations Lands for the purposes of Permitted Uses;

**"Athletics and Recreation Lands"** means that portion of Algonquin's Ottawa campus lands constituting approximately 125,000 square feet constituting the footprint of the Athletics and Recreation Centre building and described in the Site Plan in Schedule 1 attached hereto, together with such servicing and access easements as may be required for the Project;

**"Business Day"** means any day which is not a Saturday, Sunday or a day observed as a statutory or civic holiday under the laws of the Province of Ontario or the federal laws of Canada applicable therein;

**"Claims"** means all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a substantial indemnity basis, interest, demands and actions of any nature or any kind whatsoever;

**"Collateral Agreements"** means any and all additional agreements and leases entered into or to be entered into by Algonquin and/or the SA or their respective permitted transferees or assigns pursuant to this Agreement including, without limitation, any amendments and/or supplements to any such agreements which have been approved by Algonquin;

**"Commencement Date"** means September 1, 2019;

**"Control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise, **"Controlling"** and **"Controlled"** have corresponding meanings;

**"Fee"** has the meaning ascribed thereto in Section 2.3;

**"Ground Lease"** means the agreement between Algonquin, as lessor, and the SA, as lessee, pursuant to which Algonquin agreed to lease the Athletics and Recreation Lands to the SA, which lease is to be executed concurrently with the execution of this Agreement, as such may be amended, supplemented and/or otherwise modified from time;

**"HST"** means the goods and services and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada), as amended or re-enacted from time to time, provided that if

any similar tax is introduced by the Province of Ontario or any other governmental authority having jurisdiction, all references to "HST" shall also apply, *mutatis mutandis*, with respect to such tax;

**"Permitted Uses"** means for the purpose of the Athletics and Recreation Centre through which extra-curricular athletics and non-athletic recreational programs and related amenities (including, without limitation, varsity and intramural athletic programs) are made available primarily for the Student Body and secondarily for similar services to others from time to time as agreed by the SA in its sole discretion subject to capacity of the facility to accommodate such secondary uses;

**"Project"** means, collectively, the Athletics and Recreation Lands and the Athletics and Recreation Centre;

**"Term"** means the period commencing on the Commencement Date and ending on that date which is fifty (50) years less one (1) day following the Commencement Date;

**"Transfer"** means:

- (a) an assignment, sale, conveyance, disposition, sublease, sub-sublease, pledge, hypothecation, mortgage, charge, security interest or other encumbrance of this Agreement or the Project or any part thereof, or any other arrangement under which the interest of the parties in and to this Agreement or the Project becomes security for any indebtedness or other obligation;
- (b) any transaction or occurrence whereby the rights of the parties under this Agreement or to the Project, or to any part thereof, are transferred or otherwise disposed of;
- (c) any transaction or occurrence by which any right of use or occupancy of all or any part of the Project is conferred on any person other than the parties hereunder;
- (d) any transaction or occurrence (including, without limitation, expropriation and transfer by operation of law) which changes or may change the identity of the person having lawful use or occupancy of all or any part of the Project;
- (e) a parting with or sharing of possession of all or part of the Project; and
- (f) a transfer or issue by sale, assignment, request, inheritance, transmission on death, mortgage, charge, security interest, consolidation, subscription, operation of law or other disposition, or by liquidation, merger or amalgamation, of all or any of the shares of or interest in either party hereunder, or any agreement or arrangement, or any other act, as a result of which either party hereunder becomes controlled, directly or indirectly, by a different person or persons from the person or persons that controlled such party, directly or indirectly in any manner whatever, immediately before any such transaction or occurrence,

but in each and all of the foregoing cases excludes, for greater certainty, any and all Permitted Encumbrances (as defined in the Ground Lease).

"Year" means, with the exception of the first and last years during the Term, a period during the Term comprising 12 consecutive calendar months commencing on the 1<sup>st</sup> day of September in each year and ending on the 31<sup>st</sup> day of August in each year; the first Year shall commence on the Commencement Date and shall end on the 31<sup>st</sup> day of August of the following; the last Year shall, subject to prior termination in accordance herewith, commence on the last 1<sup>st</sup> day of September occurring during the Term and shall end on the last day of the Term;

For greater clarity, capitalized terms used herein and not otherwise defined shall have the meanings attributed thereto as found in the Ground Lease.

## **1.2 References**

Except as otherwise specifically indicated, all references to Article and Section numbers refer to Articles and Sections of this Agreement and all references to Schedules refer to the Schedules attached hereto. The words "herein", "hereof", "hereunder", "hereinafter" and words of similar import refer to this Agreement as a whole and not to any particular Article or Section hereof.

## **1.3 Number and Gender**

Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

## **1.4 Business Days**

If any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be made or taken on the next Business Day.

## **1.5 Calculation of Interest**

In calculating interest payable under this Agreement for any period of time, the first day of such period shall be included and the last day of such period shall be excluded. Interest shall accrue from day to day on the basis of a 365 day year, for the actual number of days elapsed it should be compounded semi-annually. Where the calendar year of calculation contains 366 days, each rate of interest herein shall be expressed as a yearly rate for purposes of the *Interest Act* (Canada) as such rate multiplied by 366 and divided by 365.

## **1.6 Statute References**

Any reference in this Agreement to any Applicable Law or other statute or any section thereof shall, unless otherwise expressly stated, be deemed to be reference to such Applicable Law statute or section as amended, restated and/or re-enacted from time to time.

**1.7 Interpretation**

The interpretation of this Agreement shall not permit a revenue, expense, liability, recovery, receipt, payment, reserve or reimbursement to be duplicated.

**1.8 Currency**

All references to money herein are references to lawful money of Canada.

**1.9 Headings**

The headings of any Article, Section or part thereof are inserted for purposes of convenience only and do not form part hereof.

**1.10 Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**1.11 Schedules**

The following Schedule is attached hereto and is incorporated in and is deemed to be an integral part of this Agreement:

Schedule 1: Athletics and Recreation Lands

Schedule 2: Dispute Resolution

**ARTICLE 2  
GRANT OF RIGHT OF OCCUPANCY AND USE**

**2.1 Grant and Term**

The SA hereby grants a right to Algonquin of occupancy and use of the Project for and during the Term. In connection with such grant, the parties agree that the Project shall only be used by Algonquin for the Permitted Uses, provided that such uses shall be subject to the applicable prohibitions, exceptions and restrictions contained in this Agreement and shall be in compliance with Applicable Law. All of the uses of the Project will continue to conform to the policy which Algonquin follows in ensuring that the Project is used as an asset in support of Algonquin as an educational institution as part of its overall charitable purpose. Algonquin acknowledges and agrees and covenants that its rights of occupancy and use of the Athletics and Recreation Lands or the Athletics and Recreation Centre and/or the exercise thereof by Algonquin, does not and will not contradict or cause a breach of the terms of the Ground Lease of the Athletics and Recreation Lands by the SA.

**2.2 End of Term; Surrender of Athletics and Recreation Centre**

At the end of the Term, whether by forfeiture, termination, effluxion of time or otherwise, Algonquin shall cease its occupancy and use of the Athletics and Recreation Centre, except as herein otherwise expressly provided and except as provided in the Ground Lease.

**2.3 Annual Fee**

In consideration of the rights granted hereunder, Algonquin shall pay to the SA throughout the Term, an annual fee as follows: (a) after the date on which this Agreement is executed and delivered by both Parties until the date of Substantial Completion, the sum of one dollar (\$1.00), and (b) from and after the date of Substantial Completion, the sum of ten thousand dollars (\$10,000.00) per annum, payable in advance in annual installments on the first day of each Lease Year during the Term (the “Fee”) payable in advance, commencing on the first day of each and every Year throughout the Term.

**2.4 HST**

HST is applicable on the Fee to Algonquin at the rate imposed by the taxing authorities at the time. The rate of HST at the time this Agreement was entered into was 13%. To the extent applicable, Algonquin agrees to remit to the SA with each payment of the Fee pursuant to this Agreement the necessary amount of HST exigible on such Fee, if any.

**ARTICLE 3**  
**TRANSFERS**

**3.1 Restriction on Transfers**

Subject to Section 3.2 in respect of Permitted Transfers, neither Algonquin nor the SA shall undertake or permit a Transfer.

**3.2 Permitted Transfers**

Notwithstanding the immediately foregoing, the SA and Algonquin shall each be permitted to undertake or engage in a Transfer (without requiring the consent of the other party) in the event such Transfer is initiated or required by Applicable Law (a “Permitted Transfer”). The following provisions shall govern the rights and restrictions in respect of a Permitted Transfer by either party:

- (a) in no event shall any Permitted Transfer constitute a release or otherwise relieve the SA or Algonquin, as the case may be, from any of its obligations under this Lease with respect to the period prior to the date such Permitted Transfer is completed;
- (b) the transferee agrees concurrent with the Permitted Transfer to a Transfer of the SA’s or Algonquin’s, as the case may be, rights and obligations under this Lease

and, so long as any Collateral Agreement remains in effect, as a counterparty to the Collateral Agreement; and

- (c) the following shall have been delivered to the other party: (A) copies of all applicable Transfer documentation; and (B) an agreement, in form and substance satisfactory to Algonquin or the SA, as the case may be, acting reasonably, wherein such transferee shall assume the SA's or Algonquin's, as the case may be, obligations as under the Lease and, so long as any Collateral Agreement remains in effect, the obligations under any Collateral Agreement; and (ii) subject to subparagraph (a) above, any and all approvals, notices and/or further agreements required pursuant to this Lease and Collateral Agreement shall have been obtained, given and/or executed, as the case may be, in respect of the assignment, upon the completion of all of which the SA or Algonquin, as the case may be shall be forever released and discharged from any and all obligations pursuant to this Agreement from and after the date such Transfer is completed.

## **ARTICLE 4 INDEMNITIES**

### **4.1 By Algonquin**

Algonquin shall indemnify and save harmless the SA from any and all Claims whatsoever arising during the Term out of any breach, violation or non-performance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed or performed by Algonquin pursuant to this Agreement, except to the extent that such Claims are due to the breach, violation or non-performance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed or performed by the SA pursuant to this Agreement and/or the negligence or wrongful acts or omissions of the SA or Persons for whom it is in law responsible.

### **4.2 By SA**

The SA shall indemnify and save harmless Algonquin from any and all Claims whatsoever arising during the Term out of any breach, violation or non-performance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed or performed by the SA pursuant to this Agreement, except to the extent that such Claims are due to the breach, violation or non-performance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed or performed by Algonquin pursuant to this Agreement and/or the negligence or wrongful acts or omissions of Algonquin or Persons for whom it is in law responsible.

### **4.3 Notice of Claim**

In the event that a party (the “**Indemnified Party**”) shall become aware of any Claims in respect of which another party (the “**Indemnifying Party**”) has agreed to indemnify the Indemnified Party pursuant to this Agreement, the Indemnified Party shall promptly give Notice thereof to the Indemnifying Party. Such Notice shall specify whether the Claim arises as a result of a claim by a person against the Indemnified Party (a “**Third Party Claim**”) or whether the



Claim does not so arise (a “**Direct Claim**”), and shall also specify with reasonable particularity (to the extent that the information is available):

- (a) the factual basis for the Claim; and
- (b) the amount of the Claim, if known.

If, through the fault of the Indemnified Party, the Indemnifying Party does not receive Notice of any Claim in time to effectively contest the determination of any liability susceptible of being contested, the Indemnifying Party shall be entitled to set off against the amount claimed by the Indemnified Party the amount of any losses, costs, charges, damages, liens and/or expenses incurred by the Indemnifying Party resulting from the Indemnified Party’s failure to give such Notice on a timely basis.

#### **4.4 Direct Claims**

With respect to any Direct Claim, following receipt of Notice from the Indemnified Party of the Claim, the Indemnifying Party shall have sixty (60) days to make such investigation of the Claim as is considered necessary or desirable. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim, together with all such other information as the Indemnifying Party may reasonably request. If both parties agree at or prior to the expiration of such sixty (60) day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim, failing which the matter shall be referred to binding arbitration in such manner as the parties may agree or shall be determined by a court of competent jurisdiction.

#### **4.5 Third Party Claims**

With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its expense, to participate in or assume control of the negotiation, settlement or defence of the Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party’s out-of-pocket expenses as a result of such participation or assumption. If the Indemnifying Party elects not to assume such control with respect to a Third Party Claim, the Parties agree that the Indemnifying Party shall reimburse the Indemnified Party for all of the Indemnified Party’s out-of-pocket expense and all direct damages of the Indemnified Party (including, without limitation, as applicable, all reasonable legal fees and any settlement effected in accordance with this Agreement). If the Indemnifying Party elects to assume such control, the Indemnified Party shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim and to retain counsel to act on its behalf, provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party unless the Indemnifying Party consents to the retention of such counsel or unless the named parties to any action or proceeding include both the Indemnifying Party and the Indemnified Party and the representation of both the Indemnifying Party and the Indemnified Party by the same counsel would be inappropriate due to the actual or potential differing interests between them (such as the availability of different defences). If the Indemnifying Party, having elected to assume such control, thereafter

fails to defend the Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control, and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

#### **4.6 Settlement of Third Party Claims**

If the Indemnifying Party fails to assume control of the defence of any Third Party Claim, the Indemnified Party shall have the exclusive right to contest, settle or pay the amount claimed. Whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnifying Party shall not settle any Third Party Claim without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed; provided, however, that the maximum liability of the Indemnifying Party hereunder shall be limited to the proposed settlement amount if any such consent is not obtained for any reason.

#### **4.7 Co-operation**

The Indemnified Party and the Indemnifying Party shall co-operate fully with each other with respect to Third Party Claims, and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available).

#### **4.8 Duration**

The obligations to indemnify contained in this Article 5 shall survive any termination of this Agreement, anything in this Agreement to the contrary notwithstanding. Nothing in this Article 5 shall create or extend any right for the benefit of any third party.

### **ARTICLE 5** **GENERAL**

#### **5.1 Dispute Resolution**

The parties hereto agree that any and all disputes arising between the parties with respect to the terms of this Agreement shall be settled to the extent possible by negotiation and mutual efforts, acting reasonably. The Parties hereto agree that any and all disputes arising between the parties with respect to the terms of this Agreement shall be resolved in accordance with Schedule 2 – Dispute Resolution Procedure attached hereto.

#### **5.2 SA Limitation of Liability**

Notwithstanding anything to the contrary in this Agreement, Algonquin acknowledges and agrees that:

- (a) the remedies, recourse or rights of Algonquin shall be limited to the SA and to the right, title and interest owned by the SA in and to all of the SA's personal property;

- (b) the SA's maximum aggregate liability for any and all claims and damages arising out of or related to this Agreement, whether arising in contract, tort, strict liability, statute or otherwise, shall not exceed the total value of this Agreement;
- (c) the limits of liability are exclusive as to all remedies and the liability cap shall not be increased under any circumstances; and
- (d) Algonquin expressly acknowledges and agrees to this limitation and will arrange for such additional insurance coverage as it may deem necessary.

### **5.3 Algonquin Limitation of Liability**

Notwithstanding anything to the contrary in this Agreement, the SA acknowledges and agrees that:

- (a) the remedies, recourse or rights of the SA shall be limited to Algonquin and to the right, title and interest owned by Algonquin in and to all of Algonquin's personal property;
- (b) the SA unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of this Agreement, and agrees that it shall have no remedies, recourse or rights in respect of this Agreement against the Crown in right of Ontario, any Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown owns a majority of the shares or appoints a majority of the directors or members, other than Algonquin and its assets;
- (c) Algonquin's maximum aggregate liability for any and all claims and damages arising out of or related to this Agreement, whether arising in contract, tort, strict liability, statute or otherwise, shall not exceed the value of the Athletics and Recreation Lands and any improvements thereon (including, but not limited to, the Athletics and Recreation Centre);
- (d) the limits of liability are exclusive as to all remedies and the liability cap shall not be increased under any circumstances; and
- (e) SA expressly acknowledges and agrees to this limitation and will arrange for such additional insurance coverage as it may deem necessary.

### **5.4 Notices**

Any notice, demand, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if served personally upon an officer of the party for whom it is intended, or mailed by prepaid registered mail, return receipt requested, or sent by facsimile, and in the case of:

- (a) Algonquin, addressed to it at:

The Algonquin College of Applied Arts and Technology  
1385 Woodroffe Avenue  
Ottawa, Ontario  
K2G 1V8

Attention: Duane McNair, Vice President, Finance and Administration  
Email: [mcnaird@algonquincollege.com](mailto:mcnaird@algonquincollege.com)  
Fax No.: 613-727-7674

- (b) the SA, addressed to it at:

1385 Woodroffe Avenue  
Room E114  
Ottawa, Ontario  
K2G 1V8  
Canada

Attention: Jack Doyle, General Manager  
Email: [doylej@algonquincollege.com](mailto:doylej@algonquincollege.com)  
Fax No.: 613-727-7712

or to such other address or in care of such other officers as a party may from time to time advise to the other parties by notice in writing. The date of receipt of any such notice, demand, request, consent, agreement or approval, if served personally or by facsimile, shall be deemed to be the date of delivery thereof, or if mailed as aforesaid, the date of delivery by the postal authority. An email shall not constitute notice for the purposes of this Section 4.2 but such email details are provided for convenience purposes only.

## **5.5 Further Assurances**

The SA and Algonquin and each of them shall and will at all times and from time to time hereafter and upon every reasonable written request to do so, make, do, execute, deliver and/or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be reasonably required to more effectually implement and carry out the true intent and meaning of this Agreement.

## **5.6 Successors and Assigns**

All of the agreements, rights, privileges, obligations and duties contained in this Agreement shall be construed as covenants enuring to the benefit of, and being binding upon, Algonquin and the SA and their respective successors and permitted assigns, to the same extent as if such successors and assigns were herein named as original parties hereto, all to the end that this Agreement shall always bind the owner and holder of any interest in or to the Athletics and Recreation Lands.

**5.7**            **Amendment**

This Agreement may not be modified or amended except by instrument in writing of equal formality herewith signed by the parties hereto or by their successors and permitted assigns.

**5.8**            **Binding Effect**

This Agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns as limited in this Agreement.

**5.9**            **Counterparts**

This Agreement may be executed in facsimile or PDF and in several counterparts, each of which counterparts so executed shall constitute and be deemed to be an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore first set out.

**THE STUDENTS' ASSOCIATION OF  
THE ALGONQUIN COLLEGE OF  
APPLIED ARTS AND TECHNOLOGY  
CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

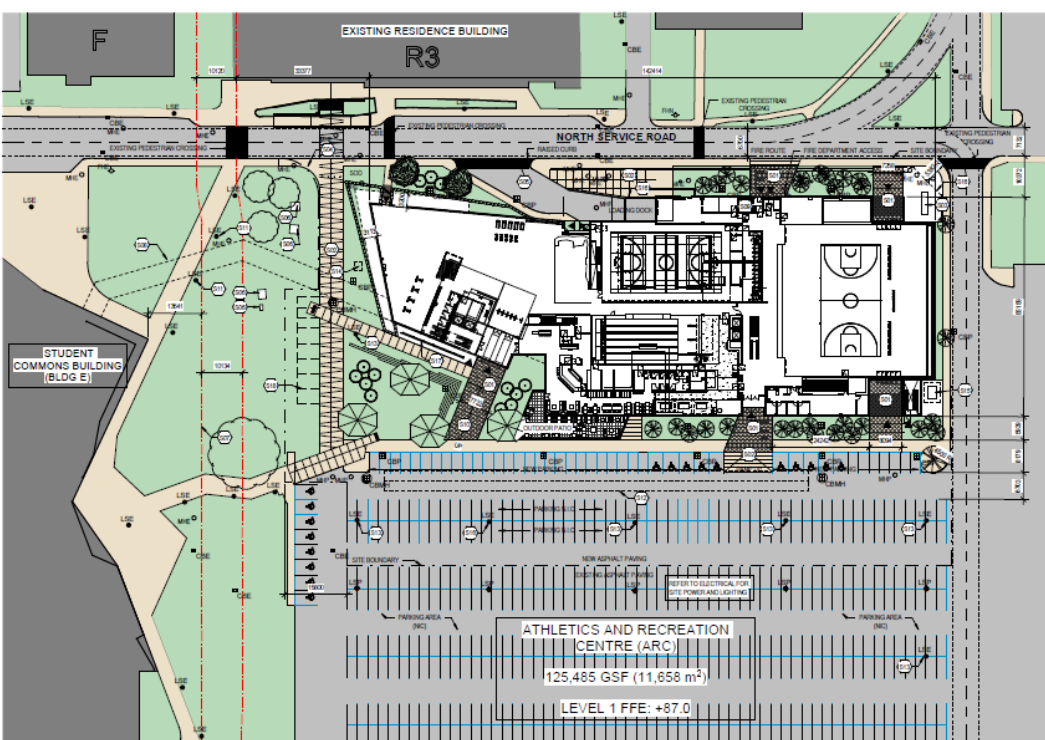
We have authority to bind the corporation.

**THE ALGONQUIN COLLEGE OF  
APPLIED ARTS AND TECHNOLOGY**

By: \_\_\_\_\_  
Name:  
Title:

# SCHEDULE 1

## ATHLETICS AND RECREATION LANDS SITE PLAN



1 SITE PLAN  
1:500  
0 5 10 50 M

### SITE PLAN GENERAL NOTES

**LEGAL DESCRIPTION**  
PART OF LOTS 34 & 35  
CONCESSION 1 (RURAL FRONT)  
P18 HIGHWAY  
GEOGRAPHIC TOWNSHIP OF NEPEAN  
CITY OF OTTAWA

**ALGONQUIN COLLEGE**  
OWNER  
128 WICKERFORD AVE  
OTTAWA, ON K2G 1A8

**LAND USE CLASSIFICATION**  
EDUCATIONAL, PROFESSIONAL, POST SECONDARY

**ZONING INFORMATION**  
PART 7 - MAJOR INSTITUTIONAL ZONES SECTIONS 171-172

REQUIRED	PROMISED
NO MIN.	YES
MINIMUM LOT AREA	7.5
MINIMUM FRONT YARD SETBACK (M)	7.5
MINIMUM REAR YARD SETBACK (M)	7.5
MINIMUM SIDE YARD SETBACK (M)	7.5
MINIMUM CORNER SIDE YARD SETBACK (M)	7.5
MINIMUM HEIGHT (M) WITHIN 10M OF R1 TO R2 ZONES	NO MAX.
MINIMUM PERCENT LANDSCAPED AREA ALONG ALL LOT LINES (M)	3

**GROSS BUILDING AREA - PROPOSED BUILDING**  
PROPOSED SITE BOUNDARY AREA: 43,272 M<sup>2</sup> (95,027 SF)  
BUILDING FOOTPRINT: 17,084 M<sup>2</sup> (36,327 SF)

**LOWER LEVELS:** 3RD + 0.00 (3.00 FT)  
**LEVEL 1:** 4RD + 0.00 (0.00 FT)  
**LEVEL 2:** 5RD + 0.00 (0.00 FT)  
**MEZZANINE:** 7TH + 0.00 (0.00 FT)  
**TOTAL:** 14 LEVELS (OF 14 ARE B1)

**BUILDING HEIGHT - PROPOSED BUILDING**  
17.00 M  
2 STOREYS + BASEMENT

**PAVING SURFACES**  
SOME WILL BE REMOVED FROM PROPOSED DEVELOPMENT SITE AND STORED AS PER COLLEGE OPERATIONS

**NOTE:**  
THE DRAWING BASED ON A SURVEY PREPARED BY STANTIC GEOMATICS LTD. DATED JUNE 2018

### SITE PLAN LEGEND

- BUILDING TO REMAIN, NOT INCLUDED IN THE SCOPE OF WORK
- SITE BOUNDARY
- BUILDING ACCESS
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING LIGHT STANDARD
- PROPOSED LIGHT STANDARD
- PROPOSED FIRE DEPARTMENT CONNECTION
- EXISTING MAN HOLE
- PROPOSED MANHOLE
- EXISTING CATCH BASIN
- PROPOSED CATCH BASIN
- PROPOSED CATCH BASIN MANHOLE
- PROPOSED GAS METER
- PROPOSED TREE - REFER TO LANDSCAPE

### SITE PLAN KEYNOTES

Key Note	Symbol / Text
01	HATCH REGION INDICATES HEATED C.U.P. CONCRETE SIDEWALK
02	C.U.P. CONCRETE PAVEMENT
03	CONCRETE FOR EXISTING MANHOLE / CATCH BASIN - REFER TO EXIST.
04	MAINTAIN EXISTING CURBS
05	NEW PAVED STRAIN ACCESS MARKINGS
06	EXISTING TRANSFORMERS TO REMAIN
07	20' BUFF. SANITARY TREATMENT
08	EXISTING PROPOSED TREE
09	PROPOSED TREE - REFER TO LANDSCAPE
10	SAVED FIRE PROTECTION RAMP @ L2
11	POLE EXISTING LIGHT FIXTURES - SEE ELEC.
12	SAVED LINE REPRESENTS BURIED COMMUNICATION TRENCH - REFER TO CIVIL
13	REMOVE EXISTING LIGHT STANDARD AND BURIED ELECTRICAL AS PER ELEC DRAWING. RE-USE EXISTING ASPHALT FOR BURIED ELECTRICAL AS REQUIRED.
14	REMOVE EXISTING FRY STATION AND BURIED ELECTRICAL AS PER ELEC DRAWING.
15	PROPOSED GAS SERVICE LOCATIONS
16	SAVED LINE REPRESENTS PROPOSED ARCHITECTURAL VISUAL SCREEN (Thin TRUCK PERFORATED ALUM PANEL @ 10' HIGHER GRADE)
17	PROPOSED USE PARKING LOCAL QUANTITY TO BE CONFIRMED
18	EXISTING PAVING TO BE REMOVED - REFER TO CIVIL DRAWING

APPROVED  REFUSED

THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

DERRICK MOODIE, MANAGER  
DEVELOPMENT REVIEW WEST  
PLANNING, INFRASTRUCTURE AND ECONOMIC  
DEVELOPMENT DEPARTMENT, CITY OF OTTAWA



Project  
ATHLETICS AND RECREATION CENTRE (ARC)

Prepared For  
ALGONQUIN STUDENTS' ASSOCIATION

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Ottawa, ON K1N 6N5  
416-837-2222  
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2511 Queen's Ave Drive, Suite 300  
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WSP ELECTRICAL  
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Ottawa, ON, K1Z 8K2

WSP CIVIL  
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Ottawa, ON, K1Z 8K2

CSW Landscape Architects  
LANDSCAPE  
218 McKeown Avenue, Suite 302  
Ottawa, ON, K1J 0B9

WSP SUSTAINABILITY  
2511 Queen's Ave Drive, Suite 300  
Ottawa, ON, K1Z 8K2



**NOT FOR CONSTRUCTION**

No.	Description	Date
1	1. SITE PLAN APPROVAL	2018/07/11

Drawn by: RS      Reviewed by: AB / AM  
Project No:  
Sheet No:

SITE PLAN

Original Drawing is A1. Check with contents of the drawing.

