



August 6, 2013

**Confidential**  
**Delivered Electronically**

Judith McGillivray

Dear Judith,

**Re: Employment Agreement**

We are pleased to offer you administrative employment with Vancouver Community College (the "College") upon the following terms:

1. Your term employment with the College will commence on August 6, 2013, and will remain in force for an approximate four (4) month period ending December 31, 2013.
2. You will be placed on the Administrators Salary scale at Step 6 of Paygrade 10, which is \$6,037.13 bi-weekly (\$86.2447 per hour).
3. This is a part-time appointment, under a 21 hour per week regular schedule.
4. You will be paid an additional 4% premium in lieu of vacation or other paid leave times.
5. The College will reimburse expenses incurred by travel to and from Nanoose Bay on a weekly basis, transit, parking and per diems @ \$50/day as per VCC policy up to a maximum of \$10,000. The College will also reimburse the costs of actual long distance telephone, fax, postage and other identifiable communication expenses.
6. You will have the option to contribute to the College Pension Plan during your work at the College, or to waive such contributions by completing the attached waiver form.
7. Additional terms and conditions of the College's offer are set out in Schedule "A" attached.



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250 West Pender Street, Vancouver, B.C., Canada V6B 1S9 • Tel 604 871 7000

**Schedule "A"**  
**Terms and Conditions of Employment**

The terms and conditions of employment set out below form part of the Employment Agreement between Judith McGillivray (the "Employee") and Vancouver Community College (the "College")

**1. EMPLOYMENT**

- 1.01 The Employee represents and warrants to the College that the Employee has the required qualifications, skills and experience to perform the duties and exercise the responsibilities that shall be required of the Employee under this Agreement.
- 1.02 During the term of this Agreement the Employee shall at all times:
- a. devote the Employee's time and attention, and provide the Employee's best efforts, skills and talents, to the business of the College during the Employee's working hours;
  - b. faithfully, honestly and diligently perform the duties and exercise the responsibilities that shall be required of the Employee under this Agreement;
  - c. deal at all times in good faith with the College, and with its Board members, instructional, administrative and other staff, students, suppliers and the Federal and Provincial governments; and
  - d. act at all times in the best interests of the College and in accordance with the Employee's obligations under this Agreement.
- 1.03 The Employee shall at all times comply with all applicable Federal or Provincial laws that may reasonably relate to the Employee's employment or to the business of the College.
- 1.04 This Agreement shall remain in effect throughout the Employee's employment with the College, notwithstanding any changes to the Employee's title, duties, responsibilities, Salary or other compensation.

**2. BYLAWS AND POLICIES**

- 2.01 Additional terms governing the Employee's employment are set out in the College's policy regarding terms of employment for excluded administrators. The Employee also agrees to comply with all applicable bylaws and policies that are in effect from time to time at the College. It is agreed that subject to the College and Institute Act, the introduction, amendment and administration of such bylaws and policies are within the sole discretion of the College. If the College introduces, amends or deletes such bylaws and policies as conditions warrant, such introduction, deletion or amendment shall not constitute a breach of this Agreement.

- 2.02 If there is a direct conflict between this Agreement and any College policy, this Agreement shall prevail to the extent of the inconsistency.

**3. SALARY**

- 3.01 For all services rendered by the Employee under this Agreement, the College shall pay the Employee a salary (the "Salary") The Salary shall be payable biweekly, in approximately equal instalments and is payable via timesheet.

**4. EXPENSES**

- 4.01 The College shall reimburse the Employee, in accordance with the College's policies, for all authorized travelling and other out-of-pocket expenses actually and properly incurred by the Employee in the course of carrying out the Employee's duties and responsibilities under this Agreement.
- 4.02 The Employee agrees to render to the College an itemized monthly expense report, together with original receipts, showing all expenses incurred on behalf of the College, and such other expense information as the College may reasonably require from time to time.

**5. CONFIDENTIAL INFORMATION**

- 5.01 In this Agreement, "Confidential Information" means information disclosed to, used by, developed by, or made known to the Employee in the course of the Employee's employment with the College which is not generally known by persons outside the College's organization including, but not limited to information (printed, electronic or otherwise) pertaining to the College's past, present, future and contemplated students, employees, assets, operations, practices, methods, facilities, equipment, technology, research, marketing methods or strategies, finances, inventions, routines, policies, and procedures.
- 5.02 The Employee acknowledges that the Employee shall have access to and be entrusted with Confidential Information in the course of the Employee's employment with the College, and that the College's business would be irreparably harmed if such Confidential Information were disclosed to, or used by, any person outside the College. The Employee acknowledges and agrees that the right to maintain the absolute secrecy of its Confidential Information is a proprietary right the College is entitled to protect.
- 5.03 The Employee covenants and agrees that the Employee shall not, except as required by law, either during the term of the Employee's employment under this Agreement or at any time thereafter, directly or indirectly, by any means whatsoever, divulge, furnish, provide access to, or use for any purpose other than the purposes of the College, any Confidential Information.

