

LETTER OF AGREEMENT

- between -

P. R. COMMUNITY & STUDENT ASSOCIATION (SADLEIR HOUSE FACILITY) O/A PRCSA – a corporation without share capital

- and -

Dwayne M. Collins

Steward of Sadleir House

About the P. R. Community & Student Association (Sadleir House Facility)

The P. R. Community & Student Association (PRCSA) is a registered charity and non-profit community and student organisation governed by a volunteer Board of Directors. It was formed in 2004 through the efforts of Trent University students and Peterborough community members in response to the lack of available student space at Trent University and the perceived weakening of University ties to the Peterborough community through the closure of one of Trent's downtown residential colleges. The group worked tirelessly to fund-raise and repurchase Sadleir House - an architectural jewel with a significant history both at Trent University (as the flagship of the former Peter Robinson College) and within the City of Peterborough (as the former home of James Kendry, J. R. Stratton, and The Sheehy family) - to create a space where community would be able to occur and to ensure a tangible link between the students of the University and the community could exist.

Sadleir House was founded on a philosophy of collegiality which supports ideas of informal education to enrich the lives of members of the Trent and Peterborough communities. We are a multi-faceted facility encompassing program and performance areas; office spaces; a library; and public grounds. The facility is owned and operated on behalf of the students of Trent University to be shared with the Peterborough Community as a whole; in this way we aspire to be an interface between Trent University and the broader Peterborough community. Sadleir House has been host to a broad spectrum of social, cultural, recreational, and academic events and community activities with consistent usage patterns that show a healthy mix of student and community driven activities. Sadleir House is a space of infinite potential and infinite possibilities which is reflected in our day-to-day operations: anything can happen.

The Office of the Steward of Sadleir House

The Steward of Sadleir House provides leadership in realising the goals and philosophy of the facility. As the principle agent of, and accountable to, the Board of Directors, the Steward acts on behalf of the Board and the Membership of the PRCSA and assumes overall responsibility for the

day-to-day operations of Sadleir House, as well as for the development of long term plans and projects. As the most senior staff member, the Steward provides guidance and support to other staff, committees, and working groups in the fulfillment of their duties and their role in the greater picture that is Sadleir House. The Steward shall always be accessible to the members of Sadleir House.

Qualifications

The Steward of Sadleir House has the necessary experience and skills to win respect within the community and to fulfil the responsibilities of the Office at very high standard. The following qualifications, experience, and personal attributes are seen to be desirable:

- Familiarity with collegially based post-secondary educational institutions both administratively and experientially;
- Demonstrated ability to communicate effectively with a wide variety of individuals and groups, particularly students. Must be able to act as an effective liaison between Sadleir House and the external community in publicity and fundraising matters and to work within the University environment;
- Experience working with non-profit organisations under strict and considerable financial constraints;
- An administrative background including experience with: employee/volunteer management, financial management, fundraising and grant writing, records management, organisational development, and long-term planning;
- Knowledge of property and facility management; especially in the context of historic buildings;
- Although this position does not require formal experience with the arts or arts administration, the successful candidate will have demonstrated appreciation and familiarity with these areas, and will be able to address how all of the activities and programs of the House, including those in the arts, can contribute to student learning outside of the classroom;
- An advanced university degree, or the equivalent in education and experience;
- The courage to make difficult decisions, with the ability to explain them to those affected, and to implement them fairly, empathetically, and promptly;
- Energy, endurance, and a willingness to accommodate the personal demands of the position.

General Duties, Responsibilities, and Authority

The Steward shall have the authority and responsibility to handle all matters operational including, though not limited to, licensing, security, legal, financial, personnel, technical, and programming matters and relations with other organisations, government, and related business. The

responsibilities of the position are intentionally broad so as to reflect the ever-changing environment of the organisation.

Duties will include, but are in no way limited to, the following:

- I. To formulate, administer, and supervise the overall budget and all financial matters:
 - (a) To deal with all financial matters and to follow arrangements for proper books of accounting to be kept, under the direction of the Treasurer. Preparation of all payroll remittances and other disbursements.

Preparation of deposits and depositing of receipts to the account(s) of the PRCSa. To arrange for booking;
 - (b) To be responsible for all applications for funding to all levels of government and other agencies;
 - (c) To formulate, administer, and supervise on-going and new earned revenue functions;
 - (d) To oversee payment of all wages and, where applicable, including though not limited to statutory deductions and remittance of these to the government;
 - (e) To negotiate and oversee proper and timely reporting to all government and regulatory agencies. Preparation of all documents required by government and regulatory agencies. Management and retention of the files, records, drawings, archives, library, and equipment inventory.
- II. To formulate, administer, and supervise all procedures and practices in accord with Board policy:
 - (a) As such, the Steward shall help formulate and recommend policies to the Board of Directors for consideration and approval;
 - (b) The Steward shall give support to the Board of Directors and leadership to other officers, staff, and the organisation as a whole.
- III. To exercise due diligence in matters pertaining to:
 - (a) All academic and cultural programming, publicity, and other operations as they relate to the day-to-day operations of Sadleir House;
 - (b) The hiring, firing, discipline, and supervision of all delegated personnel, subject to Board policy, and according to the needs of the organisation and the law of the land;
 - (c) The operation of the facility, including,
 - i. all technical arrangements – comprising of computer, internet, telecommunications, caffeine, video, and audio systems and equipment;
 - ii. all physical plant matters, including assuring the maintenance and upkeep of the facility;
 - iii. all functions related to the negotiation of contracts, leases of offices and facilities, or other agreements;

