

CHIEF ADMINISTRATIVE OFFICER'S EMPLOYMENT AGREEMENT BETWEEN:

VILLAGE OF CHAUVIN
a municipal corporation
incorporated under the laws
of the Province of Alberta
("the Employer")

—and—

MARTINA SKINNER

("the Employee")

Collectively

("the Parties")

WHEREAS the Employer has by Bylaw 2018-06 established the position of Chief Administrative Officer;

AND WHEREAS Martina Skinner is employed by the Employer as its Chief Administrative Officer;

AND WHEREAS the Employer desires to continue the services of the Employee as its Chief Administrative Officer and the Employee desires to accept the Village's engagement upon the terms and conditions herein contained;

AND WHEREAS the Parties agreed to enter into a written employment contract (the "original agreement") to be effective as of September 16, 2021 (the effective date);

AND WHEREAS the Parties wish to modify the Original Agreement to the benefit of both the Employer and the Employee and are entering into this new Employment Agreement ("Agreement") which will supersede any prior employment relationship between the Parties.

NOW THEREFORE in consideration of the material advantages accruing to both Martina Skinner and the Village of Chauvin, the Parties agree as follows:

TERM

This Agreement will be reviewed in December of each year. This Agreement and the employment will continue until terminated under the provisions herein.

POSITION and DUTIES

The Employee is employed and appointed to the full-time position of Chief Administrative Officer (as that term is contemplated in the Municipal Government Act R.S.A 2000, c.m—26, and any amendments thereto) of the Village and shall be responsible and accountable to the Council of the Village of Chauvin ("Village Council" or "Council") for the administration of the Village and to report to the Village Council.

It is recognized that the Chief Administrative Officer ("CAO") position is based on a 30-hour work week, the parties recognize that the Employee will, as necessary, be required to attend meetings and travel outside regular working hours. The Employee will be compensated for these meetings and mileage for out-of-town meetings based on the fee schedule outlined in the council organizational minutes.

The Employer recognizes that the above mentioned meetings and travel, done outside of regular working hours will have an impact on the overall totally yearly wage of the CAO, but that this will not impact the "base salary" amount.

The CAO agrees that included in the position, the CAO agrees to attend all regular and special meetings of Council. And that no additional compensation will be given for these meetings.

GOOD FAITH, FIDELITY, and DILEGENCE

The Employee will devote his/hers full working time and attention to the business and affairs of the Employer and to the carrying out of his/her employment duties and obligations.

The Employee shall at no time conduct himself/herself, either professionally in his/hers on-duty conduct or personally in his/hers off-duty conduct, in such a manner as to bring the Village or its representative, officers, or elected officials into public disrepute or ridicule.

The Employee shall always conduct himself/herself in such a manner which complies with the Code of ethics established by the Local Government Administration Association of Alberta, as amended from time to time, and all related documents thereto.

The Employee agrees to avoid any external commitments that interfere with his/her obligations to the Employer or that constitute a potential or actual conflict of interest.

The Employee shall not commence for or with any other person during his/her term of employment under this Agreement without prior approval of Council.

The Employee agrees that he/she will, at all times during the tenure of his/her employment, refrain from publicly taking positions in conflict with those of the Employer.

RENUMERATION and PERFORMANCE EVALUATION

The Employer shall pay the Employee an annual base salary of \$89,115.60, less required withholdings, payable in accordance with the regular payroll policies.

Without limiting the generality of the foregoing, the Employee 's base salary will be increased no less than any "cost of living adjustment" approved by Council for all Village of Chauvin employees for the applicable year. Any bonus shall be entirely discretionary and shall not be considered a regular part of the Employee 's compensation.

The Employer shall conduct an annual review and evaluation of the performance of the Employee. The Employer reserves the right, in its sole discretion, to conduct further or additional reviews and evaluations of the performance of the Employee as it deems appropriate from time to time.

BENEFITS AND VACATION

The Employee will receive benefits, vacation and sick time in accordance with the Village of Chauvin's Employee Policy.

BUSINESS EXPENSES

The Employer shall reimburse the Employee for necessary and reasonable business expenses incurred by the Employee in the discharge of his/hers duties under this Agreement, provided that such expenses shall be reimbursed only when supported by proper receipts, invoices, or vouchers that are submitted to the Employer within a reasonable time frame from the date upon which such expenses are incurred or approved by the Employer.

ASSOCIATIONS, PROFESSIONAL DEVELOPMENT, and PUBLICATIONS

The Employer and Employee recognize the mutual value of continuing relevant professional development. Therefore, the Employee, at the expense of the Employer, may attend such professional development courses, seminars, or workshops for education purposes as may be recommended or approved by Council, provided that the Employee successfully completes such professional development course, seminar, or workshop.

