

EMPLOYMENT AGREEMENT

THIS AGREEMENT made as of the 28th day of May 2024.

BETWEEN:

MOHAWK COLLEGE OF APPLIED ARTS AND TECHNOLOGY

(the "College")

- and -

PAUL ARMSTRONG

(the "Executive")

WHEREAS the Executive has been employed by the College since September 28, 1987 and is currently employed in the position of Chief Operating Officer;

WHEREAS the Board of Governors of Mohawk College of Applied Arts and Technology (the "Board") wishes to appoint the Executive as President of the College on a fixed term basis;

AND WHEREAS the Executive wishes to accept the appointment and serve as President of the College consistent with the policies, bylaws and other legal obligations of the College and the Board;

AND WHEREAS the parties wish to provide for the terms and conditions of the Executive's employment as President of the College;

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

1 APPOINTMENT

1.1 In accordance with the authority granted to the Board under the *Ontario Colleges of Applied Arts and Technology Act, 2002*, the Board hereby appoints the Executive as President of the College upon the terms and conditions set out in this Agreement.

1.2 The appointment of the Executive as President of the College is conditional on full Board approval of the appointment and ratification of this Agreement, which shall be accomplished as expeditiously as practicable following the execution of the Agreement.




2 TERM

- 2.1 The Executive will be employed as President of the College for a fixed term commencing on July 1, 2024 and ending on July 31, 2029 (the "Term"), unless terminated earlier in accordance with the Termination provisions of this Agreement.
- 2.2 The parties may renew this Agreement for an additional term appointment upon such terms and conditions as the parties may agree in writing at the time of renewal. The College shall provide at least nine (9) months' notice to the Executive if it wishes to renew the Agreement.

3 RESPONSIBILITIES AND STANDARD OF PERFORMANCE

- 3.1 The Executive shall serve as President of the College and agrees to perform all the duties and responsibilities ordinarily associated with that office. The Executive shall be responsible for all phases of the operation, administration, supervision, maintenance and promotion of the College. The Executive shall also be responsible for ensuring student well-being and successful outcomes, and for promoting and developing strategic partnerships with government, the private sector, and other stakeholders.
- 3.2 The Executive shall report to the Board and perform such additional duties and responsibilities as the Board may assign from time to time, it being understood that any such duties and responsibilities shall be consistent with the position of President of the College.
- 3.3 In addition to the duties outlined above, the Executive shall oversee and be responsible for the operations of the Mohawk College Foundation in accordance with any relationship or similar agreement entered into between the College and the Foundation, and subject to the direction of the College's Board.
- 3.4 The Executive shall work with the Chair of the Board to develop performance objectives on an annual basis in order to establish metrics for the assessment of the Executive's performance of the duties and responsibilities under this Agreement. All performance objectives developed under this section shall be subject to the approval of the Board.
- 3.5 The Executive undertakes to fully and faithfully discharge the duties and responsibilities as President of the College to a high standard of professional competence and to the best of the Executive's knowledge, skill and ability. The Executive is a fiduciary of the College and shall at all times act in the best interests of the College. The Executive agrees to be bound by the relevant policies, procedures, and practices which govern the employment relationship between the Executive and the College, as may be amended from time to time.
- 3.6 The Executive will devote the whole of the Executive's time, effort, and attention to the

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business and well-being of the College and shall ensure that the Executive's direct or indirect personal interests do not, whether potentially or actually, conflict with the interests of the College.

- 3.7 Subject to obtaining prior written approval from the Chair of the Board, the Executive may serve on the board of directors of other organizations and may continue to serve on any boards of directors that the Executive served on at the time of entering into this Agreement and disclosed to the College, provided that such service does not prevent the Executive from devoting their full time and attention to the affairs of the College and does not create a conflict of interest with their employment and duties owing to the College. The Executive shall review all external board appointments with the Chair of the Board on an annual basis.
- 3.8 In light of the College's prominent role in the communities that it serves and the nature of the Executive's position within the College, it is the expectation of the Board that during the Term of this Agreement, the Executive will reside within the City of Hamilton or the City of Burlington.

