



Setting the Standard for Great Teaching  
Fixer la norme pour un enseignement de qualité

## Memo

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**Date:** September 29, 2020  
**To:** Members of Council  
**From:** Michelle Miner Seal  
Chair, Human Resources  
**Subject:** Recruitment Update

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The Human Resources Committee met on September 23 and September 28, 2020 to address the following Council motion:

**That Council commence an internal/external hiring process to find a suitable candidate who could be offered a short-term appointment as Interim Deputy Registrar for the period August 26, 2020 to January 22, 2021.**

Following approval of the Council motion, the current Registrar on leave submitted a formal letter of resignation. As a result of this resignation, the Human Resources Committee is proposing the following motions for Council's consideration:

**That Council rescind the following motion:**

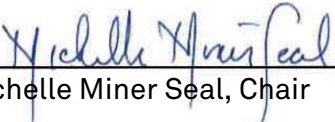
**That Council commence an external/internal hiring process to find a suitable candidate who could be offered a short-term appointment as Interim Deputy Registrar for the period August 26, 2020 to January 22, 2021.**

and

**That Council approve the Recruitment Plan for the position of Registrar and Chief Executive Officer as outlined in Document GC20201001-115, Attachment 1.**

Attached for information are the following:

- Recruitment process plan
- Position description and competencies
- Position posting
- Employment contract templates

  
Michelle Miner Seal, Chair

## **Proposed Recruitment and Selection Process Registrar and Chief Executive Officer Position September 2020**

### **Issue**

The College's Registrar and Chief Executive Officer (CEO), Michael Salvatori, is currently on a self-funded leave. He has provided formal notification of his intent to resign his position at the end of his leave on January 22, 2021. The Human Resources Committee is recommending a process to Council for the selection of his successor.

### **Relevant Legislation**

As outlined in the *Ontario College of Teachers Act*:

Section 9 (2) Council shall appoint one of its employees as the Registrar.

Section 9 (3) The Registrar shall be the chief executive officer of the College.

Section 4 (3) The Registrar shall serve as secretary to Council and has all the rights of participation at meetings of the Council that a member of the Council has, other than the right to vote.

### **Recruitment Recommendations**

#### **Composition of a Selection Committee**

The Selection Committee will be composed of the members of the Human Resources Committee, the Chair of the Finance Committee and the Chair of the Governance Committee. The rationale for including the Chairs of the Finance and Governance Committees is that financial oversight is a major portfolio for the Registrar and CEO position, and corporate governance and the relationship between direction setting (Council) and execution (Operations) is fundamental to the role. Given the major anticipated changes in the College's governance structure, which all have a financial impact on the College's budget, it will be a definite asset to have both the Chairs of the Governance Committee and of the Finance Committee serve on the Selection Committee.

The Chair and Vice-Chair of the Human Resources Committee will serve as the Chair and Vice-Chair of the Selection Committee.

#### **Responsibilities**

The HRC will be responsible for:

1. Development of a job description and competency profile for the position.
2. Development of the hiring requirements for the position.

3. Providing approval for all competition-related advertising.

The Selection Committee will be responsible for:

1. Short listing of candidates.
2. Development of candidate interview questions and consistent scoring rubric.
3. Conducting candidate interviews.
4. Receiving, evaluating and scoring references conducted by the Chair of HRC with the support of College staff.
5. Recommendation of a successful candidate to Council for final approval.

### **Requirements for the Position**

The Selection Committee will ensure that the recommended candidate for the position of Registrar and CEO meets the requirements as outlined in the job description and competency profile, included as Attachment 2 to the Human Resources Committee Report.

### **Advertising**

The position posting will be distributed widely so that potential applicants have a reasonable opportunity to learn about the competition. Advertising will be circulated through various electronic channels/mediums.

