

**THIS AGREEMENT** is made effective as of the 23<sup>rd</sup> day of May, 2014,

**BETWEEN:**

**GOVERNORS OF ACADIA UNIVERSITY**, a body corporate with head office at Wolfville, Kings County, Nova Scotia ("the Board")

**OF THE ONE PART**

and

**RAYMOND E. IVANY**, of \_\_\_\_\_ (the "President")

**OF THE SECOND PART**

**1. APPOINTMENT AS PRESIDENT**

- 1.1 President means, for the purpose of this Agreement, the office of the President and the President's joint appointments as Chief Executive Officer and Vice Chancellor.
- 1.2 By this Agreement, the Board appoints and employs Raymond E. Ivany to be the President of Acadia University ("the University"), and to serve in such capacity under the policies, supervision and direction of the Board in accordance with the terms of this Agreement. The President accepts and agrees to such employment in accordance with the terms of this Agreement.
- 1.3 The President shall perform all of the duties required by this Agreement and by custom and practice to be performed by the President of a university including any duties or

responsibilities of such office or offices as may be stipulated from time to time by the Board.

- 1.4 The President shall be responsible for the entire operation of the University, including all academic work and the general administration of the University, the members of faculty, administrative officers, employees and students and shall report to and be accountable to the Board.

**2. DEVOTE BEST EFFORTS TO THE WORK AS PRESIDENT**

- 2.1 The President agrees to faithfully and with maximum application of experience, ability and talent, devote full-time attention and energies to the duties as President and to use his best efforts to at all times promote the interests of the University.
- 2.2 Such duties shall generally be rendered at the campus of the University at Wolfville, Nova Scotia but also at such other places as the Board or President shall deem appropriate in order to serve the best interests, needs, business or opportunity of the University.
- 2.3 Nothing in this Agreement prevents the President from spending reasonable amounts of time for personal or outside interests or business interests or services of a professional nature as well as community, charitable and professional development activities so long as any such activities do not interfere with the services required to be rendered to the Board by the President under the terms of this Agreement.
- 2.4 The President shall not take on or agree to take on any government or other outside appointments nor any consulting or research work or corporate directorships or the like (paid or unpaid) without the prior approval of the Officers of the Board.

3. TERM OF APPOINTMENT AND REVIEW

3.1 The appointment under this Agreement shall be for a term commencing on July 1, 2013 and terminating at the end of the usual business day on June 30, 2019, subject to prior termination as provided for in this Agreement or otherwise by mutual agreement between the Board and the President.

3.2 Subject to the *Guidelines for the Appointment and Review of Senior Academic Officers* the terms and conditions of this Agreement may be amended by mutual agreement of the Parties when entering into any further renewal thereof. A copy of the present *Guidelines* is attached hereto as Schedule 'A.'

3.3 The Parties agree there shall be an annual review of the President's performance conducted in accordance with the *Annual Review of Presidential Performance Policy* which may be amended from time to time by mutual agreement of the Parties. A copy of the present Policy is attached hereto as Schedule 'B.'

4. SALARY

4.1 For all services rendered to the Board by the President pursuant to the terms of this Agreement, the Board shall pay the President an annual base gross salary of Two Hundred Thousand Canadian Dollars (\$255,025.00) less lawful deductions, payable in equal bi-weekly instalments for the period July 1, 2013 to June 30, 2014.

4.2 On July 1, 2014 and yearly thereafter through to 2018, the President's salary shall, subject to the other provisions of this Agreement, be reviewed by the Officers of the Board on or before July 31 in each year (the first such review to be completed on or before July 31, 2014). The Officers will recommend any adjustment in salary to the Executive Committee of the Board on or before August 31 following and any adjustment approved by the

Executive Committee in the President's salary shall be retroactive to July 1 of the current calendar year.

For the July 1, 2015 review, the Officers of the Board will engage a third party to conduct a comparative compensation review and will bring forward a recommendation to the Executive Committee prior to August 31, 2015 and any adjustment approved by the Executive Committee in the President's salary shall be retroactive to July 1 of the current calendar year. For all subsequent years of the term, the annual review provided for in paragraph 3.3 hereof, will be conducted.

**5. INSURANCE AND PENSION BENEFITS**

- 5.1 The Board shall provide the President with particulars concerning participation in the University's Employment Benefits Program in accordance with the terms and provisions included within that program.
- 5.2 The President shall continue to participate in the University's pension plan.

**6. HOUSING**

- 6.1 The Board shall pay to the President during the term of this Agreement a housing allowance of One Thousand Dollars (\$1,000.00) per month in addition to the President's salary.

**7. AUTOMOBILE**

- 7.1 The Board shall pay to the President during the term of this Agreement an automobile allowance of One Thousand Dollars (\$1,000.00) per month in addition to the President's salary.

**8. VACATION LEAVE**

- 8.1 The President shall be entitled annually to five (5) weeks paid vacation. The President is strongly encouraged to take his full vacation entitlement each year, but will be permitted to carry over no more than two weeks of paid vacation from one year to the next. The Board reserves the right, to pay out banked vacation when it, at its sole discretion, believes it preferable to pay out, rather than continue accumulating, banked vacation.
- 8.2 The President shall not take vacation at such a time that would interfere with the President properly discharging his duties under the terms of this Agreement.

