

THIS EMPLOYMENT AGREEMENT made this 18 day of March, 2016 ("Agreement").

BETWEEN:

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

AND

WILLIAM LAHEY (the "President")

THE APPOINTMENTS

1. King's hereby appoints Mr. William Lahey as:
 - (a) King's President and Vice-Chancellor; and
 - (b) a King's Full Professor (with tenure).
2. (a) The President accepts the appointments with the understanding that his appointment as a King's Full Professor (with tenure) is for and during the Term of his appointment as King's President and Vice-Chancellor.
 - (b) Prior to June 30, 2019, King's and the President undertake, on a best efforts basis, to work with Dalhousie to have the President appointed to a King's Carnegie Professorship, or other similarly tenured position at King's in an academic area for which the President is suited.

CONDITION PRECEDENT

3. This Agreement is conditional upon Dalhousie University ("Dalhousie") granting the President a five (5) year leave of absence from his position as Associate Professor of Law (with tenure) in Dalhousie's Schulich School of Law (the "Leave"). Such Leave is to run concurrently with the Term of the President's appointments herein.

GENERAL PERFORMANCE OBLIGATIONS

4. 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

5. 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. 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. Subject to possible teaching at Dalhousie's Schulich School of Law (such teaching to be agreed upon by Dalhousie, King's and the President) 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 July 1, 2016, 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

6. 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

7. 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

8. 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.

TERM OF APPOINTMENT

9. The President's appointment shall be for a five (5) year term commencing July 1, 2016 and ending June 30, 2021 (the "Term"), subject to earlier termination by the Board, or the President, as provided for in this Employment Agreement.

RENEWAL OF TERM

10. The President must advise the Chair of the Board of his intention to either (a) stand for a successive term as King's President and Vice-Chancellor, or (b) return to Dalhousie's Schulich School of Law by no later than June 30, 2020. The President and King's acknowledge that:
 - a. The Leave may only be renewed, in writing, upon the agreement of The President, King's and Dalhousie; and
 - b. In the event that agreement for a renewed Leave is not possible, the President and King's will need to negotiate their contractual arrangements in order to achieve a successive term as King's President and Vice-Chancellor.

SALARY AND ANNUAL PERFORMANCE APPRAISAL

11. During the Term, King's shall pay the President a base annual salary of One Hundred and Ninety Thousand Dollars (\$190,000.00 CAD), subject to applicable deductions and withholdings.
12. This salary may be increased by such 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 according to the Board's Governance Documents, in particular, "Appendix B - Suggested Guidelines for the Annual Performance Evaluation and Goal Setting", as amended from time to time. Following a satisfactory performance evaluation, effective on July 1 of each year, King's may consider an increase in the President's base salary as it sees fit.

BENEFITS AND PENSION

13. During the Leave, the President shall continue in the Dalhousie University Staff Pension Plan (the "Pension") administered by Dalhousie in accordance with the Pension's terms and conditions. Upon receiving written direction from Dalhousie, and the President, King's shall remit whatever employer contribution that Dalhousie would otherwise have made on the President's behalf to the Pension. Apart from making the above-noted contributions, the President acknowledges that King's has no control over the Pension and that the President shall have no independent rights, claims or causes of action against King's in connection with the Pension.
14. 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, 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.

EXPENSES

15. (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 \$2,900.00 plus HST for legal fees associated with this employment contract.
- (d) King's shall provide the President with the required technological devices including smart phone and laptop.

MOVING COSTS

16. (a) King's agrees to pay the President's costs upon provision of suitable receipts for reasonable moving expenses from his present residence in Halifax, Nova Scotia to 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.
- (b) King's agrees to pay the President's costs associated with the sale of his home in Halifax, Nova Scotia, to facilitate his move to King's campus. Those costs, not to exceed \$7,500.00, include legal fees, tax, and/or real estate fees associated with the sale.

PRESIDENT'S LODGE

17. (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 employment, for whatever reason, he may be required to vacate the Lodge and remove his personal belongings within no later than thirty (30) days from his last day of active employment with King's. 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

18. 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. Vacation not used within the year cannot be carried forward without the approval of the Chair of the Board.

