

EXECUTIVE EMPLOYMENT AGREEMENT

THIS AGREEMENT is effective as of **May 2, 2024** (the "**Effective Date**")

BETWEEN:

THE BOARD OF GOVERNORS OF KEYANO COLLEGE
(hereinafter referred to as the "**Board**" or the "**College**")

-and-

SANDRA EFU of the City of Fort McMurray, 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 Executive is currently appointed in a Tier A position as Vice-President of Academic & Student Experience pursuant to an employment agreement effective February 24, 2023 (the "**Original Agreement**");

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 Interim President and Chief Executive Officer of the 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 *Public Sector Employers Act* (Alberta), the Ministerial Order, including Appendix 1 the *Reform of Agencies, Boards and Commissions (Post-secondary Institutions) Compensation Regulation* (Alberta) and Appendix 2 the *Reform of Agencies, Boards and Commissions Compensation Act* (Alberta) of the Ministerial Order, as well as the Guidelines thereunder;

AND WHEREAS the Executive and the Board now wish to 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 3.1;
- (c) "**Claim**" has the meaning set out in Section 9.1;
- (d) "**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;
- (e) **"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;
- (f) **"Contract Developments"** has the meaning set out in Section 4.7;
- (g) **"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;
- (h) **"Expiration Date"** means the earlier of:
- (i) One (1) year from the Effective Date; and
 - (ii) Upon thirty (30) days' written notice to the Executive from the Board Chair that this Agreement shall expire;
- (i) **"Health Benefits"** means group insurance coverage, which includes life insurance, accidental death and dismemberment, health, dental, long term disability and health spending account;
- (j) **"Just Cause"** means any matter that would constitute just cause for termination from employment at common law;
- (k) **"Ministerial Order"** means Ministerial Order 50-2023, and includes any amendments or replacements thereto;
- (l) **"Notice"** has the meaning set out in Section 10.11;
- (m) **"Original Agreement"** has the meaning set out in the Preamble;
- (n) **"Public Agency"** means a public agency to which the *Alberta Public Agencies Governance Act* applies;
- (o) **"Personal Information Disclosure"** has the meaning set out in Section 8.2;

- (p) **"Severance Payment"** has the meaning set out in Section 6.2;
- (q) **"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;
- (r) **"Resignation Notice Period"** has the meaning set out in Section 6.5;
- (s) **"Term"** has the meaning set out in Section 2.3;
- (t) **"Termination Date"** means the last day actively worked by the Executive under this Agreement as Interim President and Chief Executive Officer 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; and
- (u) **"Total Remuneration"** means the total amount of Base Salary and all benefits provided to the Executive under this Agreement, excluding the benefits referred to in Section 8.1 of the Appendix 1 of the Ministerial Order, as may be amended or replaced from time to time.

Article 2 EMPLOYMENT AND TERM

Employment

- 2.1 The College agrees to employ, on an interim basis, the Executive as Interim President and Chief Executive Officer. The Executive agrees to accept such employment in accordance with the express terms, duties, and obligations set forth in this Agreement.
- 2.2 The Executive will hold concurrent employment as the Vice President of Academic & Student Experience, but shall not perform the functions of the position while she is Interim President and Chief Executive Officer.

Term

- 2.3 The **"Term"** of this Agreement will commence on the Effective Date and end on the earlier of:
 - (a) The Expiration Date, at which time the Term shall automatically expire, and the Executive shall relinquish her role as Interim President and Chief Executive Officer and resume the duties of the Vice President of Academic & Student Experience pursuant to the terms of the Original Agreement, attached as **Schedule "B"**; and
 - (b) Upon the Executive's employment being terminated in accordance with Article 6 of this Agreement.
- 2.4 The Term is subject to any subsequent changes in law which may impact the Board's ability to provide such a Term of employment to the Executive.
- 2.5 This Agreement shall govern the Executive's employment during the Term and while the Executive is employed as Interim President and Chief Executive Officer.

Compliance

- 2.6 This Agreement is subject to the requirements of the Ministerial Order, including Appendix 1 and Appendix 2 of the Ministerial Order, and the Guidelines thereunder, as may be amended or replaced from time to time.
- 2.7 The Employee expressly acknowledges and agrees that any provision, right or entitlement provided for in this Agreement that is or may be determined by the Auditor General of Alberta or a Court of Law to be in contravention of the Ministerial Order shall be read down such that the provision, right or entitlement in this Agreement is in compliance with the Ministerial Order.

