

## EMPLOYMENT CONTRACT

THIS AGREEMENT made effective July 1, 2016.

BETWEEN:

THE BOARD OF GOVERNORS OF LETHBRIDGE COLLEGE  
(also referred to as "the Board" or "the College")

- and -

Dr. Paula Burns  
("the President" or "Dr. Burns")

**WHEREAS** the Board considers it desirable to employ Dr. Paula Burns as President and Chief Executive Officer (CEO) of the Lethbridge College;

**AND WHEREAS** Dr. Paula Burns is willing to accept and undertake the duties of the position, consistent with policies, by-laws and procedures established by the Board;

**NOW THEREFORE** in consideration of the material advantages accruing to Dr. Paula Burns and the College, the parties agree as follows:

### 1. APPOINTMENT

In accordance with Section 81(1) of the *Post-Secondary Learning Act*, the Board hereby appoints Dr. Paula Burns as its President and CEO.

### 2. TERM

- a) Subject to paragraphs 14(a), 14(b), 14(c), and 14(d) the College will employ Dr. Burns for a fixed four (4) year term commencing July 1, 2016 and ending on June 30, 2020. Upon such expiry the College will have no further legal obligations to Dr. Burns.
- b) The Board shall provide Dr. Burns with at least twelve (12) months' written notice prior to the expiry of the term in the event it intends to reappoint her for a further term.



### 3. RESPONSIBILITIES AND DUTIES

- a) Dr. Burns shall act as the President and CEO of the College. In accordance with Section 81(3) of the *Post-Secondary Learning Act*, she 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.
- b) Without restricting the generality of the foregoing, Dr. Burns functions as President and CEO include:
- i. Providing leadership to, and being accountable for, the implementation of the College's Comprehensive Institutional Plan (CIP) as approved by the Board;
  - ii. Adhering to all policies, bylaws and procedures established by the Board;
  - iii. Being responsible to the Board for all phases of the operation, administration, supervision, maintenance and promotion of the College;
  - iv. At all times acting in the best interests of the College in securing and promoting its educational, community, administrative and financial objectives;
  - v. Advising and assisting the Board in the development, promotion and implementation of sound policies and objectives for the advancement and development of the College;
  - vi. 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
  - vii. Discharging such duties and responsibilities as may be assigned from time to time by the Board.
- c) Dr. Burns will at all times faithfully and industriously perform the duties and responsibilities as President and CEO of the College to a high standard of professional competence. Dr. Burns further agrees to operate within the policies, practices and procedures established by the Board.
- d) Unless agreed to in advance between the parties, Dr. Burns shall devote her full working time and attention to her responsibilities under this agreement and will avoid any external commitments that interfere with her obligations to the College. External activities that Dr. Burns might be engaged in that are a result of her position at the College and support the College's role in the community would be considered normal functions that

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would not require prior approval as per Board End Statements and Executive Limitations policies.

- e) Dr. Burns further agrees to refrain from any actions or conduct constituting a potential or actual conflict of interest. Without restricting the generality of the foregoing, Dr. Burns agrees that in the absence of prior written authorization of the Board, she will not:
  - i. Engage in any other position for gain or accept any office, position or business that may potentially interfere with the College's best interests;
  - ii. Directly or indirectly be engaged or associated with any company or organization in competition with the College;
  - iii. Act in any manner that is detrimental to the College's interests or to its relations with its customers, employees or other contacts; or
  - iv. Publically take positions in conflict with those of the Board.
- f) Dr. Burns further agrees to abide by the General Executive Constraints of the Board and its Executive Limitations Statements.

#### **4. BASE SALARY**

The President shall receive compensation and other remuneration in accordance with the terms contained in this Article 4, along with other benefits and perquisites as further provided for in the Employment Agreement.

- a) The Board shall pay Dr. Burns an annual base salary of \$348,000 (gross) for the first year of the contract ending June 30, 2017.
- b) Thereafter, annual base salary (gross) is subject to change giving consideration to performance and through competitive benchmark effective July 1<sup>st</sup> of each fiscal year at the sole discretion of the Board.
- c) Any adjustments to base pay pursuant to this Article 4 shall be implemented effective the first day of the fiscal year in which it is granted during the term of this Employment Agreement.
- d) The annual salary will be paid to Dr. Burns in accordance with the College's regular payroll practices.



