

## CONTRACT OF EMPLOYMENT

**THIS AGREEMENT** is made at St. John's in the Province of Newfoundland and Labrador this 22<sup>nd</sup> day of May 2020.

**BETWEEN** HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Clerk of the Executive Council (herein called the "Employer")

**AND** Elizabeth Kidd of s. 40(1) in the Province of Newfoundland & Labrador (herein called the "Executive")

**WHEREAS** the Employer is desirous of availing of the services of the Executive;

**AND WHEREAS** the Executive has agreed to perform the duties for the benefit of the Employer on the terms and conditions set out herein;

**THIS AGREEMENT WITNESSES** that, in consideration of the promises and covenants expressed herein, the parties agree as follows:

### 1. **SERVICE**

- 1.1 In accordance with Order in Council 2020-085, the Executive has been appointed as President and Chief Executive Officer of the College of the North Atlantic (the "College") by the Lieutenant-Governor in Council. The appointment is effective June 1, 2020.
- 1.2 The Executive will operate under the general direction of the Board of Governors of the College of the North Atlantic (the "Board") and carry out the duties and responsibilities of President and Chief Executive Officer in accordance with the provisions of the *College Act, 1996* (the "Act").
- 1.3 The President and Chief Executive Officer will be located at the College of the North Atlantic headquarters in Stephenville, NL.
- 1.4 The Executive's service in accordance with this Agreement shall be considered continuous service for the purpose of calculating benefits.

### 2. **PAYMENT AND BENEFITS**

- 2.1 The Employer shall pay to the Executive during the Term of this Agreement one hundred and eighty thousand dollars (\$180,000) per annum, payable in accordance with the College's scheduled payroll practices as determined

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from time to time and subject to withholding of all income taxes and any other deductions required by law or statute and other deductions authorized in accordance with the Employer's policies. The Executive's salary shall be adjusted from time to time in accordance with approved general salary increases applicable to executive employees of the Government of Newfoundland and Labrador.

2.2 The following deductions shall be made from the payments to the Executive made under Clause 2.1:

- (a) Income Tax;
- (b) Canada Pension Plan;
- (c) Employment Insurance;
- (d) Public Service Pension Plan;
- (e) Group Health and Life Insurance Plan applicable to permanent employees of the Government of Newfoundland and Labrador; and
- (f) any other deductions required by law or specified by the Executive.

3. **ANCILLARY DOCUMENTS INCORPORATED**

3.1 The parties agree that the following terms and conditions of employment also form part of this Agreement, except as expressly modified by the terms contained in this Agreement:

- (a) the Executive Compensation Policy and Procedures Manual; and
- (b) all other policies of the Employer and College applicable to personnel and executive;

3.2 The Executive agrees that she is aware of and agrees to be bound by the terms of the Employer's Policies and such amendments as the Employer may enact in its sole discretion. The Executive further agrees that any new Employer policies that are approved by Treasury Board and introduced by the Employer during the term of this Agreement will be incorporated into this Agreement and the Executive agrees to be bound by them.

3.3 The Parties agree that in the event of any conflict between this Agreement and the aforementioned policies, this Agreement shall prevail.

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**4. HOURS OF WORK**

- 4.1 The Executive shall carry out her duties and responsibilities during normal business hours of the College and at other times as may be reasonably required by the Board from time to time.
- 4.2 While it is understood and agreed that the Executive is employed on a full time basis by the Employer, the hours of work involved will vary and be irregular and the Executive shall dedicate those hours as are reasonably required to meet the objectives of employment by the Employer.
- 4.3 The Executive is not entitled to any additional compensation for working on a statutory holiday or for overtime hours outside of the normal business hours of the Employer.

