

THIS EMPLOYMENT AGREEMENT made as of this 6th day of January, 2021 ("**Agreement**").

BETWEEN:

THE UNIVERSITY OF KING'S COLLEGE ("King's")

AND

WILLIAM LAHEY (the "**President**")

THE RENEWAL APPOINTMENT

1. King's hereby re-appoints Mr. William Lahey as King's President and Vice-Chancellor;
2. The President's appointment as President and Vice-Chancellor shall be for a five (5) year term commencing July 1, 2021 and ending June 30, 2026, subject to earlier termination as provided for in this Agreement (the "**Term**").

ACADEMIC APPOINTMENT

3. With this renewal appointment as President and Vice-Chancellor, King's, as decided by the Board of Governors of Kings (the "Board"), appoints the President as Professor of Law, at the rank of Professor with tenure (the "**Academic Appointment**"). The Academic Appointment commences July 1, 2021.
4. Following the expiry of the Term, the President is entitled to continue the Academic Appointment, provided that his terms and conditions of employment as Professor, including salary, shall be adjusted to comply with the terms and conditions of employment then applicable to full time faculty members with equivalent rank, and as may be varied from time to time, and which are more particularly set out in the University of King's College Regulations Concerning Appointment, Promotion and Tenure (the "**Pink Book**").
5. Termination of the appointment as President and Vice Chancellor for any reason under this Agreement, whether before or during the Term, shall not include termination of the Academic Appointment. Termination of the Academic Appointment, whether before during or after the Term, may only occur in accordance with the Pink Book.
6. As soon as practicable after the end of the Term, and prior to the expiry of the Leave (as defined in paragraph 21 and as may be adjusted under paragraph 22), consistent with the principles of the Pink Book, the President will develop proposed teaching assignments by consulting with Program Directors and the Director of the School of Journalism, and for approval by the Vice-President.

GENERAL PERFORMANCE OBLIGATIONS

7. The President agrees to diligently and faithfully exercise the powers and perform the functions and duties conferred upon or assigned to him from time to time by the provisions of any legislation, regulation, policy or other instrument governing King's or its Board, the Board's By-Laws or Regulations, and otherwise by the Board.

OTHER GENERAL OBLIGATIONS

8. The President represents and warrants that he has the necessary and adequate competency, skills and ability to perform the duties required of him as President and Vice-Chancellor. Subject to engagements existing prior to this Agreement or engagements approved by the Chair of the Board, he expressly agrees that, as a condition of his appointments, he will devote his entire working time, energies, and skills to the exclusive service of King's and to the diligent promotion of King's interests. The President agrees not to engage in or have any other interest in any other engagements, enterprise, occupation or profession, directly or indirectly, that conflicts with King's interests, except engagements existing prior to this Agreement, or engagements approved by the Chair of the Board, such approval not to be unreasonably withheld. He further agrees that prior to accepting any engagements, corporate or other outside appointments, he will obtain the prior approval of the Chair of the Board.

ACCOUNTABILITY

9. The President acknowledges that he will be accountable to the Board and to the Executive Committee of the Board and shall keep those bodies informed of his activities as President and Vice-Chancellor at such times and in such manner as the Board and the Executive Committee may direct.

UNIVERSITY POLICIES

10. The President acknowledges and agrees to be bound by and comply with the terms, conditions and standards set out in King's policies as they exist from time to time. The President acknowledges that King's policies are subject to change from time to time in response to King's operational and financial needs and that any such changes shall apply to him and do not give rise to an actual or constructive dismissal.

CONFIDENTIALITY

11. The President agrees to keep the affairs of the Board and King's strictly confidential, and not to disclose the same to any person, company or firm, directly or indirectly, during or after his employment by the Board. He agrees to not use such information for his own or any other person's interests, whether or not such interests conflict with those of King's, during or after his employment by King's, such agreement to be without limit as to time.

RENEWAL OF TERM

12. The President must advise the Chair of the Board of his intention to stand for a successive term as King's President and Vice-Chancellor by no later than June 30, 2025.