4 REMUNERATION AND BENEFITS

- 4.1 The parties acknowledge that this Agreement is subject to the *Broader Public Sector Executive Compensation Act, 2014* and the Compensation Framework established under Ontario Regulation 406/18, and may be subject to other legislative restraints in the future. Any payments of salary, performance incentives or other compensation under this Agreement, including any future increases, will be made in compliance with all legislative restraints applicable to the College and the Executive's employment under this Agreement. If at any time during the Term the current restraints are amended or repealed, the Board will review the Executive's compensation and shall discuss in good faith with the Executive the impact of any such changes, including a possible increase in the Executive's compensation.
- 4.2 The College shall remunerate the Executive through the payment of an annual base salary of:

- I. \$350,000 effective July 1, 2024; and
- II. subject to a satisfactory performance evaluation of the Executive's first year as President of the College, \$375,930.40 effective July 1, 2025

(the "Base Salary").

The Base Salary shall be payable in instalments in accordance with the College's usual payroll practices, and shall be subject to all applicable statutory deductions, benefits premiums and pension contributions.

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- 4.3 The Executive shall be eligible to receive an annual performance incentive payment of up to twenty percent (20%) of the Base Salary, less required deductions, based on the Executive's achievement of the performance objectives established annually under section 3.4, above (the "Performance Incentive Payment"). The Board shall determine the amount of the Performance Incentive Payment based on its annual review of the Executive's performance.
- 4.4 The Executive shall be entitled to participate in the employee benefits offered through the College Employer Council for senior administrative staff employed by the College as outlined in the Benefits Booklet applicable to full-time administrative employees employed by Ontario Colleges of Applied Arts and Technology (the "Benefit Plans"), subject to the terms and conditions of the Benefit Plans and any applicable policies, all as amended from time to time. The Executive shall further be entitled to participate in the CAAT Pension Plan and the CAAT Retirement Compensation Arrangement (collectively, the "CAAT Plans"), subject to their respective terms and conditions as amended from time to time. The Executive shall make all required employee contributions to the Benefit Plans and the CAAT Plans.
- 4.5 The Executive shall be entitled to reimbursement for reasonable expenses, as determined from time to time by the Board, for business travel, conferences and entertainment as required in the capacity of President of the College, subject to the provision of documentation and receipts acceptable to the Board in accordance with applicable College policy. The College will reimburse the Executive for mileage associated with the use of the Executive's personal vehicle for College business at the College's standard mileage rate.
- 4.6 The Executive will be entitled to six (6) weeks of vacation each year subject to College policy and the following conditions:
- (a) The College expects that the Executive shall use the entire annual vacation entitlement in the vacation year in which it is earned, and the Executive shall be required to take no less than the minimum statutory vacation entitlement each vacation year.
 - (b) Notwithstanding the previous paragraph, with the approval of the Chair of the Board the Executive may carry over up to fifteen (15) days of vacation to the next vacation year. Any vacation carryover must be taken by the Executive by no later than March 31st of the following vacation year or it will be subject to forfeiture under section 4.6(c).
 - (c) Any vacation in excess of the statutory minimum vacation that is not used by the Executive nor carried over in accordance with this section shall be forfeited without compensation if the Executive did not have good reason for the failure to take such vacation. For greater certainty, this shall also apply to vacation

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carryover that is not taken within the time specified in section 4.6(b).

- (d) Notwithstanding section 4.6(c), if the Executive was prevented from taking vacation because of College requirements or for other good reason acceptable to the Board, the Board may authorize such unused vacation to be paid out to the Executive at the end of the year.

5 INTELLECTUAL PROPERTY

- 5.1 The College shall own the entire right, title and interest in all Intellectual Property created by the Executive in the course of employment, or otherwise arising from the Executive's employment as President of the College. The Executive agrees to execute all documents necessary for the filing of applications for trademarks, patents or any other registrations, both Canadian and foreign, which protects the College's rights to the Intellectual Property, including, without limiting the foregoing, any necessary assignments.
- 5.2 "Intellectual Property" includes all original works of authorship, trademarks, logos, designs, inventions, discoveries, developments, innovations, ideas, business improvements, processes, and compilations of data, whether or not subject to registration or capable of registration, which the Executive may solely or jointly create or conceive of as part of, or in conjunction with, the Executive's employment as President of the College.
- 5.3 The Executive agrees to irrevocably waive the Executive's moral rights in the Intellectual Property, where "moral rights" means any rights to claim authorship of Intellectual Property, to object to any modification of Intellectual Property, and any similar right that exists under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right".
- 5.4 This section 5 shall survive any termination of this Agreement or the Executive's employment hereunder.

