

May 10, 2013

Colin Craig
1881 Portage Avenue
P.O. Box 42123
Winnipeg, Manitoba
R3J 3X7

Dear Mr. Craig:

RE: Application for Access Under the Freedom of Information and Protection of Privacy Act:
Our File No. 2013-RRC-112

On March 15, 2013, Red River College received your request for access to the following records:

A copy of employment contracts between the college and Stephanie Forsyth.

I am pleased to inform you that your request for access to information has been granted in part. The records have been released with severing, as information contained within the records fall under exceptions to disclosure outlined in the *Freedom of Information and Protection of Privacy Act*. Information has been severed as required by subsection 7(2) of the Act. As such, only the information that falls under the specific exceptions listed has been severed.

17(1) The head of a public body shall refuse to disclose personal information to an applicant if the disclosure would be an unreasonable invasion of a third party's privacy.

17(2) A disclosure of personal information about a third party is deemed to be an unreasonable invasion of the third party's privacy if
e) the personal information relates to the third party's employment, occupational or educational history;
(g) the personal information describes the third party's source of income or financial circumstances, activities or history.

17(3) In determining under subsection (1) whether a disclosure of personal information not described in subsection (2) would unreasonably invade a third party's privacy, the head of a public body shall consider all the relevant circumstances including, but not limited to, whether

(e) the personal information has been provided, explicitly or implicitly, in confidence;
(i) the disclosure would be inconsistent with the purpose for which the personal information was obtained.

28(1) The head of a public body may refuse to disclose information to an applicant if disclosure could reasonably be expected to harm the economic or financial interests or negotiating position of a public body or the Government of Manitoba, including the following information:

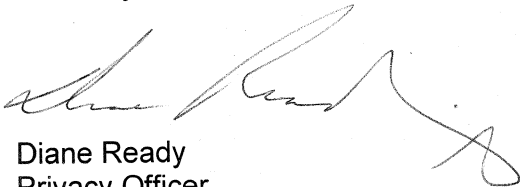
- (c) information the disclosure of which could reasonably be expected to*
- (ii) prejudice the competitive position of, or*
- (iii) interfere with or prejudice contractual or other negotiations of, a public body or the Government of Manitoba;*

If you have any questions, please call Jeanne Downing, Privacy Co-ordinator, at 204-632-2498.

Subsection 59(1) of The Freedom of Information and Protection of Privacy Act provides that you may make a complaint about our decision regarding your request for access to the Manitoba Ombudsman. You have 60 days from the receipt of this letter to make a complaint on the prescribed "Complaint Form" to:

Manitoba Ombudsman
750 – 500 Portage Avenue
Winnipeg, MB R3C 3X1
982-9130 (1-800-665-0531)

Sincerely,



Diane Ready
Privacy Officer

An agreement of employment dated the 16th day of June, 2010

BETWEEN:

THE BOARD OF GOVERNORS OF RED RIVER COLLEGE,
a corporation established under
The Colleges Act, Manitoba, C.C.S.M. c. 26

(called the "Board"),

- and -

STEPHANIE FORSYTH
of the City of Terrace, British Columbia

(called the "President")

WHEREAS:

- A. The Board is a corporation established under The Colleges Act of Manitoba (C.C.S.M. c. C150.1) (the "Act"), and is the governing body of Red River College (the "College");
- B. The Board has, at a duly convened meeting held June 16, 2010, and in accordance with section 39 of the Act, appointed Stephanie Forsyth as President and Chief Executive Officer of the College, subject to the terms and conditions of this Agreement; and
- C. Stephanie Forsyth has agreed to accept the position of President and Chief Executive Officer of the College and to provide the services and carry out the responsibilities of this position on the terms and conditions set out in this Agreement.

The Board and the President agree as follows:

SECTION 1 - TERM OF EMPLOYMENT

- 1. The appointment and term of employment of Stephanie Forsyth as the President and Chief Executive Officer of the College is effective September 27, 2010 (the "Commencement Date") and shall continue until September 26, 2015 (the "Expiry Date"), inclusive of both dates, unless renewed beyond or terminated before the Expiry Date in accordance with this Agreement.

