

THIS AGREEMENT made this ¹⁵ day of April, 2014

BETWEEN:

NOVA SCOTIA COLLEGE OF ART & DESIGN UNIVERSITY, a body corporate, (the "University")

- and -

DIANNE CHRISTINE TAYLOR-GEARING (MRS.), of the City of Calgary, Province of Alberta, (the "President")

WHEREAS it is the desire of the University to have Dianne Christine Taylor-Gearing (Mrs.) serve as President of Nova Scotia College of Art & Design University;

AND WHEREAS Dianne Christine Taylor-Gearing (Mrs.) has undertaken to serve as President of Nova Scotia College of Art & Design University on the terms and conditions set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, for and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, Nova Scotia College of Art & Design University and Dianne Christine Taylor-Gearing (Mrs.) covenant and agree as follows:

1. **TERM**

1.1 The appointment as President of the University shall be for a term of five years commencing on August 4, 2014 and concluding on August 3, 2019 (the "Term"), unless terminated earlier in accordance with the provisions of this Agreement.

1.2 The President warrants that she has the skill, ability and qualifications to perform the duties as President of the University. Furthermore, the President warrants that the personal information provided to the University during the hiring process is accurate.

1.3 This agreement is conditional on the President obtaining and maintaining a valid work permit to act at President.

2. **DEVOTE FULL TIME TO POSITION**

2.1 The President agrees with the University to diligently and faithfully perform the functions and duties conferred on or assigned to her by the Board of Governors of the University. The President shall devote full time to the position of President and as such exercise such powers and carry out those duties as is incumbent upon one in such office so to do.

2.2 The President shall not accept any other employment or remuneration appointment to an agency, board or organization external to the University without the prior approval of the Chair of the Board of Governors.

2.3 The President shall be bound by and shall faithfully observe and abide by all applicable policies, rules and regulations of the University from time to time in force which are brought to her notice or of which she should reasonably be aware.

3. **REMUNERATION**

3.1 The annual salary of the President effective August 4, 2014 shall be in the amount of \$210,000, less required statutory deductions.

3.2 On July 1 of each year of this Agreement the President's annual salary may be increased by an amount to be established by the Governance and Human Resources Committee and approved by the Chair of the Board of Governance.

3.3 The Governance and Human Resources Committee and the Chair of the Board of Governors shall review the President's performance and effectiveness on an annual basis and the Chair of the Board of Governors and the Chair of the Human Resources Committee shall meet with the President to discuss with the President the results of the performance review together with any comments or recommendations arising therefrom.

4. **BENEFITS**

4.1 The President shall be provided with such insurance and other benefits as are more fully described in Schedule "A" hereto. Such benefits shall be provided during the Term as well as during any period of paid leave which the President may be entitled to take pursuant to this Agreement subject to the conditions stated in Schedule "A". The University will take steps to waive any waiting period for benefits.

5. **PENSION PLAN**

5.1 The President shall participate in the University's Pension Plan in accordance with the terms and conditions thereof and more particularly described in Schedule "B" hereto subject, however, to such amendment made thereto from time to time in accordance with said Plan.

6. **EXPENSES**

6.1 The President shall be reimbursed in accordance with the University's policies for reasonable and necessary expenses incurred in connection with the fulfillment of her role as President. Expenses shall only be reimbursed upon presentation of qualifying receipts. Such expenses are to be approved by the Chair of the Board of Governors or his/her designate.

6.2 A budget for professional development shall be established annually in consultation with the Chair of the Board of Governors and entertainment expenses of the President shall not exceed the budget unless otherwise approved by the Chair of the Board of Governors.

6.3 The President shall be reimbursed for all reasonable travel expenses actually and properly incurred by her in connection with her duties as President. Whenever possible, such expenses shall be supported by statements, invoices or vouchers. The travel budget for the President and her spouse shall be established annually in

consultation with the Chair of the Board of Governors and travel expenses of the President shall not exceed the budget unless otherwise approved by the Chair of the Board of Governors.

7. AUTOMOBILE

7.1 The University shall reimburse the President the sum of \$4,800 per annum for use of her automobile in conducting business on behalf of the University.