**5. SUPPLEMENTAL RETIREMENT PAYMENT**

- a) The President is entitled to a Supplemental Retirement Payment calculated on a calendar year.
- b) For each contract year, the Supplemental Retirement Payment will be based on 5% of the President's pensionable salary, which includes base salary only, above the annual salary cap set by the government each calendar year.
- c) The payment of this benefit will occur each six (6) months providing two (2) payments in each calendar year.
- d) On the advice of the President, these payments will be made as:
  - i. Either lump-sum payments or transfers into an RRSP.
  - ii. In the event the President elects to have such a payment paid into an RRSP, it is her sole responsibility to ensure that such a transfer of funds is legally permissible in all respects, including but not limited to, the availability of sufficient RRSP contribution room.

**6. BENEFITS**

- a) Subject to paragraph (b) below, Dr. Burns shall participate in, and be entitled to, employment benefits consistent with the benefit package in effect for Senior Administrators. Such benefits are currently comprised of extended health and vision care, dental, life insurance, accidental death and dismemberment, sick leave, short and long term disability coverage, and Local Authorities Pension Plan. In addition, Dr. Burns will have access to a \$800 per year health spending account, which may be adjusted during the term of this contract at the sole discretion of the Board of Governors.
- b) The scope of benefit coverage and payment of benefit premiums under (a) above shall be as determined by the College from time to time. The College expressly reserves the right to change 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 particular plan or policy. The provisions of the policies and plans shall govern with respect to eligibility, plan administration and benefits provided.

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**7. VACATION**

- a) Dr. Burns is entitled to six (6) paid weeks of vacation leave for each complete year of service under this agreement.
- b) With the exception of accrued leave time allowed for under 10(a), 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.
- c) Upon cessation of the employment relationship for any reason other than the expiry of the four (4) year term, Dr. Burns will be entitled to a payout of her accrued vacation entitlement to the date of termination.

**8. PROFESSIONAL DEVELOPMENT**

- a) The College and the Employee recognize the mutual value of continuing relevant professional development. The College therefore agrees to provide appropriate and reasonable support for such activities. Where the College and Employee mutually agree in advance on professional development activity, the Employee shall be granted paid time-off and necessary expenses for attendance at the particular course, conference or seminar. Such expenses would include registration, travel, accommodation, and other miscellaneous expenses related to the professional development activity.

**9. DISCRETIONARY TIME**

- a) Dr. Burns is entitled to two (2) paid weeks annually typically to be used to remain involved in other opportunities, outside of those considered to be professional development or work related, but intended to further post-secondary in Alberta and Canada.
- b) Aside from paid time off, the College will not be responsible for travel and other expenditures required while participating in these activities.

**10. ACCRUED LEAVE TIME**

- a) The President can accrue up to fifty percent (50%) of annual vacation and discretionary time per year to an aggregate maximum of twenty-five (25) weeks.

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- b) Subject to paragraphs i) and ii) below, time so accrued can be carried over from year to year, for payout at the end of the contract.
- i. Where accrued time is paid out, the amount of the payment is to be based on Dr. Burns base salary in effect at the time earned.
  - ii. Final disposition of all accrued time owed is confidential information of the Board and will not be released or otherwise disclosed to the media or public at large by Dr. Burns.

#### **11. VEHICLE ALLOWANCE**

- a) In lieu of a vehicle the Board will provide an allowance of \$900.00 (before tax) per month to June 30, 2020.
- b) The monthly allowance provided for in (a) above, is meant to contribute to capital and operating expenses of a private vehicle for business use within the Lethbridge College catchment area. For travel outside of the Lethbridge College catchment area and where use of a private vehicle is a personal preference, mileage will be reimbursed in accordance with the college's travel policy. The rate in effect at the signing of this agreement is \$0.165/km.

#### **12. REIMBURSEMENT OF EXPENSES**

- a) The President is entitled to reimbursement of reasonable business expenses incurred while on authorized College business, provided such claims are supported by relevant receipts and documentation, are submitted in a timely fashion and comply with applicable College policies and established budgetary limits.

