

THIS AGREEMENT made this 1st day of February, 2021.

BETWEEN:

THE GOVERNORS OF ATHABASCA UNIVERSITY
(hereinafter called the “**Board**” or the “**University**”)

OF THE FIRST PART

- and-

MS. DEBORAH MEYERS
(hereinafter called “**Ms. Meyers**”)

OF THE SECOND PART

WHEREAS the Board, in accordance with the powers vested in it pursuant to the Alberta *Post-Secondary Learning Act*, wishes to appoint Ms. Meyers as Interim President of Athabasca University;

AND WHEREAS Ms. Meyers has agreed to accept this appointment as Interim President of Athabasca University (hereinafter called the “**Interim President**”), on the terms and conditions outlined in this Agreement;

AND WHEREAS Ms. Meyers currently holds the position of Vice President Finance and Administration and Chief Financial Officer of Athabasca University (hereinafter called the “**VPFA/CFO**”), which appointment is subject to the terms and conditions outlined in an employment agreement between Ms. Meyers and Athabasca University, dated July 4, 2018, which expires on September 3, 2023 (hereinafter called the “**VPFA/CFO Contract**”);

NOW therefore this Agreement witnesses that in consideration of the covenants and agreements herein contained, the parties agree as follows:

1. EMPLOYMENT AND APPOINTMENT

1.1. The Board hereby employs and appoints Ms. Meyers to the position of Interim President, and Ms. Meyers agrees to render her services to the Board in this capacity, on the terms and conditions outlined in this Agreement.

1.2. Subject to the terms and conditions of this Agreement, Ms. Meyers will also continue to hold her position as VPFA/CFO. So long as Ms. Meyers holds the position of Interim President, she will not receive any compensation with respect to her appointment as VPFA/CFO.

2. TERM OF AGREEMENT AND DUTIES

- 2.1. Ms. Meyers's appointment as Interim President shall commence effective **April 1, 2021** and shall continue until the earlier of (i) **December 31, 2021** or (ii) the day immediately preceding the date the President-Designate officially takes office (hereinafter called the "**Term**"). The Term may be subject to earlier termination as provided for in this Agreement.
- 2.2. During the Term, Ms. Meyers agrees to diligently perform such duties and exercise such powers related to the office of President in accordance with the Alberta *Post-Secondary Learning Act* and as may be assigned and specified from time to time by the Board, so long as such duties and powers are as customarily done by a President of an educational institution of similar size and stature to Athabasca University. Ms. Meyers shall fulfill the accountabilities of the role of Interim President to a high standard of professional competence.
- 2.3. The Board grants and delegates to Ms. Meyers all powers as are necessary and appropriate for the proper performance of her duties and obligations in the role of Interim President, as set out in the Position Profile for the President as amended from time to time in the Board's sole discretion. The Position Profile for the President is attached to this Agreement as **Appendix "A"**. The Mandate for the Interim President is attached to this Agreement as **Appendix "B"**. The Position Profile for the President and the Mandate may be changed from time to time by the Board, acting reasonably, as the Board deems appropriate, without causing termination of this Agreement. It is further agreed that this Agreement will then be considered amended accordingly and the remaining terms and conditions of this Agreement shall continue in full force and effect.
- 2.4. Ms. Meyers shall truly and faithfully account for and deliver to the University, all money, securities and things of value belonging to the University, which Ms. Meyers may from time to time receive for, from, and on account of the University.

3. REGULATIONS, POLICIES, AND CONFLICTS OF INTEREST

- 3.1. Ms. Meyers shall be bound by and shall faithfully observe all applicable laws and regulations (including but not limited to the Alberta *Conflicts of Interest Act*) and the rules, regulations and policies of the University as they may be amended or created from time to time, including the Code of Conduct for Members of the University Community and, as the President is a member of the Governors of Athabasca University pursuant to the *Athabasca University Regulation*, the

University's Code of Conduct and Conflict of Interest Guidelines for the Board of Governors (which two Codes of Conduct are hereafter collectively referred to as the "Codes of Conduct").