8. VACATION

8.1 The President shall be entitled to an annual leave of vacation period equal to six (6) weeks in addition to statutory holidays. Vacation will be taken on dates agreed to between the President and Chair of the Board of Governors. It is understood that vacation days not used may not be carried forward to a subsequent year without approval of the Chair of the Board of Governors.

9. TERMINATION

9.1 The President may terminate her employment, at any time during the Term, by providing six months written notice to the University.

9.2 The University may terminate the employment of the President at any time without just cause by providing the President with notice as follows:

- (a) before August 3, 2016 - eight (8) months' notice (less statutory deductions and less any income earned by the President during the notice period);
- (b) after August 3, 2016 - eight (8) months' notice plus one additional month of notice per year of service (less statutory deductions and any income earned by the President during the notice period).

9.3 The notice provided by the University pursuant to Article 9.2 may be working notice, pay in lieu of notice or any combination thereof, at the University's option.

9.4 The payments provided to the President pursuant to Article 9.2 are provided inclusive of the President's entitlement to reasonable notice, pay in lieu of notice, termination pay under the *Labour Standards Code* or at common law.

9.5 The President's short term and long term disability coverage shall end on the last day that the President is actually at work prior to the termination of her employment, for whatever reason.

9.6 It is agreed that the above provisions relating to termination without just cause do not apply to any failure to renew this Agreement following the expiry of the Term.

9.7 The University agrees to provide the President with a lump sum payment on completion of the Term in the amount of \$30,000 (less required statutory deductions) on account of relocation costs and expenses.

10. DISABILITY

10.1 If the President is unable to discharge her duties because of mental or physical illness or disability, she shall be entitled to continuing compensation in accordance with the University's policy on sick leave and, in the event of becoming Totally Disabled, as defined in the long term disability plan which may be in effect from time to time, she shall be entitled to long term disability benefits in accordance with the plan and, in the case of being Totally Disabled, the University shall have no obligation whatsoever to pay to the President the salary provided for under Article 3 hereof or to top-up the amount of disability benefits paid to the President.

10.2 Upon the occurrence of the Disability of the President, the President thereupon shall be deemed to have resigned from the position of President and shall continue as an employee of the University with continuing entitlement to such disability benefits as she may be eligible to receive as stated above.

10.3 Upon the deemed resignation of the President as President the University shall have the immediate right to appoint a successor as the President.

10.4 The Parties recognize that this provision in these circumstances is not discriminatory for the purposes of the *Human Rights Act*. For purposes of this Article 10, but only where capitalized, "Disability" means:

- (a) the President's inability to substantially fulfill her duties as President on a full-time basis for a continuous period of three (3) months or more; and
- (b) either
 - (i) a determination that the relevant disability is of indefinite duration and that the medical prognosis indicates that the President shall not likely be able to fulfill her duties as President on a full-time basis within one (1) year of the commencement of the said three (3) month period, or
 - (ii) written notification from the President (or her personal representative, as the case may be) to the Chair of the Board of Governors that the President does not intend to fulfill her duties as President on a full-time basis within one (1) year of the commencement of the said three (3) month period. If there is any disagreement between the Board of Governors and the President (or her personal representative, as the case may be) as to the President's Disability or as to the date any such Disability began or ended, the same shall be determined by a physician mutually acceptable to the Board of Governors and the President whose determination shall be conclusive evidence of any such Disability and of the date any such Disability began or ended (provided that if the Board of Governors and the President are unable to identify a mutually acceptable physician who shall make such a determination, the issue shall be resolved by arbitration in accordance with Article 15 below).

11. JUST CAUSE

11.1 The University may dismiss the President for cause. Should the President be so dismissed, this Agreement shall be terminated, and the University shall thereupon be relieved from any further obligation thereunder.

12. TECHNOLOGY

12.1 Subject to the approval of the Chair of the Board of Governors, the University shall provide to the President with required technological devices (including smart phone and laptop computer) for travel and home to perform her duties.

13. CONFIDENTIALITY

13.1 The President shall not, while employed by the University, nor thereafter, directly or indirectly, without the approval of the Chair of the Board of Governors:

- (i) disclose or use, directly or indirectly, any secret or confidential information, knowledge or data of the University to the detriment of the University howsoever obtained; the terms
- (ii) divulge to any person, firm or corporation any invention, process, technique, program, service of the University, or any other confidential information, patent application, copyright, trademark or trade secret acquired as a result of her employment or in the course of her employment; or
- (iii) divulge to any person, firm or corporation any of the confidential financial affairs of the University.