#### **13. CONFIDENTIALITY**

- a) Dr. Burns acknowledges that as President and CEO she is in a fiduciary relationship and position of trust with the College. Dr. Burns further acknowledges that through her employment responsibilities she will acquire confidential information and data concerning the operations of the College.
- b) Dr. Burns further acknowledges that the disclosure of such confidential information could be detrimental to the legitimate interests of the College and that the College is therefore entitled to protect its proprietary interest of such confidential information.

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- c) Dr. Burns therefore agrees that she will not, during the term of this contract with the College, or thereafter, divulge, communicate or otherwise disclose to any person or body any such confidential information for purposes inconsistent with the interests of the College.
- d) This confidentiality obligation does not apply to:
  - i. information within the public domain;
  - ii. information disclosed in compliance with any applicable statute or regulation, or as compelled by a governing court or quasi-judicial body;
  - iii. information disclosed where authorized by the College; or
  - iv. information for which disclosure or use is legitimately required for fulfillment of the Employee's expected employment duties on behalf of the College.

#### **14. TERMINATION**

- a) The Board may terminate this agreement and Dr. Burns employment at any time for just cause without prior notice or obligation to make further payments to her. In such circumstances, Dr. Burns is entitled only to her accrued base salary and benefits to the date of termination. Upon such payment, Dr. Burns shall have no further claim against the College for the termination.
- b) This agreement and Dr. Burns employment may be terminated by the Board at any time without just cause and without notice. In such circumstances, Dr. Burns shall receive her earned salary and other accrued entitlements to the date of termination. In addition, the College will pay the Employee termination (severance) pay, or provide equivalent notice, or a combination of pay and notice as follows:
  - i. The lesser of twelve (12) months plus one (1) month per year of service to a maximum of eighteen (18) months or the balance of base salary otherwise due to the expiry date of the contract (i.e. June 30, 2020);
  - ii. For the purpose of this Article the parties agree that the Employee's service began February 4, 2013;
  - iii. The Employee's entitlement under a) or b) above is based on the salary being paid at the date of termination and there is no entitlement to payment in lieu of benefits;
  - iv. Upon such payment, Dr. Burns shall have no further claim against the Board for termination. Final payment will be made upon signing a release acceptable to the employer.



- c) Dr. Burns may terminate this agreement and her 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.
- d) This agreement, Dr. Burns employment and all obligations of the Board to Dr. Burns will also cease upon:
  - i. Dr. Burns death;
  - ii. Dr. Burns permanent incapacity for the position of President and CEO, as determined by the Board following consultation with a duly qualified physician selected by the Board;
  - iii. Frustration of the employment relationship, or,
  - iv. Mutual agreement in writing.

#### **15. GENERAL**

- a) This agreement constitutes the entire agreement between Dr. Burns and the Board respecting their employment relationship. It supersedes any and all other agreements or contracts, whether verbal or written, between the parties. Dr. Burns further acknowledges that there are no promises or representations made to her apart from obligations of the College expressly set out in this agreement.
- b) 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.
- c) Dr. Burns acknowledges that she has had a reasonable opportunity to seek independent legal advice with respect to this agreement, its terms and its effect.
- d) Subject to (e) below, Dr. Burns 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.
- e) Section (d) above does not apply in the event the parties mutually agree to enter into a new employment contract to take effect following the June 30, 2020 expiry of this agreement.
- f) This agreement may be amended at any time by mutual agreement of the parties in writing.

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g) This agreement shall enure 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.

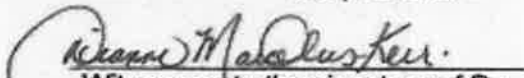
EXECUTED at Lethbridge, Alberta by Dr. Paula Burns and a duly authorized representative of the Board of Governors of Lethbridge College this 12<sup>th</sup> day of July 2016.

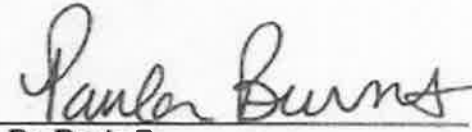
BOARD OF GOVERNORS OF  
LETHBRIDGE COLLEGE

Per.



SIGNED, SEALED AND  
DELIVERED in the presence of:

  
Witness as to the signature of Dr.  
Paula Burns

  
Dr. Paula Burns