

THIS AGREEMENT made this 31st day of January 2025

BETWEEN:

SAINT MARY'S UNIVERSITY,

a body corporate, incorporated under the Saint Mary's University Act, 1970, of Halifax, Nova Scotia
(hereinafter called the "University")

- and –

DR. MICHAEL A. KHAN

of Peterborough, Ontario
(hereinafter called the "President")

WHEREAS it is the desire of the University to appoint Dr. Michael A. Khan as President and Vice-Chancellor of the University;

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

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the University and the President covenant and agree as follows:

1. TERM

1.1 Subject to the approval of the Board of Governors, the University shall appoint, and the President shall accept an appointment as President and Vice-Chancellor of the University for a term of five (5) years commencing on July 1, 2025 and concluding on June 30, 2030 (the "Term"), unless terminated earlier in accordance with the terms and conditions of this Agreement, with the place of employment being Halifax, Nova Scotia.

1.2 The President is eligible for reappointment for an additional term or terms in accordance with Section 4, Article 2(4) of the University Bylaws. The applicable provisions of the Bylaws will apply (see Appendix A).

2. PROFESSIONAL RANK

2.1 The President and Vice-Chancellor position includes an academic appointment at the rank of Full Professor with tenure in the Department of Psychology, Faculty of Science, effective July 1, 2025.

2.2 Upon completion of the Term or renewal term, or following termination of the President's employment pursuant to Article 11, if applicable, if the President elects he shall immediately enter the Saint Mary's University Faculty Union bargaining unit and shall be placed in the Faculty Salary Scale at the highest step for a Tenured Full Professor under the terms and conditions of employment applicable to full-time faculty members at that time. The President acknowledges that notwithstanding this

provision, proceedings leading to the dismissal from his professorial position may be commenced only pursuant to the terms and conditions of the Collective Agreement in force between the University and Saint Mary's University Faculty Union, or other applicable University regulations or policies.

3. FULL TIME COMMITMENT

3.1 Unless on approved leave or vacation, the President shall dedicate his full time and attention to the role of President and Vice-Chancellor and shall diligently and faithfully perform the functions and duties conferred on or assigned to him by the Board of Governors of the University.

3.2 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 Human Resources Committee of the Board of Governors.

3.3 The President shall be bound by and shall faithfully observe and abide by all policies, rules and regulations of the University in force from time to time. By virtue of the University Act, the President is a member of the Board of Governors of the University and is therefore bound by the Board of Governors Charter and Code of Conduct.

4. REMUNERATION

4.1 The gross annual base salary of the President effective July 1, 2025 shall be Three Hundred and Sixty Thousand Canadian dollars (\$360,000.00 CAD) and shall be subject to statutory deductions and remittances.

4.2 Effective July 1, 2026 and for any remaining years in the Term, the President's annual base salary shall be adjusted by the same percentage awarded to members of the Administrative Professional Confidential (APC) Group during those years.

4.3 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. The Human Resources Committee shall consult with the President with respect to the procedures to be followed with each annual review prior to undertaking such review.

4.4 The Human Resources Committee of the Board of Governors may, in its sole discretion, establish a President's performance incentive program to reward exceptional performance on such terms and in such amounts as the Committee considers appropriate.

5. PENSION

5.1 The President shall participate in the University's Pension Plan, including the Supplementary Pension Plan, in accordance with the terms and conditions hereof and shall make the Regular Employee Contributions to the Plan as defined in the Plan. The University shall contribute the Employer Contributions as prescribed by the Pension Plan and Supplementary Pension Plan. Any temporary reduction in contributions shall apply in accordance with the terms of the Plan.

6. BENEFITS

6.1 The President shall be entitled or required, as determined by University policy in effect from time to time, to participate in the benefit plans of the University including, without limitation, Pension, Supplementary Pension Plan, Long Term Disability, Life Insurance, Employee Family Assistance Program, Critical Illness Insurance, and extended health and dental benefits. The President acknowledges and agrees that such benefit plans may be changed at any time by the University at its sole discretion.