6 CONFIDENTIALITY

- 6.1 During the course of employment with the College, the Executive shall have access to confidential information, which includes, without limiting the foregoing, any information reasonably related to the affairs of the College or the Foundation received in the Executive's capacity as President of the College, any information about an identifiable person, as well as any research, business, financial, technical or other information that is not readily available to the public nor a matter of public record ("Confidential Information"). For greater certainty, Confidential Information does not include:

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- (a) information that is readily available to the public or in the public domain otherwise than through breach of this Agreement; or
- (b) general skills and experience gained during the Executive's employment with the College which the Executive could reasonably have expected to acquire in similar employment with other employers.

6.2 The Executive acknowledges that the Executive is provided access to Confidential Information for the sole purpose of performing the duties and responsibilities under this Agreement. Therefore, the Executive shall not use, disclose or make available to any person any Confidential Information obtained by the Executive in the course of employment, except:

- (a) as is necessary for the performance of the duties and responsibilities under this Agreement;
- (b) with the prior written consent of the Board; or
- (c) as otherwise required by law.

6.3 The Executive shall take all reasonable measures to protect the Confidential Information, including appropriate physical and operational safeguards. In the event that Confidential Information is lost, stolen or otherwise compromised, the Executive must immediately report such loss or theft or compromise in accordance with College policy.

6.4 At the end of the Executive's employment, the Executive shall be required to return all Confidential Information to the College or the Foundation, as the case may be, including any devices or other equipment upon which Confidential Information has been stored.

6.5 This section 6 shall survive any termination of this Agreement or the Executive's employment hereunder.

7 TERMINATION

7.1 Upon the termination of the Executive's employment, the College shall pay to the Executive any outstanding wages earned to the date of termination including, without limiting the foregoing, any accrued and unused vacation pay calculated to the end of the minimum statutory notice period, if applicable, in accordance with the *Employment Standards Act, 2000*. The College shall also reimburse expenses incurred prior to the date of termination, subject to section 4.5, above.

7.2 If the parties do not renew the Executive's appointment in accordance with section 2.2, above, the Executive's employment with the College and appointment as President shall terminate upon the expiry of the Term in accordance with this section. The College shall pay to the Executive salary continuance in an amount equal to twelve (12) months' Base Salary in effect at that time (the "Post-Appointment Period"). The Executive shall also be entitled to participate in the Benefit Plans and the CAAT Plans to the end of the Post-



Appointment Period in accordance with paragraphs 7.6(c) and (d), below, which shall apply with necessary amendment to the Post-Appointment Period. The Executive shall not be entitled to a Performance Incentive Payment in respect of the Post-Appointment Period.

- 7.3 The Executive may terminate this Agreement and their employment with the College during the Term by providing three (3) months' prior written notice unless a shorter notice period is mutually acceptable to the Executive and the Board.
- 7.4 The College may terminate this Agreement and the Executive's employment at any time without notice, payment in lieu of notice or severance of any kind for wilful misconduct, disobedience or wilful neglect of duty that is not trivial and that has not been condoned by the College. The Executive shall not be entitled to a Performance Incentive Payment for the year in which a termination occurs under this section.
- 7.5 If the College has cause to terminate the Executive's employment at common law that would not meet the standard in section 7.4, above, the Executive will have no entitlement to reasonable notice or other damages at common law, but will be paid the minimum termination pay, severance pay and any other minimum entitlements owed under the *Employment Standards Act, 2000* upon termination of employment, including continued participation in the Benefit Plans and the CAAT Plans only to the extent required under the statute. The Executive shall not be entitled to a Performance Incentive Payment for the year in which a termination occurs under this section.
- 7.6 In any other case as permitted by law, the College may terminate this Agreement and the Executive's employment during the Term of the Agreement by providing written notice of termination or payment in lieu of notice in accordance with the following:
- (a) The College will provide notice or payment in lieu of notice by way of salary continuation for a period equal to twenty-four (24) months (the "Salary Continuation Period"). The College shall ensure that the Executive receives a portion of any notice provided under this paragraph as payment by way of salary continuance at least equal to any severance pay entitlement that the Executive has under the *Employment Standards Act, 2000*.
 - (b) The Executive shall be entitled to payment of a Performance Incentive Payment to the end of the Salary Continuation Period calculated in accordance with this paragraph. For the period of active employment measured from the start of the then current performance year to the Executive's last date of active employment, the Executive shall be entitled to a prorated Performance Incentive Payment, subject to the Executive meeting the applicable performance measures as determined by the Board. For the Salary Continuation Period, the Executive's Performance Incentive Payment entitlement shall be calculated by averaging the Executive's Performance Incentive Payments for the three (3) most recently

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complete performance years prior to the commencement of the Salary Continuance Period.

