

THIS AGREEMENT dated this Tenth (10th) day of August, 2023, effective as of the First (1st) day of September, 2023.

BETWEEN:

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

-and-

DR. JEFFREY J. HENNESSY, of Wolfville, Nova Scotia ("**Hennessy**")

(together with the University, the "**Parties**", each, a "**Party**")

WHEREAS the Board of Governors of the University ("**Board**"), at a meeting convened on July 17, 2023, approved Hennessy's appointment and employment as President and Vice-Chancellor of the University for a period of six years commencing September 1, 2023 (the "**Start Date**");

AND WHEREAS the Board has offered Hennessy, and Hennessy wishes to accept, such appointment and employment;

AND WHEREAS the Parties wish to enter this Agreement to establish the terms and conditions of Hennessy's employment with the University;

NOW THEREFORE in consideration of the mutual promises and covenants contained herein the Parties agree as follows:

1. Appointment as President

- 1.1 "President", for purposes of this Agreement, means the office of the President and the President's joint appointments as President and Vice Chancellor.
- 1.2 By this Agreement, the Board appoints and employs Dr. Jeffrey J. Hennessy as President of the University, to serve in such capacity under the policies, supervision and direction of the Board in accordance with the terms of this Agreement. Hennessy accepts and agrees to such employment in accordance with the terms of this Agreement.
- 1.3 Hennessy will perform all of the duties required by this Agreement and associated with the office of President by custom or practice, including any duties or responsibilities assigned by the Board from time to time at the Board's sole discretion.
- 1.4 Hennessy represents and warrants that to their knowledge, there are no issues that would prevent Hennessy from commencing the President's duties under this Agreement on the Start Date and carrying out the essential duties of the President position throughout the Term (as defined below).
- 1.5 Hennessy will 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 will report to and be accountable to the Board.

2. Devote Best Efforts to the Work as President

- 2.1 Hennessy agrees to faithfully, and with maximum application of experience, ability and talent, devote their full-time attention and abilities to the position of President, as is reasonably necessary to perform the duties of President set out under this Agreement, and will use their best efforts at all times to promote the interests of the University.
- 2.2 Hennessy's primary location of work will be at the University campus in Wolfville, Nova Scotia, but will also be at such other places as the Board or Hennessy deem appropriate in order to serve the best interests, needs, business or opportunity of the University.
- 2.3 Hennessy agrees to be bound by the University's policies, rules and regulations as amended from time to time. These policies, rules and regulations, including but not limited to a University handbook or policy manual, and form part of the terms of this Agreement.
- 2.4 Hennessy will at all times conduct themselves with a standard of professionalism and integrity expected of the President's position. Hennessy acknowledges and agrees that the performance of the President's duties requires both the highest level of integrity and the University's complete confidence in the President's relationship with employees and persons external to the University with whom the President may deal in the course of their employment.
- 2.5 Nothing in this Agreement prevents Hennessy from spending reasonable amounts of time for personal or outside interests 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 University by Hennessy under the terms of this Agreement.
- 2.6 Hennessy will 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 is for a six-year period (the "**Term**") commencing effective the Start Date and ending August 31, 2029 (the "**End Date**"), at which time this Agreement and Hennessy's employment as President will end, unless terminated earlier in accordance with this Agreement or as otherwise agreed between the Board and Hennessy.
- 3.2 Subject to the Guidelines for the Appointment and Review of Senior Academic Officers, as amended from time to time (the "**Guideline**"), this Agreement may be renewed prior to the end of the Term for a subsequent renewal term, subject to amended terms and conditions as agreed by the Parties ("**Renewal Term**"). The current Guideline is attached hereto as Schedule A.
- 3.3 The Parties agree that an annual review of Hennessy's performance will be conducted in accordance with the Annual Review of President Policy, as amended from time to time (the "**Policy**"). The current Policy is attached hereto as Schedule B.

4. Salary

- 4.1 For performing the duties of President, the University will pay Hennessy an annual base gross salary of \$345,000, subject to customary and legally required deductions (the “**Salary**”), payable in equal bi-weekly instalments during the Term.
- 4.2 Commencing September 1, 2024, and annually thereafter until 2028, the Executive Committee of the Board may review Hennessy’s Salary. Such Salary review is to be completed within the month of September, and any adjustments approved by the Executive Committee in a given year will be paid retroactive to September 1 of that year.

