

THIS EMPLOYMENT AGREEMENT made the 7th day of July, 2023

BETWEEN:

DALHOUSIE UNIVERSITY, a body corporate, (the "University").

- and -

Dr. Kim Brooks, professor and university administrator ("Dr. Brooks")

(each, a "Party" to this Agreement, and together, the "Parties")

WHEREAS:

1. The Board of Governors of the University ("Board of Governors") has approved the appointment of Dr. Kim Brooks to serve as President and Vice-Chancellor of the University;
2. Dr. Brooks has agreed to accept the appointment in accordance with the terms and conditions of this Agreement; and
3. It is the desire of the University and Dr. Brooks to enter into an employment agreement outlining the terms and conditions of the appointment as President and Vice-Chancellor of the University:

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, Dalhousie University and Dr. Kim Brooks covenant and agree as follows:

1. **TERM**

- 1.1 The appointment as President and Vice-Chancellor of the University will be a full-time appointment for a term of five years commencing on August 14, 2023 and concluding on June 30, 2028 (the "Term"), unless terminated earlier in accordance with the provisions of this Agreement. In the event of renewal(s) under section 1.2 below the word "Term" shall include any such renewals.
- 1.2 The University and Dr. Brooks may agree to renew the Term for additional terms, each for a period of up to five (5) years, subject to the processes outlined in the Senior Administrative Appointments Policy (as amended), upon such conditions are mutually agreed upon by them in writing. The Parties further agree that a renewal of the Term shall be agreed upon by no later than six (6) months prior to the expiry of the Term. If the Parties do not agree to extend the Term or if the Parties are unable to mutually agree upon the terms of such renewal, Dr. Brooks' Term as President and Vice-Chancellor will automatically terminate without any further notice or payments in lieu of such notice at the expiry of the Term on June 30, 2028. The Term is subject to earlier termination as provided for under this Agreement.
- 1.3 Dr. Brooks warrants that they have the skill, ability and qualifications to perform their duties as President and Vice-Chancellor of the University. Furthermore, Dr. Brooks warrants that the information provided to the University during the hiring process is accurate.

2. RANK OF PROFESSOR WITH TENURE

- 2.1 The President and Vice-Chancellor role includes an academic appointment at the rank of Professor with tenure in the Schulich School of Law.
- 2.2 Subject to the terms of this Agreement, upon completion of the Term, Dr. Brooks may elect to resume the duties of Professor with tenure at the University as further addressed in Article 12.1.

3. DEVOTE FULL TIME TO POSITION

- 3.1 Dr. Brooks agrees with that they will diligently and faithfully perform the functions and duties conferred on or assigned to Dr. Brooks by the Board of Governors of the University. Dr. Brooks will devote full time to the position of President and Vice-Chancellor and exercise such powers and carry out such duties as are incumbent upon one in such office.
- 3.2 Dr. Brooks will not accept any other employment or paid appointment to an agency, board or organization external to the University without the prior approval of the Chair of the Board of Governors. Dr. Brooks will report any current outside appointments to the Board of Governors.
- 3.3 Dr. Brooks will be bound by and will faithfully observe and abide by all rules and regulations of the University from time to time in force which are brought to Dr. Brooks' notice or of which Dr. Brooks should reasonably be aware.

4. REMUNERATION

- 4.1 The annual salary of Dr. Brooks effective August 14, 2023 will be at the rate of \$406,800 per annum ("Base Salary"), less required statutory deductions and deductions for benefits and pensions. Base Salary will cease at the end of the Term.
- 4.2 Upon completion of the Term, should Dr. Brooks resume the duties of Professor with tenure in accordance with Article 12.1, their remuneration will revert to their professorial annual salary rate. For the 2023-2024 academic year, their professorial annual salary rate is \$229,771. This annual salary rate will be incremented annually beginning July 1, 2024, in accordance with the DFA collective agreement, for the years served in the role of President and Vice-Chancellor.
- 4.3 Dr. Brooks will be provided with \$20,000 per annum in a research grant account ("Research Grant"), which is understood to be used for a research assistant or other research employee(s) in support of their research program. The Research Grant will cease at the end of the Term.
- 4.4 Commencing July 1, 2024 and annually thereafter while Dr. Brooks serves as President and Vice-Chancellor, Dr. Brooks' Base Salary will be reviewed and a merit based increase (if any) will be determined by the Human Resources Committee of the Board of Governors.
- 4.5 The Chair of the Board of Governors and the Chair of the Human Resources Committee of the Board of Governors will review Dr. Brooks' performance and effectiveness on an annual basis and the Chair of the Board of Governors will meet with Dr. Brooks to discuss with Dr. Brooks the results of the performance review together with any comments or recommendations arising therefrom. Dr. Brooks' performance targets for the first year will be established prior to the end of September 2023.