6.2 The President shall attend at an annual medical assessment, known as a Comprehensive Health Assessment, provided by a provider of the University's choice. This annual medical assessment is a requirement of employment, and the expenses associated with attending will be paid by the University.

7. EXPENSES AND RELOCATION

7.1 The President shall be reimbursed in accordance with the University's policies for reasonable and necessary day-to-day expenses incurred in fulfilling the role of President and Vice-Chancellor. Expenses shall be reimbursed upon presentation of appropriate written receipts, and such expenses shall first be subject to the approval of the University's Vice-President Finance and Administration, followed by approval of the Chair of the Board of Governors.

7.2 The President shall be reimbursed for all reasonable travel and entertainment expenses actually and properly incurred in connection with the duties of President and Vice-Chancellor. Reasonable expenses related to the hosting of University events at the President's home shall be reimbursed.

7.3 Air travel shall be economy class, except where scheduled flight time on single or connecting flights to a final destination exceeds ten (10) hours, not including time on ground between scheduled connecting flights. In accordance with the University Policy on Spousal Travel, and upon prior approval of the Board Chair, the University may pay the cost of the President's spouse's travel to University events, where it is determined that spousal attendance is a benefit to the University.

7.4 Since the President is expected to reside in Halifax, Nova Scotia, the University will provide a relocation allowance of up to \$45,000.00, to reimburse the President for expenses incurred for the purposes of relocating his residence from Peterborough, Ontario, to Halifax, Nova Scotia, upon presentation of corresponding receipts. For the purposes of this allowance, reimbursable expenses include reasonable moving expenses, travel for the President, his spouse and dependents by economy airfare to search for housing in Halifax and for the move, legal fees, disbursements and commission expenses incurred in selling a home, storage costs, temporary accommodations costs while looking for house for the President, and his spouse. The University expects the President to obtain at least two quotations from qualified service providers for moving his personal effects and to retain the services of the service provider submitting the lowest cost.

7.5 The University will provide up to \$3,500 to the President to reimburse him for legal expenses incurred in relation to negotiating this Agreement, upon presentation of a receipt.

8. RESEARCH ALLOWANCE

8.1 The University shall provide the President with a research allowance of \$20,000.00 for a pre-approved research plan (the "Research Plan") over the Term to be used to conduct research and cover research related expenses. Any unused portions of the allowance may be utilized during the President's Administrative Leave at the conclusion of the Term. The Research Plan shall be part of the President's annual performance plan and attached thereto.

9. VACATION

9.1 The President shall be entitled to five (5) weeks' vacation with pay in every period of twelve (12) months during the Term, and the period of vacation will be arranged at a time mutually satisfactory to both parties. The vacation is 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.

9.2 The President shall be permitted to carry over up to ten (10) days of vacation from one year to the next, and, with the written consent of the Board Chair, to a maximum of thirty (30) days.

10. PROFESSIONAL DEVELOPMENT AND RESEARCH

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

11. TERMINATION

11.1 The President may terminate this Agreement, and his employment in the position of President and Vice-Chancellor, at any time during the Term, by providing twelve (12) months written notice to the University, unless another period of time is mutually agreed between the parties.

11.2 The University may terminate the employment of the President for cause, at any time. Subject to Article 11.8, 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 other than the payment of the Administrative Leave referred to in Articles 12.1 and 12.2 in the event that the professorial appointment is not terminated.

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

- (a) Eighteen (18) months' notice (less any statutory deductions);
- (b) Any earned and unpaid performance incentive earned pursuant to this Agreement;
- (c) Any Administrative Leave accrued to the date of termination pursuant to Article 12.3; and

(d) The continuation of benefits set forth in this Agreement for as period of eighteen (18) months from the date notice of termination is given to the President in writing, except LTD and Life Insurance which shall terminate on the later of the end of the minimum notice period required under the Nova Scotia *Labour Standards Code* or the President's last day of active employment.