Regular recruitment avenues include:

- College website
- Indeed
- LinkedIn
- Canadian Network of Agencies of Regulation (CNAR) (English and French)
- Email subscriber list (10K English, 600 French)

Additional avenues include:

- Your College and You, the College's member e-newsletter (English and French)
- Ministry of Education (English and French)
- HR Regulator network
- Faculties of Education (English and French)
- Principal and Supervisory Officer Organizations (English and French)
- School boards (English and French)
- Ontario Teachers' Federation and its affiliates
- Apply to Education and Education Canada
- Equitek – A diversity and inclusion platform
- Association des gestionnaires de l'éducation franco-ontarienne (agéfo) (French)
- First Nations Jobs Online
- Indigenous Careers
- Governance Professionals of Canada – Job Postings

## Application Period

The minimum posting period for College positions is ten working days. Given that this is the position of Registrar and CEO, the duration of the posting will be 25 days, giving it an October 30 close, to allow adequate time for the vacancy to become known and to allow applicants enough time to apply.

## Applications

Applications will be submitted through the College's online application system. A complete package of applications received will be forwarded to the Chair of HRC for review. Each of the applications will be reviewed against the established requirements for the position and those eligible for hiring will constitute the long list. The Selection Committee will review the long list to determine a short list of candidates for interviews.

## Interviews

Consistent with the College's staff handbook, a minimum of three candidates will be shortlisted for interviews. Short-listed candidates will be invited to an interview on November 13, 2020. Candidates will be informed of the composition of the interview panel and the format for the interviews.

## References

Reference checks will be conducted by the Chair of HRC with the support of staff.

The results of the reference checks will be summarized and shared for information with all members of the Selection Committee.

## Appointment of a Candidate

The Selection Committee recommendation is subject to final approval by Council. The recommendation will be presented to Council at the December 3-4, 2020 meeting.

## Critical Path

The following timelines are recommended to guide the process for the selection of the next Registrar and Chief Executive Officer. *(Dates may be adjusted in the event of a scheduling conflict.)*

September 23	Human Resources Committee (HRC) receives input from current Registrar on leave
September 28	HRC finalizes: job description, competency profile, communiqué to staff, poster for recruitment, and staffing and recruitment plan ( <b>HRC</b> )
October 1-2	Council approves recruitment plan ( <b>Council</b> )
October 5	Launch advertisement for vacant position both internally and externally ( <b>HRC</b> )

	Deadline for applicants: October 30
October 30	Forward applications received (long list) to Chair of HRC ( <b>Staff</b> )
November 6	Develop short-list of candidates for interviews, and finalize interview questions and scoring rubric ( <b>Selection Committee</b> )
By November 11	Contact short-listed candidates to confirm interviews ( <b>Staff</b> )
November 13	Interviews ( <b>Selection Committee</b> )
November 16 to November 20	Second round interviews (if required), deliberations ( <b>Selection Committee</b> ) and reference checks ( <b>Chair of HRC and Staff</b> )
November 23	Provide report to Council with recommendation finalized ( <b>Selection Committee</b> )
December 3-4	Presentation of recommendation to Council ( <b>HRC</b> )
December-January	Onboarding and transition
January 2021	Successful candidate assumes role

# **Registrar and Chief Executive Officer Ontario College of Teachers Job Description and Competencies**

## **Roles**

The Registrar is the Chief Executive Officer for the Ontario College of Teachers (the College), reporting to Council and responsible for the administration of the *Ontario College of Teachers Act* (the Act) and associated regulations, including:

1. As per Section 18(1) the Registrar shall issue certificates of qualification and registration for the province of Ontario.
2. As per Section 23, the Registrar shall maintain a Register containing the legislated requirements for certified teachers in Ontario.
3. As per Section 8, the Registrar shall administer the election of members to the Council of the College.
4. As per part IV of the Act, the Registrar will fulfill the duties related to investigating complaints involving members, conducting hearings into allegations of professional misconduct and fitness to practise, and taking appropriate disciplinary or corrective action.
5. The Registrar is the Chief Executive Officer of the College and reports to the College Council.