SPA-A01

## SCHEDULE 2

### DISPUTE RESOLUTION

Algonquin and the SA agree that any dispute arising between them with respect to the terms of this Lease, the services hereunder or anything related thereto shall be resolved in accordance with this Schedule 2.

1. The SA and Algonquin agree that at all times each of them shall make bona fide and good faith efforts to resolve by amicable negotiations any and all disputes arising between them on a without prejudice basis, and have all disputes resolved at the lowest level of management before engaging the dispute resolution process described below.
2. The SA and Algonquin shall give verbal notice to the other Party of any dispute immediately upon becoming aware of a circumstance or situation giving rise to a dispute to the applicable person named in the notice provisions of the Agreement if such dispute has not been resolved or at the lowest level of management of each of the parties initiating and having the authority to resolve such dispute.
3. If the SA and Algonquin are unable to resolve a dispute following verbal notice pursuant to paragraph 1 above within five (5) days of such verbal notice or such shorter period as may appropriate in the case of urgency, either Party may deliver to the other, a written notice of dispute (the “**Notice of Dispute**”), which Notice of Dispute shall initiate the dispute resolution process described in paragraphs 4 to 9 below, as applicable. The Notice of Dispute must expressly state that it is a notice of dispute, set out the particulars of the matter in dispute, describe the extent and value of the remedy or resolution sought by the party issuing the Notice of Dispute, describe the relevant provisions of the Contract Documents, and shall be signed by the party giving the Notice of Dispute.
4. On receipt of a Notice of Dispute, the SA and Algonquin shall each promptly and diligently make all reasonable *bona fide* efforts to resolve the dispute. Each party shall provide to the other, on a without prejudice basis, frank, candid, and immediate disclosure of relevant facts, information and documents (except documentation that is subject to legal privilege) as may be required or reasonably requested by the other to facilitate the resolution of the dispute.
5. All discussions and negotiations, and all documents exchanged, between them related to the dispute shall be on a without prejudice basis to facilitate the resolution of the dispute.
6. If the dispute is not resolved within five (5) days after the Notice of Dispute and referral to the senior representatives of the parties (the “**Initial Resolution Window**”), or such longer period of time as the parties both expressly agree, then on consent of the SA and Algonquin, the Parties agree that the dispute will be promptly referred to mediation. Each party agrees to promptly and not later than two (2) business days after the lapse of the Initial Resolution Window to provide the names of not less than three (3) mediators acceptable to each of the Parties. The first of such names that is common on the lists exchanged by the Parties shall be deemed to be acceptable to both parties and shall be promptly appointed by the Parties as mediator; in the event such mediator is unwilling to act or unavailable within the



timeframes required by the Parties, the Parties will promptly continue to exchange lists of names as above and to engage with the first matching mediator that is willing and able to act as mediator within the timeframes required by the Parties. The Parties agree to share fees and expenses of the mediator equally.

7. If the Parties are unable to resolve the dispute through mediation above, then within five (5) days thereafter, or such longer period as the parties both expressly agree, the dispute shall be resolved through binding arbitration pursuant to the *Arbitration Act, 1991* (Ontario), subject to the provisions of this Schedule 2.
8. The arbitration referred to in paragraph 7 above shall be commenced by the delivery of a notice of arbitration (the “**Notice of Arbitration**”) by the Party seeking to have the dispute resolved (the “**Initiating Party**”) which shall include, at a minimum: (a) a description of the relief sought; (b) a detailed description of the dispute including all facts that the Initiating Party relies upon; and (c) copies of all documents that the Initiating Party relies upon in support of the relief sought.
9. The Party receiving the Notice of Arbitration (the “**Responding Party**”) shall deliver a response to the Notice of Arbitration (the “**Response**”) within ten (10) days of receipt of the Notice of Arbitration, which Response shall include, at a minimum: (a) a response to the relief sought and any relief sought by the Responding Party; (b) a detailed description of the dispute including all facts that the Responding Party relies upon; and (c) copies of all documents that the Initiating Party relies upon in support of the relief sought.
10. The arbitration hearing shall be conducted by one arbitrator mutually agreed upon by the Parties. If the Parties are unable to agree on the arbitrator within five (5) business days of the delivery of the Response, either Party may refer the matter to the Ontario courts for determination and appointment of the arbitrator.
11. The arbitration hearing shall be conducted in Ottawa, Ontario, or such other place as both the SA and the Algonquin agree.
12. The Parties agree that the remainder of the arbitration procedures shall be determined by the arbitrator(s) and that the arbitrator(s) may extend any timelines set out in this Dispute Resolution Procedure.

**ATHLETICS AND RECREATION PROGRAM AGREEMENT**

**between**

**THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY**

**- and -**

**THE STUDENTS' ASSOCIATION OF THE ALGONQUIN COLLEGE OF  
APPLIED ARTS AND TECHNOLOGY CORPORATION**

**September 1, 2019**

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**ATHLETICS AND RECREATION PROGRAM AGREEMENT**

**THIS AGREEMENT** is made effective as of the 1<sup>st</sup> day of September, 2019 (the “**Effective Date**”),

**BETWEEN:**

**THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY**

(hereinafter referred to as “**Algonquin College**” or the “**College**”)

OF THE FIRST PART

– and –

**THE STUDENTS’ ASSOCIATION OF THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY CORPORATION**, a corporation incorporated under the laws of the Province of Ontario, Canada

(hereinafter referred to as the “**SA**”)

OF THE SECOND PART

**RECITALS:**

**WHEREAS:**

- A.** The Parties have agreed in principle to enter into an arrangement for the development and construction of the athletics and recreation centre (the “**Athletics and Recreation Centre**”) on the Algonquin College of Applied Arts and Technology Ottawa Campus municipally known as 1385 Woodroffe Avenue, Ottawa, Canada, K2G 1V8 and legally described in further detail in Schedule “A” attached hereto (the “**Ottawa Campus**”);
- B.** It is desirable and in the best interest of Algonquin College and the SA and the parties wish to formalize such arrangements, including among other things, acknowledging and documenting their respective current and future roles and responsibilities with respect to athletics and recreation programming provided by the SA at the College Campuses, including without limitation, supporting the operating and capital costs of athletic facilities made available to the Student Body (as defined herein), including without limitation, planning, administration and operation related to the Athletics and Recreation Centre, on terms and subject to the conditions hereinafter set forth;

**NOW THEREFORE**, in consideration of these premises, and of the mutual agreements, provisions and covenants herein contained, the Parties hereto agree as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

In this Agreement and in the Recitals to this Agreement, the following terms have the respective meanings set out below:

- (a) “**Agreement**” means this Athletics and Recreation Program Agreement, as the same may be amended, supplemented or amended and restated from time to time;
- (b) “**Applicable Law**” means all mandatory laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licences, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers of governments, Canadian, provincial and municipal, ordinary or extraordinary which now or at any time hereafter may be applicable to and enforceable against the relevant work in question or any part thereof;
- (c) “**Athletics and Recreation Centre**” has the meaning ascribed to it in the Recitals;
- (d) “**Athletics Field**” means the athletics field and fieldhouse located at the northeast corner of the Ottawa Campus;
- (e) “**Business Day**” means any calendar day other than a Saturday, Sunday or statutory holiday in Canada;
- (f) “**College Campuses**” means, collectively, the Pembroke Campus, the Perth Campus and the Ottawa Campus;
- (g) “**Confidential Information**” has the meaning ascribed to it in Section 5.1;
- (h) “**Disclosing Party**” has the meaning ascribed to it in Subsection 5.1(a);
- (i) “**Effective Date**” means September 1, 2019;
- (j) “**Levy**” has the meaning in Section 3.1(a);
- (k) “**Ottawa Campus**” means The Algonquin College of Applied Arts and Technology Ottawa Campus municipally known as 1385 Woodroffe Avenue, Ottawa, Canada, K2G 1V8 and legally described in further detail in Schedule “A” attached hereto;
- (l) “**Parties**” means Algonquin College and the SA, and “**Party**” means any one of them;
- (m) “**Pembroke Campus**” means The Algonquin College of Applied Arts and Technology Ottawa Pembroke Campus municipally known as 1 College Way,

Pembroke, Canada, K8A 0C8 and legally described in further detail in Schedule “B” attached hereto

- (n) “**Person**” means any natural person, sole proprietorship, partnership, corporation, trust, joint venture, any governmental authority, or any incorporated or unincorporated entity or association of any nature;
- (o) “**Perth Campus**” means The Algonquin College of Applied Arts and Technology Perth Campus municipally known as 7 Craig Street, Perth, Ottawa, Canada, K7H 1X7 and legally described in further detail in Schedule “C” attached hereto
- (p) “**Receiving Party**” has the meaning ascribed to it in Subsection 5.1(a);
- (q) “**Replacement Cost**” means the cost of repairing, replacing or reinstating any item of property and any cost of upgrading any item of property required by any by-law, regulation, ordinance or law with new materials of like kind and quality on the same or a similar site plus the cost of demolition including demolition of undamaged structures without deduction for physical, accounting, or any other depreciation;
- (r) “**Services**” has the meaning ascribed to it in Section 2.2;
- (s) “**Student Body**” means part-time and full-time students enrolled at Algonquin College who have paid the Levy;
- (t) “**Term**” has the meaning ascribed to it in Section 2.4.

## 1.2 Certain Rules of Interpretation

The following rules of interpretation shall be applied in interpreting this Agreement:

- (a) Currency. Unless otherwise specified, all amounts to be advanced, paid or calculated under this Agreement are to be advanced, paid or calculated in Canadian dollars.
- (b) Governing Law. This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of competent jurisdiction in the Province of Ontario in respect of any action or proceeding relating in any way to this Agreement.
- (c) Headings. The use of headings in this Agreement is for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an article or section refers to the specified article or section of this Agreement.

- (d) Including. Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.
- (e) Number and Gender. This Agreement shall be read with such changes of gender and number as the context may require.
- (f) Date for Any Action. If any date on which any action is required to be taken under this Agreement is not a Business Day, that action shall be required to be taken on the next following Business Day.
- (g) Severability. In the event that any provision herein, or part thereof, shall be deemed void, invalid, illegal or unenforceable by a court or other lawful authority of competent jurisdiction, this Agreement shall continue in force with respect to the enforceable provisions and all rights accrued under the enforceable provisions shall survive any such declaration, and any non-enforceable provision, shall to the extent permitted by law, be replaced by a provision which, being valid, comes closest to the intention underlying the invalid, illegal or unenforceable provision.
- (h) Statutory References. A reference to a statute includes all rules and regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amend, supplement, replace or supersede any such statute or any such regulation or rule.

### **1.3 Agreements Between Algonquin and SA**

This Agreement shall supersede the agreement dated October 11, 1988 between Algonquin and the SA relating to athletics facilities programming and related ancillary fees, but for greater certainty, shall not supersede any other agreements entered into between Algonquin and the SA. For greater certainty, this Agreement relates solely to non-academic athletics and recreational programming and does not encompass arrangements with respect to construction, financing and/or occupancy of the Athletics and Recreation Centre in respect of which separate agreements have been entered into by the Parties contemporaneously with this Agreement.

## **ARTICLE 2 ACKNOWLEDGEMENT AND TERM**

### **2.1 Mutual Acknowledgement**

The College hereby acknowledges that the SA is responsible for providing the Services for the Student Body in accordance with the terms of this Agreement. The SA acknowledges that it is responsible for providing the Services.

### **2.2 Services**

The SA makes available and provides the following athletics and recreation programming services to the Student Body at the College Campuses on a continuing basis during the Term of this Agreement (each, a “Service” and collectively the “Services”):

- (a) all recreational and intramural athletics programs, leagues and activities;
- (b) a comprehensive and dynamic program of fitness, nutrition and lifestyle activities, facilities and education;
- (c) massage therapy and athletic therapy services;
- (d) selection and development of varsity athletes, and formation, administration and promotion of varsity athletes and sports teams, programs, and competitions;
- (e) hosting municipal, provincial and national sporting events, tournaments and other competitions;
- (f) marketing the rental and use of facilities at the College of which the SA has exclusive use to third party organizations (such as, but not limited to, sports clubs, leagues, events, musical acts, etc.) with a view to increase revenues and asset utilization during periods for which the facilities would not otherwise be fully utilized to meet student needs;
- (g) all recreation and athletics services and programming at and relating to the Athletics Field;
- (h) any other activity deemed to be a non-academic or extra-curricular student athletics or recreation activity not described above or hitherto unimagined by the SA, acting reasonably, to be a Service hereunder for which the SA would serve as the proper provider for such activity; and
- (i) such additional athletics or recreation programming services as considered by the SA to be beneficial for the students.

For clarity, the Services include athletics and recreation programming services for the Student Body at all College Campuses, which includes, but is not limited to, all Services to be provided by the SA for and in connection with the Athletics and Recreation Centre.

### **2.3 Covenants relating to Services**

In carrying out the Services:

- (a) the SA shall do or cause to be done all such things which are necessary to ensure compliance by the SA and any subtenants and licensees of any facility where Services are being provided including the Athletics and Recreation Centre, in all cases with all of the terms and conditions of all applicable laws, insurance requirements and any leases with tenants of premises within such facilities;
- (b) the SA shall consider and advise the College from time to time as to rules and regulations or any additional rules and regulations required to be made for the better or more efficient operation of any facility where Services are being provided including the Athletics and Recreation Centre, and cause the same to be honoured;
- (c) the SA shall act in a diligent and efficient manner, in keeping with the standards of the industry for facilities comparable to the Athletics and Recreation Centre and, in that regard, the SA shall exercise the same degree of care, skill and supervision as would be exercised by a reasonable and prudent Person who is experienced in performing like Services for facilities of similar size, quality and use to those of the Athletics and



Recreation Centre. Notwithstanding the foregoing, the SA and College each acknowledges and agrees that neither of them shall, without the prior written approval of the other Party, be permitted to make any material physical alterations, substitutions or additions to any part of the Athletics and Recreation Centre not already part of the design and plans, or to the permitted use of same, as previously approved by the Parties;

- (d) the SA shall not engage in any Service, business, conduct or practice which may harm the College's business or reputation or reflect unfavorably on the College or the College's brand in any manner whatsoever, as determined by the College acting reasonably.

#### **2.4 Term of Agreement**

This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with Section 2.7 (the "Term").

#### **2.5 Minimizing Duplication**

In consideration of the making available and provision by the SA of the Services to the Student Body, the incurring by the SA of substantial expense in offering and providing same, and the purpose of the Levy being a mandatory ancillary fee designated by the Student Body as funding for the SA of the Services, the College agrees to cooperate with the SA to avoid the duplication in the offering and provision of services similar to the athletics and recreation related services to the Student Body. With a view to facilitating such cooperation, the Parties agree:

- (a) to make generally available from time to time during the Term summary descriptions of the respective services offered by each of them and which they plan to offer; and
- (b) to consult with each other on a regular and timely basis with respect to the foregoing as required to coordinate their respective services,

all with a view to benefitting the Student Body.

For greater certainty, subject to compliance with the terms of this Agreement (including, without limitation, Section 2.8 in particular), the foregoing shall in no way limit or restrict either Party, in its sole discretion and without the consent of the other Party, in offering or making available or providing any services or programming to the Student Body which is the same or similar to the Services, whether or not integral to academic programming.

#### **2.6 Use of Gymnasium Facilities**

Notwithstanding anything to the contrary in this Agreement, in the event that the College desires the use of the gymnasium facilities located within the Athletics and Recreation Centre for the purposes of accommodating students writing exams, the College shall, prior to October 1st for the Fall semester and February 1st for the Winter Semester and June 1st for the Summer semester during each year of the Term provide the SA with written notice of the final detailed examination schedule (which shall include details with respect to the course for which

such exam relates to and the scheduled date and time of each such exam) for each such semester published and made available by the College to the Student Body. The SA shall use reasonable commercial efforts to coordinate with the College to accommodate use by the College of such the gymnasium facilities in the Athletics and Recreation Centre during such periods, subject to agreement between the Parties as to fees and charges applicable therefor and timely payment thereof by the College; provided, however, that the SA reserves the right to refuse use of the gymnasium for exams at its sole discretion provided the SA provides the College with not less than one year advance notice of its intention in that regard.

## **2.7 Termination**

Either Party may terminate this Agreement in whole or in part for any of the Services in any of the following circumstances, upon notice in writing to the other Party not less than thirty (30) days:

- (a) upon the happening of any act or omission by the other Party constituting fraud, wilful misconduct, gross negligence or a wilful breach of applicable laws that has been duly investigated and found to have occurred; and
- (b) upon the liquidation or bankruptcy of the other Party or any action by the other Party to seek protection from any of its creditors that is not being duly contested by such Party.

Notwithstanding the foregoing, the SA may terminate this Agreement, in whole or in part for any of the Services, at any time without reason or cause by giving twelve (12) months' advance written notice to Algonquin College of the SA's intention to terminate this Agreement. For greater certainty, such termination by the SA does not thereby create any obligation on the College to offer or provide any part of such Services as are terminated by the SA although the College shall have the right to offer or provide such Services following such termination from all facilities where such Services were being provided.

## **2.8 Acknowledgement Re Levy**

The College acknowledges and agrees that, subject to the termination of this Agreement in accordance with the terms hereof, the Levy shall at all times be for the benefit of and shall be directed to the SA for the duration of the Term, unless otherwise agreed to in writing by the Parties.

## **2.9 Provision of Services Following End of Term**

In the event this Agreement is terminated, the College covenants that it will continue to use the Athletics and Recreation Centre for the purposes of and consistent with the usage by the SA thereof prior to such termination for the remaining useful life of such the Athletics and Recreation Centre. The College shall apply the Levy solely for the purpose of such uses, subject first to payment by the College from the Levy of all amounts necessary to maintain in good standing indebtedness of the SA relating to the Athletics and Recreation Centre pursuant to undertakings if any by the College to the SA's lenders.

## **2.10           Self-Help**

Subject to the obligation set out in Section 2.8 and 2.9 herein, in the event this Agreement is terminated by the College due to an event of default of the SA that shall have occurred and be continuing and be unremedied within the periods for notice and cure specified herein, the College shall have the right to enter the facility to take possession of any property of the SA on such facility, to operate and store such property at the expense and risk of the SA in such manner as the College, acting reasonably, deems appropriate; and to apply proceeds of the Levy, first, to the payment of any amounts owing by the SA in relation to the Athletics and Recreation Centre (whether to the College or other third parties), second to the payment of any expenses incurred by the College with respect to any such possession and operation, with the residue to be remitted to the SA for future obligations of the SA as they become due and payable.

## **ARTICLE 3 COSTS AND PAYMENTS**

### **3.1           Fees and Costs**

The SA makes available and provides the Services to students enrolled at the College. The College collects the Athletics and Recreation fee (the “Levy”) from the students on behalf of the SA. The Levy is approved by the SA, and in turn by the College and the applicable regulatory authorities in the Province of Ontario as a permitted compulsory ancillary fee assessed to students in relation to athletics and recreation services, such as the Services made available to and provided for the benefit of the Student Body for each applicable academic period during the Term of this Agreement.

For greater certainty, all costs attributable to the Services from time to time shall be borne solely by the SA and the SA shall not receive any consideration or reimbursement from the College for the provision of the Services other than allocation to the SA of the Levy as provided herein.

### **3.2           Payment of Levy**

The College is required to remit to the SA, within thirty (30) days after the final day of each calendar month, such amounts of the Levy as collected by the College from the students up to the last day of the relevant preceding calendar month, together with any other amounts due to and not previously paid to the SA for any prior period in respect of the Levy.

### **3.3           Records and Audit**

Algonquin College shall maintain accurate records to support all amounts of the Levy collected from students, and all remissions to the SA relating thereto. The SA shall have the right to have a reputable independent accounting firm confidentially inspect such records at all reasonable times. Algonquin College shall maintain such records open to such inspection for a period of one (1) year following completion of each year of the Term.



(d) any breach of the restrictions contained in this Article 5 is a breach of this Agreement, which will cause irreparable harm to the other Party entitling the other Party to seek injunctive relief in addition to all legal remedies.

## **ARTICLE 5 NOTICE**

### **5.1            Notices**

Any notice or other written communication given or received under this Agreement shall be deemed to have been validly given or received: (a) if delivered by courier or personal delivery or by facsimile, on the date on which it was so delivered or transmitted; or (b) if mailed, on the fifth Business Day following its sending by first class mail to:

(a) in the case of Algonquin College:

Address:        1385 Woodroffe Avenue  
                    Ottawa, Ontario  
                    K2G 1V8  
                    Canada

Attention :     Duane McNair, Vice-President, Finance  
Email :         mcnaird@algonquincollege.com

(b) in the case of the SA:

Address:        1385 Woodroffe Avenue  
                    Room E114  
                    Ottawa, Ontario  
                    K2G 1V8  
                    Canada

Attention:     Jack Doyle, General Manager  
Email:         doylej@algonquincollege.com

provided that each Party may change its address for purposes hereof by written notice to the other Party.

## **ARTICLE 6 GENERAL**

### **6.1            Dispute Resolution**

The parties hereto agree that any and all disputes arising between the parties with respect to the terms of this Agreement shall be settled to the extent possible by negotiation and

mutual efforts, acting reasonably. The Parties hereto agree that any and all disputes arising between the parties with respect to the terms of this Agreement shall be resolved in accordance with Schedule D – Dispute Resolution Procedure attached hereto.

## **6.2 Amendment and Waiver**

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing and signed by both Parties, provided that any such supplement, modification, amendment, waiver, discharge or termination may be executed in counterpart form. No waiver of, failure to exercise, or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar), nor does such waiver constitute a continuing waiver unless otherwise expressly provided.

## **6.3 Relationship Between the Parties**

In providing the Services in accordance with this Agreement, in no event shall the SA conclude contracts for or on behalf of Algonquin College, act in a manner legally binding on Algonquin College, or hold itself out as having the authority to legally bind Algonquin College, and, for greater certainty, this Agreement shall in no way be construed as:

- (a) creating any partnership, agency relationship or other form of legal association that would impose liability upon one Party for the actions or failure of the other Party; or
- (b) providing one Party with the right, power or authority (express or implied) to create any duty for, or obligation of, the other Party.

## **6.4 Employee Matters**

The Parties hereby acknowledge and agree that:

- (a) All employees and representatives of the SA providing Services are employees or representatives of the SA, and not employees or representatives of Algonquin College;
- (b) in performing the Services, all employees and representatives of the SA providing Services shall be under the direction, control and supervision of the SA and not Algonquin College; and
- (c) the SA shall have the sole right to exercise all authority with respect to the employment (including termination of employment), assignment and compensation of its employees and representatives; and
- (d) the SA shall be solely responsible for the payment of all payroll and withholding taxes relating to its employees for services provided to SA during the Term.

## 6.5

### **Indemnities and Limitations of Liability**

- (a) Notwithstanding anything to the contrary contained herein except in relation to a breach of confidentiality or proprietary or personal information contrary to Article 4 hereof or a breach of Section 2.5, neither Party shall, under any circumstances, be liable to the other for any consequential, incidental, special or indirect damages arising out of or related to this Agreement or the transactions contemplated hereunder, even if either Party has been apprised of the likelihood of such damages. The College and the SA make no warranties to the other and each expressly disclaims any implied warranties except as otherwise expressly provided herein.
- (b) The College shall indemnify and save harmless SA from any and all Claims whatsoever arising during the Term out of any breach, violation or non-performance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed or performed by Algonquin pursuant to this Agreement, except to the extent that such Claims are due to the breach, violation or non-performance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed or performed by SA pursuant to this Agreement and/or the negligence or wrongful acts or omissions of SA or Persons for whom it is in law responsible.
- (c) SA shall indemnify and save harmless the College from any and all Claims whatsoever arising during the Term out of any breach, violation or non-performance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed or performed by SA pursuant to this Agreement, except to the extent that such Claims are due to the breach, violation or non-performance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed or performed by Algonquin pursuant to this Agreement and/or the negligence or wrongful acts or omissions of Algonquin or Persons other than the College for whom it is in law responsible; provided that for the purposes of the indemnities in this paragraph 6.4(c), engagement of the College for the provision of services to or on behalf of the SA shall not be deemed to constitute the SA as being responsible in law for the College.

Notwithstanding anything to the contrary in this Agreement, the SA acknowledges and agrees that:

- (i) the remedies, recourse or rights of the SA shall be limited to Algonquin and to the right, title and interest owned by Algonquin in and to all of Algonquin's personal property;
- (ii) the SA unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of this Agreement, and agrees that it shall have no remedies, recourse or rights in respect of this Agreement against the Crown in right of Ontario, any Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or

representative of a Crown agency or a corporation in which the Crown owns a majority of the shares or appoints a majority of the directors or members, other than Algonquin and its assets;

- (iii) Algonquin's maximum aggregate liability for any and all claims and damages arising out of or related to this Agreement, whether arising in contract, tort, strict liability, statute or otherwise, shall not exceed the total value of the obligations of the College to the SA under this Agreement;
- (iv) the limits of liability are exclusive as to all remedies and the liability cap shall not be increased under any circumstances; and
- (v) the SA expressly acknowledges and agrees to this limitation and will arrange for such additional insurance coverage as it may deem necessary in the SA's sole discretion.

**6.6 Time of the Essence**

Time shall be of the essence in the performance of all obligations by both Parties to this Agreement.

**6.7 Counterparts**

This Agreement may be executed in any number of counterparts (by facsimile, pdf or otherwise), each of which shall be deemed to be an original and, all of which when taken together, shall be deemed to constitute one and the same instrument, and notwithstanding their date of execution shall be deemed to bear the day and year first above written. It shall not be necessary in making proof of this Agreement to produce more than one counterpart.

**6.8 Assignment**

This Agreement is personal to the parties and may not be transferred or assigned by the College or the SA, as the case may be, other than as may be required or initiated by Applicable Law. This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

**6.9 Survival**

The following provisions survive the termination or expiry of this Agreement and continue in full force and effect and do not merge: Section 3.1, Section 3.2, Article 4, Section 6.2, and Section 6.4.

**[SIGNATURE PAGE TO FOLLOW]**



**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement effective as of the 1<sup>st</sup> day of September, 2019.

**THE ALGONQUIN COLLEGE OF  
APPLIED ARTS AND TECHNOLOGY**

**THE STUDENTS' ASSOCIATION OF  
THE ALGONQUIN COLLEGE OF  
APPLIED ARTS AND TECHNOLOGY  
CORPORATION**

Per:

Name: \_\_\_\_\_  
Title:

I have authority to bind the Corporation.

Per: \_\_\_\_\_

Name: \_\_\_\_\_  
Title:

I have authority to bind the Corporation.