- iv. all provision of services, including alcohol, equipment, and physical facilities.
- (d) the purchase, rental, or disposition of assets;
- (e) the allocation of all resources, both staff and equipment.
- IV. To arrange all security and insurance matters, including;
 - (a) being on-call whenever reasonably possible via the cellular phone provided
- V. To report directly to, and execute the decisions of the Board, and to keep the Board informed of all operations, as necessary or requested;
- VI. To represent the organisation and from time to time, may act as spokesperson.
- VII. To render advice and support to:
 - (a) other Officers of the Corporation;
 - (b) Committees and working groups;
 - (c) other staff and volunteers;
- VIII. To set an example of leadership, character, and integrity for the community through such things as:
 - (a) From time to time, rendering advice and assistance to other individuals or legal entities in the furtherance of the betterment of the community and other goals;
 - (b) Maintaining collegial relations with members of the community;
- IX. Seek out capital additions and improvements to the physical and technical fabric of Sadleir House as desired or required.
- X. The Steward shall also act as Vice-President of the Corporation.

Conflict of Interest

The Steward shall be accorded the prerogative to accept gainful employment from, or provide service to, persons or legal entities not connected with the PRCSA. Use of resources to support these activities shall not be deemed to be a conflict of interest provided such use does not diminish the value or usability of said resources and that the integrity of the Offices and Activities of the PRCSA is maintained.

The Steward shall be accorded the prerogative to communicate an opinion, as a private individual, through the media, or any other means, so long as it is made clear that in this act the Steward does not speak for the PRCSA.

Notwithstanding, and within the spirit and intent of this agreement, the Steward must avoid any conflict of interest with respect to their fiduciary responsibility, and shall report to the President or the Board of Directors any possible conflicts that may develop before completion of this agreement.

Further, the Steward shall preserve and enhance the public trust in the organisation by putting the interest of the organisation ahead of all other business and personal interests.

Provision to Delegate

The Steward may hire or contract individuals, who shall report to the Steward and to whom the Steward may delegate in sum or in part, the overall responsibility for specific aspects of the operations of Sadleir House. Such hiring or contracting shall be subject to the availability of funds as approved by the Board of Directors through established budgetary processes. The Steward may, at his or her own discretion and personal expense, hire or contract individuals to undertake some, but not all, of the responsibilities as outlined herein on their behalf. In all cases this shall not divest the Steward of their fiduciary duty to the organisation or the ultimate responsibility for those activities to the Board of Directors.

Remuneration

The Steward shall be paid the sum of \$31,200 per annum; plus an additional sum of \$500 per annum as a payment in lieu of health benefit, for use in acquiring or providing health and dental benefits, or discretionary expenses at the discretion of the Steward; with an annual increase, effective the first day of September in each year, subject to negotiation and not less than the “consumer price index” (CPI) promulgated by Statistics Canada + 1%. It is the general intention that these negotiations shall be held between the months of June and August each year.

The PRCSA shall provide the Steward all benefits required by the Employment Standards Act, 2000 and its regulations for regular employees, and shall reasonably provide other benefits, such as paid leave in lieu of overtime, unpaid leave by mutual agreement. The PRCSA shall not deny a reasonable request for unpaid leave provided the Steward has arranged for acceptable coverage of duties in their absence.

For the purposes of this agreement the Steward shall be entitled to an annual paid leave of four weeks in addition to leave in lieu of overtime.

The Board shall reasonably reimburse the Steward for out of pocket expenses in the acquittal of their duties or disbursed on behalf of the Corporation.

The Steward shall be provided with a private office that may be used for both professional and personal purposes provided the integrity of the Office of Steward is maintained.

This offer of permanent employment shall be for a period of three years and shall be considered to commence on 1 September 2009 and expire on 31 August 2012. This offer shall be automatically renewed for subsequent one year periods on the same terms and conditions unless, by 31 January in the calendar year prior to expiry of the initial, or any subsequent, period, one party notifies the other that it wishes to review the terms of this Agreement.

Upon the giving of such notice any renewal of this offer shall be on such terms and conditions as the parties may agree upon, subject to the law of the land.

Upon completion of this agreement, the PRCSA shall pay a sum of not less than the equivalent of