Article 3 COMPENSATION AND BENEFITS

Base Salary

- 3.1 During the Term of this Agreement, the College will pay the Executive an annual salary of **\$225,000**, less any withholdings required by applicable law (the “**Base Salary**”). The Base Salary shall be payable in accordance with the College’s payroll practices and procedures and is subject to review and adjustment during the Term at the discretion of the Board, with such discretion to be exercised in a manner that is compliant with all applicable policies, procedures, legislation, regulations, amendments, directives and guidelines.

Northern Living Allowance

- 3.2 To be eligible to receive the Northern Living Allowance, the Executive must work and reside in Fort McMurray or its vicinity. If the Executive qualifies for a Northern Living Allowance, the Executive will receive one thousand and forty dollars (\$1,040.00) monthly in bi-monthly instalments. The Northern Living Allowance is reviewed annually and is subject to budget approval.

Health Benefits

- 3.3 The Executive shall be entitled to participate in Health Benefits as made available by the College for the general benefit of its administration employee group at such rates as defined by College policy. All Health Benefits provided by the College to the Executive shall be done in accordance with the formal plan documents or policies, and any issues with respect to entitlement or payment of Health Benefits shall be governed by the terms of such documents or policies establishing the benefit in issue. The College reserves the right to change, substitute and delete benefits from time to time, so long as such change, substitution or deletion does not materially or detrimentally affect any right, protection or benefit to which the Executive is entitled, and that any resulting benefit shall be substantially similar to the benefits to which the Executive is entitled hereunder.
- 3.4 Notwithstanding Section 3.3, to the extent of conflict, the Appendix 1 of the Ministerial Order, as may be amended or replaced from time to time, and the Guidelines thereunder, shall take priority over the terms of the College’s health spending account or any Health Benefits provided for in Section 3.3.

Pensions

- 3.5 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 provided that the total cost of the foregoing entitlement to the College is not reasonably expected to be greater than if the Executive were a participant in the Management Employees Pension Plan established by the *Public Sector Pension Plans Act* (Alberta).

Vacation

- 3.6 The Executive is entitled to an annual vacation of thirty (30) days for each year, earned at the rate of 2.5 days per full month worked. No carry-over of annual vacation shall be permitted unless approved in writing by the Chair of the Board.

General Leave Days and Leaves of Absence

- 3.7 The Executive shall be eligible for sick leave and shall accumulate sick leave in accordance with College policy. Upon termination of employment of the Executive, no payment or compensation shall be made for unused sick leave.
- 3.8 The Executive shall be eligible for general leave days, including absences for illness leave, family illness leave, bereavement leave, personal leave, maternity leave, parental leave, adoption leave, and leave for attendance at a court or tribunal, as offered by the College to other non-bargaining unit employees. The Executive shall also be eligible for leaves of absence in accordance with the *Public Service Employment Regulation* (Alberta), if such leave is in the College's best interests.

Automobile and Parking

- 3.9 The College shall pay to the Executive a monthly automobile allowance in the gross amount of five hundred dollars (\$500.00), subject to applicable taxes.

Reimbursement of Expenses

- 3.10 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.

Total Remuneration

- 3.11 The Parties agree that all benefits provided to the Executive under this Agreement, excluding benefits outlined in Section 8.1 of Appendix 1 of the Ministerial Order, as may be amended or replaced from time to time, shall cost the College no more than 35% of the Executive's Total Remuneration.
- 3.12 The Parties agree that the Executive's Total Remuneration shall be no greater than the applicable maximum amount established in Schedule 2 of Appendix 1 of the Ministerial Order, as may be amended or replaced from time to time.

Taxes and Withholdings

- 3.13 Taxes or other amounts required by law to be deducted from any amount paid pursuant to the Agreement shall be withheld by the College and remitted on behalf of the Executive to the Canada Revenue Agency or the appropriate government entity.

