

## CONTRACT OF EMPLOYMENT

BETWEEN:

THE UNIVERSITY OF SASKATCHEWAN, a body corporate incorporated pursuant to *The University of Saskatchewan Act, 1995*

(hereinafter the "University")

-and-

DR. PETER STOICHEFF

(hereinafter the "President" or "Dr. Stoicheff")

**WHEREAS** the Board of Governors (hereinafter the "Board") of the University, in accordance with the authority vested in it by *The University of Saskatchewan Act, 1995* (hereinafter the "Act"), wishes to employ Dr. Stoicheff and reappoint him as president and vice-chancellor of the University, and Dr. Stoicheff wishes to accept such employment, on the terms and conditions set out in this agreement (hereinafter "this Agreement").

**NOW THEREFORE** this Agreement witnesses, that in consideration of the mutual agreements and covenants set out herein, the parties hereto agree as follows:

### **1. POSITION**

Dr. Stoicheff is appointed as President and Vice-Chancellor of the University of Saskatchewan.

### **2. TERM**

Dr. Stoicheff's employment as President shall commence on the 1st day of July, 2020, and end on the 30<sup>th</sup> day of June, 2025 (hereinafter the "Term") unless the Term is extended in accordance with Article 13 or terminated in accordance with Article 14 or 15.

### **3. SALARY**

- 3.1 The President shall receive a base salary of \$410,000.00 per annum. Each year, the President's base salary shall be reviewed by the Board against relevant market data, and adjustments to the President's salary may result from such annual review. The President's salary shall be payable in accordance with the University's customary payroll practices.
- 3.2 A performance review of the President will be conducted annually by the Board in accordance with the process approved by the Board. As an outcome of this review, and at the Board's discretion, the President may be eligible for a performance merit

incentive of not more than 10% of the President's base salary to be paid as a one-time bonus payment for superior performance recognized by the Board.

#### **4. APPOINTMENT AS A PROFESSOR**

Subject to the terms and conditions hereof, and the University's normal process for the granting of academic rank and tenure, the President will also hold an appointment as a professor of the University, with tenure in the Department of English, College of Arts and Science (hereinafter the "Tenure Appointment"), provided, however, that during the Term of this Agreement, the President will not