- (c) The Executive will continue to be eligible to participate in the full Benefit Plans, subject to their terms and conditions, until the end of the minimum statutory notice period as required under the *Employment Standards Act, 2000*. Following the expiry of the statutory notice period, the Executive will continue to be eligible to participate only in extended health, dental, life insurance, out-of-country coverage and private duty nursing, in each case subject to their respective terms and conditions and subject to any additional limits or caps imposed by the insurer or the Council, until the end of the Salary Continuance Period, and all other Benefit Plans will cease. The College and the Executive shall make their respective contributions to maintain the Benefit Plans under this section.
- (d) The Executive will continue to be eligible to participate in the CAAT Plans, subject to their terms and conditions, until the end of the Salary Continuance Period. The College and the Executive shall continue their respective contributions to the CAAT Plans.
- (e) Notwithstanding anything else in this section 7.6, in no case shall the payments under sections 7.6(a) and (b), whether in combination or otherwise, exceed twenty-four (24) months of the Executive's Base Salary unless the statutory compensation restraints applicable to the College and the Executive are amended to permit a higher total payment.

7.7 The Executive acknowledges and agrees that the payments and benefits described in this section 7 constitute reasonable compensation upon the termination of the Executive's employment, and are inclusive of any termination pay, severance pay or any other wages that may be owing to the Executive under the *Employment Standards Act, 2000*. Upon the College providing the Executive with such payments and benefits, the Executive shall not be entitled to any further notice, payment in lieu of notice, termination pay, severance pay, damages, costs or compensation in respect of the Executive's employment or the termination of the Executive's employment, whether under the *Employment Standards Act, 2000* or at common law.

8 GENERAL

8.1 This Agreement is the entire agreement between the parties and, upon the commencement of the Executive's appointment as President of the College on July 1, 2024, replaces all prior agreements or understandings. There is no term, condition, warranty or representation, collateral or otherwise, that may govern the employment relationship, other than those contained in this Agreement. Any modifications or amendments to this Agreement shall be made in writing and signed by both parties.



- 8.2 Each party represents that it has full power and authority to enter into and perform this Agreement and the person signing the Agreement on behalf of each party is properly authorized and empowered to sign it.
- 8.3 The Executive acknowledges that the Executive has read and understood this Agreement, and has been given an opportunity to seek independent legal advice with respect to its terms.
- 8.4 If any section, subsection, paragraph or sub-paragraph of this Agreement is found to be void or unenforceable in any legal proceeding, said provision shall be deemed to be severed from the remainder of this Agreement for the purposes only of the particular proceeding. The Agreement shall, in all other respects, continue in full force and effect.
- 8.5 No failure to exercise and no delay in exercising any right or remedy under this Agreement shall be deemed to be a waiver of that right or remedy. No waiver of any right or remedy under this Agreement nor any breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent reliance upon such right or remedy nor a waiver of any subsequent breach of that provision or of any similar provision.
- 8.6 This Agreement shall be binding upon the Executive and the Executive's respective heirs, executor(s), successors and assigns.
- 8.7 Upon the termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such termination to the extent necessary to carry out the intentions of the parties under this Agreement.
- 8.8 The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and the Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation of the Agreement more strongly against the party causing it to be drafted.
- 8.9 The headings in this Agreement are solely for convenience of reference and shall not affect its interpretation.
- 8.10 This Agreement shall be governed by and interpreted in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.
- 8.11 Any notice to be given to either party may be given by ordinary prepaid mail or personal delivery at the following addresses:

The College

Chair, Board of Governors
Mohawk College of Applied Arts and Technology
135 Fennell Avenue West
Hamilton, Ontario




The Executive

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Paul Armstrong
President
Mohawk College of Applied Arts and Technology
135 Fennell Avenue West
Hamilton, Ontario
L9C 0E5

[Signature page to follow.]



IN WITNESS WHEREOF the parties have executed this Agreement



Anna Filice
Chair, Board of Governors
Mohawk College of Applied Arts and Technology

May 21 24.

Date



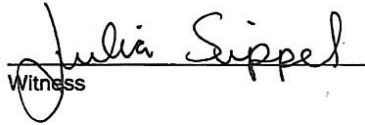
Witness



Paul Armstrong
Chief Operating Officer
Mohawk College of Applied Arts and
Technology

May 28/2024

Date



Witness