

## EMPLOYMENT AGREEMENT

THIS AGREEMENT made effective September 6, 2022

BETWEEN:

**THE BOARD OF GOVERNORS OF LETHBRIDGE COLLEGE**, a corporation created pursuant to the *Post-secondary Learning Act*, of the Province of Alberta, being Chapter P-19, SA 2003 (hereinafter referred to as "the **Board**" or "the **College**")

- and -

**Dr. Brad Donaldson**, of the City of Lethbridge in the Province of Alberta (hereinafter referred to as the "**Executive**")

(each a "**Party**" and collectively, the "**Parties**")

**WHEREAS** the College is a post-secondary educational institution, governed by the *Post-secondary Learning Act* (Alberta);

**AND WHEREAS** the Board, in accordance with the powers vested in it pursuant to the *Post-secondary Learning Act* (Alberta), wishes to appoint the Executive as President and Chief Executive Officer of Lethbridge College, and the Executive wishes to accept the appointment pursuant to the terms of this Agreement;

**AND WHEREAS** the Board is bound by certain obligations and restrictions pursuant to the provisions of the *Reform of Agencies, Boards and Commissions Compensation Act* (Alberta), the *Reform of Agencies, Boards and Commissions (Post-secondary Institutions) Compensation Regulation* (Alberta) and the Guidelines thereunder;

**AND WHEREAS** the Executive and the Board wish to appoint the Executive to the President and Chief Executive Officer for a four (4) year, ten (10) month Term and therefore enter into this Agreement to set forth the rights and obligations of each of them with respect to the Executive's appointment with the Board;

**NOW THEREFORE** in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the Executive and the Board agree as follows:

### ARTICLE 1: DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

- (a) "**Agreement**" means this executive employment agreement and any schedules attached hereto;
- (b) "**Base Salary**" means the annual base salary set out in Section 4.1;

- (c) "**Confidential Information**" means any information of a confidential nature which relates to the College, including but not limited to, trade secrets, technical information, patents, marketing strategies, sales and pricing policies, financial information, business, marketing or technical plans, programs, methods, techniques, concepts, formulas, documentation, intellectual property, research, software, industrial designs, products, technical studies and data, strategic studies, client and supplier lists, shareholder data and student and personnel information. Notwithstanding the foregoing, Confidential Information shall not include any information which:
- (i) was in the possession of or known to the Executive, without any obligation to keep it confidential, before it was disclosed to the Executive by the College;
  - (ii) is or becomes public knowledge through no action of the Executive;
  - (iii) was independently developed by the Executive outside the scope of the Executive's employment duties to the College;
  - (iv) was disclosed by the College to another person or entity without any restriction on its use or disclosure, or
  - (v) is or becomes lawfully available to the Executive from a source other than the College;
- (d) "**Continuous Service**" means employment without any interruption in service of more than thirty (30) days, which is inclusive of the Executive's previous service with the College and other Public Agency (if applicable), provided that the Executive was not provided with any severance, termination or separation pay in respect of that previous employment;
- (e) "**Department**" means a department of the Government or of the public service of Alberta established under the *Government Organization Act* (Alberta), a part of the public service of Alberta that is designated as a department by the Lieutenant Governor in Council for the purposes of the *Public Service Act* (Alberta), and any part of the public service of Alberta, but does not include an Office of the Legislature;
- (f) "**Health Benefits**" means group insurance coverage, which includes life insurance, accidental death and dismemberment, health, dental, long term disability and health spending account;
- (g) "**Just Cause**" means any matter that would constitute just cause for termination from employment at common law;
- (h) "**Public Agency**" means a public agency to which the *Alberta Public Agencies Governance Act* applies;
- (i) "**Severance Payment**" has the meaning set out in Section 6.2;
- (j) "**Severance Period**" means the period starting the day after the Termination Date and ending after the number of weeks for which the Severance Payment is payable as set out in Section 6.2;
- (k) "**Term**" has the meaning set out in Section 2.2;