## **SCHEDULE "A"**

### **Legal Description of Ottawa Campus**

PIN 04691-0290 (LT): FIRSTLY: PART LOT 35 CONCESSION 1 RIDEAU FRONT (NEPEAN) PART 1 4R20144, SECONDLY: PART LOT 34 CONCESSION 1 RIDEAU FRONT (NEPEAN) PART 4 4R20144, THIRDLY: PART OF LOTS 34 AND 35 CONCESSION 1, RIDEAU FRONT (NEPEAN) PART 1 5R-14187 SAVE & EXCEPT PARTS 2, 4, 5 & 9 4R-17557 & PART 1 4R-26099, PART 1 4R27987 & PARTS 1 & 2 4R31688; SUBJECT TO AN EASEMENT IN FAVOUR OF THE HYDRO-ELECTRIC COMMISSION OF THE CITY OF NEPEAN OVER PART 1 4R-12162 SAVE & EXCEPT PART 9 4R-17557 AS IN LT1012354; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 4R26099 AS IN OC1641664; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 4R27987 AS IN OC1641666; CITY OF OTTAWA

## **SCHEDULE "B"**

### Legal Description of Pembroke Campus

PIN 57139-0310 (LT): PT WATER LT XM, AND WATER LT LOCATION CL5212, PTS 1 & 2, 49R17411, EXCEPT PTS 2 & 8, 49R18397; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1, 49R18397 AS IN RE186565; CITY OF PEMBROKE PIN 57139-0295 (LT): PT WATER LOT XM AND PT LOTS 95 TO 100, INCL., REG PLAN 9, PART 5, 49R17411; CITY OF PEMBROKE

## **SCHEDULE “C”**

### **Legal Description of Perth Campus**

PIN 05165-0089 (LT): LT 15 S/S HARVEY ST PL 8828 LANARK S DRUMMOND; PT LT 15 N/S CRAIG ST, 16 N/S CRAIG ST PL 8828 LANARK S DRUMMOND AS IN RS209161; S/T RESERVATIONS IN RS136787; PERTH PIN 05165-0641 (LT): PART PROVOST ST PL 8828 LANARK S DRUMMOND CLOSED BY BYLAW LC64900 BEING PART 1 ON 27R9146; PERTH

## SCHEDULE “D”

### Dispute Resolution

Algonquin College and the SA agree that any dispute arising between them with respect to the terms of this Agreement, the services hereunder or anything related thereto shall be resolved in accordance with this Schedule D.

1. The SA and Algonquin College agree that at all times each of them shall make bona fide and good faith efforts to resolve by amicable negotiations any and all disputes arising between them on a without prejudice basis, and have all disputes resolved at the lowest level of management before engaging the dispute resolution process described below.
2. The SA and Algonquin College shall give verbal notice to the other Party of any dispute immediately upon becoming aware of a circumstance or situation giving rise to a dispute to the applicable person named in the notice provisions of the Agreement if such dispute has not been resolved or at the lowest level of management of each of the parties initiating and having the authority to resolve such dispute.
3. If the SA and Algonquin College are unable to resolve a dispute following verbal notice pursuant to paragraph 1 above within five (5) days of such verbal notice or such shorter period as may appropriate in the case of urgency, either Party may deliver to the other, a written notice of dispute (the “**Notice of Dispute**”), which Notice of Dispute shall initiate the dispute resolution process described in paragraphs 4 to 9 below, as applicable. The Notice of Dispute must expressly state that it is a notice of dispute, set out the particulars of the matter in dispute, describe the extent and value of the remedy or resolution sought by the party issuing the Notice of Dispute, describe the relevant provisions of the Contract Documents, and shall be signed by the party giving the Notice of Dispute.
4. On receipt of a Notice of Dispute, the SA and Algonquin College shall each promptly and diligently make all reasonable *bona fide* efforts to resolve the dispute. Each party shall provide to the other, on a without prejudice basis, frank, candid, and immediate disclosure of relevant facts, information and documents (except documentation that is subject to legal privilege) as may be required or reasonably requested by the other to facilitate the resolution of the dispute.
5. All discussions and negotiations, and all documents exchanged, between them related to the dispute shall be on a without prejudice basis to facilitate the resolution of the dispute.
6. If the dispute is not resolved within five (5) days after the Notice of Dispute and referral to the senior representatives of the parties (the “**Initial Resolution Window**”), or such longer period of time as the parties both expressly agree, then on consent of the SA and Algonquin College, the Parties agree that the dispute will be promptly referred to mediation. Each party agrees to promptly and not later than two (2) business days after the lapse of the Initial Resolution Window to provide the names of not less than three (3) mediators acceptable to each of the Parties. The first of such names that is common on the lists exchanged by the Parties shall be deemed to be acceptable to both parties and shall be

promptly appointed by the Parties as mediator; in the event such mediator is unwilling to act or unavailable within the timeframes required by the Parties, the Parties will promptly continue to exchange lists of names as above and to engage with the first matching mediator that is willing and able to act as mediator within the timeframes required by the Parties. The Parties agree to share fees and expenses of the mediator equally.

7. If the Parties are unable to resolve the dispute through mediation above, then within five (5) days thereafter, or such longer period as the parties both expressly agree, the dispute shall be resolved through binding arbitration pursuant to the *Arbitration Act, 1991* (Ontario), subject to the provisions of this Schedule D.
8. The arbitration referred to in paragraph 7 above shall be commenced by the delivery of a notice of arbitration (the “**Notice of Arbitration**”) by the Party seeking to have the dispute resolved (the “**Initiating Party**”) which shall include, at a minimum: (a) a description of the relief sought; (b) a detailed description of the dispute including all facts that the Initiating Party relies upon; and (c) copies of all documents that the Initiating Party relies upon in support of the relief sought.
9. The Party receiving the Notice of Arbitration (the “**Responding Party**”) shall deliver a response to the Notice of Arbitration (the “**Response**”) within ten (10) days of receipt of the Notice of Arbitration, which Response shall include, at a minimum: (a) a response to the relief sought and any relief sought by the Responding Party; (b) a detailed description of the dispute including all facts that the Responding Party relies upon; and (c) copies of all documents that the Initiating Party relies upon in support of the relief sought.
10. The arbitration hearing shall be conducted by one arbitrator mutually agreed upon by the Parties. If the Parties are unable to agree on the arbitrator within five (5) business days of the delivery of the Response, either Party may refer the matter to the Ontario courts for determination and appointment of the arbitrator.
11. The arbitration hearing shall be conducted in Ottawa, Ontario, or such other place as both the SA and the Algonquin College agree.
12. The Parties agree that the remainder of the arbitration procedures shall be determined by the arbitrator(s) and that the arbitrator(s) may extend any timelines set out in this Dispute Resolution Procedure.

Report title:	First Quarter 2019-2020 Financial Projection
Report to:	Board of Governors
Date:	October 28, 2019
Author/Presenter:	Duane McNair, Vice President, Finance and Administration Grant Perry, Director, Finance and Administrative Services

1. RECOMMENDATION:

**THAT** the Board of Governors approves the First Quarter 2019-2020 Financial Projection with an overall net contribution of \$198,000 which is a decrease of \$1.0 million from the Approved Annual Budget net contribution of \$1.2 million.

2. PURPOSE / EXECUTIVE SUMMARY:

The purpose of this report is to present the First Quarter 2019-2020 Financial Projection, including a summary of funded positions, and to provide an updated compliance status of the Board Policy BGII-02: Financial Management.

3. BACKGROUND:

When the annual budget is approved, some factors must be estimated because of unknown elements affecting revenue and expenditure forecasts. The quarterly financial reporting process provides an opportunity to update projections based on current information.

On February 25, 2019, the Board of Governors approved the 2019-2020 Annual Budget with an overall net contribution of \$1.2 million. In compliance with both the Board of Governors' Direction and Ministry of Training, Colleges and Universities Operating Directive, the 2019-2020 Approved Annual Budget also returns a net surplus on Funded Activity/College Operations of \$7.4 million. This maintains the College's commitment to balancing student tuition revenues and government funded activities with associated operating expenditures.

4. DISCUSSION:

The First Quarter 2019-2020 Financial Projection projects a \$1 million decrease to the net contribution of Algonquin College. This is reflected in a decrease to the Approved Annual Budget net contribution of \$1.2 million, to a revised net contribution of \$198,000 as outlined in this report.

While there are a number of minor offsetting adjustments identified during the quarterly review process, the majority of the \$1 million decrease in net contribution adjustment is due to two significant events:

- Athletics and Recreation Centre: At the time of the preparation of the Approved Annual Budget, a number of assumptions were made regarding the structure of the implementing agreements, timing of construction payments, and accounting treatments for the project with the Students' Association as the new Athletics and Recreation Centre is constructed. The following two changes have been made:
  - In June 2017, the Board of Governors approved a \$5.5 million draw on College reserves to contribute to the construction of the Athletics and Recreation Centre. It was assumed during the preparation of the Approved Annual Budget that the College's contribution would be pro-rated against the overall spending of the project and therefore paid out over two years. Upon further review and consideration, the College will now contribute its full \$5.5 million commitment in 2019-2020 to reduce the interest expense charged to the project as the Students' Association will be financing the bulk of the Association's commitment through a student ancillary fee. The College and the Association are attempting to minimize the interest charged against the student ancillary fees that ultimately fund this project. This change results in a deferral of \$3.8 million in contribution revenue from the Students' Association in our Strategic Investment Priorities from 2019-2020 to 2020-2021.
  - In consultation with legal and accounting professionals, it has also been determined that the transaction for the building and the operating of the Athletics and Recreation Centre will be structured such that the building will be a leasehold improvement owned by the Students' Association and therefore it will not be capitalized as an asset on the College's financial statements. This transaction structure is the most tax efficient for the project. This change adjusts the Non-Cash Adjustment section of the Quarterly Projection by \$(1.8) million due to a change in the accounting treatment for the accounting of the building.

The changes detailed above have no impact on the timelines or the overall cost of the Athletics and Recreation Centre.

- Sale of vacant property: The second significant change is the realization of a \$2.4 million net gain on the sale of the vacant March Road land in Kanata. These funds will be kept in College reserves and committed to a future academic facility development pending approval by the Board of Governors and the Ministry.



Identified changes have been included in Appendix A: First Quarter 2019-2020 Financial Projection. Moderate changes, changes greater than \$500,000, that impact the projected net contribution of the College are discussed below in the sections titled: **Revenue Variances** and **Expenditure Variances**.

**Revenue Variances (moderate):**

- Revenue related to international enrolment in the English for Academic Purposes (EAP) program is projected to decrease by \$901,000, which is also impacted by the equalization of the EAP tuition fees for both international and Canadian students.
- Student Ancillary fees are projected to increase by \$1.9M over the Approved Annual Budget. This increase is a combination of a number of adjustments including \$960,000 in revenue related to maintaining the current operations of the Health Services unit, and an additional \$595,000 in Student Experience Fees. Both items were not included in the Approved Annual Budget.
- An additional \$1.8M in International Fee Premiums has been projected from international enrolments being 4.8% higher than the Approved Annual Budget. This increase is reflected in a transfer to Funded Activity, as well in an increase to the gross International Education Centre revenues.
- Contract and Other Non-Funded Activity revenue is projected to increase by \$5.4 million as a result of new contracts such as the Skills Advance Ontario project and the unplanned renewal of the Local Employment Planning Council contract.

**Expenditure Variances (moderate):**

- With the decision to maintain the College-operated Health Services unit mentioned above, Salaries and Benefits expenditures of \$1.1 million were reinstated as they were not captured within the Approved Annual Budget.
- Contingency expenditures are projected to decrease by \$1.2 million from the Approved Annual Budget based on current requirements.
- Contracts and Other Non-Funded Activity Expenses are projected to increase by \$4.0 million, due to expenditures associated with the delivery of new contracts such as the Skills Advance Ontario project and the renewal of the Local Employment Planning Council contract.
- With the reduction in enrolment in the English for Academic Purposes program, referral fees and insurance costs related to the program are expected to decrease by \$541,000. This decrease is offset by the transfer of \$799,000 in international fee premiums to the Funded Activity of the College.

**Compliance:**

The Board of Governors Financial Management Policy: BGII-02, Section 2.3 requires that the quarterly projections of the annual budget shall be presented to the Board, ensuring that the College’s projected surplus or deficit are at least equal to or better than the Approved Budget.

The First Quarter Financial Projection projects a surplus of \$198,000 as compared to the Approved Annual Budgeted surplus of \$1.2 million as a result of the adjustments detailed above. As the College is not currently in compliance with one element of the Finance Management Policy, Board approval is required for this non-compliance. The College will continue to contain costs and seek incremental revenues for the duration of the year in an attempt to gain full compliance with this policy by the end of the current fiscal year. The annual budget and quarterly financial projections compliance schedule is provided in Appendix B: First Quarter 2019-2020 Compliance Schedule.

5. LINK TO STRATEGIC PLAN:

<b>STRATEGIC PLAN 2017-2022</b>			
<b>LEARNER DRIVEN</b> <b>Goal One</b> Establish Algonquin as the leader in personalized learning across all Ontario colleges.	<input checked="" type="checkbox"/>	<b>CONNECTED</b> <b>Goal Four</b> Become an integral partner to our alumni and employers.	<input checked="" type="checkbox"/>
<b>QUALITY AND INNOVATION</b> <b>Goal Two</b> Lead the college system in co-op and experiential learning.	<input checked="" type="checkbox"/>	<b>SUSTAINABLE</b> <b>Goal Five</b> Enhance Algonquin’s global impact and community social responsibility.	<input checked="" type="checkbox"/>
<b>Goal Three</b> Attain national standing in quality, impact and innovation within each school and service.	<input checked="" type="checkbox"/>	<b>PEOPLE</b> <b>Goal Six</b> Be recognized by our employees and the community as an exceptional place to work.	<input checked="" type="checkbox"/>

6. STUDENT IMPACT:

Students will benefit from additional investments in technology infrastructure, renovations and adaptations to learning spaces, maintenance of existing learning spaces, and investment in new program development, academic equipment, and new facilities.

7. FINANCIAL IMPACT:

The First Quarter 2019-2020 Financial Projection indicates a positive impact on the College’s financial position, operations, cash flow, and net assets.

8. HUMAN RESOURCES IMPACT:

The 2019-2020 Approved Annual Budget and the First Quarter 2019-2020 Financial Projection provides required funding for all existing full-time permanent staff complement positions and other than permanent positions. There are also provisions for professional development and training for College employees.

9. GOVERNMENT / REGULATORY / LEGAL IMPACT:

In compliance with both the Board of Governors' Financial Management Policy and the Ministry of Training, Colleges and Universities' Business Plan Operating Procedure Directive, the 2019-2020 Approved Annual Budget and the First Quarter 2019-2020 Financial Projection maintain a positive accumulated surplus position and the College's commitment to balancing government funded operating activities with expenditures.

10. COMMUNICATIONS:

All required communications will be administered through the Communications, Government and External Relations Office.

11. CONCLUSION:

The Algonquin College First Quarter 2019-2020 Financial Projection identifies resources supporting the Strategic Plan and Business Plan of the College while complying with Provincial government directives.

Respectfully submitted:



\_\_\_\_\_  
Duane McNair  
Vice President, Finance and Administration

Approved for submission:



\_\_\_\_\_  
Claude Brulé  
President and CEO

**Appendices:**

Appendix A – First Quarter 2019-2020 Financial Projection
Appendix B – First Quarter 2019-2020 Compliance Schedule



## FIRST QUARTER 2019-2020 FINANCIAL PROJECTION



Presentation to the Board of Governors  
October 28, 2019



**First Quarter 2019-2020 Financial Report**

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	Approved Annual Budget	Q1 Year-End Projection	Q1 vs. Approved Variance Favourable/ (Unfavourable)	Variance as % of Budget
<b>Funded Activity/College Operations</b>				
Revenue	\$ 264,578	\$ 266,959	\$ 2,381	1%
Expenditures	257,222	257,313	(91)	0%
Net Contribution	7,356	9,646	2,290	31%
<b>Contracts &amp; Other Non-Funded Activity</b>				
Revenue	27,093	32,510	5,417	20%
Expenditures	27,206	31,167	(3,961)	-15%
Net Contribution	(113)	1,343	1,456	-1288%
<b>Campus Services</b>				
Revenue	44,861	44,386	(475)	-1%
Expenditures	36,997	36,527	470	1%
Net Contribution	7,864	7,859	(5)	0%
<b>International Education Centre</b>				
Revenue	60,522	62,407	1,885	3%
Expenditures	41,016	41,274	(258)	-1%
Net Contribution	19,506	21,133	1,627	8%
<b>Strategic Investment Priorities</b>				
Revenue	14,399	12,033	(2,366)	-16%
Expenditures	45,488	50,130	(4,642)	-10%
Net Contribution	(31,089)	(38,097)	(7,008)	-23%
<b>Extraordinary Item</b>				
Net Proceeds from Sale of March Road Land - to specific reserves	-	2,403	2,403	
<b>Non-Cash Revenue Adjustments</b>				
Capital Grants recorded as Deferred Capital Contributions	(12,000)	(1,000)	11,000	92%
Amortization of Deferred Capital Contributions	8,000	7,600	(400)	-5%
<b>Non-Cash Expenditure Adjustments</b>				
Expenditures to be Capitalized	18,400	6,000	(12,400)	-67%
Amortization Expense	(16,800)	(16,800)	-	0%
Change in Vacation, Sick Leave & Post-Employment Benefits	110	110	-	0%
<b>Net Contribution as per Public Sector Accounting Standards (PSAS)</b>	<b>\$ 1,234</b>	<b>\$ 198</b>	<b>\$ (1,037)</b>	<b>84%</b>

	Year-End Actual March 31, 2019	March 31, 2020 Approved Annual Budget	March 31, 2020 Q1 Projected	Year-End vs. Approved Variance
<b>ASSETS</b>				
<b>Current Assets</b>				
Cash and Short Term Investments	\$ 82,238	\$ 60,118	\$ 103,885	\$ 43,767
Accounts Receivable	22,979	24,000	24,000	-
Inventory	1,548	1,550	1,550	-
Prepaid Expenses	2,463	2,700	2,700	-
	<b>109,228</b>	<b>88,368</b>	<b>132,135</b>	<b>43,767</b>
<b>Investments</b>	61,766	50,000	32,500	(17,500)
<b>Endowment Assets</b>	27,470	27,220	28,070	850
<b>Capital Assets</b>	304,413	298,183	293,613	(4,570)
<b>TOTAL ASSETS</b>	<b>\$ 502,877</b>	<b>\$ 463,771</b>	<b>\$ 486,318</b>	<b>\$ 22,547</b>
<b>LIABILITIES &amp; NET ASSETS</b>				
<b>Current Liabilities</b>				
Accounts Payable & Accrued Liabilities	\$ 37,332	\$ 28,000	\$ 35,000	\$ 7,000
Accrued Salaries & Employee Deductions Payable	9,767	10,000	10,000	-
Deferred Revenue	50,433	36,000	45,000	9,000
Current Portion of Long Term Debt	3,298	3,502	3,502	-
	<b>100,830</b>	<b>77,502</b>	<b>93,502</b>	<b>16,000</b>
<b>Long Term Debt</b>	41,870	38,552	38,552	-
<b>Vacation, Sick Leave &amp; Post-Employment Benefits</b>	19,238	18,719	19,128	409
<b>Deferred Capital Contributions</b>	165,222	163,528	158,622	(4,906)
<b>Interest Rate Swaps</b>	5,280	4,753	5,280	527
<b>Net Assets</b>				
Unrestricted	1,000	1,000	1,000	-
Investment in Capital Assets	94,023	92,601	92,937	336
Vacation, Sick Leave & Post-Employment Benefits	(19,238)	(18,719)	(19,128)	(409)
Internally Restricted	72,988	64,954	74,161	9,207
Endowment Fund	27,470	27,220	28,070	850
	<b>176,243</b>	<b>167,056</b>	<b>177,040</b>	<b>9,984</b>
<b>Accumulated Remeasurement Losses</b>	<b>(5,806)</b>	<b>(6,339)</b>	<b>(5,806)</b>	<b>533</b>
	<b>170,437</b>	<b>160,717</b>	<b>171,234</b>	<b>10,517</b>
<b>TOTAL LIABILITIES &amp; NET ASSETS</b>	<b>\$ 502,877</b>	<b>\$ 463,771</b>	<b>\$ 486,318</b>	<b>\$ 22,547</b>

(all figures in \$ 000's)

	Approved Annual Budget	Q1 Year-End Projection	Q1 vs. Approved Variance Favourable/ (Unfavourable)
<b>FUNDED ACTIVITY/COLLEGE OPERATIONS</b>			
<b>Grants</b>			
Post Secondary Activity	\$ 105,809	\$ 105,809	\$ -
Apprentice	5,583	5,583	-
Flow-Through Student Aid	1,729	1,729	-
<b>TOTAL GRANTS</b>	<b>113,121</b>	<b>113,121</b>	<b>-</b>
<b>Tuition Fees</b>			
Full-Time Post Secondary	80,341	80,381	40
Full Time Non-Funded	1,487	586	(901)
Part-Time	10,330	10,330	-
Adult Training	1,218	1,218	-
Student Technology Fees	8,233	8,233	-
<b>TOTAL TUITION FEES</b>	<b>101,609</b>	<b>100,748</b>	<b>(861)</b>
<b>Contract Educational Services</b>			
Corporate & Other Programs	5,467	5,467	-
<b>TOTAL CONTRACT EDUCATIONAL SERVICES</b>	<b>5,467</b>	<b>5,467</b>	<b>-</b>
<b>Other</b>			
Early Learning Centre	1,047	1,047	-
Student Ancillary Fees	3,596	5,539	1,943
Investment Income	747	1,247	500
Transfer from International Education Centre <sup>1</sup>	22,766	23,565	799
Miscellaneous	16,225	16,225	-
<b>TOTAL OTHER</b>	<b>44,381</b>	<b>47,623</b>	<b>3,242</b>
<b>TOTAL FUNDED ACTIVITY/COLLEGE OPERATIONS</b>	<b>264,578</b>	<b>266,959</b>	<b>2,381</b>
<b>CONTRACTS &amp; OTHER NON-FUNDED ACTIVITY</b>	<b>27,093</b>	<b>32,510</b>	<b>5,417</b>
<b>CAMPUS SERVICES</b>	<b>44,861</b>	<b>44,386</b>	<b>(475)</b>
<b>INTERNATIONAL EDUCATION CENTRE</b>	<b>60,522</b>	<b>62,407</b>	<b>1,885</b>
<b>STRATEGIC INVESTMENT PRIORITIES</b>	<b>14,399</b>	<b>12,033</b>	<b>(2,366)</b>
<b>TOTAL REVENUE</b>	<b>\$ 411,453</b>	<b>\$ 418,295</b>	<b>\$ 6,842</b>

<sup>1</sup> 40% of the International Fee Premium is shared with Academic Services (part of Funded Activity/College Operations).



Description	Variance Favourable/ (Unfavourable)	Comments
Full Time Non-Funded	\$ (901)	Unfavourable variance as a result of the projected decrease in international enrolment for the EAP program as well as the equalization of EAP tuition fees for both International and Canadian students.
Student Ancillary Fees	\$ 1,943	Favourable variance as a result of Health Services revenue (partially offset by expenses) due a change in business process after the approved budget, along with an increase to planned Student Experience Fees, Convocation Fees and Transcript Fees due to the refinement of the optional fee structure as defined by the Ministry.
Investment Income	\$ 500	Favourable variance projected is a result of revised estimates.
Transfer from International Education Centre	\$ 799	Increased International Fee Premiums allocated to Funded Activity as a result of a projected 4.8% increase in International student enrolment over the Approved Annual Budget.
Contract and Other Non-Funded Activity	\$ 5,417	Net favourable variance is primarily due to additional revenue from a new, unbudgeted contract with Skills Advance Ontario as well as the unplanned renewal of the Local Employment Planning Council contract (all revenues are partially offset by additional costs).
Campus Services	\$ (475)	Unfavourable variance due to a decrease in Bookstore sales of computer hardware and textbooks partially offset by an increase in e-Text sales. These sales decreases are partially offset by a decrease in related cost of goods sold. Food and Conference Services is also projecting a decrease in food sales (partially offset by a decrease in expenditures) as compared to the Approved Annual Budget.
International Education Centre	\$ 1,885	A projected 4.8% increase in international student enrolment over Approved Annual Budget resulted in increased international fee premiums to the International Education Centre.
Strategic Investment Priorities	\$ (2,366)	See Strategic Investment Priorities Variances page for details.
Total Explained Variances	\$ 6,802	
Other Minor Variances	\$ 40	
Total Variance	\$ 6,842	

(all figures in \$ 000's)

	Approved Annual Budget	Q1 Year-End Projection	Q1 vs. Approved Variance Favourable/ (Unfavourable)
<b>FUNDED ACTIVITY/COLLEGE OPERATIONS</b>			
<b>TOTAL SALARIES &amp; BENEFITS</b>	\$ 183,522	\$ 184,723	\$ (1,201)
<b>Other Operating Costs</b>			
Mandated Student Aid	6,279	6,279	-
Contingencies	6,183	4,933	1,250
Long Term Debt Interest	734	734	-
Contract Services	13,137	13,197	(60)
Instructional Supplies & Equipment	4,810	4,810	-
Information Technology	9,427	9,427	-
Marketing and Promotion	2,433	2,433	-
Building Maintenance & Utilities	14,291	14,291	-
Flow-Through Student Aid	1,659	1,659	-
Cost of Goods Sold	984	984	-
Other	13,763	13,843	(80)
<b>TOTAL OTHER OPERATING</b>	73,700	72,590	1,110
<b>TOTAL FUNDED ACTIVITY/COLLEGE OPERATIONS</b>	<b>257,222</b>	<b>257,313</b>	<b>(91)</b>
<b>CONTRACTS &amp; OTHER NON-FUNDED ACTIVITY</b>	<b>27,206</b>	<b>31,167</b>	<b>(3,961)</b>
<b>CAMPUS SERVICES</b>	<b>36,997</b>	<b>36,527</b>	<b>470</b>
<b>INTERNATIONAL EDUCATION CENTRE</b>	<b>41,016</b>	<b>41,274</b>	<b>(258)</b>
<b>STRATEGIC INVESTMENT PRIORITIES</b>	<b>45,488</b>	<b>50,130</b>	<b>(4,642)</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 407,929</b>	<b>\$ 416,411</b>	<b>\$ (8,482)</b>

Description	Variance Favourable/ (Unfavourable)	Comments
Salaries and Benefits	\$ (1,201)	Net unfavourable variance is partially due to the additional salary costs (\$1.1M) associated with maintaining the current operations for Health Services which had been budgeted under a different business structure for 2019-20 . There is also an unfavourable variance of (\$695K) due to the realignment of the teaching costs from Contract to Funded activity for the English for Academic Purposes program beginning in the Fall semester (offset by a decrease in salaries within Contract Activity). The projected salaries and benefits have also been adjusted to reflect the impact of current vacancies within the College.
Contingencies	\$ 1,250	Contingency has been reduced to reflect estimated requirements.
Contract and Other Non-Funded Activity	\$ (3,961)	Net unfavourable variance is primarily due to additional costs associated with a new, unbudgeted contract with Skills Advance Ontario as well as the unbudgeted renewal of the Local Employment Planning Council contract (all costs are offset by additional revenues).
Campus Services	\$ 470	Net favourable variance due to lower projected cost of goods sold for computer hardware and textbook sales within the Bookstore offset by an increase in e-Text cost of goods sold. Food services is also projecting lower than budgeted food purchases as a result of the projected decrease in food sales.
International Education Centre	\$ (258)	Unfavourable variance due to increased expenditures required to support a projected 4.8% increase in international enrolment over the Approved Annual Budget.
Strategic Investment Priorities	\$ (4,642)	<i>See Strategic Investment Priorities Variances page for details.</i>
Total Explained Variances	\$ (8,342)	
Other Minor Variances	\$ (140)	
Total Variance	\$ (8,482)	