- 3.2. Ms. Meyers must conduct herself impartially at all times and avoid real and apparent conflicts of interest and make all necessary and applicable disclosures mandated by the Alberta *Conflicts of Interest Act* as amended from time to time, and as contained in the Codes of Conduct.

4. SALARY

- 4.1. The annual base salary payable to Ms. Meyers during her term as Interim President shall be **\$290,000.00** (the "**Base Salary**"), which shall be payable in accordance with Athabasca University's payroll schedule for management employees. The foregoing amount is subject to the withholdings and deductions required by law.
- 4.2. The Base Salary is subject to review and adjustment during the Term, at the discretion of the Board, and in a manner that is consistent with all applicable policies, procedures, legislation, regulations, amendments, directives and guidelines, including the Alberta *Reform of Agencies, Boards and Commissions Compensation Act*, and regulations thereunder.

5. PENSIONS

- 5.1. The Executive shall be entitled to participate in the Universities Academic Pension Plan on the terms and conditions specified in the Universities Academic Pension Plan (Alberta), as amended from time to time and shall receive pay in lieu of a supplementary pension plan, which shall be recalculated annually or as required in accordance with the University's Executive Special Increment Procedure as it is amended by the University from time to time. The Executive Special Increment Procedure is attached to this Agreement as Appendix "C". The total cost to the Board of the Retirement plan and the amount paid in lieu of a supplementary pension plan shall be no greater than the maximum contribution rate allowed under the *Income Tax Act* (Canada).

6. BENEFITS

- 6.1. The Executive shall be entitled to participate in Health Benefits commensurate with the Executive's position, provided that the total annual cost to the University of all Health Benefits shall not exceed 5% of the Executive's Base Salary. All Health Benefits provided by the University to the Executive shall be done in accordance with the formal plan documents or policies, and any issues with respect to entitlement or payment of Health Benefits shall be governed by the terms of such documents or policies establishing the benefit in issue. The University reserves the right

to change, substitute and delete benefits from time to time, so long as such change, substitution or deletion does not materially or detrimentally affect any right, protection or benefit to which the Executive is entitled, and that any resulting benefit shall be substantially similar to the benefits to which the Executive is entitled hereunder.

6.2. Athabasca University will deduct from Ms. Meyers's salary all contributions due from her under any benefit plans.

6.3. Any taxable benefits assessed by Canada Revenue Agency in respect to the compensation, benefits and perquisites provided to Ms. Meyers in accordance with the terms and conditions of this Agreement are the sole liability of Ms. Meyers.

7. VACATION AND HOLIDAYS

7.1. During the term of this agreement, Ms. Meyers shall be entitled to accrue vacation at a rate of thirty-five (35) days of annual vacation provided, however, that such vacation shall be scheduled to the mutual convenience of both Ms. Meyers and the Board or Board Designate, and where there is a discrepancy, the Chair of the Board shall choose when vacation days are to be taken after reasonably considering and attempting to accommodate Ms. Meyer's preferences.

7.2. Vacation days accrued, during Ms. Meyers term as Interim President, but not used by December 31 in calendar year shall be paid out rather than carried forward to the next calendar year, unless prior written approval is obtained from the Board or Board Designate.

8. VEHICLE AND PARKING

8.1. The University shall reimburse Ms. Meyers for vehicle expenses in accordance with the Government of Alberta *Travel, Meal and Hospitality Expenses Directive*, as amended from time to time. It is expressly agreed and understood that Ms. Meyers shall not claim and shall not be entitled to any travel expenses associated with travel to her primary office location.

8.2. The Board shall provide Ms. Meyers with parking at the Executive's primary Athabasca University campus.

9. TERMINATION

9.1. Termination for Just Cause

9.1.1. The Board may at any time summarily terminate Ms. Meyers's employment as Interim President and VPFA/CFO for just cause without prior notice or payment in lieu of notice.

Just Cause means any matter that would constitute just cause for termination from employment at common law. In the event of termination of Ms. Meyers' employment for cause, she shall be entitled to receive any earned but unpaid amounts of the Base Salary in addition to compensation for any earned but unused benefits, vacation and general holidays, less deductions required by law, up to the effective date of termination, but thereafter shall not be entitled to receive any further compensation, benefits, notice, damages or otherwise.