Professional Development

- 3.14 In addition to the regulations, procedures, and guidelines outlined in College Policy 3.5 Professional Development, the Employee shall be entitled to an amount equal to 3% of the Executive's Base Salary for professional development initiatives. Any funds required over and above this amount will require the approval of the Chair of the Board.

Article 4 COVENANTS OF THE EXECUTIVE

Duties

- 4.1 During the Term, the Executive shall devote the Executive's full time to the College's affairs and shall faithfully and industriously perform all duties and responsibilities of her position as Interim President and Chief Executive Officer and as set forth in the Bylaws, Policy Statements and Position Description of President and Chief Executive Officer, as may be amended by the Board from time to time. During the Term and the Executive's appointment as Interim President and Chief Executive Officer under this Agreement, the Executive shall not be involved in any other appointment, business, undertaking or employment (including self-employment), unless the Executive complies with the *Conflicts of Interest Act* (Alberta), as applicable and as amended from time to time. Except as disclosed in the attached **Schedule "A"**, the Executive is not involved in any other appointment, business, undertaking or employment.
- 4.2 During the Term, the Executive shall faithfully and industriously perform such duties and exercise such powers related to the office of President and Chief Executive Officer in accordance with the *Post-secondary Learning Act* (Alberta) and as may be assigned or specified from time to time by the Board, so long as such duties and powers are as customarily done by a President and Chief Executive Officer in an educational institution of similar size and stature to the College. The Executive shall fulfill the accountabilities of the role of President and Chief Executive Officer to a high standard of professional competence.
- 4.3 The Executive shall truly and faithfully account for and deliver to the College all money, securities and things of value belonging to the College, which the Executive may from time to time receive for, from, and on account of the College.

Laws, Regulations and Policies

- 4.4 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.

Conflicts of Interest

- 4.5 The Executive must conduct herself 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 Conflict of Interest Policy as promulgated and amended from time to time.

Performance and Reporting

- 4.6 During the Term, the Executive reports directly to the Board, and the Executive's authority shall at all times remain subject to the authority of the Board.

Property Rights

- 4.7 The Executive acknowledges and confirms that the College shall be entitled to own and control all proprietary technology, and financial, operating, and training ideas, processes, and materials, including works of expression and all copyrights in such works, that are developed, created or conceived by the Executive during the course of this Agreement (collectively referred to as "**Contract Developments**"), to the extent that such Contract Developments relate to the College's current or potential business or undertakings or if such Contract Developments were in any part undertaken in connection with this Agreement or with College supplied software or equipment or on the premises of the College or its customers or contractors. The Executive agrees that all

copyrightable materials generated or developed under this Agreement, including computer programs and documentation, shall be owned exclusively by the College. Accordingly, the Executive hereby agrees to disclose, deliver, and assign all moral and legal rights associated with such patentable inventions, discoveries, and improvements, trade secrets, and all works subject to copyright, and further agrees to execute all documents, patent applications, and arrangements necessary to further document such ownership and/or assignment and to take whatever other steps may be needed to give the College the full benefit of them. In the event that the College promulgates a policy on intellectual property ownership after the Effective Date of this Agreement that applies to the Executive and results in any inconsistency between the newly created policy and this subsection, the policy shall govern.

- 4.8 Upon the Expiration Date or upon the Executive's employment being terminated in accordance with Article 6 of this Agreement, the Executive shall forthwith deliver or cause to be delivered to the College all books, documents, effects, money, securities or other property belonging to the College or for which the College is liable to others, which are in the possession, charge, control or custody of the Executive. The provisions of this Section shall survive the Term of this Agreement.

Article 5

CONFIDENTIAL INFORMATION

- 5.1 At all times during the Term of this Agreement and thereafter, 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. The provisions of this Article 5 shall survive the Term of this Agreement.
- 5.2 The Executive recognizes and understands that in performing the Executive's duties and responsibilities as Interim 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. The Executive therefore agrees that, so long as the Executive is employed by the College pursuant to this Agreement, the Executive shall not engage in any practice or business that competes, directly or indirectly, with the business of the College. The Executive further agrees that the Executive's fiduciary duties shall survive the termination of the Executive's employment for any reason.
- 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 5. The Executive hereby freely agrees that all restrictions contained in this Article 5 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 5. 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.