- (l) "**Termination Date**" means the last day actively worked by the Executive under this Agreement and does not include any period of statutory, contractual or reasonable notice of termination of employment or any period of salary continuance or deemed employment, whether pursuant to this Agreement or at law.
- (m) "**Total Remuneration**" means the total amount of Base Salary and benefits provided to the Employee, excluding the benefits referred to in section 8.1(2) of the Reform of Agencies, Boards and Commissions (Post-secondary Institutions) Compensation Regulation (Alberta). Notwithstanding anything stated in this Agreement, the Employee's Total Remuneration shall not exceed the maximum total remuneration set out in Schedule 3 of the aforesaid Regulation for their position level and tier, as amended from time to time.

## ARTICLE 2: EMPLOYMENT AND TERM

- 2.1 The College agrees to employ the Executive as President and Chief Executive Officer on a full-time basis. The Executive agrees to accept such employment in accordance with the express terms, duties, and obligations set forth in this Agreement. The Executive agrees to perform the Executive's duties until such time as the Executive's employment is terminated in accordance with the terms of this Agreement.
- 2.2 This Agreement will be for a fixed four (4) year, ten (10) month Term commencing on September 6, 2022 and ending on June 30, 2027 (the "**Expiration Date**"), unless terminated earlier in accordance with the terms of this Agreement. The Term is subject to any subsequent changes in law which may impact the Board's ability to provide such a Term. The Term shall automatically expire on the Expiration Date, at which time the College will have no further obligations to the Executive other than for unpaid Base Salary and accrued vacation pay properly owing to the Executive up to and including the Expiration Date, and other than as provided by this Agreement.
- 2.3 The Board will advise the Executive at least eighteen (18) months in advance of the Expiration Date of whether the Board intends to negotiate a new agreement with the Executive, governing the appointment of the Executive after the expiry of the Term. In the event the Parties successfully negotiate and execute a mutually agreed-upon agreement which complies with all applicable laws, the Executive's appointment shall be governed by the terms and conditions of the new agreement upon the expiry of the Term. For clarity, regardless of whether the Parties successfully negotiate and execute a new agreement, this Agreement shall automatically expire on the Expiration Date.

## ARTICLE 3: RESPONSIBILITIES AND DUTIES

- 3.1 The Executive shall act as the President and Chief Executive Officer of the College. In accordance with Section 81(3) of the *Post-secondary Learning Act* (Alberta), he will therefore have general supervision over, and direction of, the operation of the College and exercise those other powers, duties and functions as are assigned by the Board.
- 3.2 Without restricting the generality of the foregoing, the Executive's functions as President and Chief Executive Officer include:
  - (a) providing leadership to, and being accountable for, the implementation of the College's Investment Management Agreement as approved by the Board;
  - (b) adhering to all policies, bylaws and procedures established by the Board;

- (c) being responsible to the Board for all phases of the operation, administration, supervision, maintenance and promotion of the College;
  - (d) at all times acting in the best interests of the College in securing and promoting its educational, community, administrative and financial objectives;
  - (e) advising and assisting the Board in the development, promotion and implementation of sound policies and objectives for the advancement and development of the College;
  - (f) developing and monitoring College policies and practices related to the recruitment, hiring, supervision, instruction and discipline of College employees within the framework of applicable collective agreements, and for employees not covered by collective agreements, to the terms and conditions set from time to time by the Board of Governors; and
  - (g) discharging such duties and responsibilities as may be assigned from time to time by the Board.
- 3.3 The Executive will always faithfully and industriously perform the duties and responsibilities as President and Chief Executive Officer of the College to a high standard of professional competence. The Executive further agrees to operate within the policies, practices and procedures established by the Board.
- 3.4 Unless agreed to in advance between the parties, the Executive shall devote his full working time and attention to his responsibilities under this agreement and will avoid any external commitments that interfere with his obligations to the College. External activities that the Executive might be engaged in that are a result of his position at the College and support the College's role in the community would be considered normal functions that would not require prior approval as per Board End Statements and Executive Limitations policies.
- 3.5 The Executive shall be bound by and shall faithfully observe all applicable laws and regulations and the rules, regulations and policies of the College as they may be amended or created from time to time, including but not limited to the Conflict of Interest Policy and the Code of Conduct Policy.
- 3.6 The Executive must conduct himself impartially at all times and avoid real and apparent conflicts of interest, and make all necessary and applicable disclosures mandated by the *Conflicts of Interest Act* (Alberta), as amended from time to time, and as contained in the College's Code of Conflict Policy, as amended from time to time; including disclosure of real and apparent conflicts of interest, and financial disclosure relating to assets, liabilities, investments, holdings and other interests of the Executive, the Executive's spouse or adult interdependent partner, minor children or any corporation controlled by the Executive, the Executive's spouse or adult interdependent partner and minor children. Without restricting the generality of the foregoing, the Executive agrees that in the absence of prior written authorization of the Board, he will not:
- (a) engage in any other position for gain or accept any office, position or business that may potentially interfere with the College's best interests;
  - (b) directly or indirectly be engaged or associated with any company or organization in competition with the College;
  - (c) act in any manner that is detrimental to the College's interests or to its relations with its customers, employees, or other contacts; or

