

From: David Atkinson
Sent: April-10-11 7:25 PM
To: sln@hdas.com; Amrik.Virk@rcmp-grc.gc.ca; gord.schoberg@fortisbc.com
Cc: Sandy Kuzyk; craig.hemer@odgersberndtson.ca
Subject: compensation

Craig and I have exchanged e-mails about compensation for the VPA.

We need to begin by understanding that VPA salaries are typically in the \$200-\$250 range for an institution such as Kwantlen. Ann is currently making \$190+/annum as Dean of Business at Regina.

The basic parts of the contract are

1. Salary - \$170,000/annum (this is at the ceiling).
2. Full range of benefits, as per the College plan.
3. Participation in the College pension plan.
4. \$100,000 towards removal expenses, real estate and legal fees, travel to find a house, etc.
5. Any amount left over after expenses etc. would be paid out as a lump-sum payment (signing bonus), which would be taxable.
6. \$20,000/annum professional/research allowance - to be established as item in the VPA's budget.
7. Housing loan (any benefit would be a taxable benefit). Ann currently has a house, valued at \$400K which she owns outright. She intends to live in the Langley area, so one might assume the need for \$100-\$150K loan.
8. 8 weeks of vacation (some of this could be taken as a year-end payout, assuming that Ann would not take the full eight weeks).

I suggest that I draft a letter of offer, which Ann will sign indicating her agreement. We will then draft a contract that outlines in general terms the conditions of the contract. This would be sent to PSAC for its records. There would be a separate letter outlining in detail the housing allowance, professional allowance. This is what occurred in my own case.

Please let me know if there any concerns. Scott, I know that Shane wanted to be involved, but, unfortunately I do not have his e-mail at hand.

Best,

David

From: Amrik VIRK <amrik.virk@rcmp-grc.gc.ca>
Sent: April-11-11 8:33 AM
To: gord.schoberg@fortisbc.com; sln@hdas.com; sking@knv.com; David Atkinson; craig.hemer@odgersberndtson.ca
Cc: Sandy Kuzyk
Subject: RE: compensation -- additional items

Shane if I may offer another angle on this. Given the low pay level of a VPA at Kwantlen and the difficulty in drawing candidates within the current pay scale, the research leave is one way to "top" off the pay level. This is a common practice that I learned of and spoke to several Board chairs while in the LA.

Amrik

>>> Shane King <SKing@knv.com> 2011-04-11 08:26 >>>

This looks okay to me, but I do question the "Ann will receive an administrative/research leave after she ceases being VPA at the VPA salary level." Is this standard, why would we pay her the same salary after 5 years to be on leave/research, wouldn't the compensation be back down to a faculty position salary? I don't think this is right because if she does not renew after 5 years then we will end up having a faculty person earning the same as our next VPA with 1/2 the responsibility. How do you think that will work for the new VPA in five years and any other faculty members that find out about her compensation. I do realize that it highly unlikely that a person as a VPA would want to go back to a faculty position, but may not be so bad if you can have the same compensation. Keep in mind that the salaries of every person is disclosed in a document, so this will not be kept a secret in five years.

Shane

-----Original Message-----

From: David Atkinson [mailto:David.Atkinson@kwantlen.ca]
Sent: April 11, 2011 8:04 AM
To: Shane King
Cc: Sandy Kuzyk
Subject: FW: compensation -- additional items

Hi Shane:

Meant to send this to you yesterday, but didn't have your e-mail address.

David

-----Original Message-----

From: Amrik VIRK [mailto:amrik.virk@rcmp-grc.gc.ca]
Sent: Sunday, April 10, 2011 9:34 PM
To: gord.schoberg@fortisbc.com; David Atkinson
Cc: sln@hdas.com; Sandy Kuzyk; craig.hemer@odgersberndtson.ca
Subject: Re: compensation -- additional items

All looks well and is line with our collective thoughts and well within industry standards.