LEAVE IN LIEU OF SABBATICAL

19. In recognition of the President's entitlement to sabbatical leave as Associate Professor of Law (with tenure) at Dalhousie, which has been frozen effective the date of the Leave granted by Dalhousie, King's agrees to provide the President with a one (1) year period of paid leave in lieu of sabbatical upon completion of his Term as King's President and Vice-Chancellor. This paid leave in lieu of sabbatical is intended to provide the President with an equivalent period of sabbatical study that he would have otherwise had the benefit of had he remained in his position as Associate Professor of Law (with tenure) at

Dalhousie. The President's salary during this paid leave in lieu of sabbatical shall be equal to his base salary in the year immediately preceding the expiry of the Term.

20. During the period of paid leave in lieu of sabbatical the President may attend to whatever pursuits he would otherwise conduct on his sabbatical; however, he shall be available on a reasonable basis to advise the Board on significant issues affecting King's.
21. In event of an early termination of the Term, the President shall be entitled to the paid leave in lieu of sabbatical he has earned up to the date of termination (at the rate of 2.4 months per full year of completed service under the Term) provided that the termination was not for just cause. In the case of a dismissal for just cause, any entitlement to paid leave in lieu of sabbatical is forfeited by the President.
22. The President acknowledges that he cannot use his paid leave in lieu of sabbatical either during the Term or prior to the commencement of or during any renewal term as President and Vice-Chancellor with King's. In such circumstances the President may elect to either (a) use his paid leave in lieu of sabbatical upon the completion of his employment with King's, or (b) be paid out in lieu of his paid leave in lieu of sabbatical. In the event the President elects to be paid out in lieu of his paid leave in lieu of sabbatical, King's may elect to pay this amount as a lump sum or as salary continuance, within its exclusive discretion. King's and the President shall cooperate in the manner of payment in compliance with the Income Tax Act.

TERMINATION

Just Cause

23. 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 this Agreement and the President's appointments as both (i) President and Vice-Chancellor, and (ii) King's Full Professor (with tenure). As such, the President's employment at King's shall cease and King's will have no financial or other liability to the President hereunder, or otherwise.

Incapacity

24. (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 appointments as both President and Vice Chancellor and King's Full Professor (with tenure) 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) Should King's deem it necessary in order to determine the President's capacity to discharge his duties and responsibilities, the President hereby agrees to permit his examination by doctors appointed by King's (but who are not on the Board or related to anyone on the Board), and to permit full access to his medical records by King's-appointed doctors.
- (d) 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

- 25. (a) King's may by written notice terminate the President's appointments as (i) President and Vice-Chancellor, and (ii) King's Full Professor (with tenure) at any time, without just cause, by payment to the President of a lump sum equal to one (1) year's base salary. If such termination occurs after the midpoint and before the end of the Term, the payment shall be the lesser of fifteen (15) months of the President's current base salary or the base salary he would have received for the balance of the Term. In such event, the President, upon receiving this payment, 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 in the manner of payment consistent with the *Income Tax Act*.
- (b) 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 appointments as President and Vice Chancellor/Full Professor (with tenure) 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.
- (c) 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.

26. (a) The termination provisions set out at clauses 23 through 25 of this Agreement are in lieu of any rights and remedies pursuant to King's Regulations Governing Faculty-Administration Relationship (the "Pink Book"). In the event of the termination of the President's employment under this Employment Agreement, his rights and entitlements shall be governed by this Employment Agreement and not the Pink Book.
- (b) The termination provisions set out at clauses 23 through 25 of this Agreement are subject to the Leave granted by Dalhousie. For clarity, if the President is terminated for any reason, including just cause, the President may exercise any available rights under the Leave and/or any tenure rights at Dalhousie.

RESIGNATION OR DEATH

27. (a) The President agrees to provide King's with twelve (12) month's written notice of a resignation 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 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) Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original and all of which when taken together constitute one and the same instrument, and may be delivered by facsimile or other electronic transmission.
- (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, willful default or neglect.

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 its approval by the Board and, if approved, upon its signing by the proper officers of the Board.

IN WITNESS WHEREOF the parties hereto have set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

Kim Klesons

Witness

Kim Klesons

Witness

UNIVERSITY OF KING'S COLLEGE

Dale Godsoe

**MS. DALE GODSOE
CHAIR BOARD OF GOVERNORS**

William Lahey

MR. WILLIAM LAHEY