(d) take positions in conflict with those of the Board.

3.7 The Executive reports directly to the Board and agrees to abide by the General Executive Constraints of the Board and its Executive Limitations Statements.

#### **ARTICLE 4: SALARY AND BENEFITS**

##### **Base Salary**

4.1 The College will pay the Executive a gross annual base salary in the amount of Two Hundred and Fifty Thousand Dollars (250,000) (the "**Base Salary**"), which shall be payable in accordance with the College's payroll schedule for administrative and excluded employees. The foregoing amount is subject to the withholdings and deductions required by law. This amount will be pro-rated for the first ten (10) months of employment, September 6, 2022 to June 30, 2023.

4.2 The Base Salary is subject to review and adjustment during the Term, at the discretion of the Board, and in a manner that is compliant with all applicable policies, procedures, legislation, regulations, amendments, directives, and guidelines.

4.3 The Parties agree that the combination of Base Salary in Section 4.1 and benefits referenced in Articles 4.4, 4.5, 4.6, 4.8, 4.11, 4.12, 4.14, 4.16 and 4.17 or any other benefits referenced elsewhere in this agreement shall be no greater than the applicable cap established in Schedule 3 of the *Reform of Agencies, Boards and Commissions (Post-secondary Institutions) Compensation Regulation (Alberta)* for the Executive's position and tier. The Parties also agree that all benefits provided to the Executive in accordance with this Agreement, excluding benefits referenced in Section 8.1 of the *Reform of Agencies, Boards and Commissions (Post-secondary Institutions) Compensation Regulation (Alberta)* shall cost the College no more than 35% of the Employee's Total Remuneration.

##### **Health Benefits**

4.4 The Executive shall be entitled to participate in Health Benefits commensurate with the Executive's position, provided that the total annual cost to the College of all Health Benefits shall not exceed 5% of the Executive's Base Salary. In accordance with Section 4.5 below, the Executive shall participate in, and be entitled to, Health Benefits consistent with the benefit package in effect for Senior Administrators. Such Health Benefits are currently comprised of extended health and vision care, dental, basic life insurance, accidental death and dismemberment, sick leave, short- and long-term disability coverage, and Workers Compensation Board insurance. In addition, the Executive will have access to a health spending account, which may be adjusted during the Term at the sole discretion of the Board. For clarity, to the extent of conflict, the *Reform of Agencies, Boards and Commissions (Post-secondary Institutions) Compensation Regulation* and the Guidelines thereunder shall take priority over the terms of the College's health spending account or any Health Benefits contained in the benefit package for Senior Administrators.

##### **Pension**

4.5 The Executive shall be entitled to participate in the Local Authorities Pension Plan on the terms and conditions specified in the *Joint Governance of Public Sector Pension Plans Act (Alberta)*, as amended from time to time.