11.4 The notice of termination provided by the University pursuant to Article 11.3 may be working notice, pay in lieu of notice, or any combination thereof, to be determined at the sole discretion of the University.

11.5 The payments provided to the President pursuant to Article 11.3 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*.

11.6 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.

11.7 For the purposes of this section, date of termination is the end of the notice period set out in 11.3 (a), regardless of whether the University provides working notice or pay in lieu of notice.

11.8 Termination of the employment of the President from the role of President and Vice-Chancellor shall not automatically include dismissal from the President's professorial appointment at the University. The University may initiate proceedings for dismissal from the President's professorial appointment only in accordance with the terms and conditions of the Collective Agreement in force between the University and Saint Mary's University Faculty Union (the "Collective Agreement") or other applicable University regulations or policies at the time.

11.9 The parties acknowledge that the position of President and Vice-Chancellor is a key one within the University and even temporary absences may cause hardship in the University. If the President is unable to discharge the 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 as defined by the long-term disability plan and is in receipt of sick leave benefits or long-term disability benefits, the University shall have no obligations whatsoever to pay the President the remuneration provided for under Article 4 herein.

11.10 Twenty-seven (27) weeks following the occurrence of a "total disability" of the President as defined in the long term disability plan, the President shall be deemed to have resigned from the position of President and Vice-Chancellor and shall 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. The President and the University acknowledge and agree that it would amount to an undue hardship for the University to continue the President's appointment if the circumstances described in this Article should occur.

12. ADMINISTRATIVE LEAVE

12.1 Upon completion of the Term or of any renewal term, and subject to Article 12.6 below, the President is entitled to an Administrative Leave ("Administrative Leave"). The purpose of Administrative Leave is to provide the President with an opportunity to rebuild his scholarly activity and to prepare for joining the University's faculty for the benefit of the University and its students and in accordance with Article 2.1.

12.2 The President is eligible to take all or a portion of the Administrative Leave following the Term or any renewal term, as the case may be, but not during the Term. The Administrative Leave must be taken upon completion of the Term or renewal term, as the case may be, and cannot be deferred.

12.3 Entitlement to Administrative Leave shall accrue at a rate of six (6) days per month for each actual month of completed service in the Term to a maximum of twelve (12) months. Entitlement to Administrative Leave will not accrue should the Term be extended or renewed, and the parties confirm that the total Administrative Leave entitlement shall remain at twelve (12) months.

12.4 During the Administrative Leave, the President will receive the annual base salary in effect at the expiry of the Term or earlier termination of the Term, if applicable.

12.5 As a condition of the Administrative Leave, the President will submit to the Board Chair for approval, six (6) months prior to the commencement of leave, a plan outlining the objectives to be achieved during the Administrative Leave related to the purpose set out in Article 12.1 and to provide transition support to the new president, if that is a requirement. The plan will include the requirement for the President to be available on a reasonable basis (to a maximum of 2 days per month) to advise the Board of Governors on matters relating to collective bargaining, government relations, advancement, and such other matters as may be mutually agreed.

12.6 The President shall be entitled to all benefits under this Agreement during any Administrative Leave.

12.7 The President forfeits any and all Administrative Leave earned under this Agreement, and no compensation in lieu of Administrative Leave will be paid, upon occurrence of any of the following events:

- (a) The President's appointment as President and Vice-Chancellor is terminated during the Term or during a renewal term for cause in accordance with Article 11.2, ;
- (b) The President resigns from their appointment as President and Vice-Chancellor or experiences a total disability as referred to in Article 11.9 prior to the end of the Term; or
- (d) The President accepts an offer of employment elsewhere during the Term or during the Administrative Leave.