SECTION 2 - SERVICES

- 2(1) The President shall perform the services and carry out the responsibilities of the President and Chief Executive Officer of the College (the "Services") in accordance with the Position Description attached hereto as *Schedule A*. As provided in subsection 39(2) of the Act, subject to the direction of the Board, the President shall be responsible for the general management and direction of the College including:
- (a) the policies, programs and services of the College;
 - (b) the business affairs of the College; and
 - (c) such other matters as may be delegated by the Board to the President.
- 2(2) The President shall be responsible to, and receive direction and supervision from the Board.
- 2(3) Unless otherwise required in the performance of the Services, the primary work location for the President shall be at:

Red River College, 2055 Notre Dame Avenue, Winnipeg, Manitoba.

SECTION 3 - EMPLOYMENT COMMITMENT OF THE PRESIDENT

- 3(1) The President undertakes to:
- (a) serve the Board and the College faithfully and honestly and to carry out her employment and the Services under this Agreement to the best of her ability;
 - (b) unless prevented by ill health or other sufficient cause, devote the whole of her time, skill and attention during regular business hours to the business of the Board and the College, and to promoting the interests of the Board and the College;
 - (c) comply with the Act;
 - (d) comply with and carry out the Policies, By-laws and Resolutions of the Board; provided that such Policies, By-laws and Resolutions established by the Board from time to time are not inconsistent with any provisions of this Agreement;
 - (e) comply with and carry out all reasonable and lawful requests, directions and orders of the Board; and
 - (f) perform from time to time such services, advisory or otherwise, and act in such capacity or office for the Board as the Board may reasonably request, without further compensation other than the compensation provided for in this Agreement.

- 3(2) The President shall not engage in any other business or occupation, or become a director, manager or agent of any other corporation, firm or business, without the consent of the Board, which consent shall not be unreasonably withheld.
- 3(3) The President shall at all times strictly adhere to all rules and policies that have been or may be established or adopted by the Board governing the conduct and actions of individuals employed by the Board, provided that such rules and policies are reasonable and are not inconsistent with any provisions of this Agreement.
- 3(4) The President shall use due care in the performance of or in carrying out the Services and shall do so in a professional and safe manner, without negligence.
- 3(5) Except as authorized by this Agreement or the Policies, By-laws or Resolutions that have been or may be established or adopted by the Board, the President shall not incur any debt or expenses on behalf of, or make any commitments for the Board or the College, without first obtaining the written authorization of the Board.

SECTION 4 - CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- 4(1) While this Agreement is in effect and at all times thereafter, the President:
 - (a) shall treat as confidential all confidential information, data, reports, documents, and materials produced or acquired by her, or to which access has been given, in the course of, or incidental to, the performance of this Agreement;
 - (b) shall not use for her own purposes or for any purposes other than those of the College, and shall not directly or indirectly disclose, or permit to be disclosed, to any person, corporation, firm or organization such confidential information, data, reports, documents or materials without first obtaining written permission from the Board;
 - (c) shall comply with any reasonable rules or directions made or given by the Board with respect to safeguarding or ensuring the confidentiality of information, data, reports, documents or materials; and
 - (d) shall comply with all College policies and legal requirements with respect to access, use and disclosure of personal information.
- 4(2) All information, data, reports, documents and materials produced by the President in the course of her employment under this Agreement respecting the College and the affairs of the College, including all intellectual property rights and copyright therein, shall be the exclusive property of the Board, and shall be delivered to the Board upon request. The President also hereby waives all moral rights under *The Copyright Act* in such information, data, reports, documents and materials and agrees to execute any additional documents in favour of the Board which may be required to evidence this waiver.

SECTION 5 - CONFLICT OF INTEREST

5. It is a condition of employment that the President shall, at all times during the term of her employment with the Board, fully comply with all policies and guidelines reasonably established or adopted by the Board respecting conflict of interest, as amended from time to time, including (without limitation) those policies and guidelines respecting the disclosure of any perceived or potential conflict of interest.