9.2 Termination Without Cause

- 9.2.1 The Board may, in its sole discretion, terminate Ms. Meyers employment as both Interim President and VPFA/CFO without just cause. In such circumstances, the terms and conditions of her VPFA/CFO Contract will govern the amount of working notice and/or pay in lieu of notice to be provided.
- 9.2.2 The Board may, in its sole discretion, terminate Ms. Meyers's appointment as Interim President prior to the end of the Term by providing her with 30 days working notice.
- 9.2.3 Ms. Meyers agrees and acknowledges that termination of her appointment as Interim President in accordance with Article 9.2.2 shall not constitute constructive dismissal of her employment as VPFA/CFO, and that she shall not be entitled to any further notice or compensation associated with the termination of her appointment as Interim President beyond the notice provided for by Article 9.2.2, whether pursuant to contract, common law, statute, or otherwise.

9.3 Termination by Ms. Meyers

- 9.3.1 Ms. Meyers may resign from the position of Interim President and revert to the position of VPFA/CFO by providing no less than three (3) months' prior written notice to the Board (the "**Reversion Notice Period**").
- 9.3.2 Upon receipt of such notice of resignation from position of Interim President, the Board may either require Ms. Meyers to continue to perform her duties as Interim President until the earlier of the end of the Reversion Notice Period, or end of the Term of this Agreement, or the Board may in its sole discretion revert Ms. Meyers to the position of

VPFA/CFO at any time after receipt of the notice, without additional compensation or obligation to Ms. Meyers.

10. REVERSION TO VPFA/CFO POSITION AT END OF TERM

10.1. At the end of the Term of this Agreement, provided that Ms. Meyers's employment has not been terminated in accordance with this Agreement, and that she has not already reverted to the position of VPFA/CFO in accordance with this Agreement and provided further that is she is not then by reason of death or permanent disability unable to perform the usual duties of a VPFA/CFO, then her employment with Athabasca University will continue as VPFA/CFO in accordance with the VPFA/CFO Contract.

11. PROPERTY RIGHTS

11.1 The Executive acknowledges and confirms that the University shall be entitled to own and control all proprietary technology, and financial, operating, and training ideas, processes, and materials, including works of expression and all copyrights in such works, that are developed, created or conceived by the Executive during the course of this Agreement (collectively referred to as "Contract Developments"), to the extent that such Contract Developments relate to the University's current or potential business or undertakings, or if such Contract Developments were in any part undertaken in connection with this Agreement or with the University supplied software or equipment, or on the premises of the University or its customers or contractors. The Executive agrees that all copyrightable materials generated or developed under this Agreement, including computer programs and documentation, should be owned exclusively by the University. Accordingly, the Executive hereby agrees to disclose, deliver, and assign all moral and legal rights associated with such patentable inventions, discoveries, and improvements, trade secrets, and all works subject to copyright, and further agrees to execute all documents, patent applications, and arrangements necessary to further document such ownership and/or assignment and to take whatever other steps may be needed to give the University the full benefit of them. In the event that the University promulgates a policy on intellectual property ownership after the Effective Date of this Agreement that applies to the Executive and results in any inconsistency between the newly created policy and this subsection, the policy shall govern.

11.2 Upon the expiry of the Agreement or on termination otherwise of this Agreement, the Executive shall forthwith deliver or cause to be delivered to the University all books, documents, effects, money, securities or other property belonging to the University or for which the University is liable

to others which are in the possession, charge, control or custody of the Executive. The provisions of this Section shall survive the termination or expiration of this Agreement.