TERMINATION

The Employer may terminate this Agreement and the Employee 's employment at any time for just cause, provided that a majority of all elected official of the Village of Chauvin Council approves such termination in its unfettered discretion.

In such circumstances, the Employee is entitled only to his/hers earned salary and the entitlements to the date of termination.

Upon such payment, the Employee shall have no further claim against the Employer for the termination.

The Employer may terminate the Employee's employment without just cause for any reason, in its unfettered discretion, by providing the Employee six (6) month's advance written notice to that effect, or, payment in an amount equivalent to six (6) months salary and benefits, less required deductions; plus an additional one (1) month per year of service (calculated pro rata) at the time of termination up to a maximum of eight (8) months' notice or salary and benefits payment. The benefit portion of this payment shall be calculated as what the Employer's cost of benefit premium contributions would have been for each month of payment in lieu of notice. It is acknowledged and agree by the parties that the provision of such payment is reasonable and adequate and will fulfill all requirements for notice or payment in lieu thereof to which the Employee is entitled arising out of termination of employment.

The Employee may terminate his/her employment by providing the Employer one (1) month advance written notice to that effect. If such notice is given by the Employee, the Employer may at its option waive the required notice and simply pay out the Employee all base salary that would have been earned by the Employee until the end of the one (1) month notice provided with the Employees last day and new effective date of resignation being the date of this election by the Employer.

The Parties expressly acknowledge that the notice and/or payment identified above represents the extent of the agreed—upon reasonable notice or payment in lieu of reasonable notice required when the Employees terminated without just cause. Upon such payment, the Employee shall have no further claim against the Employer for the termination.

PUBLIC DISCLOSURE and PUBLICATION OF THIS AGREEMENT

The Parties acknowledge that the Municipal Government Act R.S.A 2000, c.m—26, and any amendments thereto, and any amendments hereto, requires providing the public with information governing the salary of the Chief Administrative Officer.

The Parties further acknowledge the interests of the public in the disclosure of the Chief Administrative Officer 's terms and conditions of employment. Therefore, the Parties agree to the publishing of a copy of the Agreement in its entirety, fully executed by the Parties, to the Village of Chauvin 's website.

The Employee agrees to the public disclosure of this Agreement, even though it contains personal information that would be protected from disclosure by the Employer but for his/hers consent and acknowledges that by executing this Agreement he does so consent.

In providing the consent for publishing and public disclosure of this entire Agreement, fully executed by the Parties, the Employee acknowledges the following:

- a. That the published Agreement will be accessible to any member of the public; and
- b. That the Agreement will remain accessible to the public for an indefinite period.

PROTECTION FROM LIABILITY

In addition to the protection from liability afforded by the Municipal Government Act R.S.A 2000, c.m—26, and any amendments thereto, the Employer agrees to indemnify and hold harmless the Employee from and against all costs, charges, and expenses whatsoever that the Employee sustains or incurs in or about an action, suit, or proceeding that has been brought, commenced, or prosecuted against the Employee for or in respect of any act, deed, matter, or thing whatsoever made, done, or permitted by the Employee in or about good faith execution of his/hers duties hereunder, excepting such costs, charges, or expenses related to any action taken or take or statements made by the Employee if the Employee was proven to be dishonest, grossly negligent, guilty of willful misconduct, guilty of defamation, or was otherwise acting in bad faith.

If the Employer requires the Employee to be bonded, the costs relating to the place of such bonding shall be borne by the Employer.

This Agreement constitutes the entire agreement between the Employee and the Employer concerning their employment relationship. It supersedes all other agreements or contracts, whether verbal or written, between the Parties.

The Employee acknowledges that he/she has had a reasonable opportunity to seek independent legal advice with respect to this Agreement and its terms.

The Employee agrees to return to the Employer, immediately upon termination of this Agreement and regardless of the reason for the cessation of the employment relationship, all business documents, records, files, equipment, and all other property of the Employer, including copies of any such items.

This Agreement may be amended at any time by mutual agreement of the Parties in writing.
This Agreement is not assignable in whole or in part.

This Agreement shall be government by the laws of the Province of Alberta.

The invalidity or unenforceability of any term of this Agreement shall be severable from, and shall not affect the enforceability of the remainder of this Agreement.

EXECUTED at the Village of Chauvin, Alberta by Martina Skinner and a duly authorized representative of the Village of Chauvin this 9th day of December 2024.

VILLAGE OF CHAUVIN

Per: _____
Mayor, Village of Chauvin

SIGNED, SEALED AND
DELIVERED in the presence of:

Per: _____

CAO, _____

Witness as to the signature of CAO