

October 29, 2014



Dear Sara,

In my capacity as Chair of the Board of Governors, I am delighted you have agreed to serve a third five year term as President of OCAD University. This follows the unanimous recommendation of the Presidential Review Committee and the affirmative vote of the Board of Governors at its June 16, 2014 meeting.

This letter sets out the terms and conditions of your third term as President of OCAD University. The terms of the contract have been approved by the Executive Committee of the Board of Governors at its meeting on August 20, 2014.

Your duties as President are summarized in the position description attached as Appendix A.

The terms are as follows:

1. **Commencement Date:** July 1, 2015.
2. **Term:** 5 years, concluding on June 30, 2020.
3. **Compensation:**
 - (a) **Salary:** You will continue to be paid your current annual salary of \$257,500 per year, which will be paid in 26 bi-weekly installments of \$9,903.85, minus applicable deductions. This salary is not on a PTR (progress through the ranks) grid, as is the case with other university employees. Instead, your compensation package will be reviewed periodically, at your request, by the Chair and Vice-Chair(s) of the Board of Governors, in consultation with the Chair of the Audit, Risk and Finance Committee and the Director, Human Resources, with the possibility of increases in salary based on a combination of performance and cost of living increases, where permitted under the *Public Sector Compensation Restraint to Protect Public Services Act*, 2010, and any future amendments thereto, and where judged appropriate by the relevant chairs.
 - (b) **Benefits:** You will continue to be eligible to participate in the university's benefit package, including extended medical and dental (medical premiums are paid 10% by the employee and 90% by the university while dental premiums are 100% university paid); life insurance (current maximum benefit \$350,000; premiums are paid 50% by the employee and 50% by the university – a taxable benefit); accidental death and dismemberment (premiums are paid 50% by the employee and 50% by the university); and long-term disability (LTD premiums are 100%

employee-paid). You will also be eligible for sick leave, emergency leave, family medical leave or such other authorized absences as may be permitted under OCAD University policies or by statute.

- (c) **Pension:** You will continue to be eligible to participate in the university's registered pension plan, which is a defined contribution scheme, through which the university will contribute 15% of your gross salary, subject to Revenue Canada maximums.
 - (d) **Car Allowance:** You will continue to receive an annual car allowance of \$10,000.
 - (e) **House Allowance:** You will continue to receive an annual house allowance of \$12,000.
4. **Faculty Appointment:** Following completion of your full presidential term on June 30, 2020, or if this contract is terminated by mutual consent, without cause or on notice by you to the University, you continue to be guaranteed a full-time tenured teaching position with the University at the rank of professor, in which case your salary placement will be at the C22 level.
5. **President Emerita:** Following completion of your full presidential term on June 30, 2020, or if this contract is terminated by mutual consent, without cause or on notice by you to the University, you will be appointed as President Emerita of OCAD University in recognition of your long and distinguished service to the University. In this position, you will continue to represent the University and advance its interests subject to the direction of the President and Chair of the Board of OCAD University. The position description for the President Emerita is attached as Appendix B.
- (a) **Compensation:** For the first 5 years of your appointment as President Emerita, you will receive an honorarium of \$50,000 per year, which will be paid in 26 bi-weekly installments of \$1,923.08, minus applicable deductions, reflecting the University's expectations that you will continue to advance the University's interests. Thereafter, you will not receive any compensation, but will continue to enjoy the title of President Emerita for the remainder of your life, subject to paragraph 5(b) below.
 - (b) **Removal for Legal Cause:** While fully respecting and acknowledging your academic freedom, the Board of Governors reserves the right to withdraw the title of President Emerita at any time if, in its judgment, exercised reasonably, there is legal cause to do so based on your future employment or conduct. In the event the title is withdrawn during the period you are receiving compensation, you will receive the lesser of (i) 18 months' salary (\$75,000 in total), or (ii) the amount of compensation remaining to be paid in the five year compensation period.
6. **Vacation:** You will receive 4 weeks of vacation per year. As with all other employees, up to 10 days (2 weeks) of unused vacation time may be carried forward to the next fiscal year.