SECTION 6 - REMUNERATION

- 6(1) Subject to subsections 6(4) and 6(5), the Board shall pay the President as remuneration for Services performed an annual base salary of 17(1); 17(2) g in accordance with the College pay periods established by the Board, and pro-rated where necessary for any shorter period.
- 6(2) The Board shall pay the President an additional amount of of the 17(1) 17(2) g annual base salary for discretionary expenses incurred in the discharge of her duties. The amount will be paid as a stipend in equal installments in accordance with the pay periods established by the Board. This stipend will be treated as a taxable benefit to the President as prescribed by law.
- 6(3) The Board shall pay the President an additional amount of 17(1); 17(2) g each month for the duration of this Agreement for expenses incurred for the purchase or lease of an automobile required in the discharge of her duties. The amount will be paid as a stipend in equal installments 17(1); 17(2) g in accordance with the pay periods established by the Board. This stipend will be treated as a taxable benefit to the President as prescribed by law.
- 6(4) The Board shall make:
- (a) the required deductions from the remuneration to be paid to the President for purposes of Income Tax, Employment Insurance, and Canada Pension Plan;
 - (b) such deductions as may be necessary for the purposes of the President's participation in group benefit programs established or to be established by the Board; and
 - (c) any other deductions, contributions or remittances required to be made by law or agreed to by the Board and the President.
- 6(5) The remuneration referred to in subsection 6(1) may be increased by up to annually, at the discretion of the Board.
- 17(1); 17(2) g

6(6)

28 (1) & (ii); (iii)

SECTION 7 - EXPENSES

- 7(1) Subject to subsections 3(5), 9(5) and 9(7), the President shall be reimbursed for all reasonable travel, College entertainment and other expenses actually and properly incurred by the President in the performance of her duties under this Agreement, in accordance with the policies and procedures for claiming reimbursement for such expenses that have been or may be established by the Board.
- 7(2) The Board agrees to issue to the President a College registered credit card to be used by the President for the direct payment of expenses referenced in subsection 7(1), in accordance with the policies and procedures established by the Board from time to time.

SECTION 8 - VACATION

- 8(1) The President shall be entitled to six (6) weeks annual paid vacation leave, to be taken at a time or times agreed upon by the President and the Board. Unexpended vacation leave in excess of one (1) week shall not be carried forward by the President to the following year unless approved in advance by the Board, such approval not to be withheld unreasonably. Any unexpended vacation leave that the President is not permitted to carry forward under this provision will be paid out to her at the end of the year in which such vacation leave ought to have been taken, at her prevailing base salary rate.
- 8(2) Upon termination or expiration of this Agreement:
- (a) vacation time not taken may:
 - (i) be carried forward into the following twelve month period if the parties agree to renew the employment relationship; or
 - (ii) be paid out to the President at the prevailing base salary rate for the President.
 - (b) the President shall reimburse the Board for any vacation leave taken in excess of her entitlement.

SECTION 9 - LEAVE AND EMPLOYMENT BENEFITS

- 9(1) Upon commencement of this Agreement, the President shall be credited with of short-term sick leave credits. Thereafter, the President shall earn short-term sick leave credits at the rate of per bi-weekly pay period to a maximum of
- 28 (1) & ii; iii
- 28 (1) & (ii); (iii)

It is understood that these credits are designed to protect the President from loss of salary due to absence on account of short-term illness while she is employed by the Board, and, in the event this Agreement expires or is terminated, the President is not entitled to receive payment with respect to any unused sick leave credits.

- 9(2) The President shall be entitled to such statutory holiday benefits, compassionate leave and Court leave, with pay, as is consistent with the human resources policies that have been or may be established by the Board for non-unionized employees.

9(3) - 28(1) & (ii) (iii)

- 9(4) , unpaid research leave will be permitted to allow the President to undertake the academic research of her choosing.

