

**THIS AGREEMENT made this 3<sup>rd</sup> day of January, 2018**

**EMPLOYMENT AGREEMENT  
(Hereinafter referred to as the "Agreement")**

**B E T W E E N:**

**YORK REGION DISTRICT SCHOOL BOARD  
(Hereinafter referred to as the "Board")**

**- and -**

**LOUISE SIRISKO  
(Hereinafter referred to as the "Director")**

**WHEREAS** the Board desires to retain the services of the Director to serve as the Director of Education and the Secretary Treasurer of the Board and the Director desires to accept such employment upon the terms and conditions hereinafter set forth.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the promises, payments and the mutual agreements and covenants herein contained and for other good and valuable consideration, the parties hereto agree as follows:

**1. Definitions**

In this Agreement, unless the context expressly or by necessary implication requires otherwise, the following words and phrases shall have the meanings indicated and grammatical variations shall have the corresponding meanings.

- (a) **"Board Operations"** means the operations and activities conducted from time to time by the Board;
- (b) **"Confidential Information"** shall have the meaning attributed to it in section 11 hereof,
- (c) **"Education Act"**, means the *Education Act* (Ontario) as amended or superseded from time to time hereafter and the regulations made thereunder from time to time; and
- (d) **"Term"** shall have the meaning attributed to it in section 3 hereof.

**2. Representation, Warranty and Retainer**

- (a) The Director represents and warrants to the Board (and acknowledges that the Board is relying thereon) that the Director has the required skills, experience and abilities necessary or desirable to perform her duties hereunder in particular without limiting the generality of the foregoing that she currently possesses all qualifications required under the *Education Act* to serve as Director of Education and Secretary-Treasurer of the Board.
- (b) In reliance upon the foregoing representation and warranty, the Board hereby exclusively employs the Director as Director of Education and Secretary-Treasurer of the Board and the Director hereby agrees exclusively to serve the Board, all upon and subject to the terms and conditions contained in this Agreement and the *Education Act*.

**3. Term of Employment**

The employment of the Director shall commence on January 15, 2018 and shall expire on January 13, 2023 (the “Term”), subject to earlier termination of the Term pursuant to section 13 hereof.

**4. Renewal**

- (a) By no later than March 31, 2022 the Director shall advise the Chair of the Board, in writing, whether she wishes to renew this Agreement. If the Board decides not to renew this Agreement, the Chair of the Board shall so advise the Director in writing no later than March 31, 2022, in which case this Agreement shall expire upon completion of the Term.
- (b) If both parties wish to renew this Agreement, negotiations will commence for a renewal Agreement for such duration and containing such terms and conditions as may be mutually agreeable and as permitted by the *Education Act* and other applicable legislation. The parties shall make every reasonable effort to conclude such negotiations and sign a renewal Agreement no later than May 5, 2022.

**5. Duties of Employment**

On behalf of the Board, the Director shall perform:

- (a) such duties and exercise such powers related to the offices of Director of Education and Secretary-Treasurer of the Board in accordance with Board policy and the applicable provisions of the laws of the Province of Ontario and, in particular, the *Education Act* (Ontario) including pursuant to section 283 thereof;

- (b) such further duties within the scope of her employment as may be assigned by the Board as determined by resolution of the trustees at any time and from time to time in keeping with her position as Director of Education and Secretary- Treasurer; and
- (c) shall diligently and faithfully serve and promote the best interests of the Board and shall conduct herself in accordance with Board policies and in accordance with applicable law and, in particular, the *Education Act*.

## 6. Performance Appraisals

The Board shall conduct an annual performance appraisal of the Director, in accordance with applicable Board policy, as amended from time to time, and with Ministry standards. The appraisal will take into account the provisions of this Agreement.

## 7. Director to Work Full Time

Subject to Section 10 as long as the Director is employed by the Board pursuant to this Agreement, she hereby agrees that she shall devote her entire working time, effort and attention to her duties under this Agreement. The Director acknowledges that the hours of work required for her position hereunder will vary and be irregular and may require travel. The Director further acknowledges that this section constitutes her agreement to work such hours where such agreement is required under the provisions of any applicable statute, law, rule or regulation. The Director shall not serve as a director or officer of any other firm, corporation or legal entity, without the prior written permission of the Board.