## **Duties and Responsibilities**

- The Registrar serves as Secretary to the Council and has all the rights of participation at meetings of the Council that a member of the Council has, other than the right to vote.
- The Registrar fulfills all of the following duties:
  1. Issues or refuses to issue certificates of qualification and registration to persons who apply for membership; Imposes terms, conditions or limitations on certificates of qualification and registration.
    - Responsible for the maintenance of membership records, evaluation of applicants for membership, client services and administration of registration appeals;
    - Develops, maintains and enhances the Standards of Practice in education, and accreditation of Teacher Education Programs;

2. Maintains a public register containing the names, class of certificate of qualification and registration and additional qualifications, as well as terms, conditions and limitations imposed thereon and a notation of every revocation, cancellation and suspension of a certificate of qualification and registration.
3. Acts as returning Officer for the purpose of elections of members to the Council of the College. Decides all matters incidental to the election including eligibility to be nominated, and to vote.
4. Initiates a Registrar's investigation where there are reasonable and probable grounds for such action.  
  
Receives complaints and ensures processes for Investigation, Discipline and Fitness to Practise panels. Communicates through staff with affected parties and implements committee or panel decisions.
5. The Registrar as CEO, directs and supervises the work of the staff of the College:
  - Supports the Council in the execution of its responsibilities under the Act and regulations;
  - Directs the operations of the College by establishing strategic priorities to ensure the success of the Strategic Plan, Mission and Vision.
  - Responsible for the College's financial and corporate management including planning and organizing the human and financial resources.
  - Liaises and networks with government and educational constituencies
  - Instructs legal counsel and enforces the provisions of the Act and regulations;
6. Performs other activities as are appropriate under the Act or related duties assigned by the Council.

## **Position Requirements**

- Bilingualism is a definite asset.
- A minimum of a master's or other post-graduate degree preferably in a related field of policy, education, law or business.
- Eligibility for membership in good standing with the Ontario College of Teachers is an asset.
- Leadership skills in recent business transformation (change management).
- Leadership experience in the regulatory sector.
- Extensive and recent senior management and budget administration experience.
- Extensive experience working with and supporting a board of directors, council or other governance structures and their committees.
- Effective communication and consensus building skills; able to create and maintain a positive work environment.
- Knowledge and understanding of current issues, legislative trends, policies and laws governing the profession of teaching in Ontario.

## Competencies

<p><b>Strategic Thinking</b></p>	<p>Provides direction and strategic advice to Council and Senior Staff.</p> <p>Develops strategies to manage the scope and pace of change</p> <p>Advances College’s Mission, Vision and Strategic priorities through operational responsibilities and effectiveness.</p> <p>Anticipates and prepares for current and future opportunities and set-backs.</p>
<p><b>Engagement</b></p> <p>Mobilizing People, Resources and Partners</p>	<p>Cultivates effective relationships and networks with stakeholders in the education and regulatory sectors.</p> <p>Provides clear and consistent communication links, up, down and throughout the organization and networks.</p> <p>Assists Council, Council Chair and staff in understanding the legislative and political changing environment.</p>
<p><b>Management Excellence</b></p> <p>Action Management</p> <p>People Management</p>	<p>Oversees the operational management of the College with measurable positive results.</p> <p>Models transparency and fairness in compliance with the mandate of the public interest.</p> <p>Provides leadership to senior staff and managers by setting and monitoring College-wide performance objectives and providing ongoing coaching and feedback.</p> <p>Models integrity and respect by demonstrating values, ethics and transparency in all human resource activities.</p> <p>Implements effective strategies to create and maintain a positive work environment.</p>

<b>Financial Management</b>	<p>Manages budgets and assets by allocating and managing resources transparently.</p> <p>Reviews results of audits and evaluations to determine pathways for improvements within a realistic timeline.</p> <p>Provides objective, credible and timely reports to Council.</p> <p>Ensures planning is consistent with Strategic Priorities, approved budgets and resources all measurably tied to the College mandate.</p>
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## **Registrar and Chief Executive Officer Ontario College of Teachers**

