

THIS EMPLOYMENT AGREEMENT made this 12th day of March, 2018.

BETWEEN

**BOARD OF GOVERNORS OF CAPE BRETON UNIVERSITY
(the "BOARD")**

AND

DAVID C. DINGWALL, P.C., Q.C., ICD.D (or the "President")

WHEREAS

- A. The University by its Board of Governors (the "Board") wishes to appoint David C. Dingwall as the President & Vice-Chancellor ("President") of Cape Breton University (the "University") pursuant to the terms of this Agreement and David C. Dingwall wishes to be so appointed;
- B. The Board expects that David C. Dingwall, as President, will be the chief spokesperson for the University and a leader within the University and the wider Cape Breton community;
- C. The Board expects that David C. Dingwall, as President, will provide oversight and direction for the operation of the University and will do so with a spirit of cooperation and in a manner consistent with the University's vision and values.

THE APPOINTMENT

- 1. Subject to the terms and conditions of this Agreement, the Board hereby appoints David C. Dingwall as the President & Vice-Chancellor of the University, and David C. Dingwall hereby accepts the appointment.
- 2. The duties and powers of the President pursuant to this Agreement include those specified in the *Cape Breton University Act*, R.S.N.S. 1989 c. 484 as amended (the "Act").

PERFORMANCE OBLIGATIONS

- 3. David C. Dingwall owes a fiduciary obligation to the University and agrees to diligently and faithfully exercise the powers and perform the functions and duties conferred upon or assigned to him from time to time by the Act, the Board's By-Laws and otherwise by the Board.
- 4. Without limiting the generality of Clause 3 and the limitations, if any, contained in the Act, as President, David C. Dingwall, will have the following duties and powers:
 - (a) to manage, supervise, and direct the academic, research, and other activities of the University as its chief executive officer;
 - (b) to maintain appropriate relationships with the undergraduate, graduate and other students, faculty, staff and alumni of the University;



- (c) to initiate (without derogating from the Board's power to so initiate) and participate in the formulation of University policies to ensure the efficient conduct of the University's business, and in the consideration of all matters before the Board;
- (d) to follow and implement all directions and resolutions of the Board and report to and be accountable to the Board;
- (e) consistent with the budget approved from time to time by the Board (the "budget"), to ensure the appointment of outstanding individuals to the senior administrative positions of the University, and to ensure that adequate review mechanisms and succession plans are established for those individuals;
- (f) to ensure the preparation of draft budgets and the implementation of the budget;
- (g) to formulate sound long-range planning for fundraising and other initiatives for the ongoing development of the University and direct the implementation of those plans when approved by the Board;
- (h) to periodically review the organization and structure of the University;
- (i) to ensure compliance with all legislative and other directives and expectations of governmental authorities from time-to-time;
- (j) to study and appraise results of operations to reinforce successful operations and to rectify any deficiencies or adverse situations;
- (k) to ensure the risks to the University identified in risk assessment processes are appropriately managed and communicated;
- (l) to direct all phases of the daily business operations of the University both personally and through the delegation to qualified individuals of proper authority and responsibility;
- (m) to ensure that the academic and other activities of the University are conducted in compliance with the Act, and Policies and agreements of the University;
- (n) to maintain satisfactory senior-level relationships with third parties generally, including professional advisors, charitable supporters, governments and agencies of governments, in Cape Breton, Nova Scotia and Canada.

REPRESENTATIONS AND FULL TIME WORKING DEVOTION TO THE UNIVERSITY

5. David C. Dingwall represents and warrants that:

- (a) he has the necessary and adequate competency, skills and ability to perform the duties required of him as President;
- (b) subject to Clause 6, during the term of this Agreement, he will devote his entire working time, energies, and skills to the exclusive service of the University and to the diligent promotion of the University's interests; and



- (c) he agrees to not engage in or have any other interest in any other enterprise, occupation or profession, directly or indirectly that conflicts with the interests of the Board.
6. The Board acknowledges and agrees that David C. Dingwall may continue to be a Board member of EK Capital Mortgage Investment Corporation and maintain his ownership interest in Darius Group Inc. provided that he agrees that any other commercial corporate Board or other non-CBU appointments or activities will not take place without prior written approval of the Executive Committee of the Board and provided further that all such appointments or activities, including his membership on the EK Capital Mortgage Investment Corporation Board and his ownership interest in the Darius Group Inc., are permitted only on condition there will be no conflict with, or detraction from, his ability to fulfill his full-time duties and responsibilities as President of the University.