## 8. Compensation

The Director's appointment has taken place within the context of the compensation restraint provisions of wage freeze legislation, being the *Broader Public Sector Accountability Act, 2010* (the "BPSAA"), the *Broader Public Sector Executive Compensation Act, 2014* (the "BPSECA") and their respective regulations, as applicable ("Wage Restraint Legislation").

If any elements of the compensation package set out in this Agreement do not comply with Wage Restraint Legislation, these elements will only continue in force for the timeframe and to the extent permitted by law.

For her services to be rendered to the Board pursuant to this Agreement, the Director, so long as she is employed by the Board pursuant to this Agreement, shall receive the following compensation:

- (a) **Salary:** The Director shall be paid a starting annual salary of \$274,600, less applicable statutory deductions. The Director's salary for subsequent years shall be reviewed annually in accordance with Board policy, and as permitted by law.

- (b) **Vacation:** The Director shall be entitled to forty (40) days of vacation per Board vacation entitlement year to be used at such times as are agreed upon in advance by the Director and the Chair of the Board of Trustees. The Director shall be entitled to a prorated vacation entitlement (instead of forty (40) days of vacation) until June 30, 2018.

The Board's vacation entitlement year ends on June 30<sup>th</sup> of every calendar year. With the approval of the Chair of the Board, the Director may carry over up to 10 days of unused vacation (or alternatively may have up to 5 days paid out and up to 5 days carried over) within the following vacation entitlement year.

No unused vacation pay shall be payable to the Director upon cessation of employment except as required by the *Employment Standards Act, 2000*, as amended from time to time.

- (c) **Other Benefits:** at the sole expense of the Board, the Director is entitled to receive the following benefits :
- (i) **Professional Memberships:** to become a member of recognized educational associations in Canada and outside Canada.
  - (ii) **Car Expense:** the Director shall be reimbursed at the applicable Board mileage rate for actual usage of her personal vehicle for the Board's purposes, in accordance with applicable Board policy, as amended from time to time.
  - (iii) **Professional Development Allowance:** an allowance for recognized professional development activities in Canada and outside Canada to keep apprised of developments in education and pedagogy in an amount to be reviewed annually by the Board of Trustees, in accordance with applicable Board policy, as amended from time to time.
  - (iv) **Ontario Teachers' Pension Plan:** to be entitled to participate in the Ontario Teachers' Pension Plan on the same basis as the Board's supervisory officers.
  - (v) **Reimbursement of Expenses:** reimbursement for all reasonable out of pocket expenses incurred by her in connection with her duties hereunder subject to the Director providing receipts and/or vouchers therefore in accordance with the policies of the Board as determined from time to time.

- (vi) **Home office administrative support (Facsimile and Internet connectivity):** reimbursement for reasonable fees for current communication technology supports including Internet connectivity to a maximum determined by the Board and in accordance with Board policy, as amended from time to time. The Director understands that personal expenses incurred related to the use of technology will be borne by the Director.
- (vii) **Group Benefits:** subject to plan eligibility provisions, the Director shall be entitled to participate in all the benefit and life insurance plans generally available to supervisory officers of the Board until such time as Board employees, including the Director, shall be required to participate in the Employee Life and Health Trust. The Director shall then be entitled to the same benefits generally available to supervisory officers under the Employee Life and Health Trust, subject to any applicable Trust eligibility provisions.

9. **Sick Leave and Retirement Credit Gratuity Carry-Over**

- (a) The Director shall be entitled to carry over her sick leave credit gratuity already earned during her employment with her former school board in accordance with and subject to this Board's existing practices regarding the payment of sick leave credit gratuities in respect of its supervisory officers, and the requirements of the Ontario Teachers' Pension Plan and any applicable legislation.
- (b) In the event that the Director were to become eligible for payment of this gratuity in accordance with section 9(a), payment of the gratuity shall be pro-rated based on the Director's completion of one (1) or more complete years of employment with this Board. Complete years of employment shall be calculated as starting on the date this Agreement is executed, and ending on the anniversary of the date of execution. The Director shall not be entitled to any payments under section 9 of this Agreement prior to January 15, 2019 (the anniversary of execution of this Agreement). The parties recognize that the terms set out herein must be interpreted in a manner consistent with applicable legislation, including Wage Restraint Legislation. The parties agree to review these terms in good faith should it be required in order to comply with any applicable legislation.