- 4.6 The Executive shall be entitled to pay in lieu of a supplementary retirement plan in an amount equivalent to the cost to the College of its employer contributions had the Executive been a participant in the Supplementary Retirement Plan for Public Service Managers. This shall be payable in accordance with the College's payroll schedule for administrative and excluded employees. The foregoing amount is subject to the withholdings and deductions required by law.

#### **Deductions**

- 4.7 The College will deduct from the Executive's salary all contributions due from him for any Health Benefits or pension plans. The College expressly reserves the right to change Health Benefit carriers, plans or policies, or amend or terminate coverage, as it deems appropriate. Where coverage is in force, the College's obligations do not extend to a guarantee of payment of claims under any plan or policy. The provisions of the policies and plans shall govern with respect to eligibility, plan administration and benefits provided.

#### **Vacation and Holidays**

- 4.8 The Executive will be entitled to forty (40) days of paid vacation leave for each complete year of service under this agreement. In the first year of the Term of this agreement (ending on June 30, 2023) this amount is prorated to the Executive's start date with the College (September 6, 2022), with ten (10) days to be taken as pay in lieu of vacation, and the remainder to be taken as paid time off. Thereafter, for each additional year of the Term of this agreement, the Executive will be entitled to forty (40) days of paid vacation leave for each complete year of service under this agreement. Vacation days shall be taken at the time or times as the Executive and the Board may mutually agree, each acting reasonably and taking into consideration the conduct of the Executive's duties.
- 4.9 The annual vacation entitlement is not to be carried over and must be used in the year earned or the following year, unless otherwise authorized in writing by the Board or required by applicable employment standards legislation.
- 4.10 Upon cessation of the employment relationship for any reason the Executive will be entitled to a payout of his accrued but unused vacation entitlement to the date of termination.
- 4.11 The Executive will be entitled to all the General Holidays that are provided to the administrative/excluded group of employees of the College.

#### **Vehicle and Parking**

- 4.12 In lieu of a vehicle the Board will provide an allowance of \$500.00 (before tax) per month. The vehicle allowance is meant to contribute to capital and operating expenses of a private vehicle for business use.
- 4.13 The Board shall provide the Executive with parking at a mutually agreed upon location on the College's campus.

### **General Leave Days and Leaves of Absence**

- 4.14 The Executive shall be eligible for general leave days and leaves of absence in accordance with the *Reform of Agencies, Boards and Commissions (Post-secondary Institutions) Compensation Regulation*, the Guidelines thereunder as may be established, amended or replaced by the Minister from time to time, and the College's applicable policies and procedures for senior management employees, as may be established, created or amended from time to time by the College at its sole discretion. For clarity, to the extent of conflict, the *Reform of Agencies, Boards and Commissions (Post-secondary Institutions) Compensation Regulation* and the Guidelines thereunder shall take priority over the College's policies and procedures regarding leave days and leaves of absence.
- 4.15 The Executive has sought and obtained the approval of the College to maintain a Board Appointment with the Saskatchewan Higher Education Quality Assurance Board (SHEQAB), and will be permitted a maximum of six (6) days annually through the course of his employment with the College to attend SHEQAB board meetings. The Executive will be responsible for all travel and other expenditures required while attending said board meetings

### **Reimbursement of Expenses**

- 4.16 The College shall reimburse the Executive for travel and other expenses actually and reasonably incurred in the performance of the Executive's duties on behalf of the College, in accordance with the College's expense policies and procedures, which in no circumstance shall be greater than what is set out in the Travel, Meal and Hospitality Expenses Directive (Treasury Board Directive #1/2015), as amended from time to time.

### **Relocation**

- 4.17 The President shall be provided a one-time relocation reimbursement for expenses incurred because of relocating to Lethbridge, Alberta. The eligibility of expenses for reimbursement will be in accordance with the College's Relocation Guidelines, as amended from time to time. The total reimbursement will not exceed \$15,000 and must be used prior to June 30, 2023. All payments for relocation require the submission of proper receipts and clear documentation.

### **Canada Revenue Agency**

- 4.18 All benefits are subject to Canada Revenue Agency's guidelines on taxable benefits.