	Approved Annual Budget	Q1 Year-End Projection	Q1 vs. Approved Variance Favourable/ (Unfavourable)
<b>SOURCE OF FUNDS:</b>			
Facilities Renewal Grant	\$ 980	\$ 980	\$ -
College Equipment Renewal Fund Grant	560	560	-
Greenhouse Gas Campus Retrofit Grant	-	1,203	1,203
Apprenticeship Enhancement Fund Grant	1,000	1,000	-
Students' Association Contribution	11,859	8,290	(3,569)
Miscellaneous	-	-	-
<b>TOTAL SOURCE OF FUNDS</b>	<b>14,399</b>	<b>12,033</b>	<b>(2,366)</b>
<b>EXPENDITURES:</b>			
<b>Major Capital Projects</b>			
Pedestrian Bridge to Bus Rapid Transit Station	630	630	-
Solar Photovoltaic Plan	1,200	2,403	(1,203)
ESCO2	-	760	(760)
Student Information System	3,070	3,070	-
Learning Management System Implementation and Modernization	-	165	(165)
Athletics and Recreation Complex Enabling Work	1,750	1,750	-
Athletics and Recreation Centre	13,100	13,590	(490)
<b>Total Major Capital Projects</b>	<b>19,750</b>	<b>22,368</b>	<b>(2,618)</b>
<b>Other</b>			
College Technologies	2,371	4,771	(2,400)
College Space & Infrastructure	3,304	3,742	(438)
New Program Initiatives	947	947	-
Academic & Other Equipment	1,400	1,400	-
Initiatives & Opportunities	19,455	21,041	(1,586)
Campus Services	1,661	1,661	-
Appropriations	100	100	-
Apprenticeship Enhancement Fund	1,000	1,000	-
Net Contribution Surplus Carryover	-	-	-
Adjustment for Anticipated Underspend	(4,500)	(6,900)	2,400
<b>Total Other</b>	<b>25,738</b>	<b>27,762</b>	<b>(2,024)</b>
<b>TOTAL EXPENDITURES</b>	<b>45,488</b>	<b>50,130</b>	<b>(4,642)</b>
<b>TOTAL NET CONTRIBUTION</b>	<b>\$ (31,089)</b>	<b>\$ (38,097)</b>	<b>\$ (7,008)</b>

Description	Variance Favourable/ (Unfavourable)	Comments
Greenhouse Gas Campus Retrofit Grant	\$ 1,203	Grant funding deferred from 2018-2019 related to projects in progress to cover revised project costs and carry-forward budgets.
Students' Association Contribution	\$ (3,569)	Students' Association contribution was adjusted to reflect changes to the 2019-2020 expected contribution for the Athletics Recreation Centre.
Solar Photovoltaic Plan	\$ (1,203)	Variance reflects the carry forward budget for the implementation of a solar energy and power storage facility funded from the new Greenhouse Gas Campus Retrofit Grant identified above.
ESCO2	\$ (760)	Reflects carry forward budgets from 2018-2019.
Athletics and Recreation Centre	\$ (490)	Variance due to design costs deferred to 2019-2020.
College Technologies	\$ (2,400)	Reflects revised carry forward budgets from projects in progress at the end of fiscal year 2018-2019. Also contains Q1 2019-2020 approved increase requests for existing projects including \$1.2M for the Workday Support Model.
College Space & Infrastructure	\$ (438)	Balance of increase due to revised project costs and carry forward budgets from projects in progress at the end of fiscal year 2018-2019.
Initiatives & Opportunities	\$ (1,586)	Reflects revised project costs and carry forward budgets from projects in progress at the end of fiscal year 2018-2019.
Total Explained Variances	\$ (9,243)	
Other Minor Variances	\$ 2,235	
Total Variance	\$ (7,008)	

	Year-End Actual March 31, 2019	Projected In- Year Use of Funds (2019- 2020)	Projected Year- End Adjustments (2019-2020)	Projected March 31, 2020
<b>Appropriations</b>	\$ 100	\$ 100	\$ 100	\$ 100
<b>Specific Reserves:</b>				
Other Projects & Initiatives	28,698	5,992	9,200	31,906
Campus Services Reserve Fund	4,998	1,661	1,117	4,454
Net Proceeds from Sale of March Road Land	-	-	2,403	2,403
Employment Stabilization Funds	576	-	5	581
	<u>34,272</u>	<u>7,653</u>	<u>12,725</u>	<u>39,344</u>
<b>Contingency Reserve Fund</b>	9,760	-	535	10,295
<b>Reserve Funds:</b>				
Future Capital Expansion	28,856	7,005	2,571	24,422
<b>TOTAL INTERNALLY RESTRICTED NET ASSETS*</b>	<b>\$ 72,988</b>	<b>\$ 14,758</b>	<b>\$ 15,931</b>	<b>\$ 74,161</b>
<b>TOTAL UNRESTRICTED NET ASSETS</b>	<b>\$ 1,000</b>			<b>\$ 1,000</b>
<b>Investment in Capital Assets</b>	94,023		(1,086)	92,937
<b>Vacation, Sick Leave &amp; Post-Employment Benefits</b>	(19,238)		110	(19,128)
<b>Interest Rate Swaps</b>	(5,806)		-	(5,806)
<b>Endowment Fund</b>	27,470		600	28,070
<b>TOTAL NET ASSETS</b>	<b>\$ 170,437</b>	<b>\$ 14,758</b>	<b>\$ 15,555</b>	<b>\$ 171,234</b>

\* Budgeted balances of Internally Restricted Net Assets and Unrestricted Net Assets includes the impact of budgeted expenditures from Appropriations, Specific Reserves and Reserve Funds, and contributions to Reserve Funds for the fiscal year 2019-2020. The Board of Governors Financial Management Policy requires that the Board of Governors approve any spending from Reserve Funds.

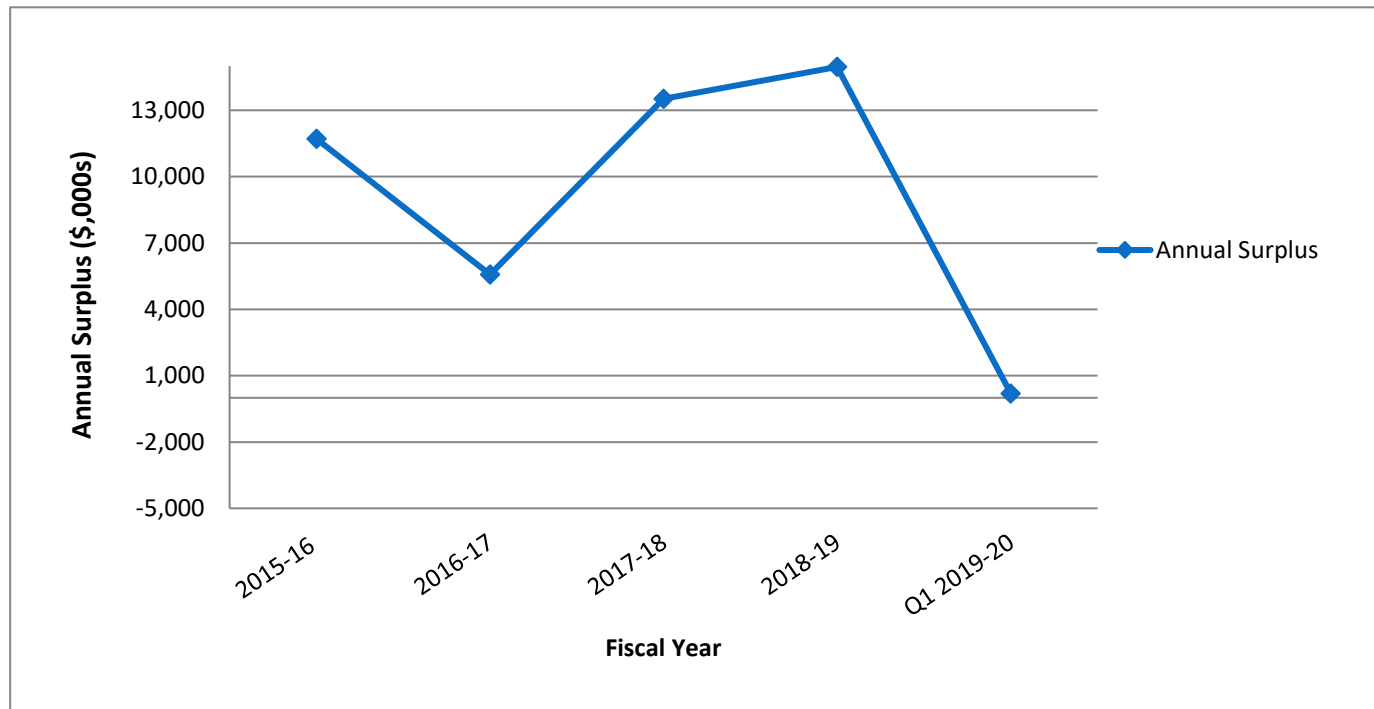
	Academic			Administrative			Support			Total		
	Positions	Staffed	Vacant	Positions	Staffed	Vacant	Positions	Staffed	Vacant	Positions	Staffed	Vacant
<b>Academic Services</b>												
Academic Development	7	5	2	5	5	-	10	7	3	22	17	5
Academic Operations & Planning	-	-	-	3	3	-	4	4	-	7	7	0
Algon College Heritage Institute	7	7	-	4	4	-	9	9	-	20	20	0
Algon College In The Ottawa Valley	29	28	1	8	7	1	33	31	2	70	66	4
Algonquin Centre for Construction Excellence	64	60	4	2	2	-	11	11	-	77	73	4
Centre For Continuing & Online Learning	-	-	-	9	8	1	23	23	-	32	31	1
Faculty Of Arts Media & Design	125	113	12	7	6	1	32	30	2	164	149	15
Faculty Of Hlth, Pubc Sfty & Comm Stud	125	113	12	9	8	1	32	29	3	166	150	16
School of Advanced Technology	108	95	13	6	5	1	16	13	3	130	113	17
School Of Business	90	83	7	5	4	1	8	8	-	103	95	8
School Of Hospitality & Tourism	46	43	3	4	3	1	8	7	1	58	53	5
Vice President Academic Services	2	-	2	3	3	-	-	-	-	5	3	2
<b>Academic Services Total</b>	<b>603</b>	<b>547</b>	<b>56</b>	<b>65</b>	<b>58</b>	<b>7</b>	<b>186</b>	<b>172</b>	<b>14</b>	<b>854</b>	<b>777</b>	<b>77</b>
<b>Finance &amp; Administration</b>												
Campus Services	-	-	-	16	16	-	73	69	4	89	85	4
Finance And Administrative Services	-	-	-	11	9	2	26	23	3	37	32	5
Physical Resources	-	-	-	11	7	4	34	32	2	45	39	6
Risk Management	-	-	-	9	8	1	1	1	-	10	9	1
VP Finance & Administration	-	-	-	3	2	1	1	-	1	4	2	2
<b>Finance &amp; Administration Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>50</b>	<b>42</b>	<b>8</b>	<b>135</b>	<b>125</b>	<b>10</b>	<b>185</b>	<b>167</b>	<b>18</b>
<b>Human Resources</b>												
Centre for Organizational Learning	1	1	-	1	1	-	2	2	-	4	4	0
Employee Compensation, Pension and Benefits	-	-	-	10	8	2	-	-	-	10	8	2
HR Programs	-	-	-	2	2	-	-	-	-	2	2	0
Labour Relations	-	-	-	4	4	-	-	-	-	4	4	0
Talent and System Reporting	-	-	-	7	6	1	-	-	-	7	6	1
Vice-president Human Resources	-	-	-	2	2	-	-	-	-	2	2	0
<b>Human Resources Total</b>	<b>1</b>	<b>1</b>	<b>-</b>	<b>26</b>	<b>23</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>-</b>	<b>29</b>	<b>26</b>	<b>3</b>
<b>Innovation &amp; Strategy</b>												
Applied Research & Development	-	-	-	7	1	6	4	3	1	11	4	7
Business Development & Corporate Trng	-	-	-	4	3	1	12	11	1	16	14	2
Information Technology Services	-	-	-	15	12	3	84	75	9	99	87	12
International & Strategic Planning	20	18	2	13	11	2	12	9	3	45	38	7
VP Innovation & Strategy	-	-	-	9	8	1	4	4	-	13	12	1
<b>Innovation &amp; Strategy Total</b>	<b>20</b>	<b>18</b>	<b>2</b>	<b>48</b>	<b>35</b>	<b>13</b>	<b>116</b>	<b>102</b>	<b>14</b>	<b>184</b>	<b>155</b>	<b>29</b>

	Academic			Administrative			Support			Total		
	Positions	Staffed	Vacant	Positions	Staffed	Vacant	Positions	Staffed	Vacant	Positions	Staffed	Vacant
<b>President And Board Of Governors</b>												
Communications	-	-	-	4	3	1	4	4	-	8	7	1
President and BOG	-	-	-	4	3	1	-	-	-	4	3	1
<b>President And Board Of Governors Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8</b>	<b>6</b>	<b>2</b>	<b>4</b>	<b>4</b>	<b>-</b>	<b>12</b>	<b>10</b>	<b>2</b>
<b>Strategic Priorities</b>												
College Technologies Committee	-	-	-	7	5	2	-	-	-	7	5	2
Initiatives And Opportunities	-	-	-	-	-	-	1	1	-	1	1	0
<b>Strategic Priorities Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7</b>	<b>5</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>-</b>	<b>8</b>	<b>6</b>	<b>2</b>
<b>Student Services</b>												
Algonquin College Foundation	-	-	-	5	2	3	4	2	2	9	4	5
Marketing & Recruitment	-	-	-	2	2	-	25	22	3	27	24	3
Registrar	-	-	-	8	8	-	66	62	4	74	70	4
Student Support Counselling And First Gen	19	17	2	12	12	-	46	44	2	77	73	4
Vice President Student Services	-	-	-	2	2	-	-	-	-	2	2	0
<b>Student Services Total</b>	<b>19</b>	<b>17</b>	<b>2</b>	<b>29</b>	<b>26</b>	<b>3</b>	<b>141</b>	<b>130</b>	<b>11</b>	<b>189</b>	<b>173</b>	<b>16</b>
<b>Truth, Reconciliation &amp; Indigenization</b>												
Indigenous Services And Partnerships	1	1	-	2	1	1	2	2	-	5	4	1
<b>Truth, Reconciliation &amp; Indigenization Total</b>	<b>1</b>	<b>1</b>	<b>-</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>-</b>	<b>5</b>	<b>4</b>	<b>1</b>
<b>College Totals</b>	<b>644</b>	<b>584</b>	<b>60</b>	<b>235</b>	<b>196</b>	<b>39</b>	<b>587</b>	<b>538</b>	<b>49</b>	<b>1466</b>	<b>1318</b>	<b>148</b>

100.00% 89.90% 10.10%  
Total Total  
Staffed Vacant



### Operating Results: Annual Surplus



**Objective:**

Measures the excess of revenues over expenses in a given year.

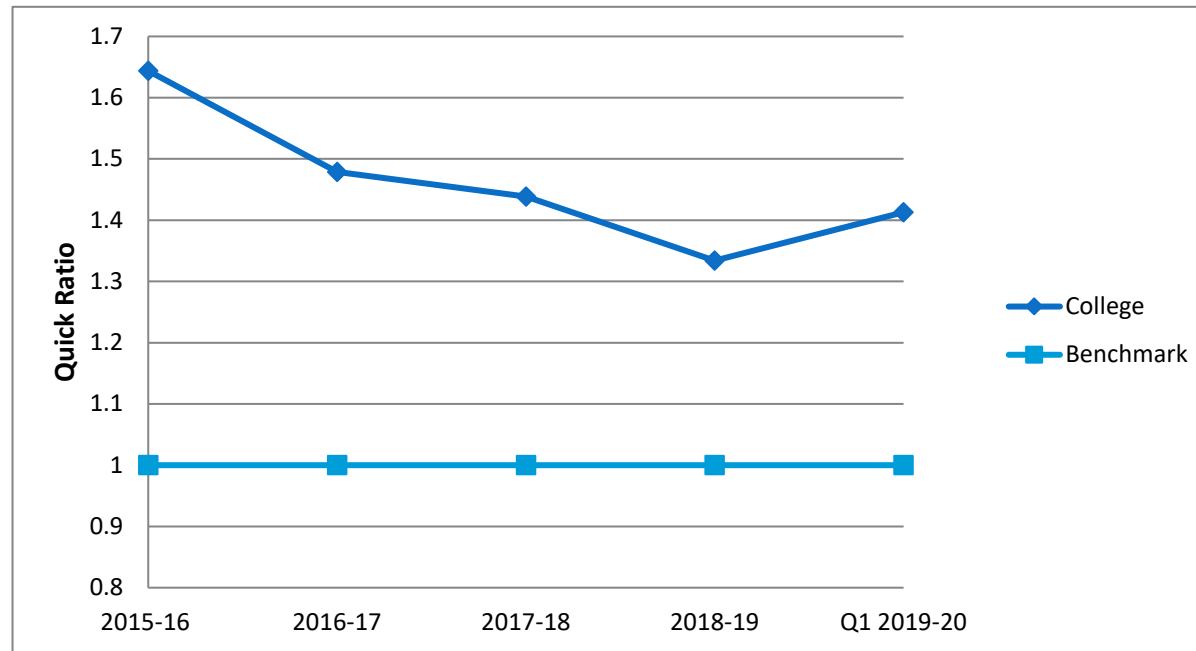
**Benchmark:**

Must be greater than \$0.

**Rationale:**

An annual deficit or declining surpluses may indicate a decline in an institution's financial health.

Measuring Liquidity: Quick Ratio



**Objective:**

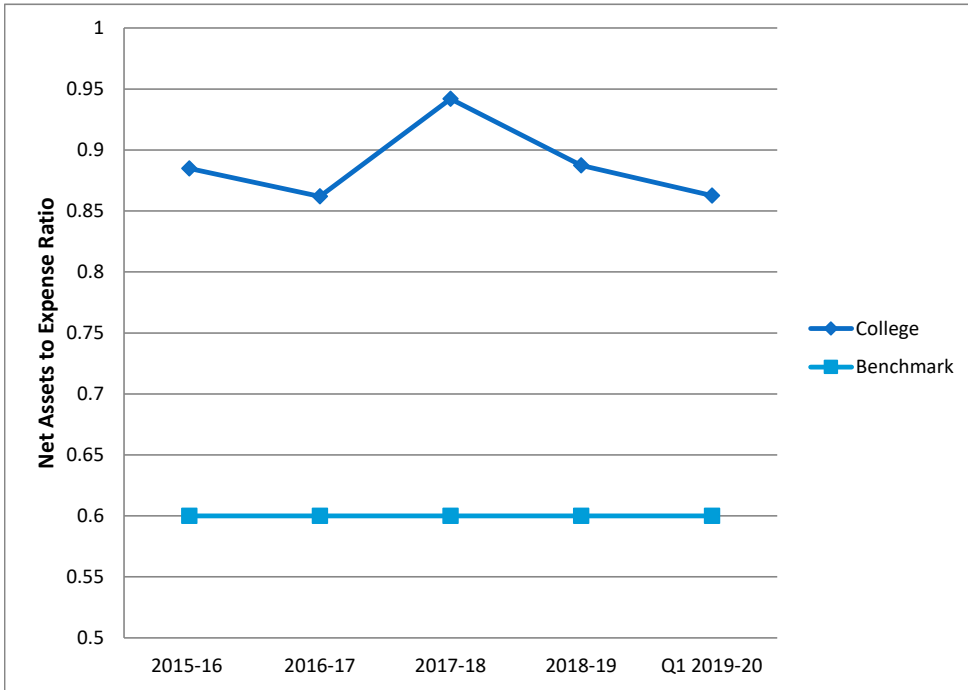
Fiscal performance indicator testing the college's ability to pay its short-term maturing obligations (e.g. biweekly payroll payments).

**Benchmark:**

A ratio of 1 or higher indicates that a college should be able to meet its short-term obligations.

**Rationale:** A ratio of 1 is a typical business standard. Less than 1 may indicate that a college is not able to meet its short-term obligations. When including surplus cash invested in longer term investments (greater than 1 year) Algonquin's Quick Ratio was at 1.70 for Q4 2018-2019.

Operating Results: Net Assets to Expense Ratio



**Objective:**

A traditional indicator to ascertain the ability of a college to continue operations in the event there is a delay in revenue streams.

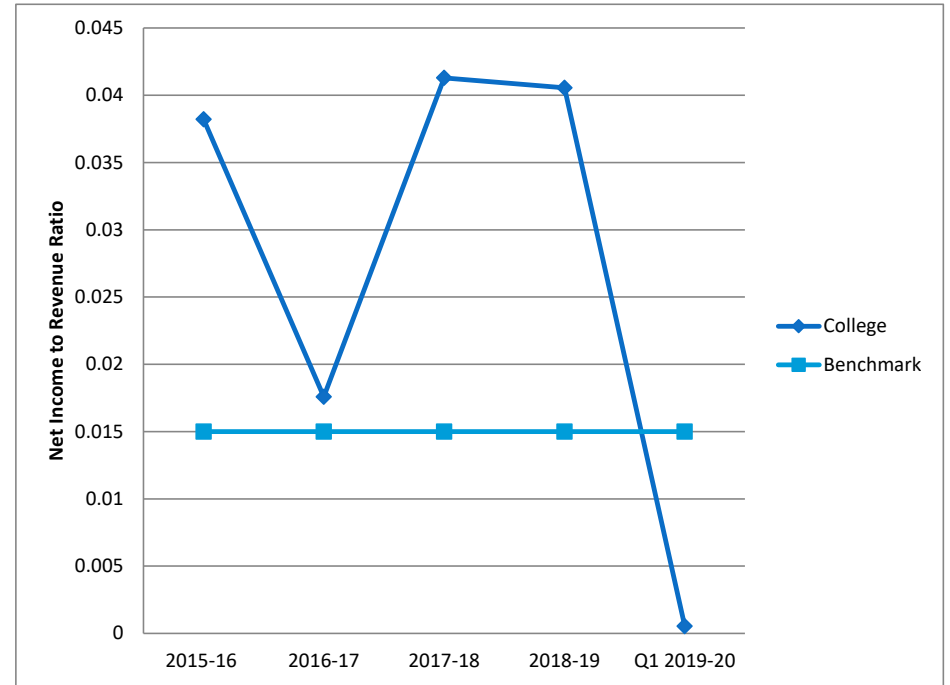
**Benchmark:**

60% or higher.

**Rationale:**

A net balance that is less than 60% of annual expenses may indicate a lower tolerance for variable or volatile revenues.

Operating Results: Net Income to Revenue Ratio



**Objective:**

This ratio measures the return an institution generates on each dollar of revenue.

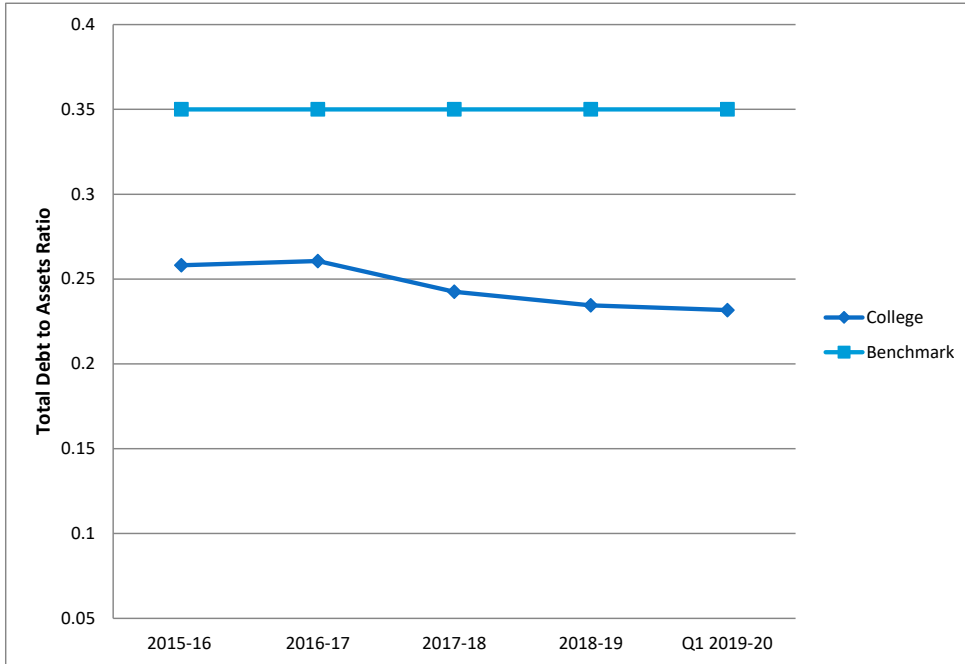
**Benchmark:**

Less than 1.5% may be a concern because it may indicate that the college may not be able to recover from a deficit position in a reasonable period of time.

**Rationale:**

A surplus less than 1.5% of revenues indicates that small changes in expenses or revenues may result in annual deficits for the institution.

Managing Debt: Total Debt to Assets Ratio



**Objective:**

Measures the proportion of total assets that are financed by debt. A high or increasing value may be predictive of future liquidity problems or a reduced ability to borrow money in the future.

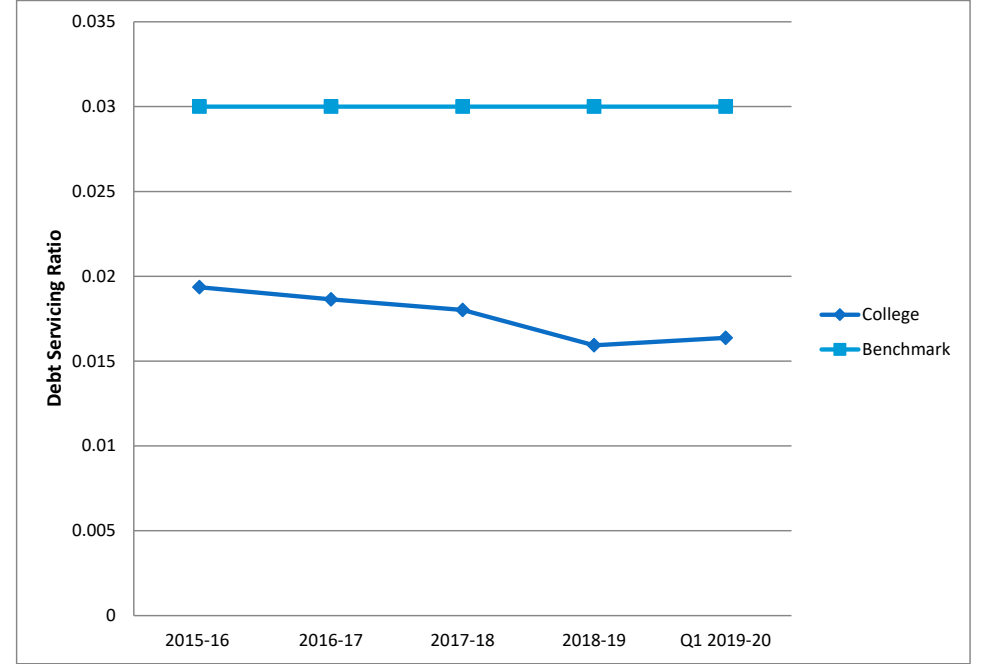
**Benchmark:**

Greater than 35% leads to a concern as this may indicate that a college will not be able to finance their ongoing operations due to the debt burden.

**Rationale:**

A high debt burden may indicate that the institution is vulnerable to its creditors, or will have reduced liquidity or a reduced ability to borrow in the future.

Managing Debt: Debt Servicing Ratio



**Objective:**

This ratio measures the College's spending on servicing the debt portfolio.

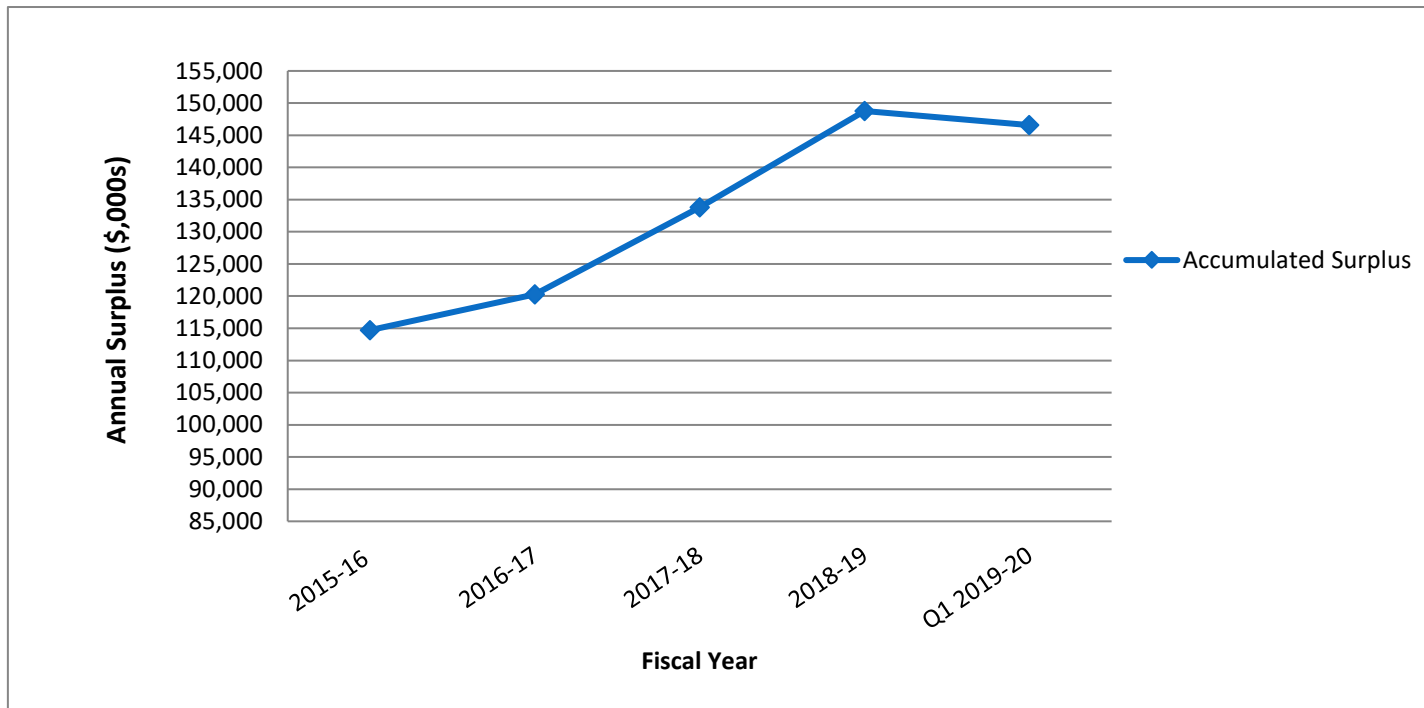
**Benchmark:**

A ratio of 3% or lower, based on historical trend analysis and industry standard.

**Rationale:**

A ratio of greater than 3% may indicate a reduced or restricted cash flow as the College is spending less than 97% of revenues on core services.

Accumulated Surplus/(Deficit)



**Objective:**

Represents the cumulative wealth that an institution has under its own control to assist with ongoing operations.

**Benchmark:**

Must be greater than \$0.

**Rationale:**

An accumulated deficit indicates that the College may have borrowed to support its past operations and will have to make up this difference in the future.

### ANNUAL BUDGET AND QUARTERLY FINANCIAL PROJECTIONS COMPLIANCE SCHEDULE

	<u>Source</u>	<u>Budget/Projection Requirement</u>	<u>Compliant (Y/N)</u>
1	BGII-02 Board Financial Management Policy	1.2 The annual budget [and Quarterly Projections] ... shall: 1.2.2 Have expenditures not exceeding revenues unless the Board has approved ... to spend from reserve funds;	Y
2	BGII-02 Board Financial Management Policy	1.2 The annual budget [and Quarterly Projections] ... shall: 1.2.3 Have ancillary expenditures not exceeding ancillary revenues unless the Board has specifically directed otherwise.	Y
3	BGII-02 Board Financial Management Policy	2.3 Quarterly projections of the annual budget shall be presented to the Board, ensuring the College's projected surplus or deficit are at least equal to or better than the Approved Budget.	N
4	BGII-02 Board Financial Management Policy	4.2 The President may not approve an unbudgeted expenditure or commitment that will result in the College's fiscal year-end total balance of unrestricted net assets plus internally restricted net assets being lower than budgeted without the approval of the Board.	Y
5	Strategic Plan 2017-2022	'Goal 5 - Enhance Algonquin's global impact and community social responsibility' -we must ensure we maintain strong financial health indicators	Y
6	President's Budget Overview - Annual Budget	President's Overview: 'We will be aggressively pursuing further opportunities in the non funded area which will provide funds for investment in all of the things that are currently not funded through government sources such as technology upgrades, infrastructure improvements, equipment for faculty and staff etc.'  - we must ensure that our SIP expenditures (budgeted and projected) do not exceed the sum of: - Non-Funded Activities net contributions; and - Allocations from Internally Restricted Net Assets such that the ending balance of Internally Restricted Net Assets is at least equal to or greater than the balance approved by the Board in the Annual Budget (see #4 above).	Y

Report title:	First Quarter 2019-2020 Business Plan Performance
Report to:	Board of Governors
Date:	October 28, 2019
Author/Presenter:	Laura Stanbra, Vice President, Student Services

1. RECOMMENDATION:

**THAT** the Board of Governors accepts this update for information.

2. PURPOSE / EXECUTIVE SUMMARY:

The Board of Governors is responsible for monitoring the College’s progress against key metrics and performance outcomes related to the institution’s strategic directions. The annual business plan is a tool used by management to set the direction for the College to achieve annual goals and targets in the context of the Strategic Plan.

3. BACKGROUND:

The Board of Governors is provided with quarterly updates on progress being made against the annual Business Plan using a Business Plan Dashboard and Exceptions Report. The Business Plan Dashboard for the First Quarter covers the period April 1 through to June 30, 2019, provided in Appendix A: First Quarter 2019-2020 Business Plan Dashboard.

*Dashboard*

The legend for the dashboard reads as follows:

- *Green – Completed/In Progress*: Identifies targets or initiatives completed or in progress to be completed within the originally established quarter of the fiscal year.
- *Yellow – Delayed/Anticipated Delay*: Identifies targets or initiatives that are delayed in being reached, but are on track to be completed within the fiscal year.
- *Orange – At Risk*: Identifies targets or initiatives that may be at risk of being completed within the fiscal year.
- *Red – Not Completed*: Identifies targets or initiatives that will not be completed within the fiscal year.

**Exceptions Report**

The Exceptions Report for the First Quarter covers the period April 1 through to June 30, 2019, is provided in Appendix A: First Quarter 2019-2020 Business Plan Exceptions Report.

4. DISCUSSION:

Contingency action plans are implemented for all targets and initiatives that have a yellow, orange, or red status.

5. LINK TO STRATEGIC PLAN:

<b>STRATEGIC PLAN 2017-2022</b>			
<b>LEARNER DRIVEN</b> <b>Goal One</b> <b>Establish Algonquin as the leader in personalized learning across all Ontario colleges.</b>	<input checked="" type="checkbox"/>	<b>CONNECTED</b> <b>Goal Four</b> <b>Become an integral partner to our alumni and employers.</b>	<input checked="" type="checkbox"/>
<b>QUALITY AND INNOVATION</b> <b>Goal Two</b> <b>Lead the college system in co-op and experiential learning.</b>	<input checked="" type="checkbox"/>	<b>SUSTAINABLE</b> <b>Goal Five</b> <b>Enhance Algonquin’s global impact and community social responsibility.</b>	<input checked="" type="checkbox"/>
<b>Goal Three</b> <b>Attain national standing in quality, impact and innovation within each school and service.</b>	<input checked="" type="checkbox"/>	<b>PEOPLE</b> <b>Goal Six</b> <b>Be recognized by our employees and the community as an exceptional place to work.</b>	<input checked="" type="checkbox"/>

6. STUDENT IMPACT:

There is no negative student impact identified at this time. Students will ultimately benefit from the achievement of the targets of the annual Business Plan.

7. FINANCIAL IMPACT:

There is no current financial impact identified at this time.

8. HUMAN RESOURCES IMPACT:

There is no current human resources impact identified at this time.



9. GOVERNMENT / REGULATORY / LEGAL IMPACT:

There is no current government/regulatory/legal impact identified at this time.

10. COMMUNICATIONS:

The first quarter update is made available to the public on the Board of Governors website prior to the Board of Governors October 28, 2019 meeting.

11. CONCLUSION:

The first quarter Dashboard and Exceptions Reports are presented for information. Targets and initiatives identified in yellow indicate they are delayed, in orange that they may be at risk, and in red that they are not expected to be completed. In each exception, the responsible Executive Team member has been asked to provide additional detail, including proposed new timelines or mitigation strategies expected to be implemented to return the item to green status.

Respectfully submitted:



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Laura Stanbra  
Vice President, Student Services

Approved for submission:



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Claude Brulé  
President and CEO

**Appendices:**

Appendix A: First Quarter 2019-2020 Business Plan Dashboard
Appendix B: First Quarter 2019-2020 Business Plan Exceptions Report

**2019-20 Business Plan Quarterly Update**  
**First Quarter Dashboard Report**

**LEARNER DRIVEN**

**Goal 1: Establish Algonquin as the leader in personalized learning across all Ontario colleges. (Customer)**

Improve Student Retention

Improve Overall Student Satisfaction

- AS/SS 1.0 a) Year 1 of the Learner Driven Plan implemented by Mar. 31, 2020
- AS 1.0 b) 14-week term model, that includes a one-week study break in all terms, implemented by Aug. 31, 2019
- AS 1.0 c) All recommendations and affirmations of the 2016 College Quality Assurance Audit Process completed by Mar. 31, 2020
- FA 1.0 d) Design and functional programming completed for the Recreation and Athletics Complex by Sep. 30, 2019
- IS 1.0 e) Year 1 of international Strategic Plan Refresh implemented by Aug. 31, 2019
- ▲ FA 1.0 f) The Integrated College Development Planning Steering Committee terms of reference and membership, with two initial focuses: renewal of the Integrated College Development Planning framework and renewal of the Ottawa Campus Master Development Plan, presented to Algonquin College Executive Team for approval by Sep. 30, 2019
- FA 1.0 g) Renewed Integrated College Development Planning framework is presented to Algonquin College Executive Team for approval by Mar. 31, 2020

**Legend**

- Completed and in progress to reach target
- ▲ Measures that may be delayed or have an anticipated delay in reaching target
- Measures that may be at risk in reaching target
- ◆ Measures that will not reach target by March 31, 2019

**ACET Sponsor**

- AS** Academic Services
- SS** Student Services
- IS** Innovation and Strategy
- FA** Finance and Administration
- HR** Human Resources
- TRII** Truth Reconciliation and Indigenous Initiatives
- CER** Communications and External Relations
- ADV** Advancement

**CONNECTED**

**Goal 2: Become an integral partner to our alumni and employers**

Increase the number of alumni who are engaged in meaningful activities with Algonquin College

Improve External Industry/Community Net Promoter Score

- ADV 2.0 a) Year 1 of the Alumni Engagement strategies recommended in the 3-Year Advancement Plan implemented by Mar. 31, 2020

Improve Willingness to Recommend External Community (Perception)

- ▲ SS 2.1 a) Comprehensive Partnership Framework developed, which creates a structure and provides processes that enables Algonquin to be an exceptional partner to our employer and industry partners by Jun. 30, 2019
- AS b) Year 2 milestones of Education City concept project reached by Mar. 31, 2020
- AS c) Perley and Rideau Veterans Health Centre formal partnership, that will provide significant learning opportunities for our students, established by Jun. 30, 2019
- SS d) Year 1 of 3-year brand campaign implemented by Sep. 30, 2019

**PEOPLE**

**Goal 3: Be recognized by our employees and the community as an exceptional place to work**

Improve Employee Engagement

Improve Employee Willingness to Recommend

- HR 3.0 Year 3 of the People Plan implemented by Mar. 31, 2020, including:
  - a) Employee Engagement Survey launched by Nov. 30, 2019, and report on College-wide and departmental follow-up initiatives published by Mar. 31, 2020
  - b) Workplace diversity and Inclusion strategy completed by Dec. 31, 2019
  - c) Succession and Strategic Workforce Planning completed by Mar. 31, 2020
  - d) Number of College department/units on-boarded into the Lean AC Way Model Team program grown from 5 to 12 by Mar. 31, 2020
  - e) 95% of College people leaders have completed their yellow belt lean certification by Sep. 30, 2019

**INNOVATION AND QUALITY**

**Goal 4: We will be leaders and continuously improve the quality, impact and innovativeness of teaching, learning and service delivery**

Increase Number of Students Registered in Co-op

- IS 4.0 a) Co-op A3 Plan countermeasures implemented by Aug. 31, 2019
- IS b) Ontario College Application Service application pilot project launched to enable co-op enrolment at the time of Ontario College Application Service application for Jun. 30, 2019
- IS c) "Early Security Clearance" program piloted with 100 students aimed at reducing barriers to working in the Federal Government by Dec. 31, 2019
- AS d) Nine programs converted to include a Co-op option, providing opportunities for 967 students to elect to participate in co-op resulting in an additional 242 students enrolled in Co-op by Mar. 31, 2020

## 2019-20 Business Plan Quarterly Update

### First Quarter Dashboard Report

Improve student and employee satisfaction with the College's digital services

Students

Employees

- IS 4.1 a) Student Information System Request for Proposals completed and preferred vendor(s) selected by Mar. 31, 2020
- IS b) College-wide data model, governance structure and data quality improvement and insights plan confirmed by Jun. 30, 2019
- FA c) Budget Planning solution selected by Jun. 30, 2019 and implemented by Mar. 31, 2020
- AS 4.1 d) Learning Management System adoption and satisfaction targets reached by Mar. 31, 2020
- FA/HR e) Workday user adoption reached 95% of College employees and user satisfaction benchmark established and continuously improved by Mar. 31, 2020
- IS f) CRM key projects; covering Academic Development's Lifecycle Management Solution, Registrar's Office Case Management Solution, and Applied Research's Project Portal; completed by Mar. 31, 2020

Expand the Innovation and Entrepreneurial mindset

Students

Employees

- IS 4.2 a) Student and employee participation in Discovery, Applied Research and Entrepreneurship increased from 5,000 to 7,500 by Mar. 31, 2020
- IS b) DARE District Incubator and Makerspace re-launched with new operating model by Jun. 30, 2019
- IS c) AshokaU Changemaker Campus Designation application submitted by Sep. 30, 2019
- SS d) Number of College department/units on-boarded into the Lean AC Way Model Team program grown from 5 to 12 by Mar. 31, 2020
- SS e) 95% of College people leaders have completed their yellow belt lean certification by Sep. 30, 2019

#### SUSTAINABILITY

**Goal 5: Pursue truth and reconciliation, social, environmental, and economic sustainability**

Grow net contribution

- ▲ FA 5.0 Net Contribution increased by Mar. 31, 2020 for:
- FA a) Funded and Contract and Other Non-Funded Activity net contribution increased from(0.7)% to 3.5%
- IS b) Campus Services from 9.9% to 10.0%
- AS c) AShokaU Changemaker Campus Designation application submitted by Sep. 30, 2019
- SS d) Year 2 of Algonquin-Northern-Sault-Lambton Collaboration project milestones reached by Mar. 31, 2020 (Pending funding)

Increase value of new cash and pledges

- ▲ 5.1 Year 1 of the Advancement Plan launched by Apr. 15, 2019, including:
- ▲ SS a) Strategic Enrolment Management Committee & Academic area engaged in discussion of A3 findings and countermeasures by Q1.
- ▲ SS b) Prospect Management System implemented by March 31, 2019
- ▲ SS c) Activity metrics implemented by May 30, 2019
- ADV d) Database reviewed and updated by Jan. 30, 2020

Engage members of the College community (students, employees and community members) in Truth reconciliation activities

- 5.2 Year 1 or the Indigenization Strategy operationalized, including:
- TRII a) Indigenization Strategy A3 and Report completed by Jul. 1, 2019
- TRII b) Business case for revenue generating components presented to Board of Governors by Oct. 30, 2019

**2019-20 Business Plan  
First Quarter Exceptions Report**

**7.1 Appendix B**

	2017-22 Strategic Goals	2019-20 Metric	2019-20 Target	2019-20 Initiative/Leveraged Action	ACET Member	Status	Comments for Second Quarter
1.0	<b>Learner</b> Goal #1: Establish Algonquin as the leader in personalized learning across all Ontario colleges	Improve student retention	79%	f) The integrated College Development Planning Steering Committee terms of reference and membership, with two initial focuses: renewal of the Integrated College Development Planning framework and renewal of the Ottawa Campus Master Development Plan, presented to Algonquin College Executive Team for approval by Sep. 30, 2019	D. McNair		f) Delayed. First draft is completed and consultation is ongoing. Scheduled to be presented to ACET on October 23, 2019.
2.1	<b>Connected</b> Become an integral partner to our alumni and employer	Improve External Industry/Community Net Promoter Score	-25	a) Comprehensive Partnership Framework developed, which creates a structure and provides processes that enables Algonquin to be an exceptional partner to our employer and industry partners, by Jun. 30, 2019	L. Stanbra		a) Delayed. All Partnership Framework consultations have been completed. The list of suppliers, vendors, clients, partners, agencies and organizations are now being compiled for further analysis. The Partnership Framework Report is in development to be completed with the analysis by December 15, 2019.
5.0	<b>Sustainability</b> Goal #5: Pursue truth, reconciliation, social environmental, and economic sustainability	Grow net contribution	6.2%	a) Funded and Contact and Other Non-Funded Activity net contribution increased from (0.7)% to 3.5%	D. McNair		a) Delayed. Net contribution for Funded, Contract and Other Non-Funded Activity has increased from (.07)% to 1.4% as of Q1 2019-2020. We remain short of the 3.5% target due to budget pressures in revenues and expenditures; however we will identify solutions to move towards achieving the target over the remainder of the fiscal year.
5.1	<b>Sustainability</b> Goal #5: Pursue truth, reconciliation, social environmental, and economic sustainability	Increase value of new cash and pledges	\$2.5M	Year 1 of the Advancement Plan launched by Apr. 15, 2019, including:  a) Donor Relations Plan implemented by May 30, 2019	L. Stanbra		Year 1 of the Advancement Plan is now in implementation mode.  a) Delayed. Donor Relations Plan will implemented by February 28, 2020 with the new Vice President, Advancement.  As at June 30, 2019, Advancement realized \$1,100,000 compared to \$445,000 in 2018-19. This represents 31% of the \$3,531,666 total revenue goal for 2019-20 and 44% of the \$2,500,000 fundraising target.
5.1	<b>Sustainability</b> Goal #5: Pursue truth, reconciliation, social environmental, and economic sustainability	Increase value of new cash and pledges	\$2.5M	b) Prospect Management System implemented by May 30, 2019	L. Stanbra		b) Delayed. Raiser's Edge coding updated and new Prospect Management System now being streamlined for implementation by December 31, 2019.
5.1	<b>Sustainability</b> Goal #5: Pursue truth, reconciliation, social environmental, and economic sustainability	Increase value of new cash and pledges	\$2.5M	c) Activity Metrics implemented by May 30, 2019	L. Stanbra		c) Delayed. Activity metrics identified and coding of Raiser's Edge has been completed. Activity Metrics will be implemented by September 30, 2019.

#	Goal	Metric	Definition
2017-22	DEFINITION OF METRIC		True North True North Owner
LEARNER DRIVEN			
Retention	Percentage of eligible Post-Secondary Education students enrolled at the College Day 10 of the Fall term who remain enrolled Day 10 in the following term across all levels. Eligible students are domestic and international full-time and part-time students registered in certificate, diploma, advanced diploma, degree and graduate certificate programs.	100%	Academic
Student Satisfaction	Overall student satisfaction rate from annual provincial KPI survey.	100%	Academic
2. CONNECTED			
Alumni Engagement	<p><b>Number and percentage of contactable alumni who are engaged in meaningful activities with Algonquin College.</b></p> <p>Definitions:  <b>Alumni:</b> a graduate of Algonquin College from any program of instruction for which a credential is awarded including: College Certificate, Ontario College Certificate, Ontario College Diploma, Ontario College Advanced Diploma, Ontario College Graduate Certificate or Degree.</p> <p><b>Meaningful Alumni Engagement Activities:</b> activities that are valued by alumni, build enduring and mutually beneficial relationships, inspire loyalty and financial support, strengthen the institution's reputation and involve alumni in meaningful activities to advance Algonquin's mission of transforming hopes &amp; dreams into lifelong success (their own &amp; those of other past and present learners):</p> <ul style="list-style-type: none"> <li>• <b>Volunteer:</b> Formally defined and rewarding volunteer roles that are endorsed and valued by the institution and support its mission and strategic goals.</li> <li>• <b>Experiential:</b> Meaningful experiences that inspire alumni, are valued by the institution, promote its mission, celebrate its achievements and strengthen its reputation:</li> <li>• <b>Philanthropic:</b> Diverse opportunities for alumni to make philanthropic investments that are meaningful to the donor and support the institution's mission and strategic goals.</li> <li>• <b>Communication:</b> Interactive, meaningful and informative communication with alumni that supports the institution's mission, strategic goals and reputation and aligned with the College's communication strategy and planning process.</li> </ul>	100%	Student Services
Alumni Willingness to Recommend (Satisfaction):	Score calculated based on responses to the following question (using a 0-10 scale): How likely is it that you would recommend Algonquin College Alumni programming and events to other alumni? Subtracting the percentage of Detractors from the percentage of Promoters yields the Net Promoter Score, which can range from a low of -100 to a high of 100. Promoters (score 9-10), Passives (score 7-8) and Detractors (score 0-6)	100%	Advancement

3. PEOPLE			
Employee Engagement	Percentage of engaged employees as measured in the employee engagement survey (AON Hewitt)	100%	HR
Willingness to Recommend (Perception) External Community	Score calculated based on responses to the following question (using a 0-10 scale): How likely is it that you would recommend Algonquin College to a friend, family member, or colleague? Subtracting the percentage of Detractors from the percentage of Promoters yields the Net Promoter Score, which can range from a low of -100 to a high of 100. Promoters (score 9-10), Passives (score 7-8) and Detractors (score 0-6) Our methodology evaluates brand holistically (perception and awareness). As such, it includes those unaware of our brand as detractors which results in a lower score than, for example, a post product experience survey. Detractors are asked a follow-up question that provides further detail on awareness/familiarity with our brand. Given that this is a general population survey these net promoter scores should not be compared to industry averages. The survey is conducted across Eastern Ontario and Gatineau.	100%	Marketing
Willingness to Recommend	Percentage of employees who would recommend Algonquin College as a place to work as measured in the employee engagement survey (AON Hewitt)	100%	HR
4. INNOVATION AND QUALITY			
# of Students Registered in Co-op	The sum of; <ul style="list-style-type: none"> <li>Students who register directly to co-op mandatory programs through OCAS;</li> <li>Students who register directly to co-op versions of programs when there is a choice between 'regular' and 'co-op' through OCAS (this is new for September 2019 intakes)</li> <li>Students who register to co-op programs through the co-op registration process – this is for students that did not register directly to the co-op program through OCAS.</li> </ul>	10,824	Co-op
Innovation and Entrepreneurial Mindset  Students Employees	A percentage score obtained by answering a questionnaire, created based on the competencies from the Innovation and Entrepreneurship Mindset Framework, which indicates through a self assessed score the level of innovation and entrepreneurship mindset that a learner possesses at a point in time. The higher the score, the higher the mindset of innovation and entrepreneurship is.	100% 100%	Innovation and Strategy
5. SUSTAINABLE (Financial, Environmental, Social)			
Net Contribution (out of operations)	Operating revenues less operating expenditures on a modified cash flow basis. *Under a modified cash flow basis the following cash outflows are treated as expenditures: <ul style="list-style-type: none"> <li>principal portion of debt service payments</li> <li>contributions to reserves</li> <li>purchases of assets that will be capitalized on the balance sheet</li> </ul> The following cash inflows are treated as revenues: <ul style="list-style-type: none"> <li>capital grants that will be recorded as deferred capital contribution on the balance sheet</li> </ul> The following items are excluded from the calculation: <ul style="list-style-type: none"> <li>depreciation expense, amortization of deferred capital contributions, change in vacation liability, impact of capitalizing assets and capital grants</li> </ul> *NOTE: this portion of the definition is required for Finance Dept staff only - applies at the College roll-up level, not required knowledge for other administrators	10%	Finance & Admin

**5. SUSTAINABLE (Financial, Environmental, Social)**

<p><b>Greenhouse Gas Emissions</b></p>	<p>Greenhouse gas emissions are the release of gases into the earth's atmosphere associated with an organization or business which contribute to the greenhouse effect. GHG emissions are measured in metric tons of CO2 and are broken up into three different types:</p> <ul style="list-style-type: none"> <li>• Scope 1 – “Direct Emissions” – emissions that are “owned or controlled by an organization” - generated on site by an organization</li> <li>• For Algonquin, it is almost exclusively from the burning of natural gas for heating and the generation of power (cogen)</li> <li>• Scope 2 – “Indirect Emissions” - emissions from the consumption of purchased electricity (i.e. from electricity grid)</li> <li>• Scope 3 – “Other Indirect Emissions” – not directly owned or controlled e.g. emissions generated by individuals travelling to/from an organization, third-party distribution and logistics etc.</li> </ul> <p>Current legislation and GHG reduction targets by the Ministry of the Environment pertain exclusively to Scope 1 and Scope 2 emissions but it is expected that Scope 3 emissions will be included at a future date. Consequently, GHG figures for Algonquin College are do not include Scope 3 emissions.</p>	<p><b>0</b></p>	<p>Finance &amp; Admin</p>
<p><b>Indigenization &amp; TRC</b></p>	<p>Implementing year 1 of the Transforming Indigenization Initiatives report in order to operationalize Indigenization at Algonquin College. Indigenization activities are heavily informed and inspired by the 94 Calls to Action resulting from the Truth and Reconciliation Commission.</p> <p>Participant engagement: meaningful engagement of interested individuals from students, college staff members (support staff, faculty and administrators) and college community stakeholders groups.</p> <ul style="list-style-type: none"> <li>• Exploration of Truth – developing a suit of Indigenous professional development offerings that will be used in order to meet target offering for this year (500 participants – staff, faculty, administrators, community members and / or college stakeholders).</li> <li>• Erecting the Tree – a one year special project that will see Indigenous Initiatives take on a coaching / guiding role for the Algonquin College Leadership Team (administrators) that will focus on the acquisition of traditional Indigenous governance models and seek to embed them into our business planning. This will take place over the entire year of 2019 and focus on 13 ACLT meetings.</li> <li>• Demonstrate financial viability of Indigenization activities by animating the capital investments via within the DARE District. Demonstrate financial viability of Indigenization activities.</li> </ul>	<p><b>100%</b></p>	<p>TRC &amp; Indigenization</p>

Report title:	People Plan
Report to:	Board of Governors
Date:	October 28, 2019
Author/Presenter:	Diane McCutcheon, Vice-President, Human Resources

1. RECOMMENDATION:

**THAT** the Board of Governors accepts this report for information.

2. PURPOSE / EXECUTIVE SUMMARY:

The purpose of this report is to share the progress Algonquin College has made on the 2017-2022 People Plan.

3. BACKGROUND:

The College identified the need for several high level college-wide plans that ensure it is solidly positioned to realize the goals of the 2017-2022 Strategic Plan. The People Plan is the first of these plans. The need for a human resources strategy was also identified as part of the College Enterprise Risk Framework.

A progress report on the development of the College’s People Plan was provided to the Board of Governors for information at the December 13, 2016 meeting.

Development work undertaken since December 13, 2016 are as follows:

- a) Production of a Findings Report that was shared on the myAC website (February 2017).
- b) Application of a cascading strategic direction methodology to the Strategic Plan goals to identify action planning priorities. The People Plan Advisory Committee, the Algonquin College Leadership Team, the Chairs Council and the Human Resources management team participated in this process (January-February 2017).
- c) Preparation of a draft action plan with the Human Resources management team (February-March 2017).
- d) A series of consultations and discussions with the People Plan Advisory Committee, Algonquin College Leadership Team, groups of College Academic Chairs, Managers, and the Algonquin College Executive Team to refine the action plan, timing, and People Promise (March and April 2017).



The People Plan describes where the College needs to focus efforts in order to attract, retain, develop and engage employees with the necessary competencies to achieve the overall Strategic Plan and importantly, its goal of being recognized by employees and the community as an exceptional place to work.

The Plan identifies three strategic areas of focus, each with a series of associated actions and success measures in a multi-year implementation plan. The priority focus areas are:

- a) Attract, develop, value, support and celebrate an exceptional learner-driven workforce;
- b) Increase the capacity and capability of our learning organization through innovation and continuous improvement; and
- c) Build a learning workplace that is respectful, diverse, inclusive and healthy.

The People Plan is prefaced by a People Promise, made up of a series of aspirational statements that reflect employees' expectations of the College, and the expectations our managers have of themselves in leading and developing teams. These expectations surfaced during the consultations that took place in developing the plan.

The People Promise is built upon the College's core values of Caring, Learning, Integrity, and Respect.

The People Promise is that the College will:

- Engage the strengths of our employee community in support of our mission *To transform hopes and dreams into lifelong success*;
- Offer learning and development opportunities that will further employee performance and professional growth;
- Build a vibrant, resilient and diverse workforce as well as foster an inclusive workplace culture that values the unique strengths of each employee; and
- Provide caring, insightful leadership.

#### 4. DISCUSSION:

We are currently moving into year three of the People Plan. Major accomplishments that have been completed to date include:

From 2018-2019:

- Workday was implemented and the college continues to work on adoption of the structure, process, and technology to maximize the investment into this technology.
- A Change Management Program has been implemented, with tools for managers and hands-on training delivered as part of the Management Academy.

- Pulse survey availability through our new survey provider – Metrics@Work and will be fully implemented in November 2020.
- Algonquin Leadership Education Institute has been updated, rebranded, and currently being delivered to employees College-wide.

From 2019-2020:

- The College has undertaken exploration and stakeholder consultation to develop a Unified Core Competency Framework for the three employee groups (Academic, Administrative, Support). The focus of the consultation is engagement on the definitions of competencies and data compilation.
- The draft Succession Planning Framework is currently underway, with phase I – Critical Position Planning to be delivered to Algonquin College Executive Team in November 2019.
- The 360-Degree Feedback for Deans and Directors has been completed. Algonquin College Leadership Team members have received their reports and are currently implementing plans.
- The Psychological Health & Safety Taskforce has been formed with members from across the College and our union partners. We recognize the importance of a Healthy Workplace and this taskforce has undertaken the sponsorship of Dr. Bill Howatt as a Keynote speaker at the College’s Kaleidoscope Conference; creation of a draft policy on the College’s commitment to Psychological Health and Safety and a college-wide initiatives on “Not Myself Today” Campaign. This campaign is to highlight mental illness in the workplace and to start the process of normalizing discussion around this important topic.
- A Policy and Blueprint for Equity, Diversity and Inclusion was presented to Algonquin College Leadership Team and Algonquin College Executive Team and has been approved for implementation. The plan includes a three-year phased-in approach that focuses on embedding Equity, Diversity, and Inclusion into our day-to-day work and operationalizing it as a normal part of our planning processes.

The complete People Plan is included in Appendix A: Algonquin College People Plan 2017-2022.

5. LINK TO STRATEGIC PLAN:

<b>STRATEGIC PLAN 2017-2022</b>			
<b>LEARNER DRIVEN</b> <b>Goal One</b> <b>Establish Algonquin as the leader in personalized learning across all Ontario colleges.</b>	<input type="checkbox"/>	<b>CONNECTED</b> <b>Goal Four</b> <b>Become an integral partner to our alumni and employers.</b>	<input type="checkbox"/>
<b>QUALITY AND INNOVATION</b> <b>Goal Two</b>	<input type="checkbox"/>	<b>SUSTAINABLE</b> <b>Goal Five</b>	<input type="checkbox"/>

<b>Lead the college system in co-op and experiential learning.</b>		<b>Enhance Algonquin’s global impact and community social responsibility.</b>	
<b>Goal Three Attain national standing in quality, impact and innovation within each school and service.</b>	<input type="checkbox"/>	<b>PEOPLE Goal Six Be recognized by our employees and the community as an exceptional place to work.</b>	<input checked="" type="checkbox"/>

6. STUDENT IMPACT:

The objective of the People Plan is to foster an engaged, competent, and capable workforce. Engaged employees who are supported to be successful in their roles and have their contributions valued, will have a positive impact on students and their college experience.

7. FINANCIAL IMPACT:

A financial impact will be undertaken during the scoping of individual initiatives. Any additional financial resources needed will be planned for during the annual budgeting process, the Strategic Investment Priorities Project Funding, and the Position Request Process.

8. HUMAN RESOURCES IMPACT:

A qualitative and quantitative impact on human resources will be undertaken during the scoping of individual initiatives in the People Plan.

9. GOVERNMENT / REGULATORY / LEGAL IMPACT:

This initiative does not have a material impact on specific government or regulatory requirements.

10. COMMUNICATIONS:

A communications plan is in place to support the Employee Engagement 2017 survey wrap up and the upcoming 2019 Employee Engagement Survey.

The launch of the “Not MySelf today” Campaign has been the focus of communication, ensuring the message of mental health in the workplace is clearly communicated as it speaks to one of the College’s primary value of Caring.

11. CONCLUSION:

The People Plan is the first of the high-level college-wide enabling plans developed in support of the 2017-2022 Strategic Plan. The Plan identifies three strategic areas of focus, clear actions, and measures for success in a multi-year implementation plan.

Respectfully submitted:



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Diane McCutcheon  
Vice President, Human Resources

Approved for submission:



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Claude Brulé  
President and CEO

**Appendices:**

Appendix A: Algonquin College People Plan 2017-2022
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Abhay

50+5

# People Plan 2017-2022

June 2017

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## INTRODUCTION

# Welcome to the People Plan

**Algonquin College has a clear mission: To transform hopes and dreams into lifelong success.**

It is a bold ambition for all of us as we help our students, young and old, build careers, lives and communities. Our mission is not limited to the learners who occupy our classrooms or learn through our digital channels. It is also the College's singular objective for everyone who works here. That's why we have built this People Plan. Like the new Strategic Plan - 50+5 - that inspired it, this plan is meant to be iterative; as we learn, we will adapt and revise. But it is a first step - a good one, we anticipate - toward articulating the actions we must take as a college to turn our hopes and dreams as employees into lifelong success.

This People Plan is also a first for Algonquin College on two fronts: it is the first People Plan we've ever had, and it is the first of several documents that will help us to achieve our 2017-2022 Strategic Plan. We are confident this People Plan will help advance us on the path of becoming the leader in personalized, experiential learning and an exceptional employer. What does it mean to be an exceptional employer? First, it means charting a course for the development of our people and creating an environment to achieve success - all of us. That's what this People Plan starts to do. Being an exceptional employer also means being open to feedback, listening - really listening - to ideas and concerns and then doing something about them.

We listened to the results of the 2015 employee engagement survey and the recommendations of the employee task forces that studied those priorities, and this Plan includes actions in response. The results of the 2017 employee engagement survey confirm that we are focused on the

right actions, for the actions address specific themes that have emerged again, including:

- Providing information and resources to help employees manage their careers with the College
- Holding people accountable for performance and results and recognizing contributions
- Providing performance feedback to enhance performance and career growth

In 2017-18, as in past years, we will involve employees in identifying what can be done to address issues that impede engagement. We will also focus more specifically at the team level by engaging in conversations to better understand and develop meaningful action plans at both the departmental level and at the college-wide level. Our commitment to the engagement of our employees is an ongoing commitment.

Our employees are proud to work at the College and are proud of the role they play in contributing to the lifelong success of our learners. Employees have told us they want to have personally-satisfying and engaging work experiences and careers. They have told us what is

Sincerely,



**Cheryl Jensen,**  
President and CEO



**Cathy Frederick,**  
Vice-President, Human Resources

important to them – through the employee engagement survey, during the President’s Listening Tours, Employee Task Forces and during consultations that took place in developing this plan – and we have given considered thought to their input in identifying the actions we will take over the next five years.

You will notice the People Plan echoes themes reflected in the Strategic Plan, themes also voiced by employees over the past year as we sought input. The themes are those of innovation, personalized development and continuous improvement, with a focus on improving core processes and programs through streamlining and building on what we have in place rather than creating new. We made a conscious decision during planning to select fewer more impactful actions that will measurably move the College forward and build the foundation for 50 more years of success.

The People Plan is prefaced by our People Promise, a series of aspirational statements that reflect employees’ expectations of the College, and the expectations our managers have of themselves in leading and developing teams. These statements, which surfaced during discussions with various individuals and groups, are consistent with our core values of Caring, Learning, Integrity and Respect.



01.

FOUNDATION

# About this People Plan



Darrin

## 1.1

# Guiding Principles in Developing the Plan

In the eight months it took to build this plan, we used a set of guiding principles to keep us focused and on track. We will continue to apply them as, together, we implement this plan.



Cathy

## 01. ENGAGING EMPLOYEES

Our employees have been eager to participate in activities that contribute to the College's success and influence the direction taken on issues that matter to them. Employees at all levels had the opportunity to share their perspectives during Town Halls, when the emerging themes were shared, and again when the Findings Report was shared on myAC.

Additional consultations were held with Deans, Directors, Chairs and Managers to ensure the actions identified would measurably move the College in the right direction.

The 12-member, cross-college, People Plan Advisory Committee met regularly to review results of data analyses, discuss findings, assist in prioritizing the themes and recommendations and shape and vet the resulting action plan.

## 02. EVIDENCE-BASED DECISION-MAKING

Qualitative and quantitative data from a number of sources were assessed and informed the actions in this Plan. These included:

- Recommendations of the task forces that considered the employee engagement priorities from the 2015 survey
- Interviews and consultations with people managers at all levels
- Human resources strategy risks identified by the College Enterprise Risk Management Committee

- The results of the Human Resources strategy audit commissioned by the Board of Governors
- Human resources business process and program data

## 03. LIVING DOCUMENT

The People Plan is the first of several enabling plans for the Strategic Plan, 50+5, and the actions identified are based on the information we have today. The world is not static and the College environment is certainly not static. The action plan has to be responsive to issues and challenges we are going to face over the next five years and, for that reason, we will periodically review it and refine it, if necessary, to ensure it continues to meet the needs of the College.

## 04. ALIGNING WITH THE STRATEGIC PLAN

The People Plan has a direct line of sight to our Strategic Plan goals. This was achieved through the use of a cascaded planning methodology that identified the core people capabilities and systems needed to achieve each Strategic Plan goal. Once this was complete, the themes that emerged from data analysis and the recommendations of the employee task forces were assessed in terms of their impact on our ability to achieve the strategic goals, and their alignment with the needed people-capabilities and systems. This exercise resulted in a list of priority actions that are reflected in the People Plan.

## 1.2

# About us

We are more than 1,300 full-time and 2,400 part-time employees at the end of the 2016-17 fiscal year.

- We are more than 1,300 full-time and 2,400 part-time employees at the end of the 2016-17 fiscal year.
- We are a mature employee group: most of us are older than 40.
- Many of us who are part-time have been working with the College for 10, 15, and 20 years or more.
- We employ several hundred of our own students every year in a variety of roles.
- Part-time employees are an important talent pool for full-time positions, and are often successful in becoming full-time employees in the Support and Academic groups. Over the past three years, 52 per cent of those hired into full-time Support positions



came from the part-time group, while the comparable statistic for the Academic group was 88 per cent. During that same period, most full-time Administrative positions were filled with mid- or late-career external candidates.

- The annual rate of turnover in full-time employees is just under 5 per cent, due mostly to retirements.
- The Ontario Colleges of Arts and Technology (CAAT) Pension Plan projects that 50 to 60 employees will retire in each of the next three years, based on analysis of the College's retirements since 2012.
- We need to further our understanding of the diversity within our workforce and whether we are fully taking advantage of the diversity of talent found in the labour marketplace.
- Since 1999, we have raised more than \$1.3 million for United Way and had an impact on the lives of 4,600+ community members.





## 1.3

# Our People Promise

People come to work at Algonquin College, and continue their careers here, because they have a strong commitment to service, life-long learning and helping our clients, the learners, become the leaders of tomorrow.



Ben

The People Promise affirms that the College will:

- ✓ Engage the strengths of our employee community in support of our mission to transform hopes and dreams into lifelong success.
- ✓ Offer learning and development opportunities that will further employee performance and professional growth.
- ✓ Build a vibrant, resilient and diverse workforce, as well as foster an inclusive workplace culture that values the unique strengths of each employee.
- ✓ Provide caring, insightful leadership.



## 1.4

# Plan Overview

The People Plan actions reflect specific themes that emerged during the planning process:

- ✓ Provide employees with the tools and skills-building experiences necessary to build innovative programs and practices
- ✓ Readily connect pools of internal and external talent with opportunities
- ✓ Enable employees in choosing their career paths by making available information, resources, and opportunities
- ✓ Provide employees with insightful performance-enhancing feedback
- ✓ Facilitate a personalized, experiential learning approach to acquiring new skills



02.

AREAS OF FOCUS

# The Core of the People Plan

---



Carlo

Over the course of the next five years we will focus on three areas of priority:

- ✓ Attract, develop, value, support and celebrate an exceptional learner-driven workforce
- ✓ Build a learning workplace that is respectful, diverse, inclusive and healthy
- ✓ Increase the capacity and capability of our learning organization through innovation and continuous improvement



**STRATEGIC FOCUS #1:**

# Attract, develop, value, support and celebrate an exceptional learner-driven workforce

There is a popular anecdote about working at NASA in the 1960s that goes like this: Ask the janitor what his job is and he will say “to put a man on the moon.”

Algonquin College exists to transform the lives of learners and we all have a role to play, whether it’s teaching, keeping our facilities clean or hiring talented employees. Our learners must be at the centre of everything we do. To this end, we will attract, develop, value, support and celebrate an exceptional learner-driven and learning-focused workforce with the skills needed to deliver on our mission, mandate and strategic plan.

We are all accountable for our work, and we must ensure managers and supervisors have the skills, tools and support to manage performance and give employees the feedback they need to continuously improve. Responding to the 2015 and 2017 engagement survey results, we will support development of high-performance teams and people, by providing additional resources to assist in performance and career conversations and introducing a simplified, streamlined performance discussion process for Part-time employees.

In 2017-18, we will undertake a review of the employee performance development framework to identify opportunities to enhance the process, resources and tools for employees and managers.

A formal departmental-level orientation will be introduced for all new employees, to immediately position them for success. This orientation will supplement the current College orientation, and will be modeled on practices already in place in some departments.

In addition, an orientation module will be introduced for new managers (those who are new to the College and those who are promoted from within) to support them during the early, critical months of assuming their roles.

We will connect people with opportunities by providing employees with the ability to create and post their professional profiles. Managers will be able to post temporary opportunities that could be as short as several hours or weeks, and up to four months, conduct a search of employee professional profiles and select candidates based on the results of the search.

We will support Chairs in meeting anticipated program needs by identifying and continually refreshing pools of qualified candidates for Part-time faculty opportunities.

We will provide employees with information and resources to assist in managing their career paths at the College, housed on a virtual *Career Hub* on the HR webpages. Initially, the Employee Career Hub will hold a set of career mobility principles, guidelines for a new informal job-shadowing process and samples of responsibilities and credential requirements for frequently posted positions. Other resources will be added over time.

We will introduce online and blended learning delivery into the leadership and management learning programs to provide broader access to internal professional development programs for enhanced performance and career growth.

We know that our senior leaders need to get better at engaging employees in order to build trust and foster collaboration. We will strengthen our leadership bench strength by introducing a 360-degree performance feedback process for senior leadership positions, along with the opportunity to consult with a performance coach in order to prepare a personalized development plan based on the results.

We will update our leadership succession planning framework and monitor the development of a strong cadre of potential internal successors for leadership positions. This will provide focused, purposeful competency growth experiences for identified individuals and provide the College with an in-house pool of experienced talent for future leadership opportunities.

We will continue to monitor and take action on employee engagement priorities. We will build on the learnings of our employee-led *Tiger Teams* experience to study and recommend action on the priority issues

surfacing in the 2017 Employee Engagement survey. We will act quickly on those recommendations.

As with the 2015 survey results, we will develop and monitor College-wide and departmental-employee engagement plans. Furthermore, we will start using pulse surveys to ensure we remain on top of issues that have an impact on employee engagement.

We intend to become the role model for other employers in providing valuable skills-building work terms for our Co-op students. Our current framework to employ Co-op students will be refined, and additional tools will be given to managers to optimize the experience of Co-op students within departments.

#### MEASURES OF SUCCESS

- Leadership roles filled by internal candidates
- Student satisfaction with internal Co-op work term
- Completion of performance discussions

**STRATEGIC FOCUS #2:**

# Increase the capacity and capability of our learning organization through innovation and continuous improvement

Every employee at Algonquin College has the ability and deserves the opportunity to improve the way we work so that we can focus as much time as possible on enhancing the learner experience.

That's why we will foster an innovative workplace culture and support the operationalization of our strategic focus on quality and innovation by adapting *Lean* management principles to the post-secondary education environment. This will give us a common lens, language, and tools for implementing improvements to our programs and practices, to advance collaboration across groups and departments. Initial training has already begun and will continue over the next several years, with an increasing focus on applying the methodology and tools and building our in-house expertise.

We will also provide employees an opportunity to connect and share best practices through the creation of *Communities of Practice*.

In 2017-18, we will take a significant step forward in streamlining many human resources and financial processes with the introduction of the enterprise resource planning software, *Workday*.

*Workday* will give employees immediate access to information, such as the ability to view their vacation and sick-leave banks and pension information. It will also allow the submission of leave requests, and direct access to applications for opportunities. Managers and teams will have increased access to data and reports necessary for evidence-based decision-making.

The second phase of *Workday*, scheduled for implementation in 2018-19, will streamline the registration process for employee-learning programs and create a record of employees' learning completion as well as other professional development opportunities.

By 2020 we will have a College-wide core competency framework in place and use it as the integrating foundation for our talent processes and programs. We will review and update the current leadership competency framework with the competencies needed to achieve our mission, mandate and strategic plan, and identify the behaviours associated with each competency for professional, faculty and other roles at the College. We will then use the competencies in employee recruiting,



selection, performance development, and learning, to provide us with a solid and integrated foundation for moving forward.

#### **MEASURES OF SUCCESS**

- Learning investment as a % of payroll
- Time to hire employees
- User/client satisfaction with HR processes



Gregory

**STRATEGIC FOCUS #3:**

# Build a learning workplace that is respectful, diverse, inclusive and healthy

Respect for people is a central principle of everything we do. We will continue to build a respectful workplace and inclusive workplace culture, one that values the unique strengths of each individual, and take action to support employee resiliency and wellness.

Change is a constant in the current post-secondary environment. Our ability to adapt to change — in the way we work and the way we interact with each other — will become an increasingly important determinant of success. As well, significant planned change is on the near-term horizon. The Innovation Centre, Workday and a new Learning Management System, are but few of these planned changes. We will introduce a standardized, scalable change-management methodology and tools that will become part of the way we approach business transformation projects at the College. The methodology — which will be used initially in the implementation of Workday — will be customized for the College and available to assist managers in leading projects and supporting teams through change.

We will continue to conduct scans of workplace issues and, starting in 2018-19, conduct internal and external research into employee wellness indicators and best practices, in order to enhance the resources in place to support and promote employee wellness.

We will focus on increasing our proficiency in finding solutions to issues before they become serious problems through evidence-based problem-solving discussions with our union locals, and implementing practical solutions to recurring issues.

In 2017-18, we will extend the use of our Employment Equity Self-Identification form to Part-time employees and external applicants so we gain an informed understanding of the diversity in our workforce. We will also conduct a review of our human resources programs and practices to identify impediments to workforce diversity and inclusion. The insights from these activities will assist in developing a strategy to strengthen the diversity and inclusiveness of our workplace.

## **MEASURES OF SUCCESS**

- Workforce diversity
- Resolution of issues tabled by the union in problem-solving sessions
- Employee wellness

03.

ACCOMPLISHMENTS

How will we  
be different  
five years out?

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Cheryl



# 2017 - 2018 Accomplishments

## WE WILL HAVE:

- ✓ Framework to employ Co-op Students
- ✓ Workday Phase I implemented and adoption support underway
- ✓ Employee Career Hub
- ✓ Lean strategy defined; additional training and supporting tools deployed
- ✓ College-wide and Departmental plans based on 2017 employee engagement survey results
- ✓ Pre-screened talent pools for PT Faculty
- ✓ 360-degree performance feedback and coaching for the College executive team

# 2018 - 2019 Accomplishments

## WE WILL HAVE:

- ✓ Workday Phase II (Professional development module) implemented and adoption support underway
- ✓ Orientation module for new managers
- ✓ Performance-feedback tool for PT Admin and Support
- ✓ Pulse surveys on employee-engagement issues
- ✓ Process for matching internal candidates with short-term (<4 months) assignments
- ✓ Standardized scaleable change-management methodology and tools
- ✓ Online and blended learning methodologies introduced into leadership and management Professional Development

# 2019 - 2020 Accomplishments

## WE WILL HAVE:

- ✓ Core competency framework refined for management role levels
- ✓ Departmental orientation framework in place
- ✓ Updated succession planning framework
- ✓ Workforce diversity and inclusion strategy
- ✓ Wellness assessment and updated resources
- ✓ 360-performance feedback and coaching for Deans and Directors

# 2020 - 2021 Accomplishments

## WE WILL HAVE:

- ✓ Core competency framework expanded to non-management role levels
- ✓ Performance feedback tool for PT Academic



# 2021 - 2022 Accomplishments

## WE WILL HAVE:

- ✓ College core competencies used in talent recruitment, selection, performance development and learning processes



Dave

AC

Report title:	Employee Engagement Update
Report to:	Board of Governors
Date:	October 28, 2019
Author/Presenter:	Diane McCutcheon, Vice President, Human Resources

1. RECOMMENDATION:

**THAT** the Board of Governors accepts this update for information.

2. PURPOSE / EXECUTIVE SUMMARY:

The purpose of this report is to update the Board of Governors with the actions taken to address the 2017 Employee Engagement survey results, and to provide a roadmap to the upcoming 2019 employee engagement survey.

3. BACKGROUND:

In February 2017, the College's third Employee Engagement survey was conducted. The previous surveys were conducted in 2012 and 2015. The latter two surveys were conducted utilizing the AON Hewitt survey thus providing continuity, more robust data and trend analysis.

In 2019, AON Hewitt updated their engagement surveys with over 76 items amended and the College was notified that they had sold the engagement services arm of their business to Spencer Stuart thus limiting the College's ability to complete its trend analysis from the previous two surveys. The college undertook a Request for Proposal process in June of 2019, and signed a two-year contract with Metrics@Work.

Metrics@Work measures engagement in three ways:

- Individual – Job Engagement;
- Departmental/ Work Area Engagement; and
- Organizational Engagement.

Information regarding Metrics@Work is provided in Appendix A: Metrics@Work.

In preparation for the upcoming November 26, 2019 Employee Engagement Survey, an extensive program was developed to accompany survey actions undertaken by the Human Resources team. Details of the program are as follows:

- Employee Culture Book – Algonquin College’s first Employee Book containing employee stories, written by employees. The book will be named through a naming competition submitted by employees. Publication and distribution of the Employee Book is scheduled early in the new year with an electronic version accessible on the Human Resources website.
- A communications and marketing campaign highlighting College-wide and departmental specific actions taken since 2017.

The People Plan 2017-2022 was accepted by the Board of Governors for information on June 12, 2017. The Plan is, in part, a response of the College leadership to the Employee Engagement Survey results.

The three priority focus areas are:

- a) Attract, develop, value, support and celebrate an exceptional learner-driven workforce.
- b) Increase the capacity and capability of our learning organization through innovation and continuous improvement.
- c) Build a learning workplace that is respectful, diverse, inclusive and healthy.

#### 4. DISCUSSION:

The following steps were taken to deem the 2017 Employee Engagement survey closed:

- Completed five Burning Imperative sessions with departments. Departments were given the opportunity to choose one initiative that would impact their engagement positively, and to work towards problem solving and implementation.
- Completed four training sessions for Managers “*Coaching for High Performance*”. A comprehensive session that provided people managers with further tools to manage their employees and team members.
- Measured the participation of departments to understand who completed results, brainstorming and follow-up/pulse sessions, which has enabled us to course-correct with a more robust check-in process and accountability to Algonquin College Executive Team members.
- Completed the 360-Degree program with Algonquin College Executive Team and the Algonquin College Leadership Team. This included an average of ten raters responding to a comprehensive survey that provided members with feedback on their leadership style and management skills.