**10. Business Opportunities**

The Director hereby agrees that any business opportunity of any kind whatsoever and howsoever arising relating to Board Operations which becomes known to the Director while he is a party to this Agreement is the property of the Board and shall be disclosed to the Board to be developed and pursued for the benefit of the Board. The parties acknowledge that the covenant contained in the section is in addition to and is not intended to supplant or replace any other rights and obligations of any kind whatsoever and howsoever arising relating to the subject matter thereof. This shall not preclude the Director from pursuing publishing opportunities and speaking engagements that may generate income for the Director in addition to her monetary compensation pursuant to this Agreement, provided that such endeavours do not interfere with the Director's duties and responsibilities for the Board. It is the Director's responsibility to inform the Chair of all such endeavours before they are embarked upon and to seek the Chair's advance written approval, which approval shall not be unreasonably withheld.

**11. Confidentiality**

The Director hereby acknowledges and agrees that the Board has a proprietary interest in, and that the Director shall not disclose, any and all confidential information concerning the Board including, without limitation, any information with respect to the Board Operations, its employees, students, suppliers, and other information which are not otherwise available in the public domain (collectively "Confidential Information"). The Director hereby acknowledges and agrees that the disclosure of any of the Confidential Information to anyone shall be highly detrimental to the Board. Other than pursuant to any statutory obligation, the Director further agrees that she shall not, after the date hereof, disclose the Confidential Information to anyone or use the Confidential Information for any purpose whatsoever without the prior written consent of the Board. The parties acknowledge that the covenant contained in this section is in addition to and is not intended to supplant or replace any other rights and obligations of any kind whatsoever and howsoever arising relating to the subject matter hereof.

**12. Interventions, Know-How and Copyright**

- (a) Any and all inventions and improvements which Director may conceive or make during the period hereof (whether or not conceived during working hours and whether at the premises of the Board or elsewhere), relating, pertaining or connected in any way whatsoever to or with Board Operations and/or any matters which have been, are or may become the subject of the Board's investigations or in which the Board has been or may become interested shall become from their creation or conception the sole and exclusive property of the Board throughout the universe. The Director shall, forthwith upon the request of the Board whether during or after the Term, execute and deliver any and all applications, assignments and other instruments which the Board shall deem necessary or desirable in order

to apply for and obtain intellectual property protection including, without limitation, letters patent of Canada or any foreign county for the inventions and improvements at the sole expense of the Board. All such inventions and improvements, from the creation and/or conception shall be deemed works made for hire within the meaning of all intellectual property law.

- (b) The Director hereby appoints the Board as her agent and attorney in fact to sign in the Director's name any instruments or other documents which have not been signed by the Director and received by the Board within ten (10) days following the Board's request therefore, and to make appropriate disposition of them provided they are consistent with the terms of this Agreement.
- (c) The Director acknowledges and agrees that all aspects of the Director's work product developed by the Director in order to perform her duties are owned by the Board, its successors and assigns, from the time of creation and, in the event that and to the extent that, notwithstanding the foregoing provisions, the Director has retained any right, title or interest in and to the Work Product, the Director hereby assigns and transfers to the Board, its successors and assigns all of her right, title and interest, if any, throughout the world in, to and associated with the Work Product, including but not limited to copyright, ideas, inventions, and other intellectual property rights therein. The Director hereby specifically waives in favour of the Board, its successors and assigns, all "moral rights", if any, arising at law or by statute, that she has in or relating to the Work Product including, without limitation, the right to attribution of authorship, the right to restrain any distortion, mutilation or other modification of the Work Product, and the right to prohibit any use of the Work Product in association with a product, service, cause or institution that might be prejudicial to her honour or reputation. In addition to the foregoing, to the extent that the Work Product includes confidential information or trade secrets, the Director agrees to treat same as confidential proprietary to the Board, its successors and assigns, in accordance with the provisions of Section 11.