ACCOUNTABILITY TO THE BOARD

7. David C. Dingwall, as President, is accountable to the Board of Governors of the University and shall keep that body properly informed of his activities as President in such manner and at such times as the Board may direct.

UNIVERSITY POLICIES

8. Both parties acknowledge and agree to be bound by the terms and conditions governed by the standards and terms set out in the University's policies as they are established from time to time and David C. Dingwall agrees to comply with the terms of such policies.

CONFIDENTIALITY AND GOOD FAITH

9. The parties acknowledge that they have a duty of good faith in their dealings with each other. David C. Dingwall agrees to keep the affairs of the Board and all of its members and of the University strictly confidential, and not to disclose such to any person, company or firm, directly or indirectly, during or after his employment by the Board, without limit as to time. David C. Dingwall agrees to not use such information for his own or any other person's interests, whether or not such interests conflict with those of the Board's, or the University's, during or after his employment by the Board, without limit as to time.

PROBATION

10. David C. Dingwall's appointment shall be subject first to a probationary period for the period March 31, 2018 until March 30, 2019, both dates inclusive. If the Board, in its sole discretion, decides to terminate the appointment at or prior to the end of the probationary period without having just cause (see Clause 28 below), then the University will pay David C. Dingwall severance equal to one year of his base salary (see Clause 14 below) but will have no financial or other liability to David C. Dingwall if the basis for such termination is just cause. For clarity, if there is such just cause, all benefits (see Clause 17 below) shall be wholly and immediately cancelled.



INITIAL TERM OF APPOINTMENT

11. David C. Dingwall's initial appointment shall be a period of five (5) years commencing March 31, 2018 and ending March 30, 2023 (the "initial term"), subject to earlier termination by the Board as provided for in this Agreement.

RENEWAL OF APPOINTMENT

12. The initial term may be renewed (the "extended term") upon mutual agreement in writing between the Board and David C. Dingwall prior to the expiry of that term. The renewal shall be for one further five (5) year period, or such lesser period as the parties may agree, subject to such other terms as are then agreed upon by the parties, and subject to earlier termination by the Board as provided for in this Agreement. If David C. Dingwall wishes to renew his appointment for such extended term, he will provide written notice of such intention to the Board no later than March 30, 2022.

RESIGNATION

13. The President will provide the Board with a minimum six months' written notice should he resign prior to the expiry of the initial or extended term of his appointment.

SALARY AND PERFORMANCE APPRAISALS

14. During the term of his appointment, the Board shall pay David C. Dingwall a base salary of Two Hundred and Ninety Thousand Dollars (\$290,000) per year, in twenty-six (26) equal bi-weekly installments, subject to such increments in such base salary as the Board, in its absolute discretion, may from time to time determine, either in conjunction with his annual performance appraisal by the Board (see Clause 15 below), or otherwise.
15. The Board shall conduct performance appraisals of the President, initially prior to the end of his probationary period (see Clause 10 above) and then, no later than June 30th of each year thereafter, the first such post probation appraisal to occur no later than June 30, 2020. The Board agrees to establish performance criteria, and indicators or measurements of performance annually, no later than ten (10) months in advance of the annual performance appraisal, i.e. the first such criteria, indicators or performance measures will be established and provided to the President by no later than May 31, 2018.

TECHNOLOGY

16. The Board will provide the President with standard technological tools and related service plans required to ensure his ability to carry out his duties and responsibilities under this Agreement, including access to refreshing of such technology in accordance with normal University practice.

BENEFIT PLANS INCLUDING PENSION

17. David C. Dingwall shall have the right and obligation (as noted) to participate fully in the following University's benefit plans:
 - (a) The University Pension Plan (mandatory in accordance with the terms of the Public Service Superannuation Plan) and, in addition, he will be provided with any pension



enhancements, as approved by the Board, from time-to-time for Senior Executives of the University;

- (b) The University's Group Life, *Health, Dental and Travel Insurance and Accidental Death and Dismemberment Plans, each of the Board and David C. Dingwall paying one-half of the required premiums; and
- (c) The University's Sick Leave Program.

*Note: You must be covered by provincial health care to qualify for health/dental and travel insurance.

David C. Dingwall's eligibility, participation and rights (including his payment obligations) in all such plans shall be in accordance with and subject to the terms and conditions of those plans during and at the termination of the term(s) of his appointment and David C. Dingwall shall have no independent rights as against the Board in connection with the said benefits. In the event of an early termination of this Agreement, except because of David C. Dingwall's termination during his probationary period (Clause 10) or dismissal for just cause (Clause 28), any of his rights with respect to the Plans in this Clause will be determined in accordance with the terms and conditions of those Plans.