## **ARTICLE 5: CONFIDENTIAL INFORMATION**

- 5.1 At all times during the Term of this Agreement and after the Termination Date the Executive will keep strictly confidential all Confidential Information and shall not disclose the Confidential Information to any unauthorized persons, except with the express consent of the Board, or otherwise as required by law.
- 5.2 The Executive recognizes and understands that in performing the Executive's duties and responsibilities as President and Chief Executive Officer of the College, the Executive will occupy a position of trust and confidence and as a fiduciary, pursuant to which the Executive has and will develop and acquire wide experience and knowledge with respect to the business carried on by the College and the manner in which such business is conducted. It is the expressed intent and agreement of the Executive and of the College that such knowledge and experience shall be used

solely and exclusively in the furtherance of the business interests of the College and not in any manner detrimental to the College.

- 5.3 The Executive further acknowledges and agrees that the benefits and payments provided for pursuant to this Agreement constitute good, valuable, and sufficient consideration for the Executive's agreement to the terms of this Agreement, including the restrictions set out in this Article. The Executive hereby freely agrees that all restrictions contained in this Article are reasonable, valid, and necessary protections of the College's proprietary interests and hereby waives any and all defences to the strict enforcement thereof by the College.
- 5.4 The Parties acknowledge and agree that the College would suffer irreparable injury in the event of any breach by the Executive of the obligations under this Article. Accordingly, the Executive hereby acknowledges and agrees that damages would be an inadequate remedy at law in connection with the breach and that the College is therefore entitled, in addition to any action for damages, to temporary and permanent injunctive relief enjoining and restraining the Executive from any such breach.
- 5.5 The provisions of this Article shall survive the termination or expiration of this Agreement.

#### **ARTICLE 6: TERMINATION**

##### **Termination for Just Cause**

- 6.1 The Board may terminate this agreement and the Executive's employment at any time for Just Cause without prior notice or obligation to make further payments to him. In such circumstances, the Executive is entitled only to his accrued Base Salary, accrued but unused vacation, and benefits to the date of termination. Upon such payment, the Executive shall have no further claim against the College for the termination.

##### **Termination Without Just Cause**

- 6.2 This agreement and the Executive's employment may be terminated by the Board at any time without Just Cause and without notice. In such circumstances, the Executive shall receive his earned salary and other accrued entitlements to the date of termination. In addition, the College will pay the Employee a Severance Payment, or provide equivalent notice, or a combination of pay and notice as follows:
  - (a) four (4) weeks' Base Salary per year of Continuous Service, to a maximum of fifty-two (52) weeks' Base Salary.
  - (b) payment in an amount equal to the cost to the College for four (4) weeks of benefits per year of Continuous Service, to a maximum of 16% of the amount in Section 6.2(a).
  - (c) The Executive's entitlement under a) or b) above is based on the salary being paid at the date of termination.

Upon such payment, the Executive shall have no further claim against the Board for termination, whether pursuant to contract, common law, statute or otherwise. Final payment will be made upon signing a release acceptable to the College.



### **Employment Standards**

- 6.3 Notwithstanding any other articles in this Agreement, the Board shall have no obligation to provide any payments above and beyond the minimum amount required under the *Employment Standards Code* (Alberta), as amended, unless and until the Executive provides a signed full and final release in favour of the Board, the College, its officers, directors, subsidiaries, affiliates, agents and assigns, releasing them from any and all claims of any nature or kind that he may have in any way related to his employment with the Board and the termination of that employment.

### **Claw-back**

- 6.4 The Executive hereby acknowledges and agrees that should the Executive become employed with either the Alberta Crown or a Public Agency during the Severance Period, the Executive shall repay the College a portion of the Severance Payment equal to the amount of salary, before mandatory statutory deductions and benefits, earned in respect of the Executive's new employment during the Severance Period, to the maximum of the full Severance Payment, before mandatory statutory deductions.