- 4.6 Commencing July 2024 and annually thereafter while Dr. Brooks serves as President and Vice-Chancellor, Dr. Brooks will be entitled to earn a performance incentive of up to 10% of Dr. Brooks' Base Salary (the "Performance Incentive").
- (a) The quantum of the Performance Incentive will be determined annually by the Chair of the Board of Governors, in consultation with the Governance and Human Resources Committee, and will be based on the achievement of identified goals and measurable objectives as mutually agreed upon between the Board of Governors and Dr. Brooks.
 - (b) Dr. Brooks acknowledges and agrees that the award and determination of the amount of any such Performance Incentive is solely at the discretion of the Board of Governors and that unless and until any annual Performance Incentive is determined and paid, Dr. Brooks has no entitlement to any Performance Incentive.
 - (c) Performance Incentive payment(s) are only earned when they are paid and are not earned or payable on a pro-rated basis.

5. **BENEFITS**

- 5.1 Dr. Brooks will be eligible to participate in such insurance and other benefits plans provided for employees of the University. Such benefits will be provided during the Term as well as during any period of paid leave which Dr. Brooks may be entitled to take pursuant to this Agreement, subject to applicable terms and conditions of the benefits contracts.
- 5.2 Dr. Brooks will be reimbursed for reasonable pre-approved moving expenses related to the relocation of their belongings from their current residence to the president's residence. Dr. Brooks will also be provided with approved relocation assistance services through All Points Relocation Services Inc to assist with relocation. Eligible expenses do not include any real estate or legal fees.

6. **PENSION PLAN**

- 6.1 Dr. Brooks will be eligible to participate in the University's Pension Plan and Supplementary Arrangement, subject, however, to such terms and conditions thereof and any amendment made thereto from time to time in accordance with said plans.

7. **ADMINISTRATIVE and SABBATICAL LEAVE**

- 7.1 Upon completion of the Term, and subject to Section 7.6 below, Dr. Brooks will be entitled to an Administrative Leave ("Administrative Leave").
- 7.2 Dr. Brooks will be eligible to take all or a portion of the Administrative Leave following the Term, subject to any qualifying criteria and terms applicable to their faculty member appointment commenced in accordance with Article 12.1. Dr. Brooks will not be eligible to take Administrative Leave during the Term.
- 7.3 The purpose of such Administrative Leave is to provide Dr. Brooks with an opportunity to rebuild their scholarly activity and to prepare for a return to regular teaching as a faculty member for the benefit of the University and its students.

- 7.4 Administrative Leave may be for a period of up to twelve (12) months at one hundred percent (100%) of their professorial annual salary rate in Article 4.2. Entitlement to Administrative Leave will not accrue should the Term be extended or renewed. The total Administrative Leave entitlement shall remain at one (1) year.
- 7.5 While serving administrative leave, Dr. Brooks' appointment will be as professor with tenure. During the entire period of Administrative Leave, Dr. Brooks will be available on a reasonable basis (to a normal maximum of 2 days per month) to advise the Board of Governors on matters relating to collective bargaining, government relations, advancement and such other matters as may be mutually agreed.
- 7.6 Dr. Brooks forfeits any and all Administrative Leave earned under this Agreement, and no compensation in lieu of Administrative Leave will be paid, upon occurrence of any of the following events:
- (a) Dr. Brooks does not commence a faculty position following the end of the Term in accordance with Article 12.1;
 - (b) Dr. Brooks' appointment as President and Vice-Chancellor is terminated during the Term for Cause in accordance with Article 12.4;
 - (c) Dr. Brooks' appointment as President and Vice-Chancellor is terminated without cause in accordance with Article 12.5 prior to June 30, 2028;
 - (d) Dr. Brooks resigns from their appointment as President and Vice-Chancellor or experiences a Disability (as defined in Article 12.6) prior to June 30, 2028; or
 - (e) Dr. Brooks accepts an offer of employment elsewhere during the Term or during the Administrative Leave.
- 7.7 In the event Dr. Brooks resigns from their appointment as President and Vice-Chancellor prior to the end of Term, any consecutive years served in an academic senior administrative role shall be counted as service toward a regular sabbatical leave, subject to all applicable provisions of Article 30 of the DFA Collective Agreement.
- 7.8 As of July 1, 2023, Dr. Brooks has accrued eighteen months of service towards sabbatical and three and a half years of service towards administrative leave. The parties agree these five years of service will count towards sabbatical when Dr. Brooks returns to their academic appointment.