RELOCATION COSTS

- 18. The Board agrees to repay David C. Dingwall's reasonable costs upon provision of suitable invoices for relocating from Toronto to Cape Breton, to a maximum of Ten Thousand Dollars (\$10,000).

EXPENSES

- 19. All reasonable expenses incurred by the President in the performance of his duties and exercise of his power as President shall be reimbursed in a timely manner in accordance with the University's applicable Policies and Practices.

LOCAL VEHICLE EXPENSES

- 20. The Board shall pay David C. Dingwall standard kilometrage allowances at the University's current kilometrage rate for use of his automobile while on University business, provided that no such allowance shall be paid for daily commuting by him. However, he and the Board may agree that he receive a monthly allowance in lieu of kilometrage in such amount as they may agree.

TRAVEL EXPENSES

- 21. David C. Dingwall shall be entitled to reimbursement for expenses reasonably incurred when travelling on University business. In addition, the University will make an annual budget allocation of Ten Thousand Dollars (\$10,000) (non-cumulative) to reimburse the President's spouse's expenses reasonably incurred by her when accompanying him on University business. Payment by the University for all of the foregoing expenses will be made in accordance with the University's applicable Policies and Practices.



USE OF RESIDENCE FOR ENTERTAINMENT

22. The Board recognizes, and David C. Dingwall agrees, that it is part of the President's role and duties to facilitate informal social exchange and to entertain in the conduct of the business of the University, and often this activity is most appropriately conducted in the President's residence. The Board agrees to pay to David C. Dingwall reasonable direct expenses incurred by David C. Dingwall for entertainment at his residence for the benefit of the University upon presentation of receipted invoices.

ALL PAYMENTS HEREUNDER ARE SUBJECT TO DEDUCTIONS REQUIRED BY LAW

23. All payments to be made by the Board to David C. Dingwall under this Agreement shall be subject to all statutory and other deductions required by law.

LEAVES

24. During the term of his appointment, David C. Dingwall shall be entitled to an annual paid vacation leave of thirty (30) working days. This annual leave is in addition to statutory holidays and the period of Christmas holidays during which the University is closed. The parties agree that every effort will be made to ensure that David C. Dingwall takes his vacation leave each year. However, in exceptional circumstances of the Board preventing David C. Dingwall from taking his full annual vacation entitlement, he shall be entitled to carry over the unused vacation into the following vacation year in accordance with CBU policy if such carry over is permitted by the Board's policy on vacation carry over then in effect.
25. (a) The parties agree that David C. Dingwall is entitled to a paid administrative leave ("Presidential Leave") at the conclusion of his employment under this Agreement following the later of the initial term of his appointment or the extended term, if applicable, at the rate of two point four (2.4) months for each completed year of service under this Agreement to a maximum for all such service of twelve (12) months leave. Entitlement to such leave shall only vest if he has completed the third year of the initial term of his appointment. David C. Dingwall's salary during this Presidential Leave shall be equivalent to that amount of his base salary in the immediately preceding calendar year he would have earned during an equivalent time to the length of the Presidential Leave period.
- (b) In the event of an early termination of this Agreement and David C. Dingwall's appointment (see Clauses 29 (Incapacity) and 30 (Termination Without Just Cause)), David C. Dingwall shall be entitled to the paid Presidential Leave he has earned up to the date of his termination. In the case of a dismissal for just cause, any entitlement to the Presidential Leave under this Clause is forfeited by David C. Dingwall.
- (c) Subject to the provisions of the relevant benefit plans, during any period of paid Presidential Leave taken pursuant to this Clause, David C. Dingwall shall be entitled to continue participating in his benefit plans subject to the provisions of Clause 17. The University and David C. Dingwall shall continue to share the premium costs of any benefit plans on the same basis as they were sharing them immediately prior to the commencement of the Presidential Leave.



POST-PRESIDENTIAL OFFICE TEACHING APPOINTMENT

26. The Board agrees to provide to David C. Dingwall, upon the successful conclusion of his term(s) as President under this Agreement, an appointment as a "Specialist in an Applied Field," pursuant to the provisions of Article 35.7 of the current Collective Agreement between the Board and the Cape Breton University Faculty Association, in either the School of Arts & Social Sciences or the Shannon School of Business. Such appointment shall be for a limited period of one (1) year, renewable for up to an additional two (2) years at Mr. Dingwall's option.