***4-Year Employment Contract (one year renewable)***  
*January, 2021 to December 31, 2024*

*Competitive Salary*

The Registrar is the Chief Executive Officer (CEO) of the College of Teachers (the College) who reports to the Council, and is responsible for the administration of the *Ontario College of Teachers Act* and its associated regulations. As CEO, the Registrar is also responsible for the financial, human resources and operations of the College.

### **Roles and Responsibilities: The Registrar and CEO**

- Issues certificates of qualification and registration for the province of Ontario
- Maintains a Register containing the legislated requirements for certified teachers of Ontario
- Administers the election of members to the Council of the College
- Is the Secretary to the Council
- Is the Chief Executive Officer of the College
- Reports to College Council

### **Position Requirements**

Bilingualism a definite asset

A minimum of a Master's or post-graduate degree preferably in a related field of policy, education, law or business

Eligibility for membership with the Ontario College of Teachers is an asset

Leadership skills in recent business transformation (change management)

Leadership experience with regulators

Extensive and recent senior management and budget administration experience

Extensive experience working with and supporting a board of directors, council or other governance structure and its committees

Effective communication and consensus building skills

Knowledge and understanding of current issues, legislative trends, policies and laws governing the profession of teaching in Ontario

**To apply, please forward your resumé and cover letter no later than October 30, 2020 to the Chair of Human Resources Committee (HRC) at [careers@oct.ca](mailto:careers@oct.ca).**

**Interviews will be held on November 13, 2020**

Contract employment for external hire – Registrar

**PERSONAL AND CONFIDENTIAL**

(Date)

Name  
Address

Dear (name),

**Re: (number) (X) year Employment Agreement**

Conditional on the approval of College Council on (date), (year), I am pleased to offer you the position of Registrar and Chief Operating Officer (CEO) with the Ontario College of Teachers (hereinafter referred to as “the College”) for a (number) (X) year term from date 20XX to date 20XX.

This letter sets out your employment agreement with the College for this (number) (x) year(s) as Registrar and CEO beginning (date) 20XX and ending (date) 20XX at which time, your employment will end, or can be renewed for a new one (1) year term upon mutual agreement.

Your (number) (X) year employment will be subject to the following terms and conditions:

1. **Scope of Work**

As the Registrar and CEO, you will report to the to the Chair of the College Council, a summary of your duties is attached (job description) herewith.

2. **Term of Employment**

Your employment in this position will commence on (date) 20XX and will end on (date), 20XX.

At the end of this (number) (X) year(s) as Registrar and CEO, your employment will end unless a new term is reached, signed, and approved by the College’s Council.

3. **Salary**

The College will pay you a gross annual salary of \$xx, less required deductions and payable bi-weekly in arrears by direct deposit. This rate is based on the current salary scales and will be adjusted to reflect CPI or base salary increases for the new year(s) (20xx, 20xx), once approved by the Council.

4. **Pension and Benefits**

You will be entitled to participate in the Ontario Teachers' Pension Plan and /or You will be entitled to contribute to the Ontario Municipal Employee's Retirement Plan (OMERS).

You will also be eligible to participate in the benefit plans currently available to College' employees in accordance with the terms of such benefit plans, in effect and as amended from time to time. Please note that the Deputy Registrar and the Registrar are not eligible to participate in the Deferred Salary Leave Plan

We have attached herewith a copy of the employee benefit package. Employees are notified of any changes that may be made to the benefits as they occur from time to time.

5. **Vacation**

During the term of this Agreement you will be entitled to six (6) weeks' annual vacation, earned on a monthly basis. Such vacation will be taken at a time or times acceptable to the College having regard to its operations.

