

RENEWAL AND AMENDING AGREEMENT made this 30th day of September, 2022.

BETWEEN

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

AND

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

WHEREAS

- A. The Board appointed David C. Dingwall, P.C., K.C., ICD.D, as the President & Vice-Chancellor of Cape Breton University (the "University") pursuant to the terms of an Agreement dated and signed March 12, 2018 (the "Employment Agreement"), for an initial term of five (5) years ending March 30, 2023;
- B. The Board and David C. Dingwall amended the Employment Agreement by an Amending Agreement dated and signed October 23, 2020 (the "Amending Agreement"), and together, the Employment Agreement and the Amending Agreement form the "Amended Employment Agreement;"
- C. Pursuant to Clause 12 of the Amended Employment Agreement, David C. Dingwall's initial term may be renewed for an extended term of five (5) years, or such lesser period as the parties may agree, subject to such other terms as are agreed upon by the parties;
- D. David C. Dingwall provided written notice in February 2022 of his wish to renew his appointment for an extended term, as required by the Amended Employment Agreement;
- E. The Board is obligated to conduct an annual review of the President's performance and the Board has discretion to revise the President's compensation as a result of this review, or otherwise, pursuant to the Amended Employment Agreement;
- F. The process to review the President's performance, as required and in light of the request to renew his appointment, began on March 4, 2022, when the Board struck a Presidential Review Committee comprising seven Board members, mandated to perform the President's annual review and make recommendations to the Board on the President's renewal and compensation (the "Committee");
- G. Between March 7, 2022 and March 31, 2022, the Committee met by teleconference and exchanged electronic communications to establish a process, share relevant documents and information, select individuals to be interviewed, develop interview questions, and schedule interviews;
- H. Between April 8, 2022 and May 9, 2022, the Committee interviewed eight members of the University community and two community stakeholders to solicit detailed feedback on the President's performance;
- I. The Committee also considered:
 - The President's contract,
 - Current contracts for six other Maritime university presidents,

- Expectations and performance obligations of the President embedded in the Amended Employment Agreement, the Board By-laws and the *Cape Breton University Act*,
 - Changes in key performance indicators for the University since March 31, 2018, including enrolment growth and financial performance,
 - The University's Organization Chart and Leadership Team,
 - The Community Partners for a Stronger Cape Breton University report, with an emphasis on theme areas and recommendations,
 - University milestones since April 9, 2018, and
 - The Strategic Plan 2019-2024;
- J. On June 23, 2022, the Committee met separately with the President and with Board Chair Robert Sampson;
- K. As a result of its review process, the Committee noted the following milestones achieved at the University since the start of the President's initial term in April 2018:
- A significant improvement in the University's financial stability;
 - A nearly 70% increase in enrolment as of the 2020-2021 academic year, despite the impact of the COVID-19 pandemic;
 - Improved engagement with communities across Cape Breton Island/Unama'ki;
 - A \$54 million investment in the University by the Province of Nova Scotia, including funding for the Centre for Discovery and Innovation, deferred maintenance, and the University's Strategic Healthcare Initiative;
 - Establishment of the CBU School of Nursing, with enrolment increased to 161 seats;
 - Acquisition of Tartan Downs for a proposed mixed-use residential development for the benefit of both students and the broader community;
 - Capital additions totalling \$28.2 million;
 - Development of the first Strategic Plan in over 20 years; and
 - Establishment of the first Task Force on Enrolment Management at the University;
- L. As a result of the Committee's comprehensive review of the President's performance, the Committee recommended the President's appointment be renewed for an initial extended term of three years with the option of a further two-year extension, and the Committee made four recommendations regarding the President's compensation (together, the "Recommendations");
- M. On June 24, 2022, the Recommendations were presented to the Board and the Board voted unanimously to accept and approve the Recommendations; and
- N. As a result of the Board's unanimous approval of the Recommendations, the Board and the President wish to renew the Amended Employment Agreement on the following terms and conditions in accordance with Clause 12 of the Amended Employment Agreement.

RENEWAL OF APPOINTMENT

1. David C. Dingwall's appointment as President & Vice-Chancellor of the University is renewed for a further three (3) year period commencing March 31, 2023 and ending March 30, 2026 (the "Initial Extended Term").
2. The Initial Extended Term may be renewed for a further two (2) year term upon mutual agreement in writing between the Board and David C. Dingwall prior to the expiry of that term, 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 the Amended Employment Agreement.
3. If David C. Dingwall wishes to renew his appointment beyond the Initial Extended Term, he will provide written notice of such intention to the Board no later than March 30, 2025.

AMENDMENT

4. Effective June 1, 2022, the President's base salary as provided in Clause 14 of the Amended Employment Agreement shall be adjusted by the same percentage awarded to members of the Cape Breton University non-union group.
5. The President's base salary shall be adjusted by the same percentage awarded to members of the Cape Breton University non-union group for that year, in each year of the Initial Extended Term.
6. The President shall be entitled to an annual bonus in a range between 0% and a maximum of 12% of the President's annual base salary in each year of the Initial Extended Term. The amount of this bonus shall be determined by a committee of the Board.
7. Immediately following the cessation of contributions to the Public Service Superannuation Plan (PSSP) and the Supplemental Executive Retirement Plan (SERP) pursuant to Clause 17(a) of the Amended Employment Agreement, the University will begin to accrue a benefit in favour of the President equal in amount to the contributions the University would have made to both the PSSP and the SERP had contributions not ceased. Such accumulated benefit to earn an annual rate of return equal to that earned by the PSSP. The benefit to be paid to the President at the end of the final extended term.
8. The monthly vehicle allowance provided in Clause 20 of the Amended Employment Agreement is increased to Fifteen Hundred Dollars (\$1500.00) per month gross effective April 1, 2022.

REMAINDER OF AGREEMENT UNCHANGED

9. All other terms and conditions of the Amended Employment Agreement continue in full force and effect.


EFFECTIVE DATE

10. 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

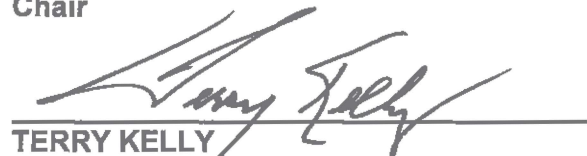


Witness


**BOARD OF GOVERNORS OF
CAPE BRETON UNIVERSITY**



A. ROBERT SAMPSON, K.C.
Chair



TERRY KELLY
Executive Member



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