David C. Dingwall will be provided with the appropriate standard level of facilities, supplies and services as normally apply to a faculty member holding such an appointment and the only compensation (there shall be no vacation pay, group or pension benefits, or any other payments or entitlements for the appointment) for such appointment shall be a salary equal to 50% of the top rate of the Full Professor Salary Grid in the Collective Agreement between the Board and the Cape Breton University Faculty Association in effect at the beginning of each Academic Year of the appointment. However, he shall not be a member of the CBUFA bargaining unit and it is understood that the only responsibility of this appointment will be teaching assignments of up to nine (9) credits during each Academic Year of the appointment, the timing, methodology and location of which will be determined in consultation with the relevant Administrator at the time.

PROFESSIONAL DEVELOPMENT AND/OR RESEARCH

27. The University will make an annual budget allocation of Ten Thousand Dollars (\$10,000) (non-cumulative) to reimburse the President for expenses incurred by him for professional development and/or research activities, both related to his presidential duties.

TERMINATION

Just Cause

28. If the University has just cause, it may at any time, without notice, dismiss David C. Dingwall. Such dismissal will be for just cause when, without limiting the generality thereof, David C. Dingwall:

- (a) Commits any material breach or default of any provision of this Agreement;
- (b) Is guilty of serious misconduct or neglect in the discharge of his duties and responsibilities hereunder;
- (c) Is convicted of any criminal offence other than an offence which in the reasonable opinion of the Board does not affect his position;
- (d) commits any act or omission which at common law would enable the Board to terminate the employment of David C. Dingwall for cause without notice.

Such dismissal immediately terminates this Agreement and any financial or other entitlement hereunder, including, but not limited to, any Presidential Leave (see Clause



25(a) above) or benefits (see Clause 17 above), which are wholly and immediately cancelled.

Incapacity

29. (a) If David C. Dingwall shall, at any time, by reason of illness or mental or physical disability, be incapacitated from carrying out the terms of this Agreement, the Board, in its discretion, may appoint an Acting President to carry out the responsibilities of that position during a brief period of incapacitation on the part of David C. Dingwall.
- (b) If David C. Dingwall shall continue to be incapacitated for a longer period than six (6) consecutive months or at different times for more than six (6) months in the aggregate in any one calendar year, then in either of such cases his appointment as President may, at the option of the Board, forthwith be terminated in accordance with Clause 30 (Termination Without Just Cause) herein but he shall not be entitled to claim any compensation from the Board in respect of such termination, except that this will not deprive him of whatever pension benefits he may be entitled to pursuant to Clause 17(a) above and payout of the financial value of any accrued Presidential Leave he is entitled to pursuant to Clause 25(a). During such period of incapacity, he shall first exhaust any accrued sick leave to his credit and, if necessary, the Board shall extend such sick leave to cover any additional period of incapacity up to the said six (6) months.
- (c) Should the Board deem it necessary in order to determine David C. Dingwall capacity to discharge his duties and responsibilities, David C. Dingwall hereby agrees to permit his examination by doctors appointed by the Board (but who are not on the Board or related to anyone on the Board), and to permit access to his medical records by the Board-appointed doctors and this provision is agreed to be sufficient approval and informed consent for such actions by the Board or its doctors.

Termination Without Just Cause

30. (a) The Board may by written notice terminate this Agreement at any time, without just cause, by payment to David C. Dingwall of a lump sum equal to one (1) full year of his base salary then in effect. In such event, David C. Dingwall, upon receiving this payment, hereby releases the University, the members of its Board of Governors, its officers, employees, attorneys, agents and insurers, from any and all claims that he may have against any of them, except that this will not deprive him of whatever benefits he may be entitled to pursuant to Clauses 17 (Benefit Plans Including Pension*) and 25(a) (Presidential Leave), above.
- (b) David C. Dingwall acknowledges that if the Board invokes this provision, his agreement with this Clause will constitute, subject to clause (i) above, a full and deliberate waiver of any and all claims he might otherwise have had to require the Board to terminate his appointment as President by following the rules of natural justice and/or procedural fairness.

Handwritten signatures in black ink, appearing to be the signatures of David C. Dingwall and a representative of the Board.

*Note: His entitlement under this Clause will be whatever his pension rights are under Clause 17(a) above, and whatever his group benefit rights are under Clause 17(b) for the one (1) year severance period.