12.8 If the President commences Administrative Leave and then takes up his faculty appointment prior to the end of the Administrative Leave, the amount paid to the President for the remaining period of the Administrative Leave shall be equivalent to the value of the compensation to be paid for the

remaining period of Administrative leave minus the professorial salary to be earned by the President for that period. For greater certainty, the parties agree that the maximum amount to be earned by the President for the period in which the Administrative Leave could have been taken will not be greater than the amount specified in Article 12.4.

13. TECHNOLOGY

13.1 The University shall provide to the President a smart phone and laptop computer with associated service and data charges to be paid by the University, together with other technology-assisted devices or equipment as approved by the Board Chair, for the purposes of fulfilling the responsibilities of President and Vice-Chancellor.

14. CONFIDENTIALITY

14.1 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.

14.2 The restrictions in Section 14.1 do not apply to any confidential information which:

(a) is or becomes generally available to and known by the public, other than as a result of the President's unauthorized disclosure or material breach of this Agreement; or

(b) is otherwise required to be disclosed by law or court order.

15. CONFLICT OF INTEREST

15.1 For the purposes of identifying and avoiding actual and potential conflicts of interest, the President has a continuing obligation to disclose to the Board of Governors any personal assets, investments, and commercial involvements, not for profit and political activity, and those of his spouse, if known, that may raise concerns about actual and potential conflicts of interest and shall, at least annually, provide a formal report to the Board of Governors.

16. DISPUTE RESOLUTION

16.1 Any dispute, difference or question arising between the parties concerning the construction, meaning or effect of this Agreement, or any part hereof, 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, either 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.

16.2 Any arbitration hereunder shall be conducted in accordance with the procedures mandated by the arbitrator, and the cost of such arbitration (excluding the President's legal fees) shall be paid as to seventy-five percent (75%) by the University and as to twenty-five percent (25%) by the President.

16.3 The parties agree that there shall be no appeal of the award of an arbitrator except upon a question of law.

17. HEADINGS

17.1 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.

18. NOTICES

18.1 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.

19. ENTIRE AGREEMENT

19.1 This Agreement constitutes the entire understanding 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.

20. APPLICABLE LAW

20.1 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.

21. SEVERABILITY

21.1 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.

22. INDEMNIFICATION

22.1 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.

23. SUCCESSORS AND ASSIGNS

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

23.2 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.

23.3 The President agrees that he has read and carefully considered the terms of this Agreement, has had the opportunity to ask questions of the University regarding this Agreement, and has had ample opportunity to consult with competent legal counsel regarding its terms before signing.

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.

SAINT MARY'S UNIVERSITY
923 Robie Street, MM026
Halifax, Nova Scotia B3H 3C3



By: _____
Alan R. Abraham, Chair, Board of Governors



Witness



Witness



Dr. Michael A. Khan
26 Maple Crescent
Peterborough, ON K9J 6V5

APPENDIX A

EXTRACT FROM UNIVERSITY BY-LAWS

SECTION 4 OFFICERS OF THE UNIVERSITY

Article 1. Appointments

The Board shall appoint the President, and may, upon recommendation of the President, appoint Vice Presidents and the Academic Deans and may, upon recommendation of the President, appoint any other academic or administrative officers or employees of the University.

Article 2. President

(1) General Powers

The President shall have general supervision of, and direction over, the academic and administrative work of the University and its faculty, officers, and employees, and shall have such other powers as from time to time conferred upon the President by the Board.

(2) Specific Powers

(a) Subject to the resolutions and directions of the Board, the President shall:

(i) Make all appointments, promotions, suspensions, dismissals, terminations of contract, and awards tenure, of academic staff;

(ii) Exercise general supervision over the students of the University;

(iii) Appoint, promote, suspend, dismiss and terminate the appointment of members of the administrative and operational staff of the University and enter into collective bargaining agreements with them on behalf of the University.

(3) Term

Unless the Board establishes a shorter term at the time of appointment, the President shall hold office for a period of six years or until a successor has been appointed.

(4) Re-appointment of President

(a) An incumbent President is eligible for reappointment for an additional term or terms.