8. **EXPENSES**

- 8.1 Dr. Brooks will be reimbursed in accordance with the University's policies for reasonable and necessary expenses incurred in fulfilling the role of President and Vice-Chancellor. Expenses will only be reimbursed upon presentation of qualifying receipts. Such expenses are subject to the final approval of the Chair of the Board of Governors or their designate.
- 8.2 A budget for entertainment will be established annually in consultation with the Chair of the Board of Governors and entertainment expenses of Dr. Brooks will not exceed the budget unless otherwise approved by the Chair of the Board of Governors.

- 8.3 Dr. Brooks shall be entitled to reimbursement for travel expenses incurred in the performance of their duties pursuant to this Agreement. The amount of reimbursement shall be prescribed in the policies applicable to employees of the University.
- 8.4 When travelling on University business the University shall pay the normal and reasonably incurred costs of any travel by Dr. Brooks' spouse when their spouse accompanies them to a function in which they are engaged in official University business and where it is a benefit to the University that Dr. Brooks' spouse accompanies them.
- 8.5 The annual travel budget for Dr. Brooks and their spouse shall be approved by the Chair of the Board of Governors, and reviewed and updated periodically throughout the year.
- 8.6 If the Chair of the Board of Governors determines, upon Dr. Brooks' request, that membership in a club would be conducive to pursuing the best interest of the University, then the University will pay the initiation fee and all membership dues for Dr. Brooks.
- 8.7 The University will provide Dr. Brooks, during the Term, with the use of the President and Vice-Chancellor's residence. The University will provide for the cost of all utilities (including telephone service and internet access), property insurance, housekeeping, maintenance and upkeep, furnishing and other operating costs of the President and Vice Chancellor's residence. Dr. Brooks will be responsible for any personal expenditures such as personal food and incidentals. Dr. Brooks will also be responsible for maintaining insurance on their personal property at the President and Vice-Chancellor's residence. It is acknowledged by Dr. Brooks that Canada Revenue Agency shall consider this to be a taxable benefit.

9. **AUTOMOBILE**

- 9.1 Dr. Brooks will receive a car allowance of \$1,000 per month.
- 9.2 Notwithstanding section 8.1, the car allowance shall be in full satisfaction of all costs and expenses associated with the business use of Dr. Brooks' vehicle and other local transportation, including the use and maintenance of an automobile. It is acknowledged by Dr. Brooks that Canada Revenue Agency will consider the car allowance to be a taxable benefit.

10. **VACATION**

- 10.1 Dr. Brooks will be entitled to vacation accrued at a rate of twenty-five (25) working days per year, pro-rated for a partial year of service, in addition to statutory and University holidays.

11. **TECHNOLOGY**

- 11.1 Subject to the approval of the Chair of the Board of Governors, the University will provide Dr. Brooks with required technological devices (including smart phone and laptop computer) for travel and home to perform Dr. Brooks' duties.

12. **TERMINATION**

- 12.1 Academic Appointment.