On blackberry

Amrik Virk

-----Original Message-----

From: "Schoberg, Gord" <Gord.Schoberg@fortisbc.com>
Cc: sln@hdas.com <sln@hdas.com>
To: Atkinson, David <David.Atkinson@kwantlen.ca>

Cc: Kuzyk, Sandy <Sandy.Kuzyk@kwantlen.ca>
Cc: craig.hemer@odgersberndtson.ca <craig.hemer@odgersberndtson.ca>
Cc: VIRK, Amrik <amrik.virk@rcmp-grc.gc.ca>

Sent: 04/10/2011 23:01:23

Subject: Re: compensation – additional items

Looks good to me, David. By the way, Shane's contact is sking@knv.com<mailto:sking@knv.com>.

Gord

Sent from my iPad

On 2011-04-10, at 7:32 PM, "David Atkinson" <David.Atkinson@kwantlen.ca<mailto:David.Atkinson@kwantlen.ca>> wrote:

Three other things I should have included

1. The contract is for five years beginning July 1, 2011.
2. Ann will be guaranteed a faculty position upon completion of her term as VPA.
3. Ann will receive an administrative/research leave after she ceases being VPA at the VPA salary level.

DWA

From: David Atkinson
Sent: Sunday, April 10, 2011 7:25 PM
To: 'Scott Nicoll'; Amrik Virk (Amrik.virk@rcmp-grc.gc.ca<mailto:Amrik.virk@rcmp-grc.gc.ca>); 'Schoberg, Gord'
Cc: Sandy Kuzyk; 'craig.hemer@odgersberndtson.ca<mailto:craig.hemer@odgersberndtson.ca>'
Subject: compensation

Craig and I have exchanged e-mails about compensation for the VPA.

We need to begin by understanding that VPA salaries are typically in the \$200-\$250 range for an institution such as Kwantlen. Ann is currently making \$190+/annum as Dean of Business at Regina.

The basic parts of the contract are

1. Salary - \$170,000/annum (this is at the ceiling).
2. Full range of benefits, as per the College plan.
3. Participation in the College pension plan.
4. \$100,000 towards removal expenses, real estate and legal fees, travel to find a house, etc.
5. Any amount left over after expenses etc. would be paid out as a lump-sum payment (signing bonus), which would be taxable.
6. \$20,000/annum professional/research allowance - to be established as item in the VPA's budget.
7. Housing loan (any benefit would be a taxable benefit). Ann currently has a house, valued at \$400K which she owns outright. She intends to live in the Langley area, so one might assume the need for \$100-\$150K loan.
8. 8 weeks of vacation (some of this could be taken as a year-end payout, assuming that Ann would not take the

full eight weeks).

I suggest that I draft a letter of offer, which Ann will sign indicating her agreement. We will then draft a contract that outlines in general terms the conditions of the contract. This would be sent to PSAC for its records. There would be a separate letter outlining in detail the housing allowance, professional allowance. This is what occurred in my own case.

Please let me know if there any concerns. Scott, I know that Shane wanted to be involved, but, unfortunately I do not have his e-mail at hand.

Best,

David

From: David Atkinson
Sent: April-12-11 1:31 PM
To: sln@hdas.com; gord.schoberg@fortisbc.com; Amrik.Virk@rcmp-grc.gc.ca
Cc: Harry Gray; Sandy Kuzyk; craig.hemer@odgersberndtson.ca; John McKendry
Subject: Ann Lavack

Hello everyone:

I have just spoken to Ann Lavack, who is currently in Dublin at a conference, and I am very pleased to advise that she has accepted the position of VP and Provost, according to the terms and conditions to which everyone has agreed. I am currently in Victoria at AUCC, but have committed to having something to her by Thursday. I would then write a letter of offer for Ann to sign. Only then would there be any public announcement. We are aiming for next Wednesday. We will follow up with a formal contract.

I am certain you would agree that this is terrific news.