Article 6 TERMINATION

Termination for Just Cause

- 6.1 Prior to the Expiration Date, the College may immediately terminate this Agreement and the Executive's employment for Just Cause, without notice, pay, or any further obligation to the Executive except where otherwise stated in this Agreement and except for any accrued Base Salary, accrued Health Benefits and accrued vacation. The College will provide the Executive with written notice of immediate termination of this Agreement and the Executive's employment for Just Cause, which notice shall set out the particulars of the Just Cause.

Termination without Just Cause

- 6.2 Prior to the Expiration Date, the College may terminate this Agreement and the Executive's employment without Just Cause. In the case of termination without Just Cause, the Executive will be entitled to any accrued Base Salary, accrued Health Benefits and accrued vacation; plus:

- (a) Four (4) weeks' Base Salary per completed year of Continuous Service, to a maximum of fifty-two (52) weeks' Base Salary; and
- (b) Payment in an amount equal to the cost to the College for four (4) weeks of Health Benefits, excluding benefits outlined in Section 8.1 of Appendix 1 of the Ministerial Order, per year of Continuous Service, to a maximum of 16% of the amount in Section 6.2(a).

(the "**Severance Payment**").

- 6.3 Notwithstanding Section 6.2, in the event the Severance Period continues past the Expiration Date of this Agreement:

- (a) The Base Salary specified in Section 6.2(a) shall be calculated on the combination of:
 - (i) The Base Salary specified under this Agreement from the Termination Date to the Expiration Date; plus
 - (ii) The base salary provided for under the Executive's Original Agreement from the Expiration Date to the end of the Severance Period.
- (b) The value of the Health Benefits payment specified at Section 6.2(b) shall be calculated on the proportional value of the Base Salary calculated under this Section 6.3(a).

- 6.4 Any Severance Payment provided for under Sections 6.2 or 6.3 is conditional upon the Executive executing and returning a form of release provided by the College. If the College does not receive the executed release from the Executive within 30 days of the Termination Date, the College's only obligation to the Executive upon her employment being terminated without Just Cause will be:

- (a) any accrued Base Salary, accrued Health Benefits and accrued vacation; plus
- (b) termination pay strictly limited to the Executive's minimum entitlements, if any, owing under applicable employment standards legislation.

Claw-back

- 6.5 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 Health 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

- 6.6 Prior to the Expiration Date, the Executive may terminate this Agreement and the Executive's employment with the College by providing ninety (90) days' prior written notice to the Board (the "**Resignation Notice Period**"). The Executive will receive the Executive's Base Salary, Health Benefits and other entitlements provided for in this Agreement during the Resignation Notice Period, but shall not be entitled to any of the payments provided by Sections 6.2 or 6.3. Upon receipt of such notice of resignation from the Executive, the College may either require the Executive to continue to perform the Executive's duties until the end of the Resignation Notice Period, or the College may in its sole discretion terminate the Executive at any time after receipt of the notice, without additional compensation or obligation to the Executive, except for the amount of Base Salary which otherwise would have been payable to the Executive through the remainder of the Resignation Notice Period.

Other Termination

- 6.7 This Agreement, the Executive's employment and all obligations of the Board will 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) dissolution of the College;
 - (d) frustration of the employment relationship, or;
 - (e) mutual agreement in writing.

Article 7 POST-TERMINATION RESTRICTIONS

- 7.1 Subject to the *Conflicts of Interest Act* (Alberta), as amended from time to time or, if the Executive receives a waiver or reduction of the applicable restricted periods set out in the applicable legislation, the Executive shall not:
- (a) for a period of 12 months from the Termination Date, lobby any public office holder as defined in the *Lobbyists Act* (Alberta);
 - (b) for a period of 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 Interim President and Chief Executive Officer, directly acted for or advised a Department or Public Agency involved in the matter;
 - (c) for a period of 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 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 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.