- (a) Upon the termination of Dr. Brooks' duties President and Vice-Chancellor at the end of the Term (or earlier, in accordance with this Article), Dr. Brooks is entitled to a one-time election to commence an appointment as a faculty member under the same terms and conditions of employment applicable to full-time faculty at that time, unless Dr. Brooks resigns from their employment, accepts employment elsewhere, or is terminated for cause in accordance with Article 12.4.
 - (b) For further clarity, if Dr. Brooks resigns from the role of President and Vice-Chancellor, but not their employment, in accordance with Article 12.3, or returns to work following a Disability, Dr. Brooks may elect to remain a faculty member of the University.
 - (c) The University may initiate proceedings for dismissal for Cause from the professorial position only in conformity with and following all procedures and terms specified in the University senate regulations, or collective agreement, as applicable, with appropriate changes made thereto to replace the role of President and Vice-Chancellor as stated therein with the Chair of the Board of Governors.
- 12.2 Expiry of Term. This Agreement terminates automatically as of the end of the Term, if not renewed before such date in accordance with Section 1.2, with no further obligations to Dr. Brooks, subject only to Article 12.1 of this Agreement.
- 12.3 Resignation. Dr. Brooks may terminate their role of President and Vice-Chancellor, this Agreement, and/or their employment at any time during the Term by providing six (6) months' written notice to the University. The University may unilaterally waive all or part of this notice period if it provides to Dr. Brooks a payment equivalent to that Base Salary which Dr. Brooks would have received had the University not waived the notice period. The University and Dr. Brooks may agree in writing to a shorter notice period, in which case the University will only be required to pay Dr. Brooks the Base Salary they would have received during that shorter period. Notwithstanding the foregoing, if Dr. Brooks resigns to accept employment at another Canadian post-secondary institution, the University may waive the notice period and provide a payment equivalent to 6 weeks' worth of Dr. Brooks' Base Salary.
- 12.4 Termination by the University for Cause. The University may dismiss Dr. Brooks for cause from the appointment as President and Vice-Chancellor prior to the end of the Term, where "cause" is defined in accordance with common law ("Cause"). Should Dr. Brooks be so dismissed, this Agreement will be terminated, and the University will thereupon be relieved from any further obligation thereunder, except that the University will ensure Dr. Brooks receives all minimum required entitlements (including statutory notice or pay in lieu of notice, if applicable) in accordance with the *Labour Standards Code*, as amended. Should it later be determined there was no Cause, Dr. Brooks will be limited to receiving entitlements pursuant to the provisions under Article 12.5.
- 12.5 Termination by the University without Cause. In circumstances permitted by the *Labour Standards Code*, as amended, the University may terminate the employment of Dr. Brooks and this Agreement at any time before the end of the Term by providing twelve (12) months' notice to Dr. Brooks ("Notice Period"), which may be working notice, pay in lieu of notice or any combination thereof, at the University's option. If the University terminates Dr. Brooks' employment without Cause (including, but not limited to, constructive termination) prior to the end of the Term, any payment in lieu of notice will be paid as Base Salary only (less statutory deductions and less any income earned by Dr. Brooks during

the Notice Period). The payments provided to Dr. Brooks pursuant to this Article 12.5 are provided inclusive of Dr. Brooks' entitlement to reasonable notice, pay in lieu of notice, termination pay under the *Labour Standards Code*, as amended, or at common law. However, notwithstanding the foregoing, it is the intent of the University to ensure that it does not violate any of the minimum requirements or minimum entitlements prescribed by the *Labour Standards Code*, as amended.

12.6 Disability.

- (a) For purposes of this Article 12.6, but only where capitalized, "Disability" means:
 - (i) Dr. Brooks' inability to substantially fulfill their duties as President and Vice-Chancellor on a full-time basis for a continuous period of three (3) months or more; and
 - (ii) a determination that the relevant disability is of indefinite duration and that the medical prognosis indicates that Dr. Brooks will not likely be able to fulfill their duties as President and Vice-Chancellor on a full-time basis within one (1) year of the commencement of the said three (3) month period.
- (b) If there is any disagreement between the Board of Governors and Dr. Brooks (or a personal representative of Dr. Brooks, as the case may be) as to Dr. Brooks' Disability or as to the date any such Disability began or ended, the same will be determined by a physician mutually acceptable to the Board of Governors and Dr. Brooks whose determination will 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 Dr. Brooks are unable to identify a mutually acceptable physician who will make such a determination, the issue will be resolved by arbitration in accordance with Article 15 below).
- (c) If Dr. Brooks is unable to discharge Dr. Brooks' duties because of mental or physical illness or disability, Dr. Brooks will be entitled to continuing compensation in accordance with the University's policy on sick leave and, in the event of meeting the conditions for total disability under any long term disability benefits plan which may be provided for University employees from time to time ("Totally Disabled"), the University will have no obligation whatsoever to pay to Dr. Brooks the Base Salary provided for under Article 4 hereof or to top-up the amount of disability benefits paid to Dr. Brooks.
- (d) Upon the occurrence of Dr. Brooks' Disability, the University thereupon will have the immediate right to appoint a successor as the President and Vice-Chancellor and Dr. Brooks will continue as an employee of the University with continuing entitlement to such disability benefits as Dr. Brooks may be eligible to receive for being Totally Disabled.
- (e) The Parties recognize that this provision in these circumstances is not discriminatory for the purposes of the *Human Rights Act*, as amended.