6. **Expenses**

You will be reimbursed for all authorized travelling and other out-of-pocket expenses actually and properly incurred by you in connection with your duties under this Agreement in accordance with the College' expense policy in effect. For all such expenses, you will furnish the College with receipts, statements and vouchers supporting your claim.

7. **Vehicle Employee benefit**

The College will pay a vehicle employee benefit to you in the form of an automobile allowance of \$xx per month. This benefit is taxable and requires verification of the ownership of a vehicle. The rate of this allowance is subject to College review annually.

8. **Parking**

The College will make a parking space available to you upon request, at an assigned lot. This benefit is fully taxable.

9. **Professional Development Account**

The College will provide you with an annual professional development account. The College will reimburse you, upon the submission of incurred expenses, to an annual maximum of \$xx for:

- (a) 75 percent of tuition or fees, or both, upon successful completion of a pre-approved course deemed by the Chair to be pertinent to your work at the College; and
- (b) reasonable expenditures for pre-approved work-related conferences and similar work related professional development activity.

Any unexpended funds in the account at the end of the calendar year will accrue to the account and be available for use for one subsequent year.

10. **Service**

You will devote the whole of your time, attention and abilities during College work hours to the business of the College and will well and faithfully serve the College and will use your best efforts to promote the interests of the College.

11. **Duties and Responsibilities**

You will duly and diligently perform all the duties assigned to you while in the employ of the College and will truly and faithfully account for and deliver to the College all money, securities and things of value belonging to the College that you may from time to time receive for, from or on account of the College. Enclosed herewith is a copy of the College's Conflict of Interest Policy, which applies to every employee.

12. **Rules and Regulations**

You will be bound by and will faithfully observe and abide by all the corporate policies and procedures of the College which are brought to your notice or of which you should reasonably be aware.

13. **Non-Disclosure**

You will and are legally obliged to (both during the continuance of your employment and at any time after the termination of your employment for any reason) maintain in confidence all private or confidential affairs of the College, including any matters the College is investigating, and not disclose same to any person other than for the College purposes. Without limiting the generality of the foregoing, you will not (either during the continuance of your employment or at any time after the termination of your employment for any reason) disclose any information identified as confidential or which, from the circumstances, ought reasonably to be treated by you as confidential, relating to the matters at issue at the College to any person other than for the College purposes and will not (either during the continuance of your employment or at any time after the termination of your employment for any reason) use for your own purposes or for any purposes other than those of the College any such information you may acquire in relation to the business of the College.

14. **Probationary Period (can vary depending on term)**

Your employment as Registrar and CEO will include a nine (9) month probationary period. This period is to allow both you and the College an opportunity to evaluate your suitability for the position of Registrar and CEO. During the probation period, the College may terminate this employment agreement at any time.

15. **Termination by the College for Cause**

The College may terminate your employment at any time for cause without notice or pay in lieu of notice, or severance pay or payment of any compensation, either by way of anticipated earnings or damages of any kind.

16. **Termination by You of the Employment Agreement**

You may terminate this employment agreement during the probationary period by giving two weeks written notice. After the probation period, you may terminate the agreement without cause by providing two (2) months written notice.

17. **Termination by the College on Notice**

In consideration for the mutual covenants and agreements contained in this letter, and for other good and valuable consideration, including the compensation you will receive from the College for this employment as provided herein, the receipt and sufficiency of which you hereby acknowledge;

- a) Notice: The College may terminate your employment without cause, after the probationary period of six (6) months as Registrar and CEO. The College will provide statutory written notice as per article 57 of the Ontario Employment Standards Act. The College may waive the notice period by providing you with continued pay plus benefits in lieu of notice, without requiring you to come into work, in accordance with applicable employment standards legislation.
- b) All benefits will cease at the end of this notice period.
- c) Severance Pay: In addition to the notice or pay in lieu of notice provided above, and in return for a release in a form satisfactory to the College, the College will also provide a severance payment equal to one (1) month's pay for each completed year of service, and a maximum payment equal to eight (8) months' pay.