5. Insurance and Pension Benefits

- 5.1 Hennessy will be eligible to participate in the University’s employment benefits plans that are provided for University faculty in accordance with the terms and conditions of such plans, as amended from time to time. The University reserves the right to amend, substitute or discontinue any such benefits plans at any time, at its sole discretion.
- 5.2 Hennessy will be eligible to participate in the Nova Scotia Public Service Superannuation Plan (the “**Pension Plan**”), to which Hennessy and the University will contribute at the applicable contribution rates, in accordance with the terms of the Pension Plan and applicable legislation, as amended from time to time.
- 5.3 Hennessy will be eligible to participate in a Supplemental Executive Retirement Plan provided by the University (the “**SERP**”), in accordance with the terms of the SERP and applicable legislation, as amended from time to time.
- 5.4 Hennessy’s prior service in another pension plan may be available for transfer to the Pension Plan in accordance with the rules and limits prescribed under the applicable reciprocal transfer agreement (if any).

6. Housing and Moving Allowance

- 6.1 The University will pay to Hennessy during the Term of the Agreement a housing allowance of \$1,500 per month in addition to Hennessy’s Salary. Hennessy acknowledges that Canada Revenue Agency will consider the housing allowance to be a taxable benefit.
- 6.2 Upon provision of corresponding receipts, the University will reimburse Hennessy for moving expenses up to a maximum of one month’s Salary. For purposes of this provision, “moving expenses” includes reasonable moving expenses and travel required to relocate Hennessy’s primary residence to the Wolfville, Nova Scotia area, and expenses for temporary living arrangements such as hotels or rental accommodations within the first year of employment.

7. Automobile

- 7.1 The University will pay to Hennessy during the Term of the Agreement an automobile allowance of one thousand Canadian dollars (\$1,000) per month in addition to Hennessy’s Salary. Hennessy acknowledges that Canada Revenue Agency will consider the automobile allowance to be a taxable benefit. In addition, Hennessy, will be able to claim

gas expenses in accordance with the University's Travel Policy, as amended from time to time.

8. Vacation Leave

- 8.1 Hennessy will be provided with five (5) weeks' vacation per annum during the Term. Hennessy is strongly encouraged to take their 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 ("**Banked Vacation**"). The Board reserves the right to eliminate and pay out Banked Vacation when it, at its sole discretion, believes it preferable to pay out, rather than continue accumulating, Banked Vacation, subject to the Code (as defined below).
- 8.2 Hennessy agrees that Hennessy will not take vacation at such a time as would interfere with Hennessy properly discharging the duties of a President under the terms of this Agreement.

9. Rank of Professor with Tenure

- 9.1 Hennessy will be appointed as a Full Professor with tenure in the School of Music at the University.
- 9.2 Upon Hennessy's completion of service as President at the end of the Term (or final Renewal Term, if any, as applicable), or Hennessy's termination without cause during the Term as provided for in paragraph 13.2(b) of this Agreement, resignation during the Term in accordance with paragraph 13.2(c) of this Agreement, or termination for incapacity to perform duties in accordance with paragraph 13.2(d) of this Agreement; in any case, if Hennessy so elects, Hennessy will continue employment with the University as a full-time faculty member and Full Professor, with terms and conditions of employment determined by the applicable collective agreement, and at the time of such election will be placed at the top step of the salary grid for Full Professors.
- 9.3 Notwithstanding any other provision of this Agreement, including paragraphs 9.1 and 9.2 of this Agreement, Hennessy will not be entitled to become a full-time faculty member upon termination with cause in accordance with paragraph 13.2(a) of this Agreement. Hennessy will not be entitled to the benefits of the grievance and arbitration processes under any collective agreement.

10. Confidential Information

- 10.1 Hennessy acknowledges that during the Term of this Agreement, Hennessy will acquire information about matters and things that are confidential to the Board and the University and to the position of President ("**Confidential Information**").
- 10.2 Hennessy acknowledges that Confidential Information is the property of the University and agrees that during the course of Hennessy's employment pursuant to this Agreement, or any time after the termination thereof, Hennessy will not
- (a) disclose Confidential Information to others;

- (b) use or disclose Confidential Information except in the course of carrying out authorized activities on behalf of the University, and in no event for Hennessy's own account; or
- (c) make any unauthorized use of the University's computer systems, communications networks, databases, servers, accounts or files.

10.3 Upon termination of this Agreement, for any reason, all results and output of the services as President of the University under this Agreement including any Confidential Information will remain the exclusive property of the University and will be immediately returned to the University. Hennessy agrees to abide by, and follow, any directions of the University with respect to the deletion of Confidential Information from systems and the destruction of databases and agrees not to delete any Confidential Information from retrieval systems or destroy any information without the express authorization of the University.