**9. CONFIDENTIAL INFORMATION**

- 9.1 The President acknowledges that during the term of this Agreement, information will be disclosed about various matters which are confidential to the Board and the University and to the position of President and the President expressly agrees that such confidential information is the property of the Board and will be treated as confidential by the President and will not be disclosed except as may be necessary for the performance of the President's duties under this Agreement.
- 9.2 The President acknowledges that the obligation to maintain confidentiality as outlined in paragraph 9.1 hereof shall survive and continue in force after the termination or expiry of this Agreement

**10. RESEARCH GRANT**

- 10.1 The Board shall provide to the President during the term of this Agreement professional development and research funding in the total amount of Five Hundred Dollars \$500.00 per month to be used at the President's discretion.

**11. ADMINISTRATIVE LEAVE**

11.1 The Board agrees to credit the President with two months of paid leave for every twelve (12) months (or pro rata portion thereof) worked by the President under the terms of this Agreement. It is acknowledged that the President has accumulated 10.5 months of this paid leave for the service period April 1, 2009 to July 1, 2013. It is also agreed that an additional one (1) month per year of paid leave will also be provided for the five years preceding. For greater clarity, this additional 5 (five) months brings the total paid leave accumulated at July 1, 2013 to 15.5 months. It is intended by the Board and the President that for every subsequent year of the Term, paid leave will continue to accumulate at the rate of two months of leave for every year of service and will be taken by the President during the period immediately following the expiration of this Agreement.

11.2 Notwithstanding any other provision of this Agreement, it shall be the President's option, to be exercised at the President's sole discretion, to receive payment for accumulated Administrative Leave in a lump sum or as salary continuation for the period of Administrative Leave. For clarity, this paid leave, whether paid out by lump sum or salary continuation, is for gross base salary only less lawful deductions. No benefits, allowances or otherwise would continue through an administrative leave nor be paid out in a lump sum.

**12. TERMINATION**

12.1 *Termination by Board for Just Cause* - The President agrees that the Board may terminate this Agreement at any time without notice or pay in lieu of notice for "just cause" which, in addition to any of its other normally understood meanings in employment contracts, shall include the following:

12.1.2 A deliberate or serious violation of the duties and responsibilities set forth in or contemplated by this Agreement or refusal or unwillingness by the President to perform such duties in good faith and to the best of the President's abilities.

12.1.3 A violation by the President of any of the other terms and conditions of this Agreement or any of the fiduciary duties owed by the President to the Board or the University.

12.1.4 Any conduct of the President that constitutes moral turpitude, or that would tend to bring public disrespect, contempt or ridicule upon the President, the Board and/or the University.

12.1.5 A deliberate or serious violation of any law, rule, regulation, statutory provision, administrative policy or by-law of the Board or the University, or local, provincial or federal law, which violation may, in the sole judgment of the Board, reflect adversely upon the President or his office, the Board and/or the University.

12.1.6 Absence of the President from his duties under this Agreement, without adequate or any reasonable explanation and without the Board's consent. For greater clarity, this clause does not include disability or any type of medical leave for which the appropriate supporting medical documentation has been provided.

12.1.7 In the event of termination for cause, the President shall be entitled to all accrued salary, accrued vacation and accrued administrative leave earned to the date of termination.

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12.2 *Termination Without Cause* - The President agrees that the Board may terminate this Agreement prior to its normal expiration without just cause at the Board's discretion, in the following manner:

**12.2.1** Should the Board request the resignation of the President at any time during the term of this Agreement the President shall tender his resignation as requested. Should this occur without just cause, the President will be paid, in full satisfaction of all the obligations of the Board arising from this Agreement:

(a) The amount of notice required in writing under the *Labour Standards Code* R.S., c. 246, s.1 at the time of termination, in a lump sum payment, as pay in lieu of notice. This payment includes gross base salary and any compensation normally payable to the President under this Agreement, including but not limited to the pro rata car allowance, housing allowance, research grant and pension contributions, etc.;

(b) An additional lump sum payment equal to the lesser of the balance remaining under this Agreement or two (2) years, at gross base salary and any other compensation normally payable to the President. This includes but is not limited to the pro rata car allowance, housing allowance, research grant, pension contributions, etc. The "balance of the term" as phrased in this paragraph shall mean at minimum twelve (12) months gross base salary and any other compensation normally payable to the President under this Agreement.

**12.2.2** The lump sum payments referred to in paragraph 12.2.1 (a) and (b) (less lawful deductions) shall be paid immediately upon receipt by the Board of an appropriate signed resignation and release.

**12.2.3** The gross base salary amount to be used for calculation of the lump sum payments is the gross base salary amount at the time the resignation is requested.



