

THIS AGREEMENT made this 13th day of February, 2020.

BETWEEN:

THE GOVERNORS OF SAINT FRANCIS XAVIER UNIVERSITY, a body corporate, of Antigonish, Province of Nova Scotia

(hereinafter called "the University")

OF THE FIRST PART

- AND-

DR. ANDREW HAKIN of Lethbridge, in the Province of Alberta hereinafter called ("the President")

OF THE SECOND PART

WHEREAS it is the desire of the University to have Dr. Andrew Hakin serve as President and Vice-Chancellor of Saint Francis Xavier University;

AND WHEREAS the President has undertaken to serve as President and Vice-Chancellor of Saint Francis Xavier University on the terms and conditions set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, The Governors of Saint Francis Xavier University and Dr. Andrew Hakin covenant and agree as follows:

1. **TERM**

- 1.1 The appointment as President of the University shall be for a term of five (5) years commencing on July 1, 2020 and concluding on June 30, 2025 (the "Term") unless terminated earlier in accordance with the terms and conditions of this Agreement.
- 1.2 The President warrants that he has the skill, ability and qualifications to perform the duties of President of the University. Further, the President warrants that the personal information provided to the University during the hiring process is accurate.

2. **RENEWAL**

- 2.1 The University, at its sole discretion, shall decide whether this Agreement is renewed. Should the University decide not to renew the Agreement, it shall advise the President no less than twelve (12) months prior to the end of the Term, unless a shorter period of time is mutually agreed upon by the Parties.
- 2.2 Any reference in this Agreement to a renewed term of employment between the parties shall be referred to as the "Renewal Term."

3. **PROFESSIONAL RANK**

- 3.1 The President shall be appointed Full Professor with tenure. At the conclusion of the Term, the President may take an appointment as a faculty member in the Chemistry Department of the Faculty of Science under the terms and conditions of employment applicable to full time faculty members at that time. To qualify for such appointment, the President shall provide the University at least 90 days' notice prior to conclusion of his term that he intends to exercise such appointment.

4. **FULL TIME COMMITMENT**

- 4.1 The President shall diligently and faithfully perform the functions and duties conferred on or assigned to him by the Board of Governors of the University from time to time.
- 4.2 The President shall not accept any other employment for remuneration, appointment to an agency, board or organization external to the University without the prior approval of the Chair of the Board of Governors of the University.
- 4.3 The President shall be bound by and shall faithfully observe and abide by all policies, rules, regulations and Standards of Conduct of the University in force from time to time.

5. **REMUNERATION**

- 5.1 The annual salary of the President effective July 1, 2020 shall be three hundred and twenty five thousand dollars (\$325,000 CAD).
- 5.2 The President's annual salary shall be increased annually in accordance with the cost of living adjustment in the collective agreement between the University and the St. F.X. AUT.
- 5.3 The Board Chair and the Human Resources Committee of the Board of Governors shall review the President's performance and effectiveness on an annual basis and the Chair of the Board of Governors shall meet with the President to discuss the results of the performance review along with any comments or recommendations arising from this process.

6. **PENSION**

- 6.1 The University will contribute thirteen percent (13%) of the President's annual salary to the Improved Retirement Plan for Teaching, Administration, and other Employees of St. Francis Xavier University ("the Plan"), during the Term. The University will contribute thirteen percent (13%) of the President's annual salary to the Plan during the Administrative Leave. The contributions will be 100% funded by the University until such time as the maximum contribution permissible under the *Income Tax Act* has been made.
- 6.2 The University has established an unfunded Defined Contribution Supplementary Executive Retirement Plan ("DC SERP"). The DC SERP runs from July 1 on one calendar year to June 30 of the calendar immediately following. In each Plan Year the President's DC SERP will be credited with the excess of thirteen percent (13%) of his annual salary over the total of the contributions made by the University to the Improved Retirement Plan as per Article 6.1. Further details on this arrangement, including the method used to accumulate the notional contributions credited to the DC SERP will form Schedule "A" to this Agreement.