### **Resignation by the Executive**

- 6.5 The Executive may terminate this agreement and his employment at any time, upon first giving at least three (3) months' written notice to the Board, unless a shorter notice period is mutually agreed to by the parties. The Executive will receive the Base Salary, benefits and accrued entitlements provided for in this Agreement during the Resignation Notice Period. Upon receipt of such notice of resignation from the Executive, the Board may either require the Executive to continue to perform his duties until the end of the Resignation Notice Period, or the Board may at its sole discretion terminate the Executive at any time after receipt of the notice, without additional compensation or obligation to the Executive, except for payment of a sum equal to the Base Salary which otherwise would have been payable to the Executive through the remainder of the Resignation Notice Period.

### **Other Events that Terminate the Agreement**

- 6.6 This agreement, the Executive's employment and all obligations of the Board will also cease upon:
- (a) the Executive's death;
  - (b) the Executive's permanent incapacity for the position of President and Chief Executive Officer, as determined by the Board following consultation with a duly qualified physician selected by the Board;
  - (c) frustration of the employment relationship, or;
  - (d) mutual agreement in writing.

## **ARTICLE 7: INDEMNITY**

- 7.1 The College agrees to indemnify and save the Executive harmless from and against all costs, including legal costs on a solicitor and client basis, charges and expenses, including any amount paid to settle any action or satisfy any judgment, reasonably incurred by the Executive in respect

of any civil, criminal, or administrative action or proceeding to which the Executive is made a party by reason of having been an officer of the College if:

- (a) the Executive acted honestly and in good faith with a view to the best interests of the College; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Executive had reasonable grounds for believing that the Executive's conduct was lawful.

7.2 The provisions of this Article shall survive the termination or expiration of this Agreement.

#### **ARTICLE 8: PRIVACY**

- 8.1 The Executive acknowledges and agrees that the Executive will take all necessary steps to protect and maintain personal information of the employees, students or consultants of the College obtained during the Executive's employment with the College. The Executive shall always comply, and shall assist the College to comply, with all applicable privacy laws.
- 8.2 The Executive acknowledges and agrees that the disclosure of the Executive's personal information may be required as part of: (i) the ongoing operation of the College, (ii) as required by law or regulatory agencies, (iii) for the purposes of requesting for approval of a policy; (iv) as part of the College's audit process, (v) as part of a potential business or commercial transaction, or (vi) as part of the College's management of the employment relationship (together, the "Personal Information Disclosure"), and the Executive hereby grants consent as may be required by applicable privacy laws to the Personal Information Disclosure.

#### **ARTICLE 9: PROVISIONS AT CONCLUSION OF APPOINTMENT**

- 9.1 Unless the Executive receives a waiver or reduction of the applicable restricted period by the College or requisite governmental authority, as applicable, the Executive shall not:
  - (a) for a period of twelve (12) months from the Termination Date, lobby any public office holder as defined in the *Lobbyists Act* (Alberta);
  - (b) for a period of twelve (12) months from the Termination Date, act on a commercial basis or make representations on the Executive's own behalf or on behalf of any other person in connection with any ongoing matter in connection with which the Executive, while in the position of President and Chief Executive Officer, directly acted for or advised a Department or Public Agency involved in the matter;
  - (c) for a period of twelve (12) months from the last day the Executive had a direct and significant official dealing with a Department or Public Agency during the Term, make representations with respect to a contract or benefit from that Department or Public Agency;
  - (d) for a period of twelve (12) months from the last day the Executive had a direct and significant official dealing with a Department or Public Agency during the Term, solicit or accept on the Executive's own behalf a contract or benefit from that Department or Public Agency; and

- (e) for a period of twelve (12) months from the last day the Executive had a direct and significant official dealing with an individual, organization, board of directors or equivalent body of an organization during the Term, accept employment with that individual or organization or an appointment to the board of directors or equivalent body.
- 9.2 The Executive agrees to return to the College, immediately upon termination of this agreement and regardless of the reason for the cessation of the employment relationship, any business documents, records, files, and all other property of the College.
- 9.3 Section 9.2 above does not apply in the event the parties mutually agree to enter a new employment contract to take effect following the end of this contract on June 30, 2027.
- 9.4 The provisions of this Article shall survive the termination or expiration of this Agreement.