### 13. **Termination**

- (a) **Termination by Board for Breach or Cause:** The Board shall be entitled to immediately terminate the employment of the Director, at any time during the Term, for cause subject to Regulation 309 under the *Education Act*, as amended and/or substituted from time to time, upon the occurrence of one or more of the following events, namely:
  - (i) Any material breach or non-observance by the Director of her agreements or covenants herein contained, provided that the Board has given the Director thirty (30) days prior notice of such breach or non-observance and:

- (A) The Director has not rectified the same; or
- (B) If such breach is not capable of being rectified within the said thirty (30) days,

provided that the Director has not commenced within the said thirty (30) days and is not continuing diligently to attempt to rectify such breach;

- (ii) Any reason constituting just cause at law including, without limitation, dishonesty, incompetence, persistent absenteeism, the unjustified and repeated refusal or inability to implement or comply with the policies established by the Board or the wilful and continued neglect of her duties hereunder provided that cause shall not be limited to cause as provided in section 287 (1) of the *Education Act*;
  - (iii) This Agreement shall automatically terminate upon the death of the Director.
  - (iv) The Board may terminate the employment of the Director and this Agreement in the event that the Director becomes totally disabled from performing her duties and responsibilities.
- (b) **Termination by Director with Notice:** The Director shall be entitled to terminate her employment by giving to the Board six (6) months' prior written notice provided that upon receiving such notice the Board may, in its sole discretion waive such notice in whole or in part.
- (c) **Termination by Board Without Cause:** In the event of termination of the employment of the Director by the Board without cause during the Term of this Agreement, the Director shall be entitled to a minimum severance payment of twelve (12) months but shall not exceed any maximum payout as prescribed by law at the time of the termination. The severance payment shall be a lump sum payment in lieu of notice of termination, severance pay, vacation pay, and all other allowances and expenses payable under this Agreement during the notice period. The severance payment shall be subject to legal restrictions in place at the time of termination. In the event that the Director's employment is terminated by the Board without cause, the Board will continue to contribute its share of the benefit premiums to all group insurance benefits and any required pension contributions, if any, for the notice period upon termination of employment (excluding short-term and long-term disability benefits beyond the statutory notice period required by the *Employment Standards Act, 2000*, as amended from time to time).



For clarity, section 13(c) shall not apply when this Agreement is not renewed and expires at the end of its Term, in accordance with sections 3 and 4 above.

**14. Indemnity and Errors and Omission Insurance**

- (a) Subject to the coverage, exclusions and conditions contained in the insurance policies obtained and maintained by the Board from time to time, the Board agrees that it shall defend, hold harmless and indemnify the Director and the Director's heirs, executors, administrators and personal representatives, now and following termination of the Director's employment for any reason, from any and all actions, causes of action, applications, claims, demands, suits or legal proceedings brought against the Director in respect of any actual or alleged error or misstatement or misleading statement, or act or omission which constitutes neglect of duty or neglect or breach of duty in the performance of her duties for the Board. The Board's obligations in respect of the foregoing shall include payment of fines, costs, charges, expenses of a civil, criminal or administrative action or proceeding.
- (b) The Board shall maintain in full force and effect with reputable insurers an errors and omission insurance policy to provide the Director with indemnity coverage for all compensatory damages and all reasonable legal expenses for any claims made against the Director in respect of any of the matters described in this section.

**15. The Municipal Freedom of Information and Protection of Privacy Act**

This Agreement is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. The Director hereby consents to the public release of the details and sections of this Agreement respecting salary, benefits, and the length of the Term.

**16. Survival of Certain Provisions**

For greater certainty, notwithstanding the termination of the employment of the Director (whether it be terminated by the Director or the Board), the provisions of sections 10, 11, 12, 14 and 15 above shall continue in full force and effect indefinitely.