7. **Administrative Leave:**

- (a) You will earn a year of administrative leave at full salary for serving your entire third five year term as President (2015-2020), the leave to be taken in the year following completion of your service as President (the 2020-2021 academic year). If you leave office prior to completing your full term, you would forfeit the administrative leave unless you (a) you leave office on notice to the University and return to the faculty as a professor, or (b) you are terminated without cause and return to the faculty, or (c) by mutual consent, you leave office and return to the faculty. In each of (a), (b) and (c), you will receive administrative leave proportional to the portion of your five year term that you have served as President, calculated monthly.
- (b) In order to preserve continuity of your leadership of the University, in lieu of taking the administrative leave you have earned for your second five year term as President (2010-2015), the University will pay you cash in lieu of the year of leave. This amount (\$257,500) will be paid in 60 equal monthly installments of \$4,292, minus applicable deductions, beginning in July 2015 and concluding in June 2020. As this leave has been earned as of the date of completing your second term (June 30, 2015), these payments are guaranteed and will be paid to you regardless of whether or not you complete your third five year term as President.

8. **Research leave:** You will be entitled to take 4 weeks of research leave per year for the purpose of sustaining your research and/or artistic practice. Except as otherwise agreed between you and the University, unused research leave cannot be carried forward from one year to the next.

9. **Termination of Contract:**

- (a) **Bases for Termination:** This contract may be terminated on the following bases:
 - (i) By both parties upon mutual consent;
 - (ii) By the Board of Governors at any time without notice or payment in lieu thereof where there is just cause for termination;
 - (iii) By the Board where there is no just cause for termination upon the provision to you of notice and/or payment in lieu of notice equal to either (a) the difference between your presidential and OCAD University professorial salaries and benefits (not including the car and house allowances) for a period of 18 months (or whatever lesser number of months that may be remaining in your five year term) or, (b) if you choose not to take the faculty appointment at OCAD University pursuant to paragraph 4 above, the full value of your presidential salary and benefits (not including the car and house allowances) for a period of 18 months; and
 - (iv) By you upon the provision of six (6) months notice to the University.

- (b) **Effect of Termination on President Emerita Position:** If this contract is terminated without cause, you will still be eligible to serve as President Emerita of the University, pursuant to Section 5 of this contract. The period of compensation as President Emerita will start immediately upon completing your service as President, and the period of compensation as President Emerita will be equal to the number of months you served of your third term. If this contract is terminated by your giving notice pursuant to paragraph 9(a)(iv) below, you will receive the title of President Emerita but will forego any compensation for serving in that role except if (a) you return to the faculty as a professor or (b) you retire from the University and do not take employment elsewhere. In the event of (a) or (b), you will receive compensation as President Emerita for a number of months equal to your months of service as President in your third term
- (c) **Counseling/Financial Planning:** If this contract is terminated without cause, you are entitled to receive up to \$10,000 for career counseling, financial planning, and legal fees subject to providing appropriate receipts.
- (d) **Termination With Cause:** If this contract is terminated with cause, you will not be eligible to receive any of the benefits described above in subsections 9(b) and 9(c).

- 10. **Outside Directorships:** You are entitled to hold up to two paid private sector directorships, subject to the approval of each directorship and the terms thereof in advance by the Chair of the Board of Governors, or the Chair of the Executive Committee, such approval not to be unreasonably withheld.

Sara, we are very pleased by the prospect of five more years of your leadership. We want to build on OCAD University's significant progress on your watch, and further enable the University to thrive for decades to come. We believe your leadership has, and will, make a profound difference in this regard both as President and President Emerita.