12.7 Benefits Cease Upon Termination. Upon termination of Dr. Brooks' employment in accordance with this Article 12, Dr. Brooks is no longer entitled to any Performance Incentive, benefits, payments, and other entitlements under Articles 4.4 and 5 through 11

of this Agreement ("Benefits"), other than as provided under this Article or by the *Labour Standards Code*, as amended, whichever is greater.

- (a) Except to the extent that may be mandated by the minimum requirements of the *Labour Standards Code*, as amended, no Benefits will be provided to Dr. Brooks after notice of termination of this Agreement and Dr. Brooks' employment as President and Vice-Chancellor is provided by the University or by Dr. Brooks (i.e. notice of resignation).
- (b) Except to the extent that may be mandated by the minimum requirements of the *Labour Standards Code*, as amended, Dr. Brooks is not entitled to any pay in lieu of, or damages (including wrongful dismissal damages) in relation to, any Benefits after notice of termination of this Agreement and of Dr. Brooks' employment as President and Vice-Chancellor is provided by the University or by Dr. Brooks (i.e. notice of resignation).

13. **CONFIDENTIALITY**

- 13.1 Dr. Brooks will not, while employed by the University, nor thereafter, directly or indirectly, without the approval of the Board of Governors:
- (a) 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;
 - (b) 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 the President's employment or in the course of Dr. Brooks' employment; or
 - (c) 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, Dr. Brooks personally will have a continuing obligation to comply with the University's Policy on Conflict of Interest (as may be amended or replaced from time to time) and to disclose to the Chair of the Board of Governors any personal assets, investments and commercial involvements, and those of Dr. Brooks' spouse, if known, that may raise concerns about actual and potential conflicts of interest and will, at least annually, provide a formal report to the Board of Governors.

15. **DISPUTE RESOLUTION**

- 15.1 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 will be settled by way of reference to a single arbitrator and if the Parties hereto cannot agree upon a single arbitrator, then such dispute will be settled in accordance with the provisions of the *Commercial Arbitration Act* of Nova Scotia.
- 15.2 The Parties hereto agree that exhaustion of the arbitration process will be a condition precedent to civil litigation.

16. **HEADINGS**

16.1 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 articles of this Agreement nor in any way affect this Agreement.

17. **NOTICES**

17.1 All notices hereunder will 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 Board of Governors
University Secretariat
Dalhousie University
Room 210, Second Floor
Henry Hicks Academic
Administration Building
PO Box 15000
Halifax, NS B3H 4R2
Facsimile: 902.494.6688
Email: secretariat@dal.ca

If to Dr. Brooks:

Dr. Kim Brooks

President and Vice-Chancellor
Dalhousie University

Email:

Kimberley.brooks@dal.ca

18. **ENTIRE AGREEMENT**

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

19. **APPLICABLE LAW**

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

20. **SEVERABILITY**

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

21. **INDEMNIFICATION**

21.1 Dr. Brooks and the heirs, executors, administrators and estate of Dr. Brooks will at all times be indemnified and held harmless by the University against all costs, charges and expenses which 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 Dr. Brooks in or about the execution of their duties as President and Vice-Chancellor, or alleged so to be, except such costs, charges and expenses which arise out of or are occasioned by Dr. Brooks' own bad faith conduct, willful default or neglect.

22. SUCCESSORS AND ASSIGNS

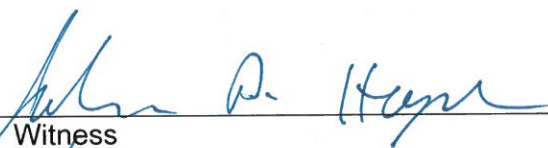
22.1 Dr. Brooks may not assign this Agreement without the written consent of the University.

22.2 The rights which accrue to the University under this Agreement will pass to its successors and assignees. This Agreement will inure to the benefit of and be enforceable by Dr. Brooks' personal representatives, executors, administrators, heirs, distributees, devisees and legatees.

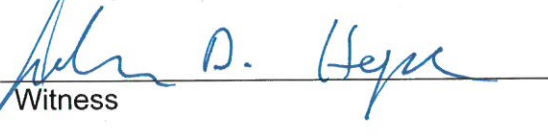
23. TIME OF THE ESSENCE

23.1 Time will be of the essence of this Agreement.

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



Witness



Witness

DALHOUSIE UNIVERSITY

Per:



Cheryl Fraser
Chair, Board of Governors



Dr. Kim Brooks