7. **BENEFITS**

- 7.1 The President shall be provided with such insurance and other benefits applicable to full time faculty members. Such benefits are to be provided to the President during the Term and during the Administrative Leave period, in accordance with University policies and coverages, except when otherwise modified by this Agreement.
- 7.2 The President shall be provided life insurance benefits under the University plan during the Term and during the Administrative Leave period, the terms of which are summarized as follows:
- (a) Standard coverage at three (3) times the President's annual salary. Both the President and the University shall share equally the premiums associated with this life insurance policy. Standard coverage is evidence free, and does not require a health appraisal.
 - (b) In accordance with the University life insurance policy, any optional coverage over and above the standard life insurance amount set forth in Article 7.2(a) may require a health appraisal.

8. **ADMINISTRATIVE LEAVE**

- 8.1 Upon completion of the Term or any Renewal Term, the President shall be entitled to an Administrative Leave, the duration of which shall be equal to 1/5 of a month for each actual month of completed service, to a maximum of twelve months. The President's annual rate of remuneration during the Administrative Leave period shall be equal to his annual salary during the last year of the Term or Renewal Term. Accrued months of service utilized for purposes of administrative leave, whether following Term or for a Renewal Term, expire upon use.

- 8.2 During the period of Administrative Leave the President shall be available on a reasonable basis to advise the Board of Governors on significant issues affecting the University.
- 8.3 Should the President be terminated without cause, he shall be entitled to a lump sum payment equivalent to his accumulated Administrative Leave as of date of termination, as determined in Article 8.1.
- 8.4 The President agrees that the Administrative Leave shall be a maximum entitlement of 12 months, even if he should stay on in his position for a Renewal Term.

9. **EXPENSES**

(a) General Expenses

- 9.1 The President shall be reimbursed in accordance with the University's policies for reasonable and necessary day-to-day expenses incurred fulfilling his role as President. Expenses shall be reimbursed upon presentation of appropriate written receipts, and such expenses shall be subject to the approval of the Chief Financial Officer of the University. A summary of the President's expenses shall be provided to the Chair of the Board of Governors for review on a quarterly basis.

(b) Professional Association and Other Expenses

- 9.2 The President shall receive five-thousand dollars (\$5,000 CAD) annually for professional association and organization fees, to be utilized for the following purposes:
- a. Building relationships in furtherance of promoting the University; and
 - b. Financial and tax planning or preparation for the President.

(c) Moving Expenses

- 9.3 The University shall reimburse the President and his family for all reasonable relocation costs associated with moving from his current residence to Antigonish, Nova Scotia. Relocation shall include packing, insurance, legal fees and disbursements and any real estate or land title fees or transfer taxes in connection with the sale of the President's current residence. In addition, the University shall reimburse the President for reasonable relocation costs associated with moving from Smith House to a new residence at the end of the Term or any Renewal Term, but not including any real estate, legal, land title or deed transfer fees or disbursements and not exceeding in any event the sum of \$15,000 CDN and subject to set off for any such reimbursement from a new employer of the President.

(d) Travel Expenses

9.4 The President shall be reimbursed for all reasonable travel and entertainment expenses actually and properly incurred by him in connection with his duties as President.

9.5 Air travel within North America shall be economy class. Air travel outside of North America may be business class where appropriate.

10. AUTOMOBILE ALLOWANCE

10.1 The President shall receive an automobile allowance for the lease of a vehicle up to \$1,200 per month during the Term of this Agreement. This amount may be increased following the term of the President's vehicle lease to adjust for inflation, and such increase shall be subject to the approval of the Chair of the Board of Governors.

10.2 The President shall be reimbursed for expenses incurred in relation to the operation of the vehicle, including insurance, maintenance, fuel, and other reasonable vehicle related expenses.

10.3 The President acknowledges that the Canada Revenue Agency may consider the lease payment to be a taxable benefit, and shall consider a portion of the operating costs as a taxable benefit.

11. PRESIDENTIAL RESIDENCE

11.1 While serving as President, the President shall be entitled to the use and occupation of Smith House for purposes of his principal residence and for such other University related functions as the President considers appropriate and in the best interests of the University. The President shall be responsible for maintaining the House and premises in reasonable condition, normal wear and tear excepted. The University shall be responsible for municipal taxes, heat, power, insurance, capital repairs and general maintenance and upkeep, including snow removal and maintenance of the grounds.