**17. Severability**

The parties hereto further covenant and agree that if any section, paragraph, subparagraph, covenant, proviso, agreement, term and/or condition of this Agreement is determined by a court of competent jurisdiction to be void, voidable, invalid and/or unenforceable, in whole or in part, for whatever reason, such determination shall not affect or impair the validity or enforceability of any other section, paragraph, subparagraph, covenant, proviso, agreement, term and/or condition of this Agreement, nor any part or parts thereof nor that of this Agreement as a whole. Provided that if any section, paragraph, subparagraph, covenant, proviso, agreement, term and/or condition

of this Agreement is determined void, voidable, invalid and/or unenforceable, in whole or in part, for whatever reason, such section, paragraph, subparagraph, covenant, proviso, agreement, term and/or condition, or the relevant part or parts thereof, shall be deemed null and void to the extent of such invalidity and/or unenforceability, and shall be deemed severed from the other sections, paragraph, subparagraphs, covenants, provisos, agreements, terms and/or conditions contained in this Agreement without in any manner affecting the validity or enforceability of this Agreement.

**18. General**

- (a) This Agreement constitutes and expresses the entire agreement between the parties with respect to the employment of the Director by the Board. There are not and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties which are not expressly stated herein. This Agreement may not be amended or modified in any respect except by written instrument signed by all of the parties. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the part purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.
- (b) Time shall be of the essence in this Agreement.
- (c) This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- (d) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and shall be treated in all respects as an Ontario contract. Each party hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this Agreement.
- (e) Section headings contained herein are included solely for convenience or reference, are not intended to be full or accurate descriptions of the contents thereof and shall not be considered part of this Agreement.

**19. Conflict Resolution**

Any conflict or dispute with respect to the application or interpretation of this Agreement will be dealt with by the Director and the Chair attempting to resolve the matter. If not resolved, the parties agree to refer the matter to Mediation and, if still not resolved, to Arbitration by a single Arbitrator pursuant to the *Arbitrations Act of Ontario*. The Director shall be allowed to access independent legal counsel at her sole discretion, which legal fees shall be reimbursed up to a maximum of \$5,000.00. All costs of mediation or arbitration (other than legal fees) related to the dispute shall be borne by the Board.

**20. Independent Legal Advice**

The Director acknowledges and agrees that the opportunity to seek independent legal advice was offered by the Board prior to executing this Agreement.


**21. Notices**

All notices, requests, demands or other instruments or communications required or permitted to be given hereunder or in connection herewith may be hand delivered or sent by registered mail from a Post Office in Canada, postage fully prepaid, or sent by telecopier or other electronic means of written communication tested prior to transmission to the extent such testing is available and addressed to the addressee as follows:

In the case of the Board:

60 Wellington Street West, Box 40  
Aurora, Ontario L4G 3H2  
Attention: Board Chair  
**Strictly Personal and Confidential**

In the case of the Director:

  
Attention: Louise Sirisko  
**Strictly Personal and Confidential**

or at such other addresses as any of the said parties shall by notice direct. All notices, requests, demands, or other instruments or communications shall be deemed to be received (a) on the date of delivery, if delivered on a business day during the usual business hours of the jurisdiction wherein the recipient is situate, or if not a business day or during such usual business hours, on the business day next following the day of discovery, and (b) on the forty-eight (48) hours following the mailing thereof, if mailed. In the event of a mail strike or postal interruption at any time during the currency of this Agreement, all notices, requests, demands or other instruments or communications shall be delivered. All notices, requests, demands or other instructions or communications shall be delivered. All notices, requests, demands or other instruments or communications sent by telecopier or other electronic means of written communication shall be deemed to be received six (6) hours after transmission if sent during the business hours of the jurisdiction wherein the recipient is situate or if not sent during such business hours, then at the opening of business on the next business day or such jurisdiction.

**IN WITNESS WHEREOF** this Agreement has been duly executed, sealed and delivered by the parties hereto on the date first written above.

Dated at Aurora, this 11<sup>th</sup> day of January, 2018.

**SIGNED, SEALED AND DELIVERED  
in the presence of:**

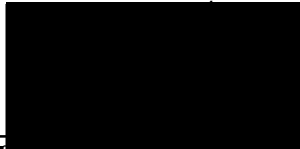
**YORK REGION DISTRICT SCHOOL  
BOARD**



**Corrie McBain  
Chair of the Board**



**Wanda Muirhead-Toporek  
Chief Financial Officer**



**Louise Sirisko  
Director of Education**