**12.2.4 Any accumulated vacation leave shall also be paid to the President in a lump sum payment, subject to lawful deductions, immediately upon receipt by the Board of an appropriate signed resignation and release.**

**12.2.5 Any accumulated administrative leave shall be paid out in accordance with paragraph 11.2 hereof.**

**12.2.6 The President agrees that the payments referred to in 12.2 represent the President's complete entitlement (including all claims to notice under the *Labour Standards Code*, reasonable notice, or any other monetary claim) upon termination of the President's employment.**

**12.2.7 Regardless of any other provision of this Agreement, this Agreement shall terminate automatically if:**

**i) The President dies or becomes totally disabled or totally incapacitated or incapable of carrying out the duties as defined in this Agreement or by the Board:**

**ii) The President is insolvent, or makes a creditors proposal, or makes any voluntary assignment into bankruptcy or is petitioned into bankruptcy by one or more of his creditors.**

**12.2.8 If the President should die at any time during the course of this Agreement, or if the President becomes incapable of carrying out the duties of President due to permanent disability or incapacity and is terminated, the Board shall be liable to the President or the President's personal representative, as the case may be, for any accrued but unpaid compensation, together with any other benefits which would be due and payable to the President or personal representative as the case may be by**

reason of death or incapacity during employment by the Board pursuant to this Agreement.

- 12.3 *Termination by the President* - Unless otherwise agreed to in writing in advance by the Board, the President shall provide the Board no less than six (6) months notice in writing of his intention to terminate the Agreement before the expiry of the term. The Board on receipt of such notice and at its sole discretion may require the President to leave office sooner than the end of the six (6) month notice period but, in such event, the Board shall pay to the President all amounts he is entitled to under this Agreement up to and including the end of such six (6) month period.

For greater certainty, should the President choose to terminate this Agreement early upon giving proper notice, the early termination will not prejudice, foreclose upon, or otherwise negatively affect any other entitlements of the President under this Agreement including, though not limited to, the entitlements in paragraph 11.2 hereof.

13. **SEVERABILITY**

- 13.1 The terms of this Agreement are severable such that if any term or provision is declared by a Court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

14. **WAIVER**

- 14.1 The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation of the Agreement.
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**15. NOTICE**

Unless otherwise provided in this Agreement, any notice provided for under this Agreement shall be in writing and shall be sufficiently given if delivered personally, or if

transmitted by facsimile with an original signed copy delivered personally within twenty-four (24) hours thereafter, or mailed by prepaid registered post addressed to the Board or the President at their respective addresses set forth or at such other than current address as is specified by notice:

(a) to the Board:        **Secretary to the Board of Governors**  
                                 **Acadia University**  
                                 **Wolfville, NS B4P 2R6**  
  
Fax:                        **585-1097**

(b) to the President:   **CONFIDENTIAL**  
                                 **Raymond E. Ivany**  
                                 **Office of the President**  
                                 **Acadia University**  
                                 **Wolfville, NS B4P 2R6**  
  
Fax:                        **585-1077**

**16. GOVERNING LAW**

**16.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and of Canada as applicable.**

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**17. NON-ASSIGNABLE**

17.1 This Agreement is not assignable by either party but shall be binding upon the heirs, administrators, personal representatives, successors and assigns of both parties.

**18. DISPUTE RESOLUTION**

18.1 The Parties agree that in the event of a dispute arising under this Agreement they will make their best efforts to resolve such dispute between themselves in a spirit of cooperation and mutual respect.

18.2 Where the Parties are unable to resolve any dispute between themselves in accordance with paragraph 18.1 hereof, the Parties agree that the dispute shall be referred to binding arbitration in accordance with the simplified procedure provided for in the *Commercial Arbitration Act of Nova Scotia*.

18.3 The Arbitrator shall have the power to award compensation or damages if the Agreement has been breached but the Arbitrator shall not have the power to order reinstatement of the President or the power to amend or alter in any way, the terms of this Agreement.

18.4 The Parties agree that the arbitrator's decision shall be binding and not reviewable in any court except on a question of law or jurisdiction.

**19. ENTIRE AGREEMENT**

19.1 The Parties agree that this Agreement represents the entire agreement between the Parties. It replaces any prior agreements between the Parties. There are no other agreements whether written, verbal or in any other form.

**20. INDEPENDENT LEGAL ADVICE**

20.1 The Parties each acknowledge they have had the opportunity to consult independent legal advice prior to executing this Agreement.

**IN WITNESS WHEREOF** the parties have executed this Agreement in the manner and on the dates noted below and this Agreement is deemed effective as of the day first above written.

**SIGNED, SEALED AND DELIVERED** at Wolfville, Kings County, Nova Scotia, on behalf of the Board by its proper and duly-authorized officers on the 30<sup>th</sup> day of May, 2014.

**GOVERNORS OF ACADIA UNIVERSITY**

H. Collier

Witness

Rejoice

Witness

Per: [Signature]

And: [Signature]

**SIGNED, SEALED AND DELIVERED** by the President at \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_ on the 23<sup>rd</sup> day of May, 2014.

**RAYMOND E. IVANY**

Kathy [Signature]

Witness

[Signature]