14. CONFLICT OF INTEREST

14.1 For the purposes of identifying and avoiding actual and potential conflicts of interest, the President personally shall have a continuing obligation to disclose to the Chair of the Board of Governors any personal assets, investments and commercial involvements, and those of her spouse, if known, that may raise concerns about actual and potential conflicts of interest and shall, at least annually, provide a formal report to the Chair of the Board of Governors.

15. TITLE

15.1 The President may use her current title of "Professor" during her term as President.

16. DISPUTE RESOLUTION

16.1 In the event of any dispute or difference arising between the parties hereto as to the construction of this Agreement, or the rights, duties or obligations of either party hereunder, it shall be settled by way of reference to a single arbitrator and if the parties hereto cannot agree upon a single arbitrator, then such dispute shall be settled in accordance with the provisions of the *Commercial Arbitration Act* of Nova Scotia.

16.2 The parties hereto agree that exhaustion of the arbitration process shall be a condition precedent to civil litigation.

17. **HEADINGS**

17.1 The headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the sections of this Agreement nor in any way affect this Agreement.

18. **NOTICES**

18.1 All notices hereunder shall be in writing and served by e-mail, facsimile or overnight courier to the addresses shown below. Either party may change its address by written notice to the other party.

If to the University:
Chair of the Board of Governors
NSCAD University
Nova Scotia College of Art and Design
5163 Duke Street
Halifax, NS B3J 3J6

19. **ENTIRE AGREEMENT**

19.1 This Agreement constitutes the entire understanding between the parties hereto with reference to the subject matter hereof, and this Agreement shall not be amended or modified in any respect except by written instrument signed by both Parties.

20. **APPLICABLE LAW**

20.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia, and the laws of Canada applicable therein.

21. **SEVERABILITY**

21.1 Any provision of this Agreement which is found to be wholly or partly unenforceable shall be severable from, and shall not affect the enforceability of, the balance of this Agreement.

22. **INDEMNIFICATION**

22.1 The President and her heirs, executors, administrators and estate shall at all times be indemnified and held harmless by the University against all costs, charges and expenses which she or they may sustain or incur in or in connection with any action, claim suit or proceeding brought in respect by any act, deed, matter or thing done or permitted by her in or about the execution of her duties as President, or alleged so to be, except such costs, charges and expenses which arise out of or are occasioned by her own bad faith conduct, willful default or neglect.

23. SUCCESSORS AND ASSIGNS

23.1 The President may not assign this Agreement.

23.2 The within Agreement shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and permitted assigns.

24. TIME OF THE ESSENCE

24.1 Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement effective the date first written above.

SIGNED, SEALED AND DELIVERED)
In the presence of)

Original Signed)
Witness)

Original Signed)
Witness)

NOVA SCOTIA COLLEGE
OF ART & DESIGN UNIVERSITY

Original Signed)
Per:)
G. Grant Machum)
Chair, Board of Governors)

Original Signed)
Dianne Christine Taylor-Gearing (Mrs.))

SCHEDULE A

INSURED BENEFITS

The standard University mandatory and voluntary insured benefits provided to full-time employees shall apply, except that in the case of the following benefits special arrangements shall be sought for the remainder of the President's term, subject to the provision of any satisfactory evidence of insurability that may be required.

1. Group Life Insurance

Coverage at the benefit level of

plus

Additional term insurance coverage of

2. Accidental Death and Dismemberment

Coverage at a benefit level equal to the Group Life Insurance benefit.

3. Survivor Income Benefit

4. Long Term Disability

SCHEDULE B

PENSION PLAN PARTICIPATION AND
SUPPLEMENTAL ARRANGEMENT CONTRIBUTION

1. Ms. Dianne Taylor-Gearing shall participate in the University Pension Plan ("Plan") as amended from time to time and shall make the Regular Employee Contributions to the Plan as defined in the Plan. The Board of Governors shall contribute the Employer Contributions of 8% as prescribed by the Plan.