RETURN OF UNIVERSITY PROPERTY & OUTSTANDING EXPENSES

31. Upon the termination of this Agreement for any reason, David C. Dingwall will as soon as reasonably possible thereafter deliver, or cause to be delivered, to the University all books, documents, computers, phones, devices, records, data, notes, reports, proposals, lists, sketches, correspondence, materials, effects, money, securities or other property belonging to the University, or for which the University is liable to others, and any and all copies or reproductions of any of the foregoing which are in the possession, charge, care, control or custody of David C. Dingwall in his role as President.
32. Upon the termination of this Agreement for any reason, David C. Dingwall shall submit and the University shall pay any outstanding expenses incurred by David C. Dingwall or his spouse in accordance with this Agreement within one (1) month of the termination date or David C. Dingwall's last day of work, whichever is later.

GENERAL

33. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto with respect to the employment of David C. Dingwall by the Board and no terms, conditions, warranties, promises, contracts, understandings, representations, agreements, or undertakings of any nature whatsoever, express or implied, exist between the parties with respect to this Agreement except as contained herein. No change in the terms of this Agreement shall be binding unless in writing and duly executed by the parties hereto.
34. Benefit & Binding. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors and administrators of David C. Dingwall and the successors and assigns of the Board.
35. Waivers. The failure of a party to insist in one or more cases upon the strict performance of any of the provisions in this Agreement or to exercise any right herein contained will not be construed as a waiver or relinquishment for the future of that provision or right and no waiver by any party of any provision of this Agreement will be deemed to have been made unless expressed in writing and signed by that party.
36. Time. Time will be of the essence of this Agreement.
37. Assignment. This Agreement is not assignable by David C. Dingwall, in whole or in part. The Board may assign this Agreement.
38. Severability. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only such provision and all other provisions hereof shall continue in full force and effect.
39. Further Assurances. David C. Dingwall will from time to time execute and deliver all such further documents and do all acts and things as the Board may require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.



40. Notice. Any notice to be provided by either party under this Agreement must be provided in writing.

GOVERNING LAW

41. This Agreement is to be governed solely by the laws of the Province of Nova Scotia.

ARBITRATION

42. In the case of any dispute of 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 determined exclusively by way of an arbitration by a single arbitrator, and not in any court of law. The Arbitration shall be conducted in accordance with the provisions of the *Commercial Arbitration Act* of Nova Scotia, and if the parties cannot agree upon an arbitrator, then such will be determined in accordance with the provisions of the *Commercial Arbitration Act* of Nova Scotia.

EFFECTIVE DATE

43. This Agreement shall be effective only upon its signing by David C. Dingwall and upon its signing by the proper officers of the Board.

IN WITNESS WHEREOF the parties hereto have set their hands and affixed their seals the day and year first above written.

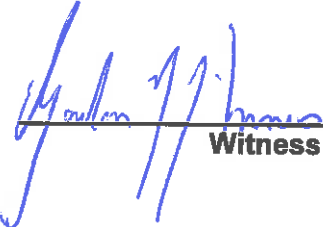
SIGNED, SEALED AND DELIVERED)
In the presence of:)



Witness)



Witness)




Witness)


**BOARD OF GOVERNORS OF THE
CAPE BRETON UNIVERSITY**



A. ROBERT SAMPSON
Chair



TERRY KELLY
Executive Member



DAVID C. DINGWALL, P.C., Q.C., ICD.D

**MEMORANDUM OF AGREEMENT
BETWEEN
Board of Governors of
CAPE BRETON UNIVERSITY (The Board)
AND
Cape Breton University Faculty Association (CBUFA)**

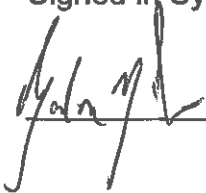
Whereas incoming President David C. Dingwall has requested a three-year teaching appointment of a "Special Academic Position" following completion of his presidential term(s);

And whereas the Board and CBUFA have considered this matter;

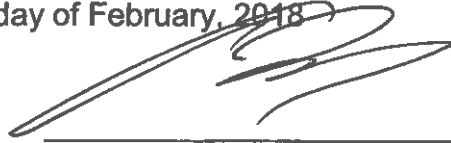
Now, therefore, the Parties agree on a without prejudice, without precedent basis, that Mr. Dingwall, as a specialist in an applied field, will be provided with such appointment pursuant to Article 35.7 (Special Academic Appointment) at the conclusion of his term(s) as President of Cape Breton University.

Such appointment shall be for a limited period of one (1) year, subject to the Employer's right to renew such appointment for up to two (2) additional years as may be agreed upon by Mr. Dingwall and the Board. It is understood that the only responsibility of this appointment will be for teaching assignments of up to 9 course credits during each academic year of the appointment.

Signed in Sydney, Nova Scotia this ^{9th} day of February, 2018



CBU Board of Governors



Cape Breton University Faculty Association