18. **Use of 'Pay' in Termination**

The word "pay" in the above paragraphs, 14 through 17, mean base salary only. All amounts paid will be subject to applicable deductions and/or withholding tax.

19. **Return of Property**

Upon any termination of your employment under this Agreement, you will at once deliver or cause to be delivered to the College all books, documents, effects, technology, money, securities or other property belonging to the College or for which the College is liable to others, that are in your possession, charge, control or custody.

20. **Provisions which Operate Following Termination**

Notwithstanding any termination of your employment under this Agreement for any reason, the provisions of paragraphs 13 and 19 of this Agreement and any other provisions of this Agreement necessary to give efficacy to such provisions will continue in full force and effect following such termination.

21. **Entire Agreement**

This Agreement constitutes the entire agreement between you and the College with respect to your (number) year(s) of employment as Registrar. & CEO. It cancels and supersedes any prior understandings and agreements between you and the College with respect to your employment. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied or statutory between you and the College other than as expressly set forth in this Agreement.

22. **Criminal Background Check**

This Agreement is conditional upon the College receiving a recent , satisfactory criminal background check within two weeks of commencing your (number) (X) year employment as Registrar and CEO. Your first day of work in the position shall not begin prior to the satisfactory completion of the criminal record check process, and shall be conditional upon the same.

23. **Pre-Contractual Representations**

You hereby waive any right to assert a claim based on any pre-contractual representations, negligent or otherwise, made by the College.

24. **Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both you and the College. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

25. **Severability**

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

26. **Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.

27. **Attornment**

For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. You and the College each hereby attorns to the jurisdiction of the courts of the Province of Ontario provided that nothing in this Agreement contained will prevent the College from proceeding at its election against you in the courts of any other province or country.

28. **Accommodation**

The Ontario College of Teachers has an accommodation process in place that provides accommodations for employees with disabilities. If you require a specific accommodation because of a disability or a medical need, please contact The Chair of Counsel or Human Resources. This ensures that the appropriate accommodations are in place before you begin your employment. Information received relating to accommodation measures will be addressed confidentially.

29. **Copy of Agreement**

You hereby acknowledge receipt of a copy of this Agreement duly signed by the College.

If you agree with the above, please sign both copies of this letter in the presence of a witness and return one copy to me. Please retain the second copy for your records.

Sincerely,

(name)  
Chair of Council

Encl. Conflict of interest policy  
Job description and competency profile  
Employee benefit package

I have read, understand and having had the opportunity to obtain legal advice, I hereby voluntarily accept the terms of employment described above as constituting a binding (number) (0) year term employment agreement between me and the College.

\_\_\_\_\_  
(Signature of employee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness (signature)

\_\_\_\_\_  
Witness name

Contract employment for external hire – Deputy Registrar

**PERSONAL AND CONFIDENTIAL**

(Date)

Name  
Address

Dear (name),

**Re: (number) (X) year Employment Agreement**

Conditional on the approval of College Council on (date), (year), I am pleased to offer you the position of Deputy Registrar with the Ontario College of Teachers (hereinafter referred to as “the College”) for a (number) (X) year term from date 20XX to date 20XX.

This letter sets out your employment agreement with the College for this (number) (x) year(s) as Deputy Registrar beginning (date) 20XX and ending (date) 20XX at which time, your employment will end, or can be renewed for a new one (1) year term upon mutual agreement.

Your (number) (X) year employment will be subject to the following terms and conditions:

1. **Scope of Work**

As the Deputy Registrar, you will report to the Registrar and to the Chair of the College Council, a summary of your duties is attached (job description) herewith.

2. **Term of Employment**

Your employment in this position will commence on (date) 20XX and will end on (date), 20XX.

At the end of this (number) (X) year(s) as Deputy Registrar, your employment will end unless a new term is reached, signed, and approved by the College’s Council..