**5. BENEFITS**

**Medical Plan**

- 5.1 The Executive shall during the term of her employment under this Agreement participate in and contribute to the Group Health and Life Insurance Plan applicable to College employees in accordance with the terms of that plan as may be amended from time to time, and is entitled to avail, at her own cost, of the optional insurance benefits available through the Employer (hereafter the "Optional Benefits").
- 5.2 The Executive agrees, confirms and acknowledges that she is solely responsible for:
- (a) inquiring into the availability, cost and terms of any desired Optional Benefits and for applying for the same, if any, within the applicable time-limits and restrictions that may apply;
  - (b) accessing, completing and filing any forms that may be required to either change, modify, alter or ensure the continuation of Group Health and Life Insurance benefits, including Optional Benefits, if applicable, during the term of this Agreement and, in particular, in the event of any break in paid service, including for example and without limitation, parental leave, unpaid sick leave, special leave without pay, unpaid suspension, temporary layoff, etc.;
  - (c) except in the case of approved parental leave, paying the full cost of continuing any Group Health and Life Insurance coverage, including Optional Benefits, during any breaks in paid service. The Executive

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further acknowledges that any break in paid service can result in loss of Group Health and Life Insurance coverage, including Optional Benefits, should she fail to take the necessary steps to ensure continued coverage within the time-limits and restrictions that may apply; and

- (d) reviewing her payroll statements throughout the term of this Agreement to ensure that deductions for Group Health and Life Insurance benefits, including Optional Benefits if applicable, accurately correspond to her understanding of any coverage for which she has applied and to notify the Pension and Group Insurance Administration Division of the College immediately on the discovery of any disparity.

#### Pension

- 5.3 The Executive shall during the term of her employment under this Agreement participate in and contribute to the Public Service Pension Plan applicable to Government of Newfoundland and Labrador Executives in accordance with the terms of that plan as may be amended from time to time.

### 6. PAID LEAVE

- 6.1 In accordance with the Employer's Policies applicable to deputy ministers and equivalents, the Executive shall be entitled to:
  - (a) Paid leave to be accumulated at the rate of 2.92 days per month (35 days per year).
  - (b) Paid holidays on those days designated as holidays for Government of Newfoundland and Labrador employees with the College.
- 6.2 The Executive shall receive the prior approval of the Chair of the Board before commencing leave.

### 7. TRAVEL EXPENSES

- 7.1 In addition to the amounts payable pursuant to Clause 2.1, the Employer shall reimburse the Executive, at the rate established by the College's Policies for travel expenses incurred by the Executive in the performance of this Agreement, provided such travel has been pre-authorized by the Chair of the Board.

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**8. INJURY ON DUTY**

- 8.1 If the Executive is injured while carrying out the duties and responsibilities described in Clause 1.2, the Executive shall receive any compensation due in accordance with the *Workplace Health, Safety and Compensation Act*, RSNL 1990 c.W-11.

**9. CONFIDENTIALITY & NON-SOLICITATION**

- 9.1 The Executive shall not at any time during or subsequent to the term or the termination of this Agreement, however caused, either directly or indirectly communicate or divulge Confidential Information to anyone else that the Executive gained in the course of or as a result of her employment with the Employer, other than to a person employed by the College or the Government of Newfoundland and Labrador authorized to know such information, nor shall she in any manner use the same for any purposes other than those of the Employer, except with the prior written consent of the Chair of the Board.
- 9.2 The Executive agrees that upon her receipt of any subpoena, process or other request to produce or divulge, directly or indirectly, any Confidential Information to any entity, agency, tribunal or person, the Executive shall timely notify and promptly hand deliver a copy of the subpoena, process or other request to the Employer and Chair of the Board.
- 9.3 For the purpose of Clause 9, "Confidential Information" shall include all information the Executive receives, discovers, develops or has access to involving any operations, deliberations or decisions of the Government of Newfoundland and Labrador and includes:
- (a) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Employer.
  - (b) all information that is developed based upon Confidential Information including the work product of the Executive; and

Confidential Information shall not include any information which is or becomes part of the public domain through no act or omission of the Executive.