7.2 The provisions of this Article 7 shall survive the Term of this Agreement.

Article 8 PRIVACY

- 8.1 The Executive acknowledges and agrees that the Executive will take all reasonable steps to protect and maintain personal information of the employees, students or consultants of the College obtained in the course of the Executive's employment with the College. The Executive shall at all times 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 INDEMNITY

- 9.1 Subject to Section 9.2, the College shall defend, indemnify and save harmless the Executive from and against all losses, damages, liabilities, fines, penalties, costs and expenses arising from any demand, claim, action, proceeding or order whatsoever (hereinafter called a "**Claim**") made or brought against the Executive directly or indirectly, to the extent that such Claim related to or arises as a result of or in connection with the Executive's performance of her obligations under this Agreement, except to the extent that such Claims result from the Executive's gross negligence and/or wilful misconduct.
- 9.2 The College agrees to indemnify and save the Executive harmless from and against all demands, Claims, costs, charges and expenses, including any amount paid to settle an action or satisfy a 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 being or having been the Interim President and Chief Executive 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.

- 9.3 The provisions of Sections 9.1 and 9.2 shall survive the Term of this Agreement.

Article 10 GENERAL

Fair and Reasonable

- 10.1 The Parties confirm that the termination notice and pay in lieu of termination notice provisions contained in this Agreement are fair and reasonable and the Parties agree that upon any termination by the Board pursuant to Sections 6.1 and 6.2, or 6.6 or upon any termination affected by the Executive pursuant to Section 6.5, the Executive, except in respect of amounts payable upon 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.

Sections and Headings

- 10.2 The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of the Agreement. The term "this Agreement" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent herewith, references herein to Articles and Sections are to Articles and Sections in this Agreement.
- 10.3 In this Agreement, words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

Entire Agreement

- 10.4 This Agreement and any other agreements expressly incorporated by reference herein, constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede and replace any and all prior agreements, undertakings, representations or negotiations pertaining to the subject matter of this Agreement. The Parties agree that they have not relied upon any verbal statements, representations, warranties or undertakings in order to enter into this Agreement.
- 10.5 The terms of this Agreement shall supersede the terms of any other agreement, plan, policy or practice of the College where such other plans, policies or practices differ from the terms of this Agreement. To the extent such plans, policies or practices are not amended by this Agreement, the terms of such plans, policies and practices shall apply to the Executive's employment with the College. If this Agreement conflicts with any entitlement under any other agreement, plan, policy or practice of the College, or the Indemnity, then the provisions of this Agreement will govern.

Benefit of Agreement

- 10.6 This Agreement shall ensure to the benefit of and be binding upon the heirs, executors, administrators and legal personal representatives of the Executive and the successors and assigns of the College, respectively. The obligation of the Board to make any payment to the Executive pursuant to this Agreement shall not be affected by, and the amount of such payment shall not be reduced by virtue of the death of the Executive in which event the amounts payable shall be paid to the Executive's spouse or legal representative. In the event of the death of the Executive, the College owes to the Executive's estate or beneficiary everything earned up to the time of death. The event of death terminates this Agreement.

Modification and Waivers

- 10.7 This Agreement may not be modified in any respect except in writing duly executed by the Parties, and no modification or amendment of any term, provision, or condition of this Agreement will be binding or enforced unless executed in writing by them.
- 10.8 No waiver of this Agreement shall be binding unless it is in writing signed by the Parties hereto. No waiver of a breach hereof shall be deemed to constitute a waiver of a future breach, whether of a similar or dissimilar nature.

Severability

- 10.9 If any provision of this Agreement is determined to be invalid and unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provisions or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

Assignment

- 10.10 Neither this Agreement nor the rights or obligations hereunder may be assigned by either Party.

Notices

- 10.11 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 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

To the College:

Keyano College
8115 Franklin Ave
Fort McMurray, AB T9H 2H7
Attention: Board of Governors

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.

Governing Law

- 10.12 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.

Provisions that Operate Following Termination

- 10.13 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 and Sections 2.6, 2.7, 4.3, 4.8, 6.4, 8.2, 10.1, 10.9 and 10.12 shall continue in full force and effect.

Independent Legal Advice

10.14 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.

Execution in Counterpart

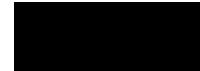
10.15 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by facsimile or email and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

IN WITNESS WHEREOF the Parties have executed this Agreement effective

as of the 2nd day of May 2024.

THE BOARD OF KEYANO COLLEGE

Per:



Donald Scott

Chair, Board of Governors of Keyano
College



WITNESS



SANDRA EFU

SCHEDULE "A" – CURRENT INVOLVEMENTS

No Involvements as of June 3 2024