## **6. NON-SOLICITATION**

- 6.01 The Employee acknowledges that in the course of the Employee's employment with the College, the Employee will develop close relationships with the College's business partners, instructional, administrative and other staff, and students, and that the College's business and goodwill depend upon the development and maintenance of such relationships. The Employee acknowledges that the preservation of the College's goodwill and the protection of its relationships with its business partners, instructional, administrative and other staff, and students are proprietary rights the College is entitled to protect.
- 6.02 The Employee covenants and agrees that during the term of the Employee's employment with the College and for a period of two (2) months following its termination, regardless of the reason for such termination or the party effecting it, the Employee shall not, whether individually or in partnership or jointly or in conjunction with any person or persons, as principal, agent, shareholder, officer, employee or in any other manner whatsoever:
- a. solicit any business partner or student of the College to
    - i. purchase products or services of a nature or kind sold or supplied by the College, from any person or entity other than the College; or
    - ii. transfer their business from the College to any other person or entity; or
  - b. seek in any way to persuade or entice any member of the College's instructional, administrative or other staff to leave his or her employment with the College.

## **7. INJUNCTIVE RELIEF**

- 7.01 The Employee acknowledges and agrees that a breach by the Employee of any of the Confidential Information or non-solicitation covenants contained in this Agreement would result in irreparable harm to the College that could not adequately be compensated by way of a damage award. The Employee agrees that in the event of any such breach, in addition to damages and all other remedies available to the College at law or in equity, the College shall be entitled as a matter of right to obtain from a court of competent jurisdiction such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with the provisions of this Agreement.

## **8. TERMINATION OF EMPLOYMENT**

- 8.01 The College may terminate the Employee's employment at any time for Cause, without any notice or payment in lieu of notice. For the purposes of this Agreement, "Cause" means:
- a. any act, omission, or behaviour that constitutes just cause for dismissal at common law; or

b. any material breach by the Employee of a provision of this Agreement.

8.02 Either party may terminate the Employee's employment at any time and without cause by providing three (3) week's notice in writing to that effect. The College may excuse the Employee from performing any or all duties under this Agreement for any part of the two week's notice period.

8.03 Upon termination of the Employee's employment, for any reason:

- a. the College shall pay the Employee all Salary earned up to and including the Employee's last day of employment; and
- b. all files, computer disks, Confidential Information, information and documents pertaining to the College's business shall remain the property of the College, and shall promptly be delivered by the Employee to the College's office, and no copy, duplication or reproduction of any kind whatsoever shall be made of such files, computer disks, Confidential Information, information or documents without the express written consent of the College.

8.04 The termination provisions of this Agreement are subject to the requirements set out in the Public Sector Employers Act and the Employment Termination Standards Regulation, as amended from time to time.

## **9. INDEMNIFICATION**

9.01 The College shall indemnify and save harmless the Employee from any action, claim or proceeding brought against the Employee in connection with the proper performance of the Employee's duties

9.02 The College shall not indemnify or save harmless the Employee in connection with any action, claim or proceeding brought as a result of the Employee's breach of this Agreement or duty owed to the College, or for any fines imposed or legal fees incurred as a result of a charge, prosecution and/or conviction pertaining to an offence under Federal or Provincial law.

## **10. EMPLOYEE PERSONAL INFORMATION**

10.01 The College may collect employee personal information about the Employee, where it is reasonable for the College to do so for the purposes of establishing, managing and/or terminating the parties' employment relationship. The College may use and disclose the Employee's employee personal information only for those purposes, or as permitted or required by law.

**11. DISCLOSURE / CONFLICT OF INTEREST**

- 11.01 The Employee shall promptly disclose to the College the nature and extent of any interest of the Employee or any member of the Employee's family, whether as owner, shareholder, partner, lender or other investor, director, officer, employee, consultant or otherwise, in any business that is purchasing or selling, or that seeks to purchase or sell, goods or services from or to the College.

**12. GOVERNING LAW**

- 12.01 This Agreement shall be governed by the laws of British Columbia.
- 12.02 It is understood and agreed that the terms of this Agreement shall be subject to any and all laws, statutes, regulations, bylaws, Post Secondary Employers' Association guidelines, and government mandates that may from time to time apply to the employment of the Employee.

**13. SEVERABILITY**

- 13 01 All paragraphs and covenants contained in this Agreement are severable, and in the event that any of them shall be held to be invalid, unenforceable or void by a court of a competent jurisdiction, such paragraphs or covenants shall be severed and the remainder of this Agreement shall remain in full force and effect.

**14. ENTIRE AGREEMENT**

- 14.01 This Agreement contains the complete agreement concerning the employment of the Employee by the College and shall, as of the date it is executed, supersede any and all other agreements between the parties. The parties agree that there are no collateral contracts or agreements between them, that neither of them has made any representations, including but not limited to negligent misrepresentations, to the other except such representations as are specifically set forth in this Agreement, and that any statements or representations that may previously have been made by either of them to other have not been relied on in connection with the execution of this Agreement and are of no effect.
- 14 02 The Employee agrees that all restrictions contained in this Agreement are reasonable and valid and hereby waives any and all defences to their strict enforcement by the College. The Employee acknowledges that the Employee has been encouraged by the College to seek independent legal advice prior to the execution and delivery of this Agreement.
- 14.03 No waiver or modification of this Agreement or any covenant, condition or restriction herein contained shall be valid unless executed in writing by the party to be charged therewith

**15. CONSIDERATION**

- 15.01 The parties acknowledge and agree that this Agreement has been executed by each of them in consideration of the mutual premises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged. The parties waive any and all defences relating to an alleged failure or lack of consideration in connection with this Agreement

**16. INTERPRETATION**

- 16.01 Headings are included in this Agreement for convenience of reference only and do not form part of this Agreement.
- 16.02 In the event that this Agreement provides a lesser benefit to the Employee than the minimum standard contained in any applicable legislation, the minimum standard contained in such legislation shall prevail to the extent of the inconsistency.