SALARY AND ANNUAL PERFORMANCE APPRAISAL

13. During the Term, King's shall pay the President a base annual salary of Two Hundred Forty Thousand Dollars (\$240,000.00 CAD), subject to applicable deductions and withholdings.
14. During the Term, the President's salary may be increased as follows:
 - (a) Commencing July 1, 2022 and on July 1 of each subsequent year of the Term, the President's annual salary shall be reviewed and a cost of living increase determined by the Board or the Executive Committee of the Board; and
 - (b) Further, this salary may be increased by such additional increments as King's, in its absolute discretion, may from time to time determine. The Chair of the Board shall conduct an annual performance appraisal of the President no later than June 30th of each year.

BENEFITS AND PENSION

15. Effective July 1, 2021, the President shall cease participation in the Dalhousie University Staff Pension Plan ("Dal Pension Plan") and participate in the Nova Scotia Public Service Superannuation Pension ("PSSP") Plan. The President acknowledges that King's has no control over the Dal Pension Plan or the PSSP and that the President shall have no independent rights, claims or causes of action against King's in connection with the Dal Pension Plan or the PSSP.
16. King's shall provide the President with a Supplemental Executive Retirement Plan ("SERP").
17. The President shall have the right to participate in the same benefit plans as are provided generally to King's administration and faculty members, including group life insurance, long term disability ("LTD"), survivor income benefit, major medical insurance, emergency travel insurance and accidental death and dismemberment insurance (the foregoing being mandatory) and optional group term life insurance, voluntary personal accident insurance, and dental insurance (the foregoing being voluntary). The President's eligibility and participation in such plans shall be in accordance with and subject to the terms and conditions of the plans as determined by their carrier(s) or administrator(s) and the President shall have no independent rights as against King's in connection with the said benefits. For greater certainty and subject to the terms of the LTD plan, the President shall be entitled to continue the existing LTD coverage, which shall not be discontinued without the prior written consent of the President.

EXPENSES

18. (a) Expenses for entertainment undertaken by the President on King's business will be covered by King's. These expenses will be subject to budgetary limits. Travel expenses undertaken by the President on behalf of King's will be covered by King's in accordance with King's policies and procedures governing such expenses.
 - (b) King's shall provide the President with one external parking space which is considered a taxable benefit.

(c) King's shall provide the President's lawyer with up to \$3,000.00 plus HST for legal fees associated with the review of this Agreement and any other employment matter arising out of the negotiation and execution of this Agreement.

(d) King's shall provide the President with the required technological devices including an upgrade to his current smart phone and laptop.

PRESIDENT'S LODGE

19. (a) As a condition of his appointment as President and Vice-Chancellor, the President and his immediate family members shall reside in the President's Lodge (the "Lodge") which is situated within King's campus and connected to King's Arts and Administration Building and the King's Chapel. The President acknowledges certain high level meetings and necessary events must be hosted in the Lodge, at King's expense, on an annual basis, including but not limited to matriculation, encaenia and various receptions for the Board, faculty, students, alumni, staff and donors.

(b) Upon the termination of the President's appointment as President and Vice Chancellor, for whatever reason, he may be required to vacate the Lodge and remove his personal belongings within no later than ninety (90) days from his last day of the Term. King's shall pay the President's costs upon provision of suitable receipts for reasonable moving expenses from the Lodge. He agrees to obtain two (2) quotations from reputable moving companies and select the least expensive means of transferring his goods with respect to the move.

(c) While President, King's shall provide for the costs of all utilities, phone, Internet, insurance, housekeeping, maintenance and operating costs of the Lodge.

VACATION

20. During the term of his appointment, the President shall be entitled to an annual paid vacation leave of five (5) weeks (i.e. twenty-five (25) working days). This annual leave is in addition to statutory holidays and the period of Christmas holidays during which King's is closed. The parties agree that every effort will be made to ensure that the President takes his vacation leave each year. Consistent with King's vacation policy, the President may carry forward a maximum of five (5) days of his annual vacation allotment into the following year. No additional vacation days may be carried forward without the approval of the Chair of the Board.