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- 9.4 Upon the Executive's termination, however caused, and for a period of twelve (12) months following termination, the Executive agrees to refrain from soliciting any employee of the Employer to terminate their employment or from hiring any employee of the Employer.

## 10. STATUTORY COMPLIANCE

- 10.1 The Executive hereby confirms that she is not currently subject to any mandate which would be in conflict with her employment pursuant to the terms of this Agreement and will not, during the Term of this Agreement, accept any mandate that would put her in any such conflict. Without limitation of the foregoing, the Executive confirms that she shall comply with the provisions of the *Conflict of Interest Act, 1995*, S.N.L. 1995, c.C-30.1., the *Access to Information and Protection of Privacy Act*, S.N.L. 2002, c A-1.1, the *Management of Information Act* S.N.L. 2005 c M-1.01, *Transparency and Accountability Act*, S.N.L. 2004 c.T-8.1, the *College Act, 1996*, and such other laws as are applicable to Executives of the Government of Newfoundland and Labrador.

## 11. DISCLOSURE STATEMENTS

- 11.1 The Executive shall, upon identifying any potential conflict that could contravene Clause 10 of this Agreement or upon proposing to undertake an activity that may contravene the *Conflict of Interest Act, 1995*, S.N.L. 1995, c. C-30.1, or upon becoming aware that an activity that she has already undertaken may contravene the *Conflict of Interest Act, 1995*, disclose in writing full particulars of the activity to the Employer and Board of Governors, in accordance with the provisions of the *Conflict of Interest Act, 1995* and be subject to the directions of the Employer and the processes and procedures provided for under the said Act.

## 12. INTELLECTUAL PROPERTY AND OWNERSHIP OF RECORDS/ PROPERTY

- 12.1 All data, work and records produced or compiled by the Executive in the performance of this Contract shall be and remain the property of the College and she waives all moral rights in such data, work and records.
- 12.2 Upon termination, the Executive shall return all Employer property to the College including but not limited to her College ID/access card, office key(s), computer, mobile device, records, documents, and files.

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**13. TERMINATION FOR CAUSE**

- 13.1 The Executive's employment may be terminated at any time, without notice, for cause. "Cause" means the Employee has willfully refused to obey a lawful instruction of the Employer, or has committed misconduct or been so neglectful of duty that the interest of the Government of Newfoundland and Labrador is adversely affected thereby, or has otherwise been a material breach of a provision of this Agreement.
- 13.2 If the Employer terminates the Executive's employment for cause, the employee shall not be entitled to any notice or pay in lieu of notice and said termination shall be effective immediately upon written notice.
- 13.3 If the Employer terminates the Executive's employment for cause, the Employee shall receive:
- (a) regular salary up to the date of termination;
  - (b) pay for unused paid leave.

**14. TERMINATION WITHOUT CAUSE**

- 14.1 The Employer may terminate this Agreement and the Executive's employment at any time, without cause or for any reason not specifically set out in this Agreement, by providing the Executive with:
- (a) regular salary up to the date of termination;
  - (b) pay in lieu of notice in accordance with Section 6.2 of the Executive Compensation Policies and Procedures and Human Resource Policies;
  - (c) pay for unused paid leave.

**15. RESIGNATION BY THE EMPLOYEE**

- 15.1 This Agreement may be terminated by the Executive at any time upon thirty (30) calendar days notice in writing to the Employer.

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15.2 Should the Executive choose to terminate her employment, she shall receive:

- (a) regular salary up to the date of resignation;
- (b) pay for unused paid leave.

15.3 For greater clarity, payment for unused paid leave shall be calculated at the salary rate in effect under clause 2.1.

**16. TOTAL TERMINATION BENEFITS**

16.1 The Executive agrees that the compensation and benefits paid to her in accordance with this Agreement constitute the total termination benefits payable by the Employer and are in full and final satisfaction of all payments to which she is entitled from the Employer.