28(1) & (ii) (iii).

benefits will be maintained throughout the research leave period.

Employee

- 9(5) The President is entitled to reimbursement of tuition and travel costs associated with attending conferences and professional development activities appropriate to the nature of her responsibilities, properly incurred and in accordance with policies and procedures for claiming reimbursement for such expenses that have been or may be established by the Board. Requests to be absent with pay to participate in professional development activities will be authorized by the Board's Executive Committee and will not be unreasonable withheld.

- 9(6) The President is entitled to participate fully in the group benefit programs established, or which may be established, by the Board for College employees, including College programs relating to superannuation, short and long-term disability, dental insurance, and such other programs as may be available to employees of the Board while this Agreement is in effect.

9(7)

FIPPA
28(1) & (ii) (iii)

- 9(8) The President shall be entitled to the relocation assistance more particularly described in *Schedule B*.

SECTION 10 - TERMINATION

10(1) The employment of the President may be terminated prior to the expiration of the term of employment:

- (a) at any time by mutual agreement of the parties;
- (b) by the Board at any time for cause. Termination for cause shall be effective immediately upon written notice to that effect being provided to the President. For the purposes of this Agreement, "cause" shall include, but is not limited to:
 - (i) failure of the President to comply with any material term or condition of this Agreement, including (without limitation) applicable conflict of interest guidelines;
 - (ii) a finding of guilt by a criminal court of competent jurisdiction, of criminal or fraudulent conduct;
 - (iii) conduct by the President that would bring the reputation of the College or the Board into disrepute;
 - (iv) any act or omission which would constitute just cause for dismissal at common law.
- (c) by the Board at any time and without cause by providing the President with:
 - (i) at least four (4) months written notice; or continuation of her salary for a four (4) month period in lieu of notice; and
 - (ii) her salary in equal installments for eight (8) months after the expiration of the notice period, or until alternate employment is obtained, whichever comes first. In the case where alternate employment is obtained, the salary payments less the new salary provided by the new employment will continue for the specified eight (8) month period; and
 - (iii) the benefits referenced in subsection 9(6) for twelve (12) months from the date of notice, less any benefits provided by the new employment; and
 - (iv) the benefits referenced in subsection 9(7) for four (4) months from the date of notice.
- (d) by the President at any time by providing at least four (4) months written notice to the Board; and
- (e) by the Board, subject to its obligations under applicable Human Rights legislation, upon written notice, if the President is incapable of carrying out the terms of this Agreement by reason of illness, or mental or physical disability, in which case the benefits and salary provisions of clause 10(1)(c) shall apply, except that continuing salary payments would be reduced by any long term disability payment amounts received.

- 10(2) It is understood and agreed by the President that no period of notice or payment in lieu thereof shall be required on the part of the Board except where the Board terminates the Agreement by providing notice under clauses 10(1)(c) and 10(1)(e). The parties agree and acknowledge that the notice periods, or payment in lieu thereof, set out in subsection 10(1) are reasonable. It is understood that this clause shall not prevent the President from taking appropriate legal measures, including a claim for reasonable notice or pay in lieu of reasonable notice, in the event of disagreement as to the application of clause 10(1)(b), including but not restricted to, the issue whether just cause existed.
- 10(3) Despite any other provision of this Agreement, this Agreement shall terminate forthwith upon the death of the President. The heirs, administrators, and executors of the President shall not be entitled to any further remuneration or payments from the Board or the College in the event of termination of employment pursuant to this section.