11.2 The University shall allocate to the President a taxable benefit of \$2000 per month for use of Smith House as a personal residence. The President shall be responsible for any adjustment or ruling made by Canada Revenue Agency with respect to such allocation.

12. VACATION

12.1 The President shall be entitled to five (5) weeks' vacation with pay in every period of twelve (12) months during his term of office and the period of vacation will be arranged at a time mutually satisfactory to both parties. The President's five (5) weeks of vacation are in addition to statutory holidays in the Province of Nova Scotia and the time that the University is closed over the Christmas holiday season, generally from late December to early January.

12.2 The President shall be permitted to carry over up to fifteen (15) days of vacation from one year to the next, with the written consent of the Board Chair, provided however such carry over in any given year shall be capped at a maximum of 15 days.

13. **PROFESSIONAL DEVELOPMENT**

13.1 The President shall be entitled to five (5) weeks of leave during the Term of this Agreement for Professional Development purposes. For greater certainty, Professional Development purposes includes professional development programs devoted to the continuing education and development of the President in his professional capacity, and does not include events or other programs where the President is fulfilling his role as President of the University.

14. **TERMINATION**

Termination by the President

14.1 The President may terminate his employment, at any time during the Term, by providing twelve (12) months written notice to the University, unless another period of time is mutually agreed upon between the parties.

Termination For Cause

14.2 The University may terminate the employment of the President for cause, at any time. Should the University terminate the President's employment for cause, this Agreement shall be terminated, and the University shall thereupon be relieved from any further obligation thereunder.

14.3 Termination for cause from the office of the President shall not automatically include dismissal from the President's professorial appointment at the University. The University may initiate proceedings for discipline or dismissal from the President's professorial position only in accordance with the terms and conditions of the St. FX Association of University Teachers Collective Agreement, or other applicable University regulations or policies.

Termination Without Cause

14.4 The University may terminate the employment of the President at any time without just cause by providing the President with the following:

- (a) Twelve (12) months' notice (less any statutory deductions) per Article 14.5;
- (b) Any earned and unpaid Administrative Leave entitlements; and
- (c) The continuation of all benefits set forth in this Agreement for a period of twelve (12) months.

14.5 The notice provided by the University pursuant to Article 14.4 may be working notice, pay in lieu of notice or any combination thereof, to be determined at the sole discretion of the University.

14.6 The payments provided to the President pursuant to Article 14.4 are provided inclusive of the President's entitlement to reasonable notice or pay in lieu of notice both at common law and under the Nova Scotia *Labour Standards Code* or any other statutory authority governing such matters.

14.7 The parties agree that the provisions relating to termination without cause do not apply to any failure to renew this Agreement following the expiry of the term.

Incapacity

14.8 If the President is unable to discharge his duties because of mental or physical illness or disability, he shall be entitled to continuing compensation in accordance with the University's policy on sick leave, or in accordance with the long term disability plan which may be in effect from time to time. In the event that the President becomes totally disabled, the University shall have no obligation whatsoever to pay the President the remuneration provided for under Article 5 herein.

14.9 Upon the occurrence of the disability of the President, the President shall be deemed to have resigned from the position of President and may continue as an employee of the University with continuing entitlement to such disability benefits as he may be eligible to receive as stated above, and pursuant to the University's long term disability plan.

14.10 The Parties recognize that this provision in these circumstances is not discriminatory for the purposes of the *Human Rights Act*. For the purposes of this section, "Disability" means;

- (a) The President's inability to substantially fulfil his duties as President on a full-time basis for a continuous period of six (6) months or more; and
- (b) Either
 - i. A determination that the relevant disability is of indefinite duration and that the medical prognosis indicates that the President shall not likely be able to fulfil his duties as President on a full-time basis within one (1) year of the commencement of the said six (6) month period, or
 - ii. Written notification from the President (or his personal representative, as the case may be) to the Chair of the Board of Governors that the President does not intend to fulfil his duties as President on a full time basis within one (1) year commencement of the said six (6) month period. If there is any disagreement between the Board of Governors and the President (or his personal representative, as the case may be) as to the President's Disability or as to the date that any such Disability began or ended, the same shall be determined by a physician mutually acceptable to the Board of Governors and the President, whose determination shall be conclusive evidence of any such Disability and the date of such Disability began or ended (provided that if the Board of Governors and the President are unable to identify a mutually acceptable physician who shall make such a determination, the issue shall be resolved by arbitration in accordance with Article 19 below).