**17. NOTICES**

17.1 All notices shall be in writing and shall be deemed to have been received by the addressee as of the date on which they are delivered where delivery is by registered mail, a party or by messenger or special courier service to the following address:

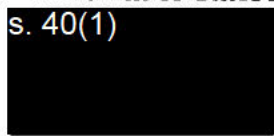
17.2 The address for notices shall be:

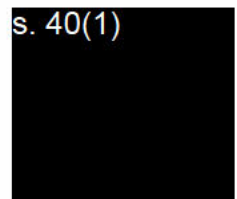
**For the Employer**

Elizabeth Day  
Clerk of the Executive Council  
P.O. Box 8700  
St. John's, NL A1B 4J6

**For the Executive:**

Elizabeth Kidd  
President & Chief Executive Officer, CNA

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18. **ENTIRE AGREEMENT**

18.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements or arrangements, written or oral, relating to the subject matter of this Agreement.

19. **AMENDMENT**

19.1 If at any time during the continuance of this Agreement, the parties deem it necessary or expedient to make any alteration or addition to this Agreement, they may do so by means of a written agreement between them which shall be supplemental to and form part of this Agreement.

20. **ASSIGNMENT**

20.1 This Agreement may not be assigned in whole or in part by the Executive.

21. **SURVIVAL**

21.1 Clauses 9 (Confidentiality and Non-Solicitation) and 12 (Intellectual Property and Ownership of Records/Property) shall survive this Agreement.

22. **WAIVER**

22.1 The failure of the Employer to enforce a right provided under this Agreement or a remedy arising from a breach of this Agreement shall not constitute a waiver of that right or remedy or future rights or remedies.


23. **APPLICABLE LAW**

23.1 This Agreement shall be interpreted, performed and enforced in accordance with the laws of Newfoundland and Labrador.

24. **INDEPENDENT LEGAL ADVICE**

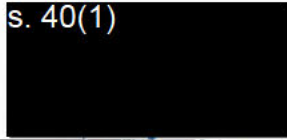
24.1 The Executive acknowledges that she was afforded the opportunity to seek independent legal advice prior to signing this Agreement and that she signed this Agreement without duress or coercion of any kind.

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**IN WITNESS WHEREOF** the parties have signed this Agreement on the date and at the place first before noted.

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Witness

s. 40(1)



Elizabeth Day  
Clerk of the Executive Council

s. 40(1)



Witness

s. 40(1)



Elizabeth Kidd  
President and Chief Executive Officer



November 14, 2022

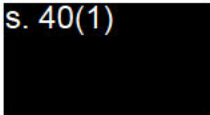
Elizabeth Kidd  
President & CEO  
College of North Atlantic

Dear Liz:

As per our discussions at the board meeting on October 18th, 2022, the Board recognizes that the demands of your position as President and CEO of College of the North Atlantic require a significant amount of time at the St. John's Office. At present, our Board governance work and our Strategic Plan renewal require a sustained effort to forge and build strong relationships with industry, all three levels of government, and other educational institutions. The bulk of these connections happen in St. John's. The Board of Directors has acknowledged that this ongoing travel status places a significant burden on both your personal and professional time. As we work through the legislative changes proposed by the College, the Board requests that you continue to dedicate as much time as necessary to work from the Topsail Road office of CNA in St. John's.

While operating on extensive travel status is clearly not ideal or sustainable in the long term, your ongoing efforts to keep travel expenses to a minimum while operating from St. John's are noted and appreciated. As you know, the Board and the College Executive are fully aligned on the need to continue moving the college forward, create stronger relationships with all our clients and stakeholders and attending functions that create positive exposure for CNA. This work is critically important as we continue to strive towards the creation of an educational institution that efficiently and effectively anticipates and responds to industry needs, and student career aspirations, and, in so doing develops our most important resource, our people, whose skills, competencies and confidence will drive the economy of Newfoundland and Labrador.

Sincerely,

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Alastair O'Rielly  
Chairperson, CNA Board of Governors