David

Harry Gray edits

April 15, 2011

Dr. Ann Lavack
Dean of Business
University of Regina
Regina, Sask

Dear Dr. Lavack:

On behalf of the Board of Governors of Kwantlen Polytechnic University, I am very pleased to offer you appointment to the position of Vice-President (Academic) and Provost. We are enormously pleased that you have agreed to join Kwantlen at this very exciting time in its development. Following are the terms and conditions of your appointment:

1. The appointment is for a term of five years beginning July 1, 2011 and ending June 30, 2016.
2. Your appointment is renewable for a second five-year term subject to review, which will occur early in the fifth-year of your term.
3. Your salary will be \$170K/annum. Any salary increases are subject to current Government policy concerning executive compensation at British Columbia universities.
4. The University will make available \$100K for expenses related to your move from Regina including: house hunting trips to the Lower Mainland, relocation fees, real estate fees, legal fees, etc. Should you leave Kwantlen within 12 months, 50% of these monies will be recovered.
5. Any amount remaining from this \$100K will be made available to you as a one-time payment. This payment will be tax deductible.
6. You will receive an administrative leave at your VPA salary when you leave the office of VPA. To be eligible for administrative leave you must complete at least one full five-year term.
7. You will receive a faculty appointment at the conclusion of your term as VPA. At some point during your initial term you will need to go through the Faculty evaluation process. This is also the case should you wish to teach during your term as VPA.
8. Should the University introduce a tenure and faculty rank system, you will be appointed at the rank of Professor with tenure.
9. You will participate in ~~in~~-the College benefit and pension plans.
10. The University will make available to you an annual \$20,000 research/professional allowance.

11. You are entitled to an 8 week vacation/annum. Up to 15 days of this vacation time may be carried forward to the subsequent year; otherwise, you will be paid out at year-end an amount equal to unused vacation time.
12. The University is prepared to provide you with a housing loan, the details of which are to be negotiated.

I would be grateful if you would review these terms and conditions. If you find them acceptable, please sign and return this letter. The University will then generate a contract for your consideration and signature. If you have any concerns about the above terms and conditions, or wish clarification, please do not hesitate to get in touch with me. I join with my colleagues in welcoming you to Kwantlen. I am certain you will find your time here enriching and satisfying.

With best wishes.

Sincerely,

David W. Atkinson
President & Vice Chancellor

c.c. employee file

Kathy Lylyk Edits

April 15, 2011

Dr. Ann Lavack
Dean of Business
University of Regina
Regina, Sask

Dear Dr. Lavack:

On behalf of the Board of Governors of Kwantlen Polytechnic University, I am very pleased to offer you appointment to the position of Vice-President (Academic) and Provost. We are enormously pleased that you have agreed to join Kwantlen at this very exciting time in its development. Following are the terms and conditions of your appointment:

1. The appointment is for a term of five years beginning July 1, 2011 and ending June 30, 2016.
2. Your appointment is renewable for a second five-year term subject to review, which will occur early in the fifth-year of your term.
3. Your salary will be \$170K/annum. Any salary increases are subject to current Government policy concerning executive compensation at British Columbia universities.
4. The University will make available \$100K for expenses related to your move from Regina including: house hunting trips to the Lower Mainland, relocation fees, real estate fees, legal fees, etc. Should you leave Kwantlen within 12 months, 50% of these monies will be recovered.
5. Any amount remaining from this \$100K will be made available to you as a one-time payment. This payment will be tax deductible.
6. You will receive an administrative leave at your VPA salary when you leave the office of VPA. To be eligible for administrative leave you must complete at least one full five-year term.
7. You will receive a faculty appointment at the conclusion of your term as VPA. At some point during your initial term you will need to go through the Faculty evaluation process. This is also the case should you wish to teach during your term as VPA.
8. Should the University introduce a tenure and faculty rank system, you will be appointed at the rank of Professor with tenure.
9. You will participate in the College benefit and pension plans.
10. The University will make available to you an annual \$20,000 research/professional allowance.

Formatted: Highlight

Commented [K1]: Any amount that is over and above the receipted removal expenses will need to be reported as part of compensation to PSEG. Suggestion would be to consider this consulting services when/ if this occurs.