(b) If an incumbent President wishes to serve an additional term, the President shall advise the Chair of the Board of that wish not earlier than twenty-four months or later than twenty-two months prior to the expiry date of the President's current term.

(c) Upon receipt of a request for reappointment from the President, the Board shall within one month of the date the request is received by the Chair establish a Presidential Review Committee to carry out a review of the

President's performance and make a recommendation to the Board concerning reappointment of the President.

(5) Composition of Presidential Review Committee

The Presidential Review Committee shall consist of the persons required to be appointed to a Presidential Search Committee as specified in sub-section 8(b) of this Article 2. The provisions of Article 2(8) shall apply to the Presidential Review Committee and its deliberations with the necessary changes being made.

(6) Report and Recommendation

The Presidential Review Committee shall complete its review and make a recommendation to the Board on the President's request for re-appointment within three months of its appointment. Forthwith upon receipt of the recommendation a special Board meeting shall be convened, and the recommendation of the Presidential Review Committee shall be accepted or rejected.

(7) Conversion to Presidential Search Committee

If the Board does not reappoint the incumbent President for a further term, the Presidential Review Committee shall be automatically constituted as a Presidential Search Committee.

(8) Presidential Search Committee

(a) Appointment of Committee

The Board may establish a Presidential Search Committee at any time, and shall do so when:

- (i) the position of President is vacant; or
- (ii) if an incumbent President has not been renewed and no less than 18 months remain in the current term of the President.

(b) Members of the Presidential Search Committee

The Presidential Search Committee shall consist of the following persons:

- (i) The Chair of the Board
- (ii) The Vice-Chair of the Board
- (iii) Three additional external governors (three governors who are either from the eight governors elected by the Board or appointed by Order in Council, or appointed by the Archdiocese of Halifax-Yarmouth)
- (iv) One Vice-President, chosen by the Executive Management Group
- (v) One governor who is a member of faculty
- (vi) One governor who is a student
- (vii) One governor who is a governor appointed by the Alumni Council
- (viii) One Dean or the University Librarian, chosen by the Vice President Academic and Research
- (ix) Two faculty members of the Senate, chosen by the Senate

If any member of the Presidential Search Committee, other than an ex officio member, is unable or unwilling to continue to act as a member of the Presidential Search Committee, the body appointing such member may, in a timely fashion, appoint a new member to the Presidential Search Committee to replace that member. The Presidential Search Committee shall continue with its deliberations pending appointment of any such replacement member.

- (c) **Chair and Vice-Chair**
The Board Chair and Vice-Chair shall be the Chair and Vice-Chair respectively of the Presidential Search Committee. The Chair shall have a vote on all matters coming before the Presidential Search Committee.
 - (d) **Disqualification**
No person may be or continue to be a member of the Committee if that person is or becomes an applicant for the position.
 - (e) **Committee Process**
The Chair of the Presidential Search Committee shall convene the Committee as soon as possible after all members have been appointed. The Committee's first order of business shall be to determine the process to be followed in searching for a new President.
 - (f) **Procedures at meetings**
Except as otherwise established by the Board, all meetings of the Committee shall be conducted in accordance with the usual rules of parliamentary procedure as set out in the current edition of Roberts Rules of Order.
 - (g) **Reporting**
The Committee shall present a written report to the Board which shall be delivered to the Chair. The report shall recommend one of the applicants for appointment as President or shall state that no qualified candidate was identified by the Committee.
This report shall be delivered in sufficient time to permit the University to conduct negotiations with the successful candidate and for the candidate to give notice to their current employer with a view of having the new President on campus as soon as practical following termination of the current President's term.
 - (h) **Decision**
The Board will consider the report of the Presidential Search Committee within one month of its being delivered to the Chair and following such further process, including interview of the candidate, as it deems appropriate, may appoint the recommended applicant as President.
- (9) **Acting-President**
When the office of President is vacant, the Board shall appoint an Acting President.