SECTION 11 - INDEMNIFICATION

- 11(1) The President shall use due care in the performance of her obligations under this Agreement.
- 11(2) If an action or proceeding is brought by a third party against the President arising out of the performance of her duties under this Agreement:
- (a) the President shall, upon learning of or being served with any legal document or notice of such action or proceeding, promptly advise the Board;
 - (b) upon the President notifying the Board as required under clause 11(2)(a), the Board and the President shall forthwith meet and appoint legal counsel, acceptable to both parties, on terms and conditions (including rates) acceptable to the parties; and
 - (c) provided the conduct of the President which gave rise to the action or proceeding did not constitute gross negligence and was in the course of her duties as an employee of the Board, the Board shall pay:
 - (i) any damages or costs awarded against the President in the action or proceeding;
 - (ii) any amount required to be paid by the President as a result of a settlement of the action or proceeding, provided that the settlement has received the prior approval of the Board; and
 - (iii) all legal fees incurred with respect to the action or proceeding, subject to the terms and conditions agreed to by the parties.

SECTION 12 - FURTHER EMPLOYMENT AGREEMENT

12. Provided this Agreement is still in effect, prior to the end of the ninth month of the fourth year of the term of this Agreement, the President may request, in writing, that a further contract of employment be negotiated between the parties. Prior to the commencement of the final year of this Agreement, the Board shall advise the President, in writing, of its intention with respect to negotiating a further contract of employment with the President.

SECTION 13 - ENTIRE AGREEMENT, PRIOR CONTRACTS

13. This document and the attached Schedules contain the entire agreement between the parties. There are no undertakings, representations, or promises, either express or implied, other than those contained in this Agreement.

SECTION 14 - AMENDMENTS

14. Amendments may be made to this Agreement at any time. Any amendment or modification of, or change to, this Agreement shall be valid only if it is in writing and signed by both parties.

SECTION 15 - NO ASSIGNMENT OF AGREEMENT BY PRESIDENT

15. The President shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement.

SECTION 16 - SUCCESSORS AND HEIRS

16. This Agreement shall ensure to the benefit of, and be binding upon, the parties hereto, any successors of the Board and the heirs, executors and administrators of the President.

SECTION 17 - APPLICABLE LAW

17. This Agreement shall be interpreted, performed and enforced in accordance with the laws of Manitoba. The parties attorn to the jurisdiction of the Manitoba Court of Queen's Bench.

SECTION 18 - NOTICES

18. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, electronic facsimile or electronic mail, or by mailing the same day by registered mail, postage prepaid, addressed to the party to whom the notice is given at the following address:

In the case of the President:

Stephanie Forsyth

FIPPA

17(1); 17(3) e; i

In the case of The Board:

The Board of Governors of Red River College
C719A-2055 Notre Dame Avenue
Winnipeg, Manitoba R3H 0J9

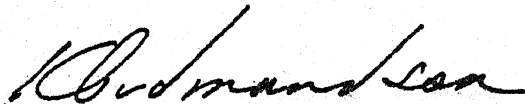
Attention: Chair, Board of Governors
Facsimile: (204) 694-7253
E-mail: kgudmandson@rrc.mb.ca

Any notice shall be deemed to have been received, if personally delivered, at the time of delivery thereof, or if mailed on the third day after the mailing thereof (unless a publicized postal disruption is in effect, in which case notice shall be given in another manner permitted hereunder) or given by electronic facsimile transmission or electronic mail on the business day following sending thereof. If mail is disrupted by labour controversy, notice shall be delivered personally, by facsimile or by e-mail.

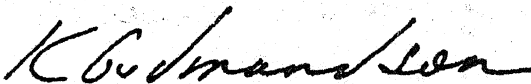
THIS EMPLOYMENT AGREEMENT has been executed by or on behalf of the parties on the dates noted below.


SIGNED IN THE PRESENCE OF:

THE BOARD OF GOVERNORS
OF RED RIVER COLLEGE



Witness


Position: Chair

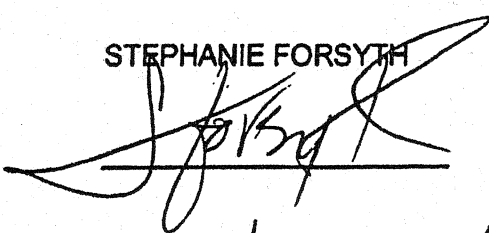

Witness


Position:

DATE: June 16/10


Witness

STEPHANIE FORSYTH


DATE: June 16/10

This is Schedule A to the Employment Agreement dated the 16th day of June, 2010, between The Board of Governors of Red River College and Stephanie Forsyth.