ACCRUED LEAVE IN LIEU OF SABBATICAL

21. In the previous employment agreement between King's and the President, the President earned and accrued a one (1) year period of paid leave in lieu of sabbatical (the "**Leave**"). Subject to paragraph 22, King's has requested, and the President has agreed, to postpone this Leave to commence at the conclusion of the Term.

22. The President may elect to take a portion of the Leave equal to up to one month ("**Partial Leave**") at any time during the period between June 1, 2021 and August 31st, 2021, by providing notice to the Chair of the Board of his intention to do so, at least 15 days prior to the commencement of the Partial Leave. If the President elects to take

Partial Leave, the Leave will be reduced by the period of the Partial Leave, and the adjusted Leave will be taken at the conclusion of the Term.

23. The President's salary during the Partial Leave, if applicable, and the Leave shall be equal to his base salary in the year immediately preceding the commencement of the Partial Leave or the Leave.
24. Upon the conclusion of the Term, the Leave, as may be adjusted pursuant to paragraph 22, will be paid as continuing salary to the President, and, for the duration of the Leave, will be in lieu of any salary that would otherwise be paid for the Academic Appointment.

TERMINATION

25. During the Term, in the event of the termination of the President's appointment as President and Vice-Chancellor under this Employment Agreement for any reason, his rights and entitlements in respect of his appointment as President and Vice-Chancellor shall be governed by this Employment Agreement and not the Pink Book. His rights and entitlements in respect of the Academic Appointment shall be governed exclusively by the Pink Book.

Just Cause

26. If King's has just cause, it may at any time, without notice or pay-in-lieu thereof, dismiss the President. Such dismissal will be for just cause when, without limiting the generality thereof, the President :
 - (a) commits any material breach or default of any provision of this Agreement;
 - (b) is guilty of serious misconduct or wilful neglect in the discharge of his duties and responsibilities hereunder;
 - (c) is convicted of any criminal offence other than an offence which in the opinion of the Board does not affect his ability to carry on as President, or the reputation of King's;
 - (d) commits any act or omission which at law would enable King's to terminate his employment for cause without notice.

Such dismissal shall immediately terminate the President's appointment as President and Vice-Chancellor.

Incapacity

27. (a) If the President shall, by reason of illness or mental, physical, or other disability, be incapacitated from carrying out his duties and responsibilities pursuant to this Agreement, King's, in its discretion, may appoint an Acting President to carry out the duties and responsibilities of that position during a brief period of incapacitation on the part of the President.
 - (b) If the President continues to be so incapacitated for a longer period than six (6) consecutive months, after that time, he agrees to apply for whatever long term disability benefits he may be entitled to. If at the end of twelve (12) consecutive months, he continues to be incapacitated and unable to perform his duties and responsibilities as

President and Vice Chancellor, his appointment may, at King's option, forthwith be terminated and he shall not be entitled to claim any compensation from King's in respect of such termination.

(c) Due to the importance of the role of President and Vice-Chancellor to King's, the parties recognize that this provision, in these circumstances, is not discriminatory for the purposes of the Nova Scotia *Human Rights Act* and that any period of absence from the workplace longer than that specified herein would constitute an undue hardship to King's.

Termination Without Just Cause

28. (a) During the Term, King's may by written notice terminate the President's appointments as President and Vice-Chancellor at any time, without just cause, by payment to the President of a lump sum equal to:
- (i) the base salary to be paid during the Leave, plus
 - (ii) the lessor of either:
 - (A) one (1) year's base salary, or
 - (B) base salary payable during the balance of the Term existing immediately prior to the termination.

Amounts payable pursuant to either clause 28(a)(ii)(A) or (B) shall be reduced by any base salary to be received by the President during such period from the Academic Appointment.