10.4 Hennessy acknowledges and agrees that any violation or attempted violation of any of the covenants contained in paragraphs 10.1 through 10.3 of this Agreement will entitle the University to an injunction, and that these obligations will survive and continue in force after the termination or expiry of this Agreement.

11. **Research Grant**

11.1 The University will provide to Hennessy during the Term of this Agreement professional development and research funding in the total amount of \$20,000 per annum to be used at the President's discretion ("**Research Grant**"). A maximum of \$10,000 of Research Grant can be carried over to the next year. Unused Research Grant has no monetary value and will be forfeited upon termination or expiry of this Agreement, as applicable. However, any unused Research Grant may be used during a period of Administrative Leave (as defined below).

12. **Administrative Leave**

12.1 The Board agrees to credit Hennessy with two months of leave, with Salary, for every 12 months worked by Hennessy under the terms of this Agreement ("**Administrative Leave**"). Administrative Leave will be credited for partial years of work, prorated based on number of completed months.

12.2 Notwithstanding any other provision of this Agreement, upon completion of Hennessy's Term (or Renewal Term in accordance with paragraph 3.2 of this Agreement), Hennessy may, at Hennessy's sole discretion, elect to receive any accrued and unpaid Administrative Leave either as a lump sum or as salary continuation throughout the period of Administrative Leave. If salary continuation is elected, any benefits provided under paragraphs 5.1 or 5.2 of this Agreement as of Hennessy's completion of the Term (or Renewal Term) will continue throughout the salary continuation period, subject to the terms and conditions of the applicable plans, as amended from time to time; otherwise, only Salary is paid in respect of Administrative Leave, and no other benefits, allowances or other entitlements (or the monetary equivalents) will be provided through the period of Administrative Leave or as a lump sum.

13. Termination

13.1 In this Agreement, “**Code**” means the Nova Scotia *Labour Standards Code*, as amended from time to time.

13.2 This Agreement and Hennessy's employment and appointment as President may be terminated prior to the End Date as follows:

- (a) Termination by the Board for Just Cause – Hennessy agrees that the University may, at any time and without notice or pay in lieu of notice, terminate this Agreement and Hennessy's employment for just cause, which includes any material breach of the provisions of this Agreement or any other activity considered at law to constitute just cause, meaning circumstances where the Code permits termination of employment without notice, payment in lieu or any other entitlement, which may, as permitted by the Code, include any material breach of the provisions of this Agreement or any other activity considered at law to constitute just cause, subject to any applicable entitlements under the Code (if any). Should it be determined that there was no just cause, Hennessy will be limited to receiving entitlements pursuant to paragraph 13.2 (b);
- (b) Termination without Cause – Hennessy agrees that the University may, for any reason or no reason, terminate this Agreement and Hennessy's employment without just cause (including, but not limited to, constructive termination), except in circumstances where the Code prohibits without-cause termination, by providing Hennessy with an amount equivalent to:
 - (i) two years' worth of Hennessy's Salary and other compensation (at the applicable rates as of the termination date), if the remainder of the Term is two years or more;
 - (ii) Hennessy's Salary and other compensation (at the applicable rates as of the termination date) to the end of the Term, if the remainder of the Term is at least one year but less than two years; or
 - (iii) one year's worth of Hennessy's Salary and other compensation (at the applicable rates as of the termination date), if the remainder of the Term is less than one year.

In consideration for such amount, Hennessy will execute a release in favour of the University in a form mutually agreed by the Parties and will confirm in writing that Hennessy has resigned from employment and will adhere to ongoing obligations pursuant to this Agreement.

- (c) Termination by Hennessy – Unless otherwise agreed to in writing in advance by the Board, Hennessy will provide the Board no less than six months' notice in writing of Hennessy's intention to terminate this Agreement at any time before the expiry of the Term. The Board may require Hennessy to leave office sooner than the end of the six-month period, at its sole discretion; or
- (d) Incapacity to Perform Duties – Hennessy acknowledges and agrees that the ability to provide their full time and attention as provided in paragraph 2.1 of this

Agreement is a bona fide occupational requirement of the office of President. If Hennessy dies or is disabled and unable (or is reasonably expected to be unable) to perform the essential duties and responsibilities of President with or without reasonable accommodation for a period of 180 days (which need not be consecutive) in any consecutive 12-month period ("**Disabled**"), the Board may, subject to the Code, terminate Hennessy's employment by providing Hennessy with entitlements outlined under paragraph 13.2(b) of this Agreement. Any question as to whether during any period Hennessy is Disabled will be resolved by the opinion of a physician selected by the University, to whom Hennessy or Hennessy's guardian has no reasonable objection. Hennessy agrees to cooperate with respect to any examination or information required by such physician. Nothing in this paragraph will be construed to waive Hennessy's rights, if any, under existing law including, without limitation, the Code and the human rights legislation applicable to the Hennessy's employment, as amended from time to time.