12. CONFIDENTIALITY

- 12.1 At all times during the Term of this Agreement and after the Termination Date, the Executive will keep strictly confidential all Confidential Information and shall not disclose the Confidential Information to any unauthorized persons, except with the express consent of the Board, or otherwise as required by law. The provisions of this Article shall survive the termination or expiration of this Agreement.
- 12.2 The Executive recognizes and understands that in performing the Executive's duties and responsibilities as President of the University, the Executive will occupy a position of trust and confidence and as a fiduciary, pursuant to which the Executive has and will develop and acquire wide experience and knowledge with respect to the business carried on by the University and the manner in which such business is conducted. It is the expressed intent and agreement of the Executive and of the University that such knowledge and experience shall be used solely and exclusively in the furtherance of business interest of the University and not in any manner detrimental to the University. The Executive therefore agrees that, so long as the Executive is employed by the University pursuant to this Agreement, the Executive shall not engage in any practice or business that competes, directly or indirectly, with the business of the University. The Executive further agrees that the Executive's fiduciary duties shall survive the termination of the Executive's employment for any reason.
- 12.3 The Executive further acknowledges and agrees that the benefits and payments provided for pursuant to this Agreement constitute good, valuable and sufficient consideration for the Executive's agreement to the terms of this Agreement, including the restrictions set out in this Article 12. The Executive hereby freely agrees that all restrictions contained in this Article are reasonable, valid and necessary protections of the University's proprietary interests and hereby waives any and all defences to the strict enforcement thereof by the University.
- 12.4 The Parties acknowledge and agree that the University would suffer irreparable injury in the event of any breach by the Executive of the confidentiality obligations in this Article 12. Accordingly, the Executive hereby acknowledges and agrees that damages would be an inadequate remedy at law in connection with the breach and that the University is therefore entitled, in addition to any

action for damages, to temporary and permanent injunctive relief enjoining and restraining the Executive from any such breach.

13. INDEMNIFICATION

13.1 The University shall indemnify and save harmless Ms. Meyers from and against any claims, actions, demands, proceedings, penalties, fines and costs including, without limitation, all legal costs and disbursements that may arise out of or are in any way connected with any act or omission of Ms. Meyers occurring both in good faith and in the discharge of Ms. Meyers' duties and responsibilities as Interim President, provided that:

13.1.1. Ms. Meyers has not been grossly negligent in exercising or failing to exercise her duties and responsibilities as Interim President; and

13.1.2. The University will not have any obligations to pay legal costs and disbursements incurred by or on behalf of Ms. Meyers, unless such costs and disbursements are charged by a lawyer of a firm or lawyers selected by or otherwise acceptable to the University.

13.2 Nothing in Article 12 prevents the University from obtaining one or more policies of insurance to satisfy, in whole or in part, its obligations under this Article.

14. INTERPRETATION AND ENFORCEMENT

14.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties and with respect thereto. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied or statutory between the parties other than as expressly set forth in this Agreement.

14.2 Amendments and Waivers

No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both parties hereto. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

14.3 Assignment

Neither this Agreement nor the rights or obligations hereunder may be assigned by either party.

14.4 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 to provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

14.5 Notices

Any demand, notice or communication (collectively “**Communication**”) to be made or given in connection with this Agreement shall be made or given in writing and may be made or given by personal delivery or by registered mail addressed to the recipient as follows:

To Ms. Meyers: Ms. Deborah Meyers
 [s.17\(1\)](#)

To the Board: The Governors of Athabasca University
 Athabasca University
 1 University Drive
 Athabasca, Alberta T9S 3A3
 Attention: University Secretary

or such other address as may be designated by either party to the other. Any Communication made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if made or given by registered mail, on the third day, other than a Saturday, Sunday or statutory holiday, following the deposit thereof in the mail. If the party giving any Communications knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be made or given by personal delivery.

14.6 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

14.7 The parties acknowledge and agree that:

14.7.1. they have each read the terms and conditions of this Agreement;

14.7.2. they have each had the opportunity to obtain legal advice about this Agreement;

14.7.3 they each understand the terms and conditions of this Agreement; and

14.7.4. they accept the terms and conditions set out in this Agreement.

IN WITNESS WHEREOF the Parties duly execute this Agreement as of the date and year first written above.

The Governors of Athabasca University

Original Signed by Nancy Laird

Original Signed by Deborah Meyers

Ms. Deborah Meyers

Original Signed by Charlene Polege

Witness