Commented [K2]: Is this a one-time amount or per annum? Can this be restituted as professional development fund (i.e. removal allowance)?

11. You are entitled to an 8 week vacation/annum. Up to 15 days of this vacation time may be carried forward to the subsequent year; otherwise, you will be paid out at year-end an amount equal to unused vacation time.
12. The University is prepared to provide you with a housing loan, the details of which are to be negotiated. This will be included on your T4 in Box 37 and the taxable benefit will be calculated using the CRA prescribed rate (see 11-421R2).

I would be grateful if you would review these terms and conditions. If you find them acceptable, please sign and return this letter. The University will then generate a contract for your consideration and signature. If you have any concerns about the above terms and conditions, or wish clarification, please do not hesitate to get in touch with me. I join with my colleagues in welcoming you to Kwantlen. I am certain you will find your time here enriching and satisfying.

With best wishes,

Sincerely,

David W. Atkinson
President & Vice Chancellor

c.c. employee file

Commented [K3]: Under the terms of our excluded working conditions guidelines, we are capped at 7 weeks annual vacation. PSRC has a copy of these guidelines.

Formatted: Highlight

Commented [K4]: This is considered to be a taxable benefit and is part of compensation.

Kwantlen
POLYTECHNIC
UNIVERSITY

MAILING ADDRESS
12666-72nd Ave, Surrey
BC, Canada V3W 2M8

☎ 604.599.2100
🌐 kwantlen.ca

Office of the President

Kwantlen Polytechnic University

MAY 02 2011

Office of the President

April 18, 2011

Dr. Ann^e Lavack
Dean of Business
University of Regina
Regina, Sask

Dear Dr. Lavack:

On behalf of the Board of Governors of Kwantlen Polytechnic University, I am very pleased to offer you an appointment to the position of Vice-President (Academic) and Provost. We are enormously pleased that you have agreed to join Kwantlen at this very exciting time in its development. Following are the terms and conditions of your appointment:

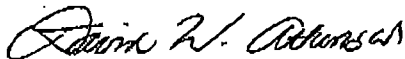
1. The appointment is for a term of five years beginning July 1, 2011 and ending June 30, 2016.
2. Your appointment is renewable for a second five-year term subject to review, which will occur early in the fifth-year of your term.
3. Your salary will be \$170K/annum. Any salary increases are subject to current Government policy concerning executive compensation at British Columbia universities.
4. The University will make available \$50K for expenses related to your move from Regina including; house hunting trips to the Lower Mainland, relocation fees, real estate fees, legal fees, etc. Should you leave Kwantlen within 12 months, 50% of these monies will be recovered.
5. The University will provide a \$50K consulting fee to be paid prior to the beginning of your term as VPA.
6. You will receive an administrative leave at your VPA salary when you leave the office of VPA. To be eligible for administrative leave you must complete at least one full five-year term.
7. You will receive a faculty appointment at the conclusion of your term as VPA. At some point during your initial term you will need to go through the Faculty evaluation process. This is also the case should you wish to teach during your term as VPA.
8. Should the University introduce a tenure and faculty rank system, you will be appointed at the rank of Professor with tenure.
9. You will participate in the University benefit plans and the Provincial College pension plan.
10. The University will provide you with a \$20,000 per year research allowance.

11. You are entitled to a 7 week vacation/annum. Up to 15 days of this vacation time may be carried forward to the subsequent year; otherwise, you will be paid out at year-end an amount equal to unused vacation time.
12. The University is prepared to provide you with a housing loan, the details of which are to be negotiated.

I would be grateful if you would review these terms and conditions. If you find them acceptable, please sign and return this letter. The University will then generate a contract for your consideration and signature which will outline details of your appointment of Vice-President (Academic) and Provost.

If you have any concerns about the above terms and conditions, or wish clarification, please do not hesitate to get in touch with me. I join with my colleagues in welcoming you to Kwantlen. I am certain you will find your time here enriching and satisfying.

Sincerely,



David W. Atkinson
President & Vice Chancellor

c.c. employee file

I accept this offer,



Ann M. Lavack