3. **Salary**

The College will pay you a gross annual salary of \$.00, less required deductions and payable bi-weekly in arrears by direct deposit. This rate is based on the current salary

scales and will be adjusted to reflect CPI or base salary increases for the new year(s) (20xx, 20xx), once approved by the Council.

4. **Pension and Benefits**

You will be entitled to participate in the Ontario Teachers' Pension Plan and /or / You will be entitled to contribute to the Ontario Municipal Employee's Retirement Plan (OMERS).

You will also be eligible to participate in the benefit plans currently available to College' employees in accordance with the terms of such benefit plans, in effect and as amended from time to time. Please note that the Deputy Registrar and the Registrar are not eligible to participate in the Deferred Salary Leave Plan

We have attached herewith a copy of the employee benefit package. Employees are notified of any changes that may be made to the benefits as they occur from time to time.

5. **Vacation**

During the term of this Agreement you will be entitled to six (6) weeks' annual vacation, earned on a monthly basis. Such vacation will be taken at a time or times acceptable to the College having regard to its operations.

6. **Expenses**

You will be reimbursed for all authorized travelling and other out-of-pocket expenses actually and properly incurred by you in connection with your duties under this Agreement in accordance with the College' expense policy in effect. For all such expenses, you will furnish the College with receipts, statements and vouchers supporting your claim.

7. **Vehicle Employee benefit**

The College will pay a vehicle employee benefit to you in the form of an automobile allowance of \$xx per month. This benefit is taxable and requires verification of the ownership of a vehicle. The rate of this allowance is subject to College review annually.

8. **Parking**

The College will make a parking space available to you upon request, at an assigned lot. This benefit is fully taxable.

9. **Professional Development Account**

The College will provide you with an annual professional development account. The College will reimburse you, upon the submission of incurred expenses, to an annual maximum of \$xx for:

- (a) 75 percent of tuition or fees, or both, upon successful completion of a pre-approved course deemed by the Chair to be pertinent to your work at the College; and
- (b) reasonable expenditures for pre-approved work-related conferences and similar work related professional development activity.

Any unexpended funds in the account at the end of the calendar year will accrue to the account and be available for use for one subsequent year.

10. **Service**

You will devote the whole of your time, attention and abilities during College work hours to the business of the College and will well and faithfully serve the College and will use your best efforts to promote the interests of the College.

11. **Duties and Responsibilities**

You will duly and diligently perform all the duties assigned to you while in the employ of the College and will truly and faithfully account for and deliver to the College all money, securities and things of value belonging to the College that you may from time to time receive for, from or on account of the College. Enclosed herewith is a copy of the College's Conflict of Interest Policy, which applies to every employee.

12. **Rules and Regulations**

You will be bound by and will faithfully observe and abide by all the corporate policies and procedures of the College which are brought to your notice or of which you should reasonably be aware.

13. **Non-Disclosure**

You will and are legally obliged to (both during the continuance of your employment and at any time after the termination of your employment for any reason) maintain in confidence all private or confidential affairs of the College, including any matters the College is investigating, and not disclose same to any person other than for the College

purposes. Without limiting the generality of the foregoing, you will not (either during the continuance of your employment or at any time after the termination of your employment for any reason) disclose any information identified as confidential or which, from the circumstances, ought reasonably to be treated by you as confidential, relating to the matters at issue at the College to any person other than for the College purposes and will not (either during the continuance of your employment or at any time after the termination of your employment for any reason) use for your own purposes or for any purposes other than those of the College any such information you may acquire in relation to the business of the College.

14. **Probationary Period (can vary depending on term)**

Your employment as Deputy Registrar will include a six (6) month probationary period. This period is to allow both you and the College an opportunity to evaluate your suitability for the position of Deputy Registrar. During the probation period, the College may terminate this employment agreement at any time.