These provisions respecting termination of this Agreement will remain in effect for the duration of the Term and any Renewal Terms, notwithstanding any other changes to the terms and conditions of this Agreement, unless a specific written agreement is made to change these provisions, which must be signed by both Hennessy and the University.

- 13.3 Termination of Hennessy's employment as President under paragraphs 13.2(b) through (d) of this Agreement do not automatically include dismissal from Hennessy's professorial appointment at the University in accordance with paragraph 9.2 of this Agreement.

14. Severability

- 14.1 The terms and provisions of this Agreement are severable from each other such that if for any reason any term or provision illegal, void or unenforceable, the remaining terms and provisions will continue to be valid and enforceable.

15. Waiver

- 15.1 The waiver by either Party of any breach or violation of any provision of this Agreement will not operate, or be construed, as a waiver of any similar subsequent breach or violation of this Agreement.

16. Notices

- 16.1 Unless otherwise provided in this Agreement, any notice provided for under this Agreement will be in writing. A Party's notice will be sufficiently given if delivered by hand, registered mail or email or facsimile to the respective addresses set forth below, which either Party may change by written notice to the other Party:

If to the University:

CONFIDENTIAL
Chair, Board of Governors
Acadia University
c/o Board Secretariat
Wolfville, NS B4P 2R6

If to Hennessy:

Jeffrey J. Hennessy
[REDACTED]
[REDACTED]
[REDACTED]
Email:
jeff.hennessy@acadiau.ca

Facsimile: 902.585.1097
Email: greeshma.menon@acadiu.ca

17. Governing Law

- 17.1 This Agreement is governed by and construed in accordance with the laws of the Province of Nova Scotia and of Canada as applicable.

18. Assignment

- 18.1 This Agreement is not assignable by either Party but will be binding on their heirs, administrators, personal representatives, successors and assigns.

19. Dispute Resolution

- 19.1 The Parties will use best efforts to resolve between themselves any dispute arising from the interpretation or application of this Agreement.
- 19.2 Where the Parties are unable to resolve any dispute between themselves in accordance with paragraph 19.1 of this Agreement, the dispute will be referred to binding arbitration by a single arbitrator agreed by the Parties (the “**Arbitrator**”), in accordance with the simplified procedure provided for in the *Commercial Arbitration Act* Nova Scotia.
- 19.3 The Arbitrator will have the power to award compensation or damages if the Arbitrator determines this Agreement has been breached; however, the Arbitrator will not have the power to order reinstatement of Hennessy or to amend or alter in any way the terms of this Agreement.
- 19.4 The Arbitrator's decision will be final and binding on the Parties.

20. Entire Agreement

- 20.1 This Agreement constitutes the entire agreement between the Parties hereto and cancels and supersedes all previous written, verbal or implied terms, conditions and representations relating to Hennessy's employment as President of the University. This Agreement can only be amended by mutual agreement of the Parties in writing.

21. Collection and Use of Personal Information

- 21.1 Hennessy acknowledges that the University will collect, use and disclose health and other personal information for administrative and business-related purposes. Hennessy consents to the University collecting, using and disclosing Hennessy's health and other personal information for administrative and business-related purposes in accordance with any privacy policies of the University.

22. Statutory Deductions

- 22.1 All payments under this Agreement are subject to required statutory or customary deductions.

23. Counterparts

23.1 This Agreement may be signed in one or more counterparts, including by electronic means, which, taken together, will constitute one Agreement.

24. Survival of Provisions

24.1 The provisions of this Agreement will survive the termination of this Agreement to the extent necessary to effectuate the terms contained herein.

25. Independent Legal Advice

25.1 The Parties each acknowledge that they have had the opportunity to consult independent legal advice prior to executing this Agreement, and that they have entered into this Agreement freely, voluntarily and without duress.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on 10th of August, 2023 at Wolfville, in the Province of Nova Scotia.

SIGNED, SEALED AND DELIVERED in the presence of:

[Redacted signature]

[Redacted signature]

GOVERNORS OF ACADIA UNIVERSITY

Witness

Per:

Witness

Per: