



Algonquin College

THIS AGREEMENT made in duplicate this 18<sup>TH</sup> day of July 2019.

BETWEEN:

THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY

(The "COLLEGE")

- And-

CLAUDE BRULÉ

(The "PRESIDENT")

WHEREAS the COLLEGE considers it desirable to employ CLAUDE BRULÉ as President and Chief Executive Officer of the COLLEGE.

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

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

**1.0 APPOINTMENT**

**1.1** In accordance with the authority granted to the COLLEGE under Regulation 34/03 of the Ontario Colleges of Applied Arts and Technology Act 2002, the COLLEGE hereby employees, appoints, and engages the services of Mr. BRULÉ as its President and Chief Executive Officer.

## **2.0 TERM**

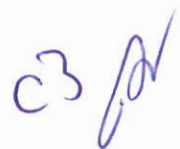
**2.1** The Term of the appointment shall be five (5) years commencing on August 12, 2019 and ending on August 11, 2024 unless earlier terminated in accordance with the provisions of this Agreement (the "Term").

**2.2** The COLLEGE shall provide the PRESIDENT with at least twelve (12) months' written notice prior to the expiry of the Term as to whether or not it intends to reappoint the President for a further Term of up to five (5) years (the "Extended Term").

## **3.0 RESPONSIBILITIES**

**3.1** The PRESIDENT shall act as the President of the COLLEGE and agrees to perform all the functions and duties ordinarily associated with that office, including:

- a) Providing leadership to, and being accountable for, the implementation of the COLLEGE's Strategic Plan(s) as approved by the COLLEGE;
- b) Putting into effect all policies, bylaws and procedures established by the COLLEGE;
- c) Being responsible to the COLLEGE for all phases of the operation, administration, supervision, maintenance and promotion of the COLLEGE;
- d) At all times acting in the best interests of the COLLEGE in securing and promoting its educational, community, administrative and financial objectives;
- e) Advising and assisting the COLLEGE in the development, promotion and implementation of sound policies and objectives for the advancement and development of the COLLEGE;
- f) Developing and monitoring COLLEGE policies and practices related to the recruitment, hiring, supervision, instruction and discipline of COLLEGE employees within the framework of applicable collective agreements, and subject, for employees not covered by collective



agreements, to the terms and conditions of employment set from time to time by the COLLEGE;

- g) Discharging such duties and responsibilities as may be assigned from time to time by the COLLEGE.

**3.2** Mr. BRULÉ accepts the appointment and undertakes to fully and faithfully discharge the duties and responsibilities as President of the COLLEGE to a high standard of professional competence.

**3.3** The PRESIDENT will devote the whole of his time, effort and attention to the business and well-being of the COLLEGE, without any conflict of interest. Without limitation, the PRESIDENT

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

**3.4** The Executive Committee of the Board of Governors of the COLLEGE shall undertake an annual review of the PRESIDENT's job performance, based on mutually agreed-on objectives and measurements.

#### **4.0 REMUNERATION AND BENEFITS**

**4.1** The COLLEGE shall remunerate the PRESIDENT through payment of an annual base salary and an Exceptional Performance Incentive (potential annual re-earnable incentive) as set out in Schedule A. The annual base salary will be \$270,000.00. The annual base salary shall be paid in accordance with the COLLEGE's regular payroll practices and shall commence on August 12, 2019. Any changes to base salary and the payment of any annual re-earnable incentive shall be determined and approved by the COLLEGE in accordance with Schedule A.

**4.2** The PRESIDENT shall be entitled to participate in the insured group benefit plans, generally available to the College Administrative Employees from time to time subject to the terms and conditions of those plans. The College Employer Council (CEC) may amend the group benefit plans from time to time. The PRESIDENT shall

also be entitled to participate in the CAAT Pension Plan and Retirement Compensation Arrangement (RCA) subject to the terms and conditions of those plans, which may be amended from time to time by the CAAT Pension Plan as the trustees of the plans. Except as set out in Schedule B, 7.2c) which addresses discretionary cash conversion of unused vacation, the employee benefit plans cannot be converted into a cash payment, in whole or in part.

- 4.3** As it is a business-related requirement due to the large number of off-campus and inter-campus meetings and other events that the PRESIDENT will need to attend as PRESIDENT of the COLLEGE, the COLLEGE will provide to the PRESIDENT for his use a full size, North American, or equivalent automobile with all operating costs. The automobile may be acquired by the COLLEGE under a lease agreement with a specified term. The PRESIDENT shall have the right to purchase the automobile provided to him by the COLLEGE whenever he leaves his position or at the end of the lease for the automobile at the same cost that the COLLEGE would have to pay to purchase the automobile at that time.

The PRESIDENT will track and calculate his kilometers each year showing both the total kilometers for the year and the total business-related kilometers for the year and submit the calculation to the finance department of the COLLEGE who will determine the portion of the automobile expense that will be included on the PRESIDENT's T4 as a taxable benefit.

- 4.4** The PRESIDENT shall be entitled to reimbursement for reasonable expenses for business travel, conferences, hospitality, leadership coaching and professional development as required in the capacity of the PRESIDENT of the COLLEGE as approved from time to time by the Chair of the Board of Governors of the COLLEGE and subject to the provision of documentation and receipts acceptable to the COLLEGE in accordance with the COLLEGE's policy dealing with travel, meals and hospitality expenses.
- 4.5** The PRESIDENT shall be entitled to unpaid leaves of absences as required by and in accordance with the Employment Standards Act, as amended from time to time.
- 4.6** The PRESIDENT shall be entitled to thirty (30) days of vacation per year. A minimum of fifteen (15) days shall be taken in the year earned, but as set out in Schedule B, vacation days may be carried over or paid out in accordance with the then-current annual base salary provided that Provincial legislation does not prohibit such a practice.



## **5.0 INTELLECTUAL PROPERTY**

- 5.1** All material including, but not limited to, documents, raw data, research, processes, technology, programs and inventions conceived or produced in the performance of duties set out in the Agreement shall belong to the COLLEGE. The intellectual property, (including copyright, patents, trademarks, and industrial designs) shall also belong to the COLLEGE.
- 5.2** For the purposes of the Copyright Act, the PRESIDENT acknowledges that all materials produced by him in connection with this Agreement have been or shall be prepared by or under the direction or control of the COLLEGE and moral rights are waived in favour of the COLLEGE.
- 5.3** Notwithstanding the above, it is understood and agreed that this section 5 shall be applicable only to intellectual property that is conceived or produced in the performance of the duties set out in the Agreement or developed in connection with the PRESIDENT's employment under the Agreement. For greater clarity, it is understood that the PRESIDENT shall not be precluded from producing scholarly materials on his own time that are of a professional or personal nature to the extent that such material does not utilize or derive from Confidential Information as that term is defined in Section 6.0 ("Exempted Material"). This may include material such as text related to higher education, academic leadership or other relevant leadership material. It is agreed that the PRESIDENT may retain all rights with respect to any such Exempted Material he may author.
- 5.4** Article 5.0 shall survive the termination of this Agreement.

## **6.0 CONFIDENTIALITY**

- 6.1** The PRESIDENT agrees that, except as may be required by laws or as may be required by the Government of Ontario in the usual course of business, any information reasonably related to the affairs of the COLLEGE received in his capacity of President is confidential ("Confidential Information") and shall not be disclosed to any person, or used in any manner, without the prior written consent of the COLLEGE except as follows:
- a) Confidential information that is available to the public or in the public domain otherwise than through breach of this Agreement;



- b) Information that the PRESIDENT is required to disclose in the context of an administrative or judicial proceeding or as required by law; and
- c) Confidential information does not include general skills and experience gained during employment or engagement with the COLLEGE which the PRESIDENT could reasonably have expected to acquire in similar employment or engagement with other employers.

This provision shall survive the termination of this Agreement.

## 7.0 TERMINATION

7.1 The PRESIDENT may terminate this Agreement at any time during the Term if he gives not less than twelve (12) months prior written notice to the COLLEGE, unless a shorter notice period is mutually acceptable to the PRESIDENT and the COLLEGE. The COLLEGE may waive such notice in whole or in part. If the COLLEGE does waive notice the PRESIDENT's entitlement to remuneration and benefits pursuant to this Agreement will cease on the date that the COLLEGE waives notice and such waiver of notice by the COLLEGE shall not constitute a termination of the PRESIDENT's employment by the COLLEGE.

7.2 The COLLEGE may terminate this Agreement at any time, prior to the end of the Term or any Extended Term without cause, and without liability, if:

- a) the COLLEGE gives at least twelve (12) months prior written notice to the PRESIDENT (the "Notice Period").
- b) The COLLEGE pays the PRESIDENT an amount equal to base salary for the Notice Period together with any amount of Exceptional Performance Incentive to which the PRESIDENT is entitled prior to the date of Notice of Termination, inclusive of any entitlement of the PRESIDENT under the *Employment Standards Act, 2000*. The PRESIDENT's benefits will also be continued during the Notice Period with the exception of benefits for short and long-term disability insurance which is limited to the minimum requirements under the *Employment Standards Act, 2000* and any Policy restrictions contained in the COLLEGE's Group Insurance Benefit Plan. Other benefits shall be limited to the Notice period subject to any restrictions contained in the COLLEGE's Group Insurance Plan.



7.3 If it is medically certified by a licensed physician selected by the COLLEGE that the PRESIDENT is unable to perform the essential duties and responsibilities of the President for 180 days (and or for six out of the last 24 months) due to non-occupational illness or disability, and that it is unlikely the PRESIDENT will be able to resume the duties and responsibilities of the President within the Term of this Agreement the COLLEGE and the PRESIDENT agree that this will constitute frustration of this Agreement and the COLLEGE may, subject to its obligations under the Ontario Human Rights Code, terminate the Agreement by giving the PRESIDENT six (6) months written notice. It is understood that any amount that the PRESIDENT receives as income replacement benefits under the provisions of the Disability Income Replacement Plans (Schedule B) will be deducted from any payments made by the COLLEGE during the six month written notice period.

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

7.5 The COLLEGE and the PRESIDENT agree that the terms of Section 7 dealing with termination are fair and reasonable and that payment by the COLLEGE pursuant thereto are deemed to constitute full and final satisfaction of all obligations owing the PRESIDENT at common law, under statute, and acceptance of payment thereof shall constitute a full and final release by the PRESIDENT of any and all claims relating to or in any way arising out of the employment and cessation of employment of the PRESIDENT with the COLLEGE.

## 8.0 GENERAL

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

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

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

8.4 Any notice, statement or request herein required or permitted to be given by either party to the other shall be in writing and shall be deemed to have been sufficiently and effectually given if sent by or on behalf of the party giving the notice and either mailed by registered prepaid post, sent by facsimile transmission or similar method of electronic communication, or delivered by hand during normal business hours on a business day. Any such notice given as aforesaid shall be conclusively deemed to have been given and received, if delivered by hand on the date of such delivery, if sent by facsimile transmission or other form of electronic communication on the date of such transmission if no indication of failure of receipt is communicated to the sender, or if mailed, upon delivery to the addressee by the postal authorities. The parties may from time to time, by written notice to the party, change the address to which notices are to be mailed, transmitted or delivered.

Any notice to be given to either party pursuant to this section shall be delivered or sent at the following addresses:

THE COLLEGE: Chair of the Board of Governors  
The Algonquin College of Applied Arts and  
Technology  
1385 Woodroffe Avenue  
Ottawa, ON  
K2G 1V8  
(fax & email to be provided in confidence)

THE PRESIDENT: Claude Brulé  
c/o Office of the President  
The Algonquin College of Applied Arts and  
Technology  
1385 Woodroffe Avenue  
Ottawa, ON  
K2G 1V8  
(fax & email to be provided in confidence)

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

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



8.7 The PRESIDENT acknowledges that he has been given an opportunity to and has obtained independent legal advice before signing this Agreement and the execution hereof is undertaken by the PRESIDENT with the full understanding of its terms and without undue influence or duress.

IN WITNESS WHEREOF, the parties have executed this Agreement.

THE ALGONQUIN COLLEGE OF APPLIED ARTS  
AND TECHNOLOGY

Per:



Claude Brulé



Chair of the Board of Governors  
I have the authority to bind the Corporation

July 18, 2019  
Date

July 18, 2019  
Date

James Brulebault  
Witness

## SCHEDULE "A"

### SALARY AND PERFORMANCE COMPENSATION

Base salary for the first year of contract:       \$270,000

And

Exceptional Performance Incentive (EPI: potential annual re-earnable incentive): up to 25% of Base Salary to be determined at the discretion of the Executive Committee of the Board of Governors of the COLLEGE in accordance with existing COLLEGE policies, applicable to Ministry Directives and any applicable legislation and in particular considering the performance of the PRESIDENT in attaining the mutually agreed-on objectives and measurements established annually with the Executive Committee of the Board of Governors. The EPI amount paid each year will form part of the total salary calculated for pensionable earnings.

The parties acknowledge that at the time of the execution of this Contract the salary levels for designated college executives, including the PRESIDENT, are limited to current levels, by Ontario Regulation 406/18: Compensation Framework. It is anticipated that a new compensation framework will be implemented within the first year of this Contract; the parties hereby agree to re-negotiate the compensation payable to the PRESIDENT, as permitted, when the provisions of the new Compensation Framework are enacted.

The Base Salary in years 2 to 5 are to be negotiated by the Executive Committee of the Board (or its Appointee) and the PRESIDENT in accordance with existing COLLEGE policies, applicable Ministry Directives and any applicable legislation.



## SCHEDULE "B"

### EMPLOYEE BENEFITS AND ENTITLEMENTS

#### A) Group Insurance Benefits

1. College Presidents are covered by a range of group insurance benefits. Participation is mandatory except where optional coverage is indicated. Detailed information pertaining to benefit coverage may be found in the Group Insurance Benefit Plan booklet as amended from time to time by the policyholder, the College Employer Council. All entitlements to benefits under the plans shall be in accordance with the terms of the group contract.

#### 2. Survivor Benefits

Provided that the PRESIDENT was enrolled in the Dependent coverage for Extended Health Care, Vision Care, Hearing Care and Dental Care at the time of death, coverage for any eligible dependent survivor(s) will continue for six months at no cost to the dependent(s), subject to the terms and conditions of those plans. After six months, these benefits may continue provided the eligible survivor(s) agrees to pay 100% of the full premium costs.

#### 3. Post-Retirement Benefits

The PRESIDENT shall be eligible to participate in a group retiree benefit program, subject to the terms and conditions of that plan, including but not limited to the following:

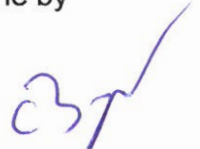
3.1 The retired PRESIDENT shall pay to the COLLEGE quarterly in advance, the full cost of benefits that he is enrolled in;

3.2 The retired PRESIDENT qualifies for and commences to receive a lifetime monthly pension from the CAAT Pension Plan or Teacher's Pension Plan immediately upon his retirement;

3.3 The retired PRESIDENT electing such coverage within thirty-one (31) days of his retirement;

3.4 The retired PRESIDENT maintaining eligibility for benefits under OHIP or another Canadian Medicare plan equivalent to OHIP from another province or territory;

The group retiree benefit plan may be amended or terminated from time to time by the College Employer Council.



## **4 Disability Income Replacement Plans (Mandatory)**

### **4.1 Short Term Disability Plan**

The Short Term Disability Plan is not an insured plan. It is an income replacement plan paid to College Presidents by the College. Details can be found in the Group Insurance Benefit Plan booklet.

## **5 Pension Plans (Mandatory)**

### **5.1 CAAT Pension Plan**

Newly hired Presidents are required to contribute to the CAAT Pension Plan under the terms and conditions as stated in that plan, as amended from time to time.

### **5.2 CAAT Retirement Compensation Arrangements (RCA)**

Presidents who are members of the CAAT Pension Plan whose salary would produce an annual pension benefit accrual in excess of the maximum annual pension permitted under the Income Tax Act shall be enrolled in the CAAT Retirement Compensation Arrangement (RCA). Such Presidents and the College Employer will be required to contribute to the RCA in accordance with the CAAT RCA Plan Text.

### **5.3 Pensionable Earnings**

All base salary and re-earnable performance lump sum payments made to a President are to be treated as pensionable earnings, subject to the terms and conditions of the CAAT Pension Plan.

## **6 Other Benefits**

### **6.1 Liability Insurance**

The College provides liability insurance coverage for Presidents performing duties or tasks required and authorized by the College or customarily performed as part of their duties.

### **6.2 Kilometrage Allowance**

An allowance will be made available to reimburse the PRESIDENT for costs



associated with operating a vehicle (other than the automobile provided to the PRESIDENT by the COLLEGE under section 4.3 of this Agreement) that is owned or leased by the PRESIDENT while on approved College business. This allowance shall be the same as established by the Government of Ontario and shall be paid subject to the provision of documentation and receipts acceptable to the COLLEGE in accordance with the COLLEGE's travel and business entertainment policy.

## **7 Holidays and Vacation**

### **7.1 Holidays**

Presidents are eligible for the following holidays with pay:

Family Day	Good Friday
Victoria Day	Canada Day
Civic Day	Labour Day
Thanksgiving Day	
Christmas Day and New Years' Day and the days between	

### **7.2 Vacation**

#### **a) Entitlement**

In accordance with the College's vacation year, Presidents will receive an annual vacation entitlement at a time approved by the College according to the following:

Thirty (30) working days

#### **b) Carryover**

Subject to the written approval of the College's Board of Governors, the President may request a carryover up to fifteen (15) days of unused vacation entitlement into the next year.

#### **c) Discretionary Cash Conversion**

When a President is prevented from taking vacation at the conclusion of the vacation year because of College requirements and upon written approval by the Board, unused vacation days may be paid to the President at the current base rate provided that Provincial legislation does not prohibit such a practice. Payments will not be made in cases of failure to schedule vacation.