



August 1, 2019

Mr. Ron McKerlie

Dear Ron:

It is with great pleasure that I am writing to confirm our offer of contract renewal and reappointment for the position of President, Mohawk College Foundation ("Foundation") effective August 1, 2019.

Responsibilities:

The President is accountable to the Foundation's Board of Directors ("the Foundation Board") for all aspects of the organization's operations. In this role, you will:

- Develop and implement the business plan and strategic plan in conjunction with Mohawk College's ("the College") strategic and funding priorities.
- Direct the operations of the Foundation, ensuring compliance with all applicable laws and regulations and in fulfillment of the Foundation's mission, vision and values.
- Provide overall direction, control and effective administration of all strategic and annual plans and special fundraising initiatives and ensure the availability of resources to meet fundraising goals.
- Ensure and maintain effective management of operational and fundraising expenses, including developing the Foundation's operating budget and financial targets including benchmarks, performance measures and risk assessment.
- Manage the expectations of key donors of the College and build relationships amongst key constituents to provide philanthropic support.
- Build relationships with diverse donors and prospects to secure, maintain and grow contributions to the College.
- Provide leadership and strategic vision in developing relations with a large alumni base.
- Ensure the effective recruitment, development, organization and maintenance of human resource needs of the Foundation and establish performance objectives with all direct reports that are aligned with the overall goals of the Foundation.
- Safeguard the Foundation's role as trustee of donor's funds.

A handwritten signature in black ink, appearing to be 'D. McKerlie', located in the bottom right corner of the page.

The following are the terms and conditions of your employment and re-appointment with the Foundation.

Term:

The term of the re-appointment shall be five years commencing on August 1, 2019 and ending on July 31, 2024, unless earlier terminated by either party in accordance with the provisions of the agreement.

Salary and Benefits:

Your compensation package is comprised of salary and bonus, the levels and conditions of which remain unchanged.

Vacation Pay:

In lieu of paid vacation, the Foundation will pay you vacation pay in accordance with the Ontario Employment Standards Act, 2000. Your vacation(s) will be scheduled upon consultation with the Chair of the Foundation Board, and shall be sufficient each year to fully utilize the vacation time that is granted to you each year by Mohawk College.

Expenses:

You are entitled to reimbursement for reasonable expenses, as determined from time to time by the Foundation Board, for business travel, conferences, and entertainment as required in your capacity as President of the Foundation subject to the provision of documentation and receipts acceptable to the Foundation Board.

Confidentiality:

You acknowledge that during the course of your employment, you will acquire information about certain matters which are confidential to the Foundation and which information is the exclusive property of the Foundation including but not limited to student information and accounts, information concerning products and services, trade secrets and know-how, computer programs, employees and the financial history of the Foundation. You acknowledge that such information could be used to the detriment of the Foundation and therefore you shall not disclose such information in any manner, directly or indirectly, to any person without the prior written consent of the Foundation during or after the termination of this employment.

Ownership of Intellectual Property:

Any and all Intellectual Property made or created by you during the course of employment by the Foundation, whether at the Foundation's place of business or otherwise, and any other Intellectual Property owned by the Foundation, its partners, subsidiaries, affiliates or clients, shall be and remain the exclusive property of the Foundation and you shall have no right, title or interest therein even though you may have created or contributed to the creation of any Intellectual Property, and the Foundation shall have the sole and exclusive right, title and interest in and to the Intellectual Property, which right shall continue notwithstanding the termination of your employment.



On termination of this Agreement, you agree to return immediately to the Foundation all Intellectual Property in your possession.

Non-Solicitation:

You agree that during your employment and for a period of twelve (12) months from the termination of your employment for any reason, you will not, either directly or indirectly interfere with the contractual arrangements between the employees or independent contractors of the Foundation and will not in any way solicit, recruit, hire, assist others in recruiting or hiring, any employees or independent contractors of the Foundation.

Termination:

Although we envision a lengthy and mutually rewarding employment relationship, it is necessary to address the terms that will apply if it becomes necessary to end this employment relationship.

The Foundation Board may terminate your employment without notice to you in the event of cause.

It is further agreed that the Board has the right to terminate your employment without cause upon providing you with the greater of:

- (a) Six (6) months annual base salary (less required deductions); a sum equivalent to the average of the previous three years bonus pro rata for a six months period; and vacation pay as set out hereunder pro rata for a six months period; or
- (b) One (1) month's annual base salary (less required deductions); a sum equivalent to the average of the previous three years bonus pro rata for one month; and vacation pay as set out hereunder pro rata for one month for each completed twelve (12) month period of service or fraction thereof (from August 1, 2014 onwards) to a maximum of (12) months.

In the event that you are provided with the entitlements set out in paragraph a) or b), your benefit continuation will be limited to the minimum period of notice required under the Ontario Employment Standards Act, 2000.

For the purposes of clarity, you will not be entitled to common law notice or any further compensation in lieu of notice.

The Foundation agrees to cooperate with any reasonable and lawful request by you to pay out the aforesaid amount in a manner that allows you to minimize your tax liability (for example payment into an RRSP).

Resignation:

In the event that you decide to resign from your employment, we ask that you provide us with four (4) months' notice of resignation ("Resignation Notice Period"). In the event that you commence active employment with a competitor prior to or during the Resignation Notice Period, the Foundation may terminate the employment relationship immediately without any obligation to provide you with notice or pay in lieu of notice. Furthermore, the Foundation will not be obligated to pay you for the remainder of the Resignation Notice Period.



General:

- i) This Agreement constitutes the entire agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral.
- ii) This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Province of Ontario.
- iii) No amendment or waiver of any provisions of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise provided.
- iv) This Agreement shall be binding upon and enforceable by the parties hereto, and the heirs, executors, administrators and legal personal representatives of the employee and the successors and assigns of the Foundation. This Agreement is personal to the employee and may not be assigned by the employee.
- v) If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such enforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such provision shall be severable from the remainder of this Agreement.

If the foregoing terms of employment are acceptable to you, please indicate your acceptance by signing a copy of this letter in the space provided below.

If you have any questions or require additional information, please do not hesitate to contact me.


Yours truly,



Glen Steeves
Chair, Board of Directors
Mohawk College Foundation

I have read the contents of this letter and have been provided with the opportunity to seek clarification of the terms contained herein, and hereby accept employment with Mohawk College Foundation based on the terms and conditions outlined herein.

Aug 22, 2019
Date


Ron McKerlie