#### **ARTICLE 10: INTERPRETATION AND ENFORCEMENT**

- 10.1 The Parties confirm that the notice and pay in lieu of notice provisions contained in this Agreement are fair and reasonable and the Parties agree that upon any termination by the Board pursuant to Section 6.2, or upon any termination affected by the Executive pursuant to Section 6.5, the Executive, except in respect of amounts payable in respect of termination as herein set forth, shall have no action, cause of action, Claim or demand against the College based upon the termination and severance provisions herein.
- 10.2 This agreement constitutes the entire agreement between the Executive and the Board respecting their employment relationship. It supersedes all other agreements or contracts, whether verbal or written, between the parties. The Executive further acknowledges that there are no promises or representations made to him apart from obligations of the College expressly set out in this agreement.
- 10.3 No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both parties hereto. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.
- 10.4 Should legislation be passed, come into force, proclaimed, amended, repealed, or otherwise be changed such that:
  - (a) additional base salary;
  - (b) additional vacation time;
  - (c) additional amount or form of benefits or expense reimbursements; or
  - (d) any other greater form of compensation,

become permissible for which the Executive may be eligible, the Board may, at its discretion and consistent with the extent of such permissibility, provide to the Executive that additional amount or form of compensation (as the case may be), whether in whole or in part based on a metric, formula, or discretionary factors.

- 10.5 In no circumstance will the Board provide to the Executive any form or manner of compensation prohibited by or in excess of what is allowed under any applicable compensation framework, including the *Reform of Agencies, Boards, and Commissions (Post-Secondary Institutions) Compensation Regulation* and the Guidelines thereunder.
- 10.6 Any demand, notice or other communication ("Notice") to be given in connection with this Agreement will be given in writing by personal delivery, by registered mail or by facsimile addressed to the recipient as follows:

To the Executive:

Dr. Brad Donaldson  
2 - 16 Sunridge Blvd. W  
Lethbridge, AB  
T1J 1X5

To the College:

Lethbridge College  
3000 College Drive S  
Lethbridge, Alberta  
T1K 1L6  
Attention: Coreen Roth, Vice President, People and Business Services

or such other address as may be designated by Notice given by either Party to the other. Any Notice given by personal delivery will be conclusively deemed to have been given on the day of actual delivery, and, if given by registered mail, on the third day, other than a Saturday, Sunday or statutory holiday in the Province of Alberta, following the deposit in the mail and, if sent by facsimile or email, on the day of transmittal.

- 10.7 The invalidity, or unenforceability, of any term of this agreement shall be severable from and shall not affect the enforceability of the remainder of the agreement.
- 10.8 This Agreement will be governed in accordance with the laws of the Province of Alberta and the laws of Canada. Alberta shall be the sole and proper forum with respect to any suits brought with respect to this Agreement and the Parties hereby attorn to the jurisdiction of the Courts of the Province of Alberta.
- 10.9 Notwithstanding the termination of the appointment of the Executive for any reason whatsoever and with or without Just Cause, or as at the expiration of the Term, the provisions of Articles 5, 7, and 9 shall continue in full force and effect.
- 10.10 The Executive acknowledges that the Executive has had the time and opportunity to obtain independent legal advice with respect to the execution of this Agreement, and that the Executive has read, understands and agrees with all of the terms and conditions contained in this Agreement.
- 10.11 This agreement shall endure to the benefit of, and be binding upon, the Parties hereto and their heirs, executors, administrators and other legal representatives, successors, and assigns, as the case may be.

EXECUTED at Lethbridge, Alberta by Dr. Brad Donaldson, and a duly authorized representative of the

Board of Governors of Lethbridge College this 5<sup>th</sup> day October of 2022.

BOARD OF GOVERNORS OF  
LETHBRIDGE COLLEGE

Per:



Michael Marcotte, Board Chair

SIGNED, SEALED AND DELIVERED  
in the presence of:



Witness as to the signature of Dr. Brad  
Donaldson



Dr. Brad Donaldson

Original witnessed and signed  
on Oct. 5, 2022