Sincerely,



Ian Tudhope
Chair, Board of Governors
OCAD University

I hereby agree to the terms and conditions of employment as outlined above:

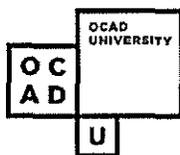


Dr. Sara Diamond

October 29, 2014

Date

APPENDIX A



JOB DESCRIPTION

TITLE: PRESIDENT AND VICE-CHANCELLOR
SUPERVISOR: CHAIR OF BOARD OF GOVERNORS

POSITION SUMMARY:

As President and Vice-Chancellor, the President serves as the University's Chief Executive Officer and is responsible for providing leadership, strategic direction, and stewardship of OCAD University, while fostering an atmosphere that demonstrates and promotes its institutional vision, mission and core values.

In accordance with the OCAD University Act, 2002, c. 8, Sched. E, s. 8 (2), "the President is the Chief Executive Officer of the University and has supervision over and direction of the academic and general administration of the University, its students, managers, teaching faculty and academic staff and other employees, and such other powers and duties as may be conferred upon or assigned to him or her by the Board".

The President leads the University's senior leadership team, engaging the commitment of faculty, staff and students, and building bridges between OCAD University and the art and design communities, other post-secondary institutions, business and industry partners, donors and government. The President builds on OCAD University's strengths and success by strengthening its academic programs, building its ongoing institutional income and diversifying its funding sources.

SUMMARY OF RESPONSIBILITIES:

Strategy / Governance

The President/Vice-Chancellor & Chief Executive Officer works with the Board of Governors to:

- oversee the development of strategic and academic and research plans and organizational strategies for the University, in line with its vision, mission, and values;
- devise and deliver a multi-year plan and annual scorecard in line with institutional strategic and academic plans and Board direction and in consultation with the senior leadership team;
- align the work of the Board and Senate and their sub-committees with the University's mission and strategic and academic plans; and
- ensure that accurate, appropriate and timely information is made available to enable the Board of Governors to discharge their responsibility for effective financial control and oversight of strategic plans and priorities.

University Leadership

The President/Vice-Chancellor & Chief Executive Officer is responsible for:

- fostering an organizational culture aligned with the University's academic mission and values to ensure that the University is a positive environment in which to work and learn;
- providing overall academic leadership to the University;
- ensuring effective liaison between the Board of Governors and the Senate;
- building a senior leadership team committed to fulfilling the vision, goals and priorities necessary to achieve strategic and academic priorities and delivering a high quality student experience;
- leading the Executive Group and the Senior Management Group and overseeing management of the University's employees; and
- exercising, under delegated authority from the Board of Governors, the authority to act in extraordinary or emergency circumstances on behalf of the institution.

Financial

The President/Vice-Chancellor & Chief Executive Officer works with senior colleagues to:

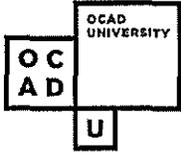
- ensure the long-term viability of the institution, through strong financial controls, planning and the responsible use of income and capital;
- champion institutional fundraising efforts to increase income generation, and diversify sources of income to improve the University's long-term financial viability; and
- oversee the management of institutional risk, including ensuring legal and regulatory compliance.

External representation

The President/Vice-Chancellor & Chief Executive Officer:

- promote and represent the achievements of the University externally in order to gain support for its endeavours, and model its values as an institutional champion and spokesperson;
- develop partnerships at local, national and international levels in the public and private sectors to advance the University's mission; and
- act as the principal liaison point for the Ministry of Training, Colleges & Universities (MTCU) and other key provincial, federal and local branches of government, to promote institutional priorities and interests.

APPENDIX B



POSITION DESCRIPTION

TITLE: PRESIDENT EMERITA POSITION DESCRIPTION
SUPERVISOR: CHAIR OF BOARD OF GOVERNORS

The President Emerita's role is to represent and advance the interests of OCAD University in the communities the University serves. The position is an honorary role carrying no executive responsibilities or authority. The President Emerita is expected to draw upon her knowledge of the University and her many relationships and networks within the broader community to promote, encourage, support and identify opportunities for the University.

The President of the University and the Chair of the Board of Governors may assign the President Emerita specific representational duties that will assist the fundraising, alumni relations, institutional partnerships, community relations and other activities that benefit the University's mission.