5. LINK TO STRATEGIC PLAN:

<b>STRATEGIC PLAN 2017-2022</b>			
<b>LEARNER DRIVEN</b> <b>Goal One</b> Establish Algonquin as the leader in personalized learning across all Ontario colleges.	<input type="checkbox"/>	<b>CONNECTED</b> <b>Goal Four</b> Become an integral partner to our alumni and employers.	<input type="checkbox"/>
<b>QUALITY AND INNOVATION</b> <b>Goal Two</b> Lead the college system in co-op and experiential learning.	<input type="checkbox"/>	<b>SUSTAINABLE</b> <b>Goal Five</b> Enhance Algonquin’s global impact and community social responsibility.	<input type="checkbox"/>
<b>Goal Three</b> Attain national standing in quality, impact and innovation within each school and service.	<input type="checkbox"/>	<b>PEOPLE</b> <b>Goal Six</b> Be recognized by our employees and the community as an exceptional place to work.	<input checked="" type="checkbox"/>

6. STUDENT IMPACT:

The objective of the action plans and People Plan is to foster an engaged, competent and capable workforce. Engaged employees, who are supported to be successful in their roles and have their contributions valued, will have a positive impact on the student experience.

7. FINANCIAL IMPACT:

Any additional financial resources needed for initiatives will be planned for during the annual budgeting process and the Strategic Investment Priorities Project Funding and Position Request Process.

8. HUMAN RESOURCES IMPACT:

The objective of the action plans within the People Plan is to increase the level of employee engagement. This is measured by employees’ willingness to:

- Recommend Algonquin College as an employer,
- Stay with the organization, and
- Strive to contribute to the success of our learners.

9. GOVERNMENT / REGULATORY / LEGAL IMPACT:

This initiative does not have a material impact on specific government or regulatory requirements.

10. COMMUNICATIONS:

A communications plan has been developed for all activities relating to employee engagement and the survey launch. This will include regular check-points with departments throughout this two-year cycle, and progress report back to the Algonquin College Executive Team and the Algonquin College Leadership Team from a college-wide and departmental perspective.

11. CONCLUSION:

In response to the 2017 Employee Engagement Survey, several initiatives have been undertaken both at a departmental and College-wide level. The People Plan was developed, after comprehensive consultation, to enable Goal Six of the Strategic Plan, “be recognized by our employees and the community as an exceptional place to work” and as a direct result of employee feedback. With the addition of developing an engagement plan that includes a survey, it also incorporates engagement activities, employee driven initiatives, and leadership support. The College is well positioned to implement the full program leading into 2020 and 2021.

Respectfully submitted:



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Diane McCutcheon  
Vice President, Human Resources

Approved for submission:



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Claude Brulé  
President and CEO

**Appendices:**

Appendix A: Metrics@Work
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METRICS@WORK

### CONFIDENTIALITY

To ensure full confidentiality, employees completing the web survey will be invited by Metrics@Work to complete the survey on-line directly through an external, secure website set up by Metrics@Work.

Metrics@Work will receive your email addresses in order to administer the survey but will not link email addresses to your responses in any way when providing results to Algonquin College.

Metrics@Work follows the principles outlined in the Tri-Council Policy Statement: "Ethical Conduct for Research Involving Humans," to maintain confidentiality of your responses.

### SURVEY PLATFORM – QUALTRICS

We run our surveys on the Qualtrics (SAP) platform, which is widely recognized by Canada's postsecondary institutions and research agencies as their platform of choice. The Qualtrics platform meets all Canadian legal requirements from a location, privacy and security point of view including MFIPPA. It is the platform used by many Ontario Universities for their academic faculty research surveys.

Qualtrics works with all major web explorer applications, e.g., Google, IE, Safari and it operates on virtually all "smart" technologies, e.g., desktop, laptop, I-pads, smart phones including all major operating systems, e.g., Apple, Android, Blackberry. Metrics@Work's Qualtrics data are stored on Canadian-only servers, and are SSL encrypted.

### REPORTING INFORMATION TO ENSURE ANONYMITY

#### QUANTITATIVE REPORTS

To ensure anonymity of your responses, Algonquin College will only receive aggregated group data – not individual responses. Metrics@Work will only provide reports for groups with greater than 10 employees and at least 10 respondents must participate. No groups can be combined or reported on in any way that would violate this rule or identify any individual response. Metrics@Work has created its own proprietary report creation program specifically fitted to the model of employee engagement.

Reports typically include:

- Colour coding where appropriate (e.g., higher or lower results)
- Response Profile
- An Engagement and Psychosocial Health and Safety Dashboard
- Engagement and Psychosocial Health and Safety Dashboard drivers reported by level, and
- Change scores (for where equivalent results are available from previous surveys)

#### QUALITATIVE REPORTS:

Metrics@Work will provide open ended survey questions and comments will be provided as a part of the report to your organization.



## OVERVIEW OF METRICS@WORK

Metrics@Work emerged from Brock University's Workplace Health Research Lab (WHRL) in September, 2007 after 8 years at Brock (i.e., established in 1999) – approaching 20 years of operations. Metrics@Work, since 1999, has carried over 450 employee engagement surveys. Four of our staff have been involved in 100's of those projects. We are proud of the high level of expertise and knowledge in our core team, each bringing a skill sets to the project to provide the highest possible level of customer service and support.

We offer a database with over 250,000 respondents – 80% based on Canadian public sector organizations.

We are well positioned to assist Algonquin College to complete an engagement survey project and support the building of trust and confidence to help Algonquin College use the results to create more engaging work environments.

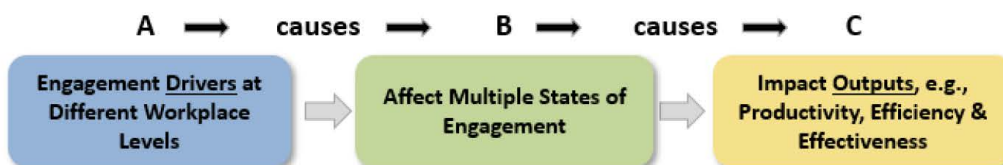
## POST-SECONDARY INSTITUTIONS ENGAGEMENT SURVEYS

Metrics@Work experience with post-secondary institutions, i.e., Colleges and Universities.

NEW BRUNSWICK COMM. COLLEGE	FANSHAWE COLLEGE
NIAGARA COLLEGE	WESTERN UNIVERSITY
MCMASTER UNIVERSITY	YORK UNIVERSITY
LAURENTIAN UNIVERSITY	LAKEHEAD UNIVERSITY
RYERSON UNIVERSITY	BROCK UNIVERSITY
WILFRED LAURIER UNIVERSITY	UNIVERSITY OF LETHBRIDGE
MEMORIAL UNIVERSITY	ST. THOMAS UNIVERSITY
RED RIVER (CURRENT)	ALGONQUIN (CURRENT)

## METRICS@WORK'S MODEL OF ENGAGEMENT

The underlying premise of the Metrics@Work Engagement Model below shows a simple causal sequence where drivers affect engagement, which in turn impact work outputs. By optimizing drivers in your work area engagement will increase and your team outputs will improve.





## COMMON LEVELS OF MEASUREMENT

Based on previous Metrics@Work analyses we have found that employee engagement can be operationalized at least 3 levels. The three most common levels are:

1

**Job Engagement** representing employees' perceived relationship to their job. Job Engagement consists of 3 sub-components (i.e., energy / passion for job, dedication, and immersion in job). Job Engagement is often predicted by factors such as workload manageability and having adequate job control and clarity.

An example of a Job Driver Measure: Communications to do your Job

2

**Departmental / Work Area Engagement** represents employees' perceived relationship to their work area. Work Area Engagement is often predicted by factors such as feeling supported by co-workers, having adequate individual recognition, good cooperation with staff in other work units, and having a trusting and respectful relationship with one's supervisor.

An example of a Department Driver Measure: Departmental Communication

3

Employees' **Organizational Engagement** representing employees' perceived relationships with their organization, which is primarily presented in the form of emotional commitment to the organization, a willingness to remain (or, conversely, a lack of interest in leaving), and a willingness to give discretionary time and effort to the organization.

An example of an Organizational Driver Measure: Organizational Communication

## PSYCHOLOGICAL HEALTH & SAFETY

Psychological Health & Safety in the workplace is not a new concept, but it has recently garnered wider attention as an area to be more strongly considered in the construction of a healthy workplace. For instance, the Ontario Occupational Health and Safety Act was expanded to include harassment and bullying in the workplace. As well, the Mental Health Commission of Canada has played a key role in the development and communication of the National Standard of Canada for Psychological Health and Safety in the Workplace, the first of its kind in the world. Many of the drivers in your survey represent factors that can affect mental health and wellbeing at work. Your survey content is a method of capturing where your organization is strong and where it is challenged in terms of those factors. The post-survey work to improve the challenges and maintain the strengths will help in the ongoing development of a healthy and safe workplace for Algonquin College.



**Report from the Chair  
Board of Governors Meeting  
October 28, 2019**

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**Orientation of New Governors**

Members of the Algonquin College Executive Team, and the President of the Students' Association presented an overview of the College to new Governor Jamie McCracken, and Governors in-waiting John Weerdenburg and Yusuf Khan Board of Governors at the Orientation Part 1 session on August 22. Five current Board members also participated in this session.

On September 15, 2019, Jay McLaren, Chair, Academic and Student Affairs Committee and Gail Beck, Chair, Governance Committee presented their committee's responsibilities at the New Board of Governors Orientation Part 2 session held at the Perth Campus. Duane McNair, Vice President, Finance and Administration presented on behalf of Kelly Sample, Chair, Audit and Risk Management Committee. Duane McNair, Laura Standbra, Vice President, Student Services, and Claude Brulé, President and CEO provided a presentation on Board Monitoring and Oversight.

**2019 Fall Board of Governors Retreat (September 15 & 16)**

Thank you to Governors and Governors in-waiting for attending the Board's Fall Retreat at the Perth Campus and Best Western Perth. Governors' engagement in discussions and active participation in activities ensured that the session was successful and rewarding for all. The Retreat agenda included topics such as: "*The realities of 2019 – where we are going*" presented by special guest speaker Linda Franklin, President and CEO Colleges Ontario, and "*Integrating Governance and Leadership for Impactful Outcomes*" presented by guest speaker, Nouman Ashraf, Assistant Professor, Teaching Stream within the Organizational Behavior area at the Rotman School of Management. Thank you to Maggie Cusson, Dean, Academic Development for taking us through Algonquin College and the emerging Cannabis Market/Business, Governor Gail Beck for her insight on Cannabis and its Affects on Youth, and to the Algonquin College Executive team, for helping to make the retreat a success.

**Colleges Ontario 2019 Higher Education Summit**

As reported in June, the 2019 Higher Education Summit will be held in Toronto at the Sheraton Centre Hotel from November 30 to December 2. The College Centre for Board Excellence will be hosting the Governor Orientation Sessions prior to the conference on November 30 and December 1.

This year's theme is Transformations with featured key note speakers, Peter Mansbridge, former chief correspondent of CBC News, and Edward Snowden, former intelligence officer and whistleblower who in 2013 revealed the existence of secret wide-ranging information-gathering programs conducted by the National Security Agency (NSA).

The Board's Governance Committee approved eleven Governors to attend the 2019 Higher Education Summit.

### **2019 Fall Convocation Ceremonies**

Thank you to all Board Members who attended the 2019 Fall Convocation Ceremonies, held at the Shaw Centre on October 22, 2019.

### **2019-2020 Board Meeting Dates**

The Board meeting dates from September 2019 to June 2020 are posted on the Board's public website and on SharePoint. They are as follows:

Monday, October 28, 2019 Board meeting  
Monday, December 16, 2019, Board meeting  
Monday, February 24, 2020, Board meeting  
Monday, April 20, 2020 Board meeting  
Monday, June 8, 2020 Board meeting and Annual General Meeting

### **2019-2020 Board Dinners and 2020 Spring Board Retreat**

- Board Holiday Dinner: Wednesday, December 4, 2019. A formal invitation will be sent to members in October.
- 2020 Spring Board Retreat: Saturday, March 28, 2020.
- Board of Governors End of Year Dinner - Monday, June 22, 2020.

**Report from the President  
Board of Governors Meeting  
October 28, 2019**

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**President Brulé's First Fifty Days**

President Brulé's first fifty days in office have comprised of regular "walkabouts" across the length and breadth of the Woodroffe campus and specific departmental/School tours to meet faculty and staff. Visits to the Perth and Pembroke campuses have included coffee breaks with staff and meetings with respective leadership teams. President Brulé attended and hosted several College-wide "Listening Tours" with up to 30 College staff as an informal way to listen and discuss "what's on their minds".

Meetings with key external contacts and community leaders have occurred with many more planned in the coming months. President Brulé met with:

- City of Ottawa Manager, Steve Kanellakos;
- Ottawa Mayor, Jim Watson;
- Pembroke Mayor, Michael Lemay;
- Perth Mayor, John Fenik;
- Member of Provincial Parliament, Jeremy Roberts;
- Member of Provincial Parliament, David Picinni;
- Minister of Training, Colleges and Universities, Ross Romano
- Minister of Long Term Care, Merrilee Fullerton; and
- Member of Parliament, Honourable Anita Vandenberg.

President Brulé met with contacts in post-secondary education including Sarah Watts-Rynard, CEO, Polytechnics Canada; Linda Franklin, President and CEO, Colleges Ontario; Denise Amyot, President and CEO, Colleges & Institutes Canada, and Graham Lloyd, CEO, College Employer Council.

He spoke at the official announcement of the New Mental-Health Partnership between the Royal Ottawa Hospital and Algonquin College. This new collaboration will allow students and employees take advantage of many mental-health services on campus and, with the help of technology, from the comfort of their homes. Algonquin College employees will also have access to professional development and training opportunities at the Royal Ottawa Hospital.

**Lumiere Charity Gala**

President Brulé attended his first Lumiere Charity Gala at the Brookstreet Hotel, in support of the Wesley Clover Foundation, Ottawa Regional Cancer Foundation, and the Ottawa Senators Foundation. Proceeds from this multi-partner fundraiser will provide assistance to children and families in our communities facing physical, mental, and educational challenges.

**TEDxOttawa 2019**

President Brulé spoke at the Algonquin College sponsored 2019 TEDxOttawa event held at the National Arts Centre on October 10, 2019. TED is a nonprofit organization devoted to ideas worth spreading. Started as a four-day conference in California 30 years ago, TED has grown to support its mission with



multiple initiatives. The two annual TED Conferences invite the world's leading thinkers and doers to speak for 18 minutes or less.

### **Community Board Memberships**

President Brulé is an active member of the community and serves on several boards such as:

- Ottawa Network for Education;
- Ottawa Community Loan Fund;
- Institute of Electrical and Electronics Engineers;
- Invest Ottawa;
- Polytechnics Canada; and
- National Association for Community College Entrepreneurship.

**For Algonquin College to deliver on its Mission and Vision we have five Strategic Directions and six supporting goals. These commitments guide our strategic priorities and budget process.**

**Strategic Direction**

**Reporting Timeframe:** May 7, 2019 to September 9, 2019

**LEARNER DRIVEN**

Goal 1: Establish Algonquin as the leader in personalized learning across all Ontario colleges.

Summary Report from:	Activity
Academic	<ul style="list-style-type: none"> <li>• The Pembroke Campus delivered Thrive@AC, a series of 14 orientation workshops, covering a wide range of subjects during the last week of August. Over two hundred and sixty-five students registered and prepared for the start of their studies.</li> <li>• The Academic Access Advisors conducted 413 one-on-one meetings with prospective non-direct postsecondary students to discuss their academic goals. This was a slight increase (5%) over the same period last year. Advisors met with 773 additional prospective students in the College’s Test Centre, an increase of 105% over the same period last year.</li> <li>• The Experienced Worker Centre Intake and Referral staff met with 211 new clients during the reporting period, while Second Career staff supported 96 new students registered for the Fall 2019 term.</li> <li>• There were 450 observation visits by on-campus and online Early Childhood Education program students to the Early Learning Centre.</li> <li>• The Student Success Specialist team in the Faculty of Health, Public Safety and Community Studies conducted a number of internal initiatives to prepare incoming students for successful academic onboarding. This included outreach to Level 01 students who completed the Entering Student Survey (120 participants), more than 20 program specific orientations, and an email campaign to promote student services to new and returning students.</li> <li>• The online delivery of the Computer Programmer, Ontario College Diploma program launched in the Fall 2019 term with 80 full-time students and surpassed the initial enrolment projection and expectations.</li> <li>• The Applied Science and Environmental Technology Department launched a teaching and learning pilot program called ‘Small Group Instructional Feedback’ involving 15 faculty volunteers. The program is a formative, mid-course check-in process designed to create a mechanism for real-time, anonymous feedback to professors from their learners.</li> </ul>

<p>Communications and External Relations</p>	<ul style="list-style-type: none"> <li>The Communications Department continued to support development of the Learner-driven Plan, including communications materials promoting the new Learner-driven Plan Strategy Document, and Summer-Fall Learner-driven Plan initiatives geared towards development of the Implementation Plan. This will be presented to the Board of Governors at the December 16, 2019 meeting. Communications developed a full communication strategy to support the Learner-driven Plan through Fall 2019 to January 2020. Activities will include website content/design, student feedback advocacy, graphic design, and event promotion on all three campuses via social media, websites, and digital screen collateral.</li> </ul>
<p>Finance and Administration</p>	<ul style="list-style-type: none"> <li>Facilities Management successfully completed the establishment of three new classrooms on the 100-level of Building C to provide more capacity for program delivery for our learners.</li> </ul>
<p>Human Resources</p>	<ul style="list-style-type: none"> <li>Human Resources was represented in the Learner Driven Plan planning and implementation processes. The Centre for Organizational Learning is leading an initiative within the Universal Design for Learning of year-one of the Learner Driven Plan. Human Resources has undertaken an initiative to review all Employee Learning and Development to develop a strategy that will support the Learner Driven Plan.</li> </ul>
<p>Indigenous Initiatives</p>	<ul style="list-style-type: none"> <li>On September 3, 2019, Shaun Barr, Chair, Construction Trades and Building Systems, and Andre O’Bonsawin Manager, Indigenous Initiatives, Services and Partnerships, helped launch the College’s Gas Technician program at Iohahi:io Akwesasne Adult Education Training Center located in the Mohawk Nation at Akwesasne. Twelve students registered in the program.</li> <li>The Mamidosewin Centre and staff hosted the annual Welcome Back Feast for new and returning Indigenous learners on September 3, 2019. Elder Thomas McKay, President Claude Brulé, and Ron McLester, Vice President of Truth, Reconciliation and Indigenization were in attendance to welcome the students.</li> <li>On August 19, 2019, Andre O’Bonsawin led the Indigenous tour of the DARE District for Colleges Ontario’s Loretta Piatteli, Manager, Member Relations and Services first visit to Algonquin College.</li> </ul>
<p>Innovation and Strategy</p>	<ul style="list-style-type: none"> <li>The Applied Research Centres provided Work-Integrated Learning opportunities to 63 students this summer for research project work.</li> <li>Algonquin College’s Cricket team ranked third overall at the Fifth Men’s National Championship against 16 competitive teams on September 7, 2019. It lost against Carleton University in the semi finals.</li> <li>An international cohort for the two-year Computer Programmer program was launched at the Perth Campus. Nineteen international students successfully completed Level 01 of the program in the summer and carried on to Level 02 in September.</li> </ul>

	<ul style="list-style-type: none"> <li>• Thirty-five Algonquin College students attended a Local Employment Planning Council Annual BBQ pre-event, “International Student Talent Connections”, to learn about Ottawa’s employment landscape and network with nine local employers and community partners.</li> </ul>
<p>Student Services</p>	<ul style="list-style-type: none"> <li>• The focus on Algonquin College environmental branding over the last year is seeing positive results with the Key Performance Indicators (KPI’s) increase from 71% to 74.8% in perceived "quality of the facilities / resources" (up for the first time in five years).</li> <li>• Five years’ worth of Brand Awareness Recall Studies illustrates positive trends across both brand awareness and perception metrics. Collectively, these metrics make a case for consistency in Algonquin College’s brand campaign while continuing to explore high impact mediums such as television. Results show increases in Advertisement Recall for 2018-2019 to an all time high of 52% up from 47% in the previous fiscal year.</li> <li>• The Marketing Department launched the Ottawa campus virtual tour. The tour has already generated 717 leads.</li> <li>• The AC Hub Team, in partnership with the Registrar’s Office, and the Communications department, successfully executed the 2019 Spring Convocation ceremonies on June 17, 18 and 19, 2019 – it was the first execution of the Spring ceremonies with the new event management framework. Attendance increased from 37% in June 2018, to 46.5% in June 2019. With a goal toward continuous improvement for the graduate and guest experience, enhancements were implemented including a more extensive communications plan, as well as the branding of the “AC Grad Shop” with Campus Services.</li> <li>• The Registrar’s Office implemented returning international student self-serve fee payment through the Student Portal (ACSIS). Since its release on July 22, 2019, 55% of payments (1,027 out of 1,866) have been completed through the self-serve functionality reducing in-person service and wait times.</li> <li>• In this reporting period, 3,798 credit transfer requests were processed, an increase of 44.7% from 2,624 for the same period last year. This increase is attributed to communication efforts encouraging students to apply for credit transfer after timetable release and before the start of the academic term.</li> <li>• An Open Programs Information Evening was held on August 21, 2019. This event encouraged applications and conversion for soft enrolment programs before the start date of the 2019 Fall Term. A total of 175 prospects attended, resulting in an all time high of 70+ onsite applications. A similar event was held at Perth campus on August 14, 2019 which welcomed 18 prospects and resulted in 5 onsite applications.</li> <li>• Project Lighthouse handed out 750 tie-die t-shirts, each with a conversation about how to respond to a disclosure of sexual violence, at AC Day 1 on September 3, 2019.</li> <li>• Algonquin College employees participated in a training session held at the Ottawa Campus with the Ottawa Rape Crisis Centre, and the regional Sexual Assault and Partner Abuse Care Program (SAPACP) of the Ottawa Hospital Civic</li> </ul>

	<p>Campus. The training provided the attendees with the services offered to survivors of sexual violence, as well as Project Lighthouse initiatives on campus.</p> <ul style="list-style-type: none"> <li>• AC Start, for new learners, was held from August 19 to 21, and oSeptember 1, 2019 (for Residence students). The AC Start Preparatory Lounge featured tools such as: email access, Brightspace login, WiFi, and course materials; and services: timetables, Financial Aid and Student Awards, International Education Centre, Prior Learning Assessment and Recognition (PLAR), Transfer Credits, Course exemptions and program specific (academic) questions. Students were able to take part in a customized campus tour (Your Pathway to Success) and brought their own devices for on-the-spot support.</li> <li>• A total of 1,796 learners participated in the early onboarding events (prior to AC Day 1), by virtual (online) or in person attendance. Year-over-year comparative data will be available for the 2020 Fall Term.</li> <li>• Classes were not held on September 3 for the College Orientation at the Ottawa Campus on AC Day 1. This enabled new students to attend Program Orientation, success workshops, services overview and many social activities. A record high of 480 returning student volunteers participated for AC Day 1. A total of 7,072 entry level students registered to attend AC Day 1, a decrease of 15% compared to 8,518 registered for 2018 Fall Term Orientation. The 7,072 students registered for AC Day 1 represents 78% of the approved projected level one enrolment of the 2019 Fall Term for the Ottawa campus. There are several possible causes for this decrease, including: increasing numbers of students are participating in online onboarding and orientation tools, and some students that have opted out of the AC Hub or Students' Association fees in the new Student Choice initiative may not have understood they were eligible to attend AC Day 1 activities.</li> <li>• As part of the new partnership, Algonquin College and The Royal Ottawa Mental Health Care Centre implemented a weekly psychiatry clinic for students attending Health Services. This was launched on September 4, 2019 at the Ottawa campus. Psychiatry clinic days are held once a week, on Wednesday's. Current capacity is for two students per week to receive 90-minute sessions with a Psychiatrist from The Royal. Referrals for the services are made by the Physicians at the Ottawa campus Health Services. Sessions are conducted via Ontario Telemedicine Network (videoconferencing) whereby the student is in a private room at the Ottawa campus Health Services and the Psychiatrist is at The Royal. A Mental Health Nurse from Ottawa campus Health Services is made available to students during these sessions for assistance as required. Next steps include exploring the possibility of extending this service to the Pembroke and Perth campuses.</li> </ul>
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<p><b>INNOVATION AND QUALITY</b></p> <p>Goal 2: Lead the college system in co-op and experiential learning.</p> <p>Goal 3: Attain national standing in quality, impact and innovation within each school and service.</p>
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Summary Report from:	Activity
Academic	<ul style="list-style-type: none"> <li>• Twenty-one Bachelor of Science in Nursing students and four faculty and staff from the Pembroke Campus participated in a week-long clinical experience in the Dominican Republic in May.</li> <li>• Thirty two students in the Paralegal, Ontario College Graduate Certificate program completed their 120-hour required Field Placement with 23 different organizations, which included 9 private law/paralegal firms, 12 Federal Government departments, and 2 non-profit organizations.</li> <li>• Eighteen students in the Intensive Law Clerk, Ontario College Diploma program completed a 75-hour Field Placement with 15 different organizations, including private firms, government departments, and the Court House.</li> <li>• Thirteen students in the Culinary Management, Ontario College Diploma program completed their Winter term in the Mediterranean with Chef Scott Foeller. They were able to explore countries like France, Portugal and Spain, while maintaining a home base in Montenegro.</li> <li>• The Perley and Rideau Veterans Health Centre’s Living Classroom welcomed the third intake of students in the Personal Support Worker, Ontario College Certificate program. The Living Classroom provides opportunities for the students to study on-site allowing for easy access to resident guest speakers, inter-professional opportunities, practicing skills on resident units and working closely with mentors.</li> <li>• On September 24, 2019, the formalized partnership between The Glebe Centre and Algonquin College was announced, coinciding with The Glebe Centre’s launch of Meaningful Care Matters, a model for provision of care for dementia patients. The partnership includes the creation of a Living Classroom which will welcome the first cohort of Personal Support Worker students in January 2020.</li> </ul>
Communications and External Relations	<ul style="list-style-type: none"> <li>• The Events Team organized and communicated the President’s Listening Tour for Fall 2019.</li> <li>• The Events Team reinvented the annual President’s BBQ event in June 2019. The redesigned outdoor event in the Indigenous Courtyard featured music, food, games and increased social interaction. It was well-received by employees.</li> <li>• Communications continued implementing a Communications and Marketing Plan for a new vision for Program Advisory Committees.</li> <li>• Eastern Ontario College Consortium: Communications continued to develop a variety of material in support of the launch of a new training initiative being pioneered by five community colleges partnered as the Eastern Ontario College Consortium: Algonquin College (lead), La Cité, St. Lawrence College, Sir Sandford Fleming and Loyalist College. Their collaborative model, approved by Ontario’s Ministry of Training, Colleges and Universities on March 20, 2019 aims to address the ongoing impact of U.S. steel and aluminum tariffs and workforce skills transformation. Algonquin is the lead on initiatives, and is developing a microsite and guidelines for the other colleges, with the help</li> </ul>