15. **Termination by the College for Cause**

The College may terminate your employment at any time for cause without notice or pay in lieu of notice, or severance pay or payment of any compensation, either by way of anticipated earnings or damages of any kind.

16. **Termination by You of the Employment Agreement**

You may terminate this employment agreement during the probationary period by giving two weeks written notice. After the probation period, you may terminate the agreement without cause by providing two (2) months written notice.

17. **Termination by the College on Notice**

In consideration for the mutual covenants and agreements contained in this letter, and for other good and valuable consideration, including the compensation you will receive from the College for this employment as provided herein, the receipt and sufficiency of which you hereby acknowledge;

- a) **Notice**: The College may terminate your employment without cause, after the probationary period of six (6) months as Deputy Registrar. The College will provide statutory written notice as per article 57 of the Ontario Employment Standards Act. The College may waive the notice period by providing you with continued pay plus benefits in lieu of notice, without requiring you to come into work, in accordance with applicable employment standards legislation.

- b) All benefits will cease at the end of this notice period
- c) Severance Pay: . In addition to the notice or pay in lieu of notice provided above, and in return for a release in a form satisfactory to the College, the College will also provide a severance payment equal to one (1) month's pay for each completed year of service, and a maximum payment equal to eight (8) months' pay.

18. **Use of 'Pay' in Termination**

The word "pay" in the above paragraphs, 14 through 17, mean base salary only. All amounts paid will be subject to applicable deductions and/or withholding tax.

19. **Return of Property**

Upon any termination of your employment under this Agreement, you will at once deliver or cause to be delivered to the College all books, documents, effects, technology, money, securities or other property belonging to the College or for which the College is liable to others, that are in your possession, charge, control or custody.

20. **Provisions which Operate Following Termination**

Notwithstanding any termination of your employment under this Agreement for any reason, the provisions of paragraphs 13 and 19 of this Agreement and any other provisions of this Agreement necessary to give efficacy to such provisions will continue in full force and effect following such termination.

21. **Entire Agreement**

This Agreement constitutes the entire agreement between you and the College with respect to your (number) year(s) term employment as Deputy Registrar. It cancels and supersedes any prior understandings and agreements between you and the College with respect to your employment. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied or statutory between you and the College other than as expressly set forth in this Agreement.

22. **Criminal Background Check**

This Agreement is conditional upon the College receiving a recent , satisfactory criminal background check within two weeks of commencing your (number) (X) year term as Deputy Registrar. Your first day of work in the position shall not begin prior to the satisfactory completion of the criminal record check process, and shall be conditional upon the same.

23. **Pre-Contractual Representations**

You hereby waive any right to assert a claim based on any pre-contractual representations, negligent or otherwise, made by the College.

24. **Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both you and the College. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

25. **Severability**

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

26. **Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.

27. **Attornment**

For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. You and the College each hereby attorns to the jurisdiction of the courts of the Province of Ontario provided that nothing in this Agreement contained will prevent the College from proceeding at its election against you in the courts of any other province or country.

28. **Accommodation**

The Ontario College of Teachers has an accommodation process in place that provides accommodations for employees with disabilities. If you require a specific accommodation because of a disability or a medical need, please contact The Chair of Counsel or Human Resources. This ensures that the appropriate accommodations are

in place before you begin your employment. Information received relating to accommodation measures will be addressed confidentially.

29. **Copy of Agreement**

You hereby acknowledge receipt of a copy of this Agreement duly signed by the College.

If you agree with the above, please sign both copies of this letter in the presence of a witness and return one copy to me. Please retain the second copy for your records.

Sincerely,

(name)  
Chair of Council

Encl. Conflict of interest policy  
Job description and competency profile  
Employee benefit package

I have read, understand and having had the opportunity to obtain legal advice, I hereby voluntarily accept the terms of employment described above as constituting a binding (number) (0) year term employment agreement between me and the College.

\_\_\_\_\_  
(signature of employee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness (signature)

\_\_\_\_\_  
Witness name