15. **TECHNOLOGY**

15.1 Subject to the approval of the Chair of the Board of Governors, the University shall provide to the President with required technology for travel and home to perform his duties (including internet, smart phone and laptop computer).

16. **OTHER**

16.1 In lieu of providing tuition benefits, the University shall reimburse the President for the costs of his son's reasonable economy class travel from within Canada to StFX twice per year, while his son remains a dependent of his parents or is attending a post-secondary education program.

17. **CONFIDENTIALITY**

17.1 The President shall 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 his employment or in the course of his employment; or
- (c) divulge to any person, firm or corporation any of the confidential financial affairs of the University.

18. **CONFLICT OF INTEREST**

18.1 For the purposes of identifying and avoiding actual and potential conflicts of interest, the President personally shall have a continuing obligation to comply with Policy on Conflict of Interest (as may be amended from time to time) and to disclose in a timely manner to the Chair of the Board of Governors any personal assets, investments and commercial involvements, and those of his spouse, if known, that may raise concerns about actual or potential conflicts of interest and shall, at least annually, provide a formal report to the Board of Governors.

19. **DISPUTE RESOLUTION**

19.1 Any dispute, difference or question arising between the parties concerning the construction, meaning, interpretation, application or effect of this Agreement, or any part hereof, shall be resolved by private binding arbitration conducted before an arbitrator mutually agreed to by the parties, acting as a single arbitrator. If the parties cannot agree on the identity of an arbitrator, either party may apply to the Supreme Court of Nova Scotia to have an arbitrator appointed and the powers

and authorities of the arbitrator shall be final and binding upon the parties and the provisions of the Nova Scotia *Commercial Arbitration Act* shall apply.

19.2 Any arbitration hereunder shall be conducted in accordance with the procedures mandated by the arbitrator as empowered by the Nova Scotia *Commercial Arbitration Act*, and the cost of such arbitration shall be shared equally by the parties, unless the arbitrator directs otherwise.

20. **HEADINGS**

20.1 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 sections of this Agreement, nor in any way affect this Agreement.

21. **NOTICES**

21.1 All notices hereunder shall 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:
Vice President, Finance & Administration
PO Box 5000
Antigonish NS B2G 2W5
E: abeckett@stfx.ca
With copy to E: mike.boyd@cibc.com

If to the President:
Dr. Andrew Hakin

22. **ENTIRE AGREEMENT**

22.1 This Agreement constitutes the entire understanding and agreement between the parties hereto with reference to the subject matter hereof, and supersedes all prior written or oral representations of either party. This Agreement shall not be amended or modified in any respect except by written instrument signed by both Parties.

23. **APPLICABLE LAW**

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

24. **SEVERABILITY**

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

25. **INDEMNIFICATION**

25.1 The President and his heirs, executors, administrators and estate shall at all times be indemnified and held harmless by the University against all costs, charges and expenses which he or 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 him in or about the execution of his duties as President, or alleged so to be, except such costs, charges and expenses which arise out of, or are occasioned by his own bad faith conduct, willful default or neglect. To qualify for such indemnity, the President must co-operate fully with the University and shall assign and delegate carriage of all defences and authority to settle such actions, claims, suits or proceedings to legal counsel for the Board of Governors, as it may direct.



26. SUCCESSORS AND ASSIGNS

26.1 The President may not assign this Agreement without the written consent of the University.

26.2 The within Agreement shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF the University has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the President has hereto set his hand and seal.

SIGNED, SEALED AND DELIVERED
in the presence of:

_____))	SAINT FRANCIS XAVIER UNIVERSITY
WITNESS))	
_____))	CHAIR, THE BOARD OF GOVERNORS
WITNESS))	
_____))	MEMBER, BOARD OF GOVERNORS
))	
WITNESS))	
)	DR. ANDREW HAKIN