	<p>of Communications and Marketing. Video shoots at sector partners are being organized for Fall 2019 as is a potential launch event in conjunction with the province.</p>
<p>Innovation and Strategy</p>	<ul style="list-style-type: none"> <li>• The Data Analytics Centre scoped, funded and launched, six advanced new projects in the areas of Artificial Intelligence, Internet of Things, Web-Based Analytics, and New Materials for Construction and Artificial Intelligence for Preventing Financial Fraud.</li> <li>• In a joint venture between the Ontario Centre of Excellence and the School of Media and Design, 12 vouchers for E-Business projects were completed with the Interactive Media Design program over the summer.</li> <li>• The Cooperative Education department launched a scheduled and timetabled co-op preparation program for new students. The pilot was for ten programs through the use of Ontario College Application Service to enable co-op applications. Co-op students will have dedicated time set aside in their schedule to prepare for their co-op work-term. This countermeasure consists of a 14-week blended delivery set of readiness activities as each co-op student progresses through during the semester. This was implemented to boost co-op student engagement in readiness, and ultimately their success in securing co-op work.</li> </ul>
<p>Student Services</p>	<ul style="list-style-type: none"> <li>• Algonquin College’s web analytics demonstrated that the college’s efforts to streamline and improve content are drawing visitors. Compared to the previous year, for the period of May 7 to September 9, 2019, page views increased 10.4%, new visitors increased 5.1%, new sessions increased 14%, and session traffic increased 21.2%. Key projects included updates to copy on all full-time program pages, implementation of the new landing page design across many sites, back-end automation, and improvements to site accessibility.</li> <li>• The Algonquin College Call Centre redesign was launched on August 30, 2019 to improve the caller experience with reduced wait times, improved answer rates, and guided menus. The launch aligned with the first week of 2019 Fall term with Call Center answer rates up from 35% last year to 87% this year (from 1,732 calls answered to 3,759 answered). In addition, call wait times were significantly reduced (from 37 minutes last year to 3 minutes this year).</li> <li>• A redesign of the Registrar’s Office and Financial Aid webpages went live on May 23, 2019. Based on learner and employee feedback, the objectives of the redesign were to: improve traffic and access to key information and to create a unified and Algonquin College-branded user experience. As of September 9<sup>th</sup>, there was an increase of 36.7% in traffic to the website versus the same period last year.</li> <li>• The Student Portal (AC SIS) menu enhancement was completed to improve student access to program of study and program progression information, as well as unofficial transcript self-serve printing.</li> <li>• As part of a quality improvement initiative, Health Services is exploring the implementation of products by CognisantMD to improve patient care at Algonquin College. CognisantMD is a cloud-based technology platform that provides solutions for patient engagement and analytics. It integrates electronic medical record (EMR) technology</li> </ul>



	<p>with innovative digital solutions to optimize and improve patient care. As a first step, Health Services is considering the Ocean Tablets as an electronic patient check-in system that can be used in the waiting room of the clinic. These tablets have been shown to reduce employee workload, improve accuracy of data entry to the electronic medical record, and improve patient satisfaction.</p> <ul style="list-style-type: none"> <li>On AC Day 1, Algonquin College’s hashtag (#ACDay1) on Social Media outlets hit the number two trending tag in Ottawa, up from the number four trending spot in 2018. The hashtag was used 190 times on Twitter, with a total reach of 330,000, including tweets/retweets from Ottawa Mayor, Jim Watson, who attended AC Day 1 and assisted Algonquin College in expanding its reach.</li> </ul>
<p><b>CONNECTED</b> Goal 4: Become an integral partner to our alumni and employers.</p>	
<p><b>Summary Report from:</b></p>	<p><b>Activity</b></p>
<p>Academic</p>	<ul style="list-style-type: none"> <li>Naomi Fong, Social Service Worker graduate (Pembroke Campus) and Invictus Games medalist was announced as recipient of the Alumni of Distinction Award in the Recent Graduate category.</li> <li>The School of Media and Design is working with IBM Women in Communications and Technology to provide guidance and resources for young women in postsecondary programs to enter communications or design/technology fields</li> <li>Algonquin College “Move-in Day” for students living in residence was supported by the Egg Farmers of Ontario. The Welcome Packages for 1,050 students in Ottawa and 200 in Pembroke included “Microwave Egg Cookers”.</li> <li>On August 8, 2019, Event Management students held their “Wrap Up” event where they raised \$9,791.00 for the Children’s Wish Foundation for at total of \$70,288.30 for the 2018-19 academic year.</li> <li>Community Employment Services in Perth was recognized by the Magna International Human Resources team and the Ministry of Training, Colleges and Universities for their work with the Grenville Castings employee action centre to provide on-site and off-site employment services to support the team and the 300+ employees impacted by the plant closure.</li> <li>The Perth Campus Advisory Committee met on June 4, 2019 and has now established itself as a vital connection to the community as the Campus continues to shape its future with new programming.</li> </ul>
<p>Communications and External Relations</p>	<ul style="list-style-type: none"> <li>Developed advertorial story for Marketing to promote Algonquin’s co-op programming.</li> <li>Developed a communications plan to support and recruit new members (especially alumni) to Program Advisory Committees.</li> <li>Ongoing promotion of Algonquin College Foundation’s Alumni at Work segments on Good Morning Algonquin College.</li> </ul>



	<ul style="list-style-type: none"> <li>President Claude Brulé has had introductory meetings with many community partners and stakeholders as part of the President’s 100-day Plan to continue building on the College’s strong external relationships.</li> </ul>
Innovation and Strategy	<ul style="list-style-type: none"> <li>Algonquin Corporate Training successfully delivered a six-week specialized Applied Enforcement Training Program for 48 Environment and Climate Change Canada Enforcement Officers. This included organizing graduation ceremony at Algonquin for over 150 people including Deputy Minister, Chief Enforcement Officers, Enforcement Training and Program Personnel, graduating students and family members.</li> </ul>
Student Services	<ul style="list-style-type: none"> <li>Aspire AC provided three learner internships to vulnerable youth from the Youth Futures program headed by the City of Ottawa and The Ottawa Carleton Community Housing Foundation throughout June, July, and August, 2019.</li> </ul>
<b>SUSTAINABLE</b>	
Goal 5: Enhance Algonquin’s global impact and community social responsibility.	
<b>Summary Report from:</b>	<b>Activity</b>
Academic	<ul style="list-style-type: none"> <li>Over the course of the Spring/Summer term, students and faculty at the Pembroke Campus and the Office of Applied Research partnered on the delivery of several high school mentoring projects, a native plant restoration project, shoreline remediation projects and collaborative work on a local vineyard to promote environmental sustainability and provide support for new local business ventures.</li> <li>The School of Business sent a representative (Chair, Marketing, and Entrepreneurship &amp; Office Studies) on a three-week teaching exchange to Shanghai Jian Qiao University in China, a partner school with whom the College has an articulation agreement to accept graduates into a number of graduate certificate business programs.</li> <li>In May 2019, the School of Hospitality and Tourism partnered with the Ottawa Chinese Community Service Centre that funded two cohorts of new Canadians to complete three courses in Esthetics.</li> <li>In Spring 2019, four professors from the School of Hospitality and Tourism, Jun Xia, Wes Wilkinson, Scott Foeller, and Randy Fitzpatrick, taught courses from the Hospitality – Hotel and Restaurant Operations Management, Ontario College Diploma program at our partner college in Ningbo Polytechnic College, China.</li> <li>The Nursing Studies programs have launched a program called <i>Greening the Lab</i> where lab materials are re-used and re-cycled at the end of every term whenever and wherever possible.</li> <li>The Early Learning Centre has received certification to deliver the Seeds of Empathy program, which is designed for early childhood settings to foster social and emotional competence and early literacy skills and attitudes in children three to five years old while providing professional development for their educators. Six Early Learning Centre team members were trained in July 2019. The Seeds of Empathy program will begin at the centre in October 2019.</li> <li>The Centre for Continuing and Online Learning met 96.4% of the enrolment target of 1,061 for the Spring term, while in the Fall term, 95.2% of the enrolment target of 1,511 has been met to date.</li> </ul>

	<ul style="list-style-type: none"> <li>Algonquin College partnered with Conestoga College to deliver a Welder Pre-Apprenticeship program. The program, which is tuition-free for recipients and includes a paid work placement, prepares students for in-demand careers and provides a head start for those wishing to achieve apprenticeship certification.</li> </ul>
Communications and External Relations	<ul style="list-style-type: none"> <li>Event planning support, internal communications and media relations were provided in support of the September 30 Orange Shirt Day programming on campus and the October 1 Honouring Ceremony &amp; Feast.</li> <li>Algonquin College continued its advocacy efforts with government for its next phase of the Healthy Living Education initiative. In conjunction with project partners Perley and Rideau Veterans Health Centre and Ottawa Community Housing, Algonquin College held a number of meetings with elected officials and Ministry staff. The partners have also participated in many workshops hosted by Urban Equation.</li> <li>Government Relations has been in regular contact with neighbours surrounding the College who raised concerns regarding a number of local issues including noise, parking and public transportation.</li> <li>Government Relations participated in discussions with the City of Ottawa to ensure permits were issued in a timely manner for construction to begin on the new Athletics and Recreation Centre.</li> <li>Communications developed editorial content regarding Algonquin’s efforts to assist institutional partners in the development of overseas educational programs, including ongoing work in Kenya.</li> </ul>
Finance and Administration	<ul style="list-style-type: none"> <li>Finance and Administrative Services collaborated with Information Technology Services to launch Adaptive Insights, the College’s new financial planning application, in October 2019.</li> </ul>
Human Resources	<ul style="list-style-type: none"> <li>The Employee Learning Exchange is investigating environmental initiatives for the area and have recently introduced a recycling initiative for batteries and pens.</li> </ul>
Indigenous Initiatives	<ul style="list-style-type: none"> <li>On August 20, 2019, the Office of Truth, Reconciliation and Indigenization invited the College’s Indigenous Education Council (IEC) and all IEC members from the University of Ottawa and Carleton University for a Community Vision Session in Kitigan Zibi Algonquin First Nation. The session intended to find ways for all IEC members and the institutions to collaborate on projects, highlight Indigenous learner success and achievements, and align our regular respective IEC meetings to help accommodate community members who have a two-hour travel to Ottawa.</li> <li>On May 29, 2019, the Office of Truth, Reconciliation and Indigenization and Elizabeth Tyrie, AC Way Business Improvement Coach provided the Thanksgiving Address to the Algonquin College Leadership Team members. The Thanksgiving Address is Phase 1 of the Indigenization Strategy.</li> </ul>
Innovation and Strategy	<ul style="list-style-type: none"> <li>The Pembroke campus established the Edible Ecosystem Living Laboratory internships for two research students and Applied Research equipment through a secured funding of \$80,605.60.</li> <li>The new merged English for Academic Purposes program commenced in September 2019 to enable International and Canadian students study within the same classes. The new program is delivered in a 7-1-7 format, and this</li> </ul>

	merger was initiated to reduce costs associated with delivering two separate programs, and to enhance the student experience.
Student Services	<ul style="list-style-type: none"> <li>• Student recruiters collected 8.9% more prospective student leads compared to the same time in 2018, from 1,544 to 1,681 with fewer presentations and tours. This reflects continued efforts to accurately target direct from high school as well as non-direct prospective students.</li> <li>• Two New Memorandums of Understanding were initiated between Aspire AC and community programs supporting learners with barriers to post-secondary education (Children’s Hospital of Eastern Ontario and United Way Ottawa). These new partnerships put a process in place for access transition and individualized success planning for learners who are supported by these community agencies.</li> <li>• Two Community Projects took place in collaboration with the International Education Centre. Learners from Mexico joined current Algonquin College students to learn more about food security in Ottawa and to volunteer at the Ottawa Food Bank’s Community Harvest Program.</li> </ul>
<b>PEOPLE</b>	
Goal 6: Be recognized by our employees and the community as an exceptional place to work.	
<b>Summary Report from:</b>	<b>Activity:</b>
Academic	<ul style="list-style-type: none"> <li>• More than 90 people in business attended the Spring Business Leadership Conference on May 23, 2019. The conference has become an annual event at the Pembroke Campus.</li> </ul>
Communications and External Relations	<ul style="list-style-type: none"> <li>• A Communications plan was developed and implemented for the 2019 Employee Engagement Survey.</li> <li>• The Communications Office supported the ongoing development of a new Employee Expert webpage to be launched later this term. This new, interactive site will offer a new vehicle to showcase Algonquin’s talented experts to outside media.</li> <li>• 14-Week Term Model Website: Ongoing communications support, including the development of material to promote the Fall Mid-term Break (and corresponding non-academic events for employees and students). Communications material includes ongoing website content and myAC posts: <a href="https://www.algonquincollege.com/14weekterm/">https://www.algonquincollege.com/14weekterm/</a>.</li> <li>• Cybersecurity: Ongoing work with Information Technology Services (ITS) to promote new cybersecurity measures like Safe Links, Cybersecurity Month (October) and an October launch of a new 12-digit password protocol for employees.</li> <li>• Employee Email Guidelines and Strategy: Lead role in coordination of official guidelines, standards, templates and a new strategy proposal for employee emails in the wake of January’s sophisticated phishing attack. The Executive team approved this strategy in August and Communications has led the education / implementation this Fall.</li> </ul>

<p>Human Resources</p>	<ul style="list-style-type: none"> <li>• There were five “New Employee Orientation” sessions held hosting 154 new employees.</li> <li>• The Part-Time Faculty Orientation Program supported the learning of 92 part-time faculty which included six face-to-face sessions. Two-hundred and five part-time faculty completed the first part of the Fall 2019 offering, which included seven face-to-face sessions.</li> <li>• The Faculty Learning Program welcomed 55 new full-time faculty for the 2019-2020 offering.</li> <li>• Assisted in the delivery of 53 Professional Development workshops to 566 registrants. These workshops are offered in collaboration with Learning &amp; Teaching Services, Center for Continuing and On-line Learning (Brightspace), Centre for Accessible Learning, Academic Development, Workday &amp; Diversity &amp; Inclusion and Finance.</li> <li>• The 2019 Kaleidoscope Conference hosted 1,101 registrants to keynote speakers Teri Kingston and Dr. Bill Howatt, poster presentations and workshops.</li> <li>• The Leadership Mentoring Program graduated ten employees, the Management Academy provided nine workshops to 62 registrants, and the Support Staff Academy provided four workshops to 57 registrants.</li> <li>• The Teaching Adult Lifelong Learners program graduated 25 employees in three courses, Teaching Adults: Getting Started and Engaging Adult Learners with Effective Teaching Strategies.</li> <li>• The Eastern Region Program consists of three sessions:             <ul style="list-style-type: none"> <li>○ Sixteen Algonquin College faculty attended the Teaching &amp; Learning Institute focused on internationalization.</li> <li>○ Twenty-three Algonquin College employees completed the Aligning &amp; Building Curriculum program.</li> <li>○ Eighteen Academic Coordinators completed the Leadership Excellence in Academic Programming.</li> </ul> </li> <li>• A robust hiring campaign occurred from May 6, 2019 until September 9, 2019. The hiring for full-time positions aligns to both the Voluntary Retirement Incentive Program, the new 2019-2020 approved full-time positions that were approved by the Board of Governors on February 25, 2019 and other vacancies.</li> <li>• Of the 72 Voluntary Retirement Incentive Program vacancies, 80% have been filled. Reasons for unfilled Voluntary Retirement Incentive include: position not vacant yet, recruitment in progress and/or scheduled for Winter 2020 recruitment.</li> <li>• A support model has been established for Workday, the College’s chosen Enterprise Resource Planning software for human resources, payroll and finance business processes. This includes five permanent positions being filled including four Business Solution Advisors and one Project Manager. These new positions will assist with the speed of adoption and utilization of Workday.</li> <li>• The Faculty New Hire Orientation session on August 12, 2019 welcomed 51 new Full-time Faculty to Algonquin College. The breakdown for this New Hire Orientation date includes 49 Full-time Professors and two Full-time Instructors.</li> </ul>
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	<ul style="list-style-type: none"> <li>• One hundred and twenty-three new Full-time employees were recruited. This includes fifty-eight Academic, forty-four Support and twenty-one Administrative new full-time employees.</li> <li>• The draft framework has been completed for Critical Position Succession Planning. This framework will be used by the Algonquin College Executive Team for succession planning.</li> <li>• Human Resources launched a pilot of a Human Resources Service Center. There will be two Client Service Representatives who will be housed in Human Resources and the Employee Learning Exchange offering face-to-face assistance to employees.</li> <li>• The Accessibility Advisor reviewed the current Accessibility Program, is auditing current policies, processes and practices, and developing relationships with key stakeholders across the College to ensure there is a collective approach to addressing accessibility at the College.</li> <li>• The Algonquin College Leadership Team has approved the three-year Equity, Diversity and Inclusion Blueprint and policy. This blueprint will provide a focused approach to meet legislative requirements, public/college commitments and best practices.</li> </ul>
Student Services	<ul style="list-style-type: none"> <li>• All employees from Counselling Services participated in training on Flourish, a Strength-Based model of supporting Campus Mental Health. This was presented by Dr. Tayyab Rashid of the University of Toronto, Scarborough Campus on August 19, 2019.</li> </ul>
<b>STUDENT &amp; EMPLOYEE SUCCESSES:</b>	<b>Activity</b>
Academic	<ul style="list-style-type: none"> <li>• Jamie Bramburger, Manager, Community and Student Affairs at the Pembroke Campus, was recognized for 30 years of volunteer work in the community by the Ministry of Culture, Sports and Tourism through its Ontario Volunteer Service Awards.</li> <li>• Michael Wood and Peter Gilroy, part time teachers in General Arts and Science and Media Studies, received Community Builder Awards for their Public Service Announcements on substance abuse.</li> <li>• Amy Hannah, student in the Broadcasting – Radio, Ontario College Diploma, won a Canadian Media Educators National Award for best On Air Performance.</li> <li>• Chef Cory Haskins was named Chef of the Year by the Ottawa Chapter of the Canadian Culinary Federation.</li> <li>• Diplomats from around the world gathered with Governor General of Canada Julie Payette at Rideau Hall on June 19, 2019. Culinary students were on hand to assist Executive Chef Louis Charest with this special annual event.</li> <li>• Congratulations to Kristina Smith and Sherry Ronan, graduates of the Spa and Wellness Operations Management and Esthetician programs, on the opening of their new spa, Simple Aura Spa!</li> </ul>

	<ul style="list-style-type: none"> <li>• Callan Legacy, a graduate of the Spa and Wellness Operations Management program, became the new owner of Rose Studio Spa in Perth in July.</li> <li>• Jeremy Coulter, a graduate of the Police Foundations program at the Perth Campus, was the recipient of the Ministry Employees Relation Committee Award presented by the Ontario Corrections College to the top recruit for new Ontario Corrections Officers. The award recognized Jeremy for his commitment to the team, for assisting fellow students as well as being a leader amongst the new recruits.</li> <li>• Mike Hackett, a student in the Environmental Management and Assessment, Ontario College Graduate Certificate program has been awarded an Ontario Clean Water Agency scholarship, which includes \$2,500 and a cooperative education placement with the agency. The scholarship is for Indigenous students enrolled in an Environmental program who demonstrate initiative and commitment to the water/wastewater field through curricular and extra-curricular activities.</li> </ul>
Communications and External Relations	<ul style="list-style-type: none"> <li>• Three Algonquin College Bachelor of Hospitality and Tourism Management students took home second place in Take Off!, a global hospitality competition held in Paris in the summer. The Communications team promoted their efforts internally and successfully placed them with two different media interviews, including CBC Radio.</li> </ul>
Innovation and Strategy	<ul style="list-style-type: none"> <li>• Congratulations to Algonquin students Mohamed Akel, Mobile Application Design and Development program and Wilfred Turcotte, Interactive Media Design program for winning the 2019 People's Choice Award at the Hacking Health #HIP613 Hackathon along with Carleton University student, Erin Wiles. They pitched an idea for a "<i>Gamified Mental Health Resource Library App</i>" which would become MindUs.org.</li> <li>• Budget Officer Michael Hayes, who supports Information Technology Services, successfully completed the Teaching Adult Lifelong Learners Program.</li> <li>• Hai Anh Vu, Assistant Manager for International Student Recruitment, has successfully passed the exam to become a fully Regulated Canadian Immigration Consultant.</li> </ul>
Student Services	<ul style="list-style-type: none"> <li>• Spring Convocation took place at the Canadian Tire Centre over a three-day period from June 17 to 19, 2019. Over 190 required staffing roles were filled over the three-day period.</li> </ul>

## 2019-2020 BOG Work Plan

ROLE OF THE BOARD	RESPONSIBLE AREA /PERSON	MEETING DATES				
		28-Oct 2019	16-Dec 2019	24-Feb 2020	20-Apr 2020	8-Jun 2020
<b>STRATEGIC DIRECTION SETTING</b> - The Board develops and adopts a strategic plan consistent with its mission, vision and values, and enables the organization to realize its mission. The Board oversees major decisions, monitors progress on implementation of strategic directions and approves annual business plans. The Board annually reviews the Strategic Plan as part of the regular planning cycle.						
2020-2021 Budget Assumptions, Three-Year Pro Forma, First Draft Concepts of the 2020-2022 Business Plan	D. McNair, L. Stanbra		X			
DARE Vision Plan (Including Innovation and Entrepreneurship - Information item only)	P. Devey					X
Approval of 2020-2021 Budget and the 2020-22 Business Plan	L. Stanbra, D. McNair			X		
ARM Report to BOG (Major Capital Projects, Endowment Fund and Operating Fund Investment Reports, etc.)	D. McNair	X	X	X		X
ASAC Report to BOG (New/ Suspended and Cancelled Academic Programs)	J. McLaren, C. Janzen	X	X	X	X	X
Executive compensation	C. Brulé			X	X	
Five Year Capital Investment Plan	D. McNair		X			
Healthy Living Education Initiative (Information item only)	C. Janzen				X	
International Education Strategic Plan Refresh (Information item only)	P. Devey					X
Information Technology Modernization Plan	P. Devey				X	
Key Performance Indicators Report Back (included in ASAC Report)	C. Janzen		X			X
Lean Management Plan (Presentation)	L. Stanbra					X
People Plan (Information item only October & presentation at June meeting)	D. McCutcheon	X				X
Employee Engagement Update (Information item for October & Presentation for June)						
Strategic Mandate Agreement 3.0 – (in 2017, update presented at April 2017 BOG, then to the 2017 Fall BOG Retreat For information only at the February, Presentation June meeting)	C. Janzen			X		X
Student Information System - Update	P. Devey	X			X	
Transforming Indigenization Initiatives Update	R. McLester		X			X
Athletic & Recreation Centre - Investment Case	D. McNair	X				
<b>OVERSIGHT OF THE PRESIDENT</b> – The Board selects and supervises the President, including developing and approving the job description, recruiting and selecting the President, reviewing and approving annual performance goals, evaluating performance and determining compensation and ensuring a succession plan is in place.						
Board Oversight of the President (IN Camera & Meeting Without Management)	C. Brulé J. Brockbank	X	X	X	X	X
<b>PERFORMANCE MONITORING</b> – The Board ensures that management has identified appropriate measures of performance, and has plans in place to address variances from expected/planned performance.						
Annual Report 2019-2020 and progress against Strategic Plan 2017-2022	T. McDougall					X
Quarterly 2019-2020 Business Plan Update	L. Stanbra	Q1	Q2	Q3		
Fourth Quarter 2019-2020 Business Plan performance	L. Stanbra					Q4
Program Advisory Committee's Annual Report (ASAC Report)	C. Janzen			X		



<b>ROLE OF THE BOARD</b>	<b>RESPONSIBLE AREA /PERSON</b>	<b>28-Oct 2019</b>	<b>16-Dec 2019</b>	<b>24-Feb 2020</b>	<b>20-Apr 2020</b>	<b>8-Jun 2020</b>
SA 16: Sexual Assault/Sexual Violence Policy (ASAC Report)	L. Stanbra	X				
2018-2019 Sexual Assault/Sexual Violence Annual Report to the Board (ASAC Report)	L. Stanbra		X			
2019-2020 Sexual Assault/Sexual Violence Annual Report to the Board (ASAC Report)	L. Stanbra				X	
<b>FINANCIAL OVERSIGHT</b> – The Board is responsible for stewardship of financial resources, approves policies for financial planning, approves the annual operating and capital budgets, monitors financial performance against budget and compliance against investment policies, ensures the accuracy of financial information and approves the annual audited financial statements and ensures management has put into place measures that ensure the integrity of internal controls.						
2020-2021 Tuition and Fees Schedules	L. Stanbra		X			
Banking Officers’ resolution (AGM agenda)	D. McNair					X
Colleges of Applied Arts & technology (CAAT) Retirement Compensation Annual Report to Sponsors (emailed to Governors)	C. Brulé					X
Quarterly 2019-2020 Financial <b>Projection</b>	D. McNair	Q1	Q2	Q3		
Fourth Quarter Financial <b>Results</b>	D. McNair					Q4
Appointment of auditors (AGM agenda)	D. McNair					X
Draft Audited Financial Statements (AGM agenda)	D. McNair					X
<b>RISK IDENTIFICATION AND OVERSIGHT</b> – The Board oversees management’s risks program, and identifies unusual risks in the organization and ensures plans are in place to manage and prevent such risks.						
Corporate Risk Profile	D. McNair		X			
Freedom of Information Annual Report	D. McNair					X
<b>STAKEHOLDER COMMUNICATION AND ACCOUNTABILITY</b> – The Board ensures the organization appropriately contributes to strong stakeholder relationships, and advocates on behalf of College stakeholders in support of the mission, vision, values and strategic directions.						
Board Management Summary Report (Information published in YourAC are not to be included in this Report)	Algonquin College Executive Team	X	X	X	X	X
<b>GOVERNANCE</b> – The Board is responsible for the quality of its own governance, establishes by-laws and governance policies to facilitate the performance of the Board’s role and performance.						
Review and adoption of the Governors’ Code of Ethical Conduct (Discussed at Fall Board Retreat)	J. Brockbank					
Board Generative Discussion - Session to be held as required	J. Brockbank					
Board Committee reports (Academic & Student Affairs; Audit & Risk Management; Governance)	V. Tiqui-Sanford	X	X	X	X	X
Appointment of new Governors for 2020-2021	J. Brockbank				X	
Governance Committee Report to include Board Officer and Committee Appointments; BGI-01 Report Card; Governor Reappointments	G. Beck				X	
BOG Officer & Committee Memberships (AGM agenda)	G. Beck					X
2019-2020 Board of Governors Evaluation Results (include in Governance Committee Report to the Board)	G. Beck					X
Approval of previous year AGM Minutes	J. Brockbank					X
<b>LEGAL COMPLIANCE</b> – The Board ensures that appropriate processes are in place to effect compliance with legal requirements.						
Confirmation of mandatory Government remittances (hand out to Board members at the meeting)	D. McNair	Q1&2		Q3	Q4	