President and Chief Executive Officer Red River College

Position Description

The President's role is to embrace the values, mission and direction of Red River College and serve as a visible and visionary leader, communicating a compelling shared vision and developing relationships within the internal and external community. The President builds on the College's strengths to continue its growth and momentum and is instrumental in obtaining major corporate and individual gifts to support the College.

The President is the Chief Executive Officer of the College and reports directly to the Board of Governors. The President is also an ex-officio non-voting member of the Board of Governors. Direction from the Board to the President is through written Board policies and minutes of Board meetings.

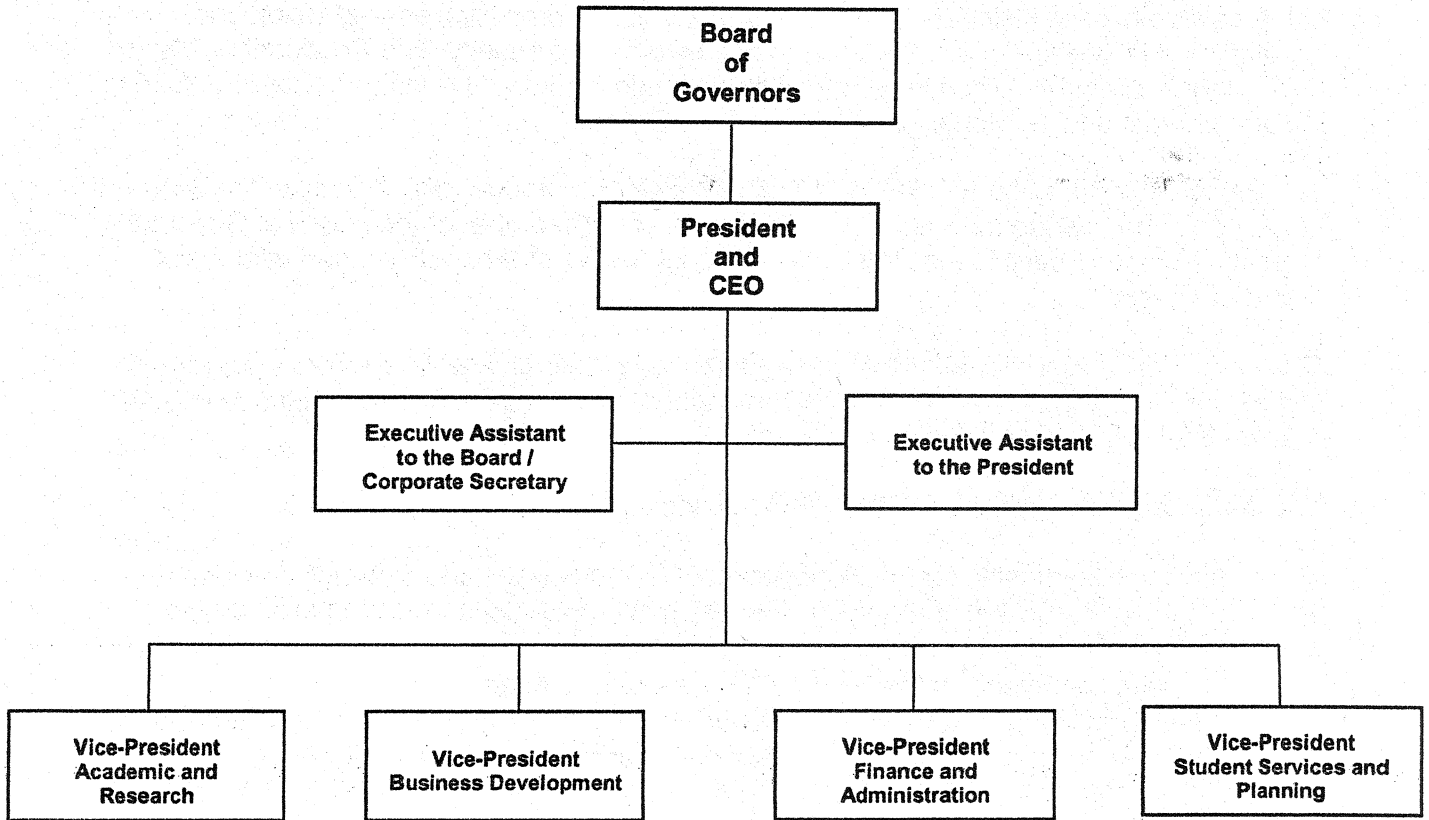
The President is responsible for the management and general direction of the College which includes implementation of policies, programs and services, operational oversight, and other matters that may be delegated by the Board.