(b) The President, upon receiving payment under this paragraph 28, hereby releases King's, the Board, its officers, insurers, and employees from any and all claims that he may have against any of them. King's and the President shall cooperate to enable the payment to be made in a lawful tax efficient manner consistent with the *Income Tax Act*.

(c) Subject to paragraph (a) above, the President acknowledges that if King's invokes this provision, his agreement with this clause will constitute a full and deliberate waiver of any and all claims he might otherwise have had to require King's to terminate his appointment as President and Vice-Chancellor by following the rules of natural justice and/or procedural fairness or any other legal process recognized in law for the termination of an officer of a university.

(d) The payments provided to the President pursuant to this clause are provided inclusive of the President's entitlement to reasonable notice, pay in lieu of notice, termination pay under the *Labour Standards Code* or at common law.

RESIGNATION OR DEATH

27. (a) The President agrees to provide King's with twelve (12) month's written notice of a resignation from his appointment as President and Vice-Chancellor to take effect prior to the end of the Term.
- (b) Upon receipt of such notice, King's has the election of asking the President to leave (the "Termination Date") prior to the effective resignation date provided by him,

and in such circumstances, King's shall pay to him an amount equal to the prorated base salary he would have received had he continued to be employed from the Termination Date and up to and including the resignation date provided by him.

(c) The President agrees to cooperate with King's in efficiently and satisfactorily transitioning matters he is dealing with on the date he tenders his notice of resignation.

(d) Any rights or obligations of either party hereto shall terminate in the event of the President's death, except monetary obligations (including insurance and any other benefits) that have accrued and remain unpaid as of the date of death.

GENERAL

28. (a) Entire Agreement. This Agreement, and the Supplemental Executive Retirement Plan Agreement, constitutes the entire agreement between the Parties hereto with respect to the employment of the President by King's for the Term, and all previous agreements, contracts, or understandings with reference to his employment are hereby cancelled and all promises, undertakings, representations, agreements and understandings with reference to such employment are merged in this Agreement. No change in the terms of this Agreement shall be binding unless in writing and duly executed by the Parties hereto.

(b) Benefit & Binding. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors and administrators of the President and the successors and assigns of King's.

(c) Waivers. No waiver of any breach of any 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 provided in the written waiver, shall be limited to the specific breach waived.

(d) Time. Time shall be of the essence of this Agreement.

(e) Assignment. This Agreement is not assignable by the President, in whole or in part, but King's may assign this Agreement.

(f) 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 such provision and all other provisions hereof shall continue in full force and effect.

(g) Further Assurances. The President will from time to time execute and deliver all such further documents and do all acts and things as King's may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

(h) Independent Legal Advice. The President acknowledges that he has had the opportunity to obtain independent legal advice with respect to this Agreement and confirms that he has either done so or has knowingly waived his right to do so.

(i) Electronic Execution and Counterparts. This Agreement may be signed electronically, including by digital signature, and executed in counterparts.

(j) Indemnification. The President and his heirs, executors, administrators and estate shall at all times be indemnified and held harmless by King's 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 or willful default.

GOVERNING LAW

29. This Agreement is to be governed by the laws of the Province of Nova Scotia.

DISPUTE RESOLUTION

30. Any dispute, difference or question arising between the parties concerning the construction, meaning or effect of this Employment Agreement, shall be resolved by 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, any party may apply to the Supreme Court of Nova Scotia to have an arbitrator appointed pursuant to the provisions of the Nova Scotia *Commercial Arbitration Act*. The costs of the arbitration and the arbitrator are to be paid by King's.

EFFECTIVE DATE

31. This Agreement shall be effective upon its signing by the President and the proper officers of the Board.

[Signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

THE UNIVERSITY OF KING'S COLLEGE

Douglas G. Ruck

MR. DOUGLAS RUCK
CHAIR BOARD OF GOVERNORS

Gwen Davies

MS. GWEN DAVIES
VICE CHAIR BOARD OF GOVERNORS

William Lahey

MR. WILLIAM LAHEY