The duties and responsibilities of the President include:

- providing leadership for implementation of Board policies and strategic directions
- ensuring the College's rolling strategic plan and operational plan are positioned to achieve the vision and goals of Red River College
- providing leadership in the financial affairs of the College
- developing linkages with the external community – including all levels of government, business and industry, labour, the Aboriginal community, training agencies, educational institutions, service agencies, as well as alumni and potential donors to the College.
- establishing and staffing an administrative structure that supports the College in achieving its goals
- creating an effective working relationship between College management, the Manitoba Government and General Employees Union and the Red River College Students' Association, as well as between the College and its major funder - the Manitoba Government
- providing information and advice to the Board of Governors on issues identified by both parties
- undertaking other activities that may be reasonably requested by the Board of Governors.

As the senior executive of Red River College, the President sits on a variety of local and national boards, attends community events, meets with dignitaries visiting Winnipeg, and travels throughout Manitoba, across Canada and internationally.

The reporting structure for the President is outlined in the following organizational chart:



This is Schedule B to the Employment Agreement dated the 16th day of June, 2010, between The Board of Governors of Red River College and Stephanie Forsyth.

RELOCATION ASSISTANCE

This is to confirm that the College will provide you with relocation assistance as follows:

1) **Pre-Relocation Trip for You and Your Partner**

Round-trip airfare, temporary accommodations, meals, a rental vehicle and related miscellaneous expenses incurred during a pre-relocation trip which is intended to provide you and your partner with an opportunity to arrange for accommodation at your new work location. It is anticipated that the duration of the pre-relocation trip would not exceed one week.

2) **Relocation**

Airfare and related expenses (e.g. meals, taxis) incurred during you and your family's relocation to your new work location, or travel costs incurred during a driving trip (e.g. hotel, meals, gasoline).

3) **Temporary Accommodations and Related Expenses**

Temporary accommodations and meals for the period from your arrival at your new work location to the date of possession of your new accommodations, but not exceeding 28(1) c (ii) (iii)

4) **Relocation of Household and Personal Effects**

Relocation of household and personal effects, including the cost of packing, suitable containers provided by the carrier, loading, cartage and transportation, delivery to and unloading at the new residence, and any temporary storage fees incurred during the 28(1) c (ii) (iii) period.

You are encouraged to obtain two quotes from carriers that operate in Manitoba. On approval of a quote that is acceptable to both you and the College, the College will issue a letter to the carrier authorizing them to bill the College for your move.

5) **Comprehensive Transit Protection**

Comprehensive transit protection at replacement value for household and personal effects.

6) **Residential Property Being Vacated**

Payment of legal fees related to the sale of your residential property being vacated, in an amount not to exceed 28(1) c (iv) (ii) of the relevant provincial law society guidelines plus related disbursements.

7) **Residential Property – New Accommodation**

Payment of actual legal fees related to the purchase of new accommodations, in an amount not to exceed 28(1) c (iv) (ii) of the relevant Manitoba Law Society guidelines plus related disbursements.

8) **Additional Miscellaneous Relocation Expenses**

Reimbursement of additional itemized miscellaneous expenses resulting from your move will be considered on an individual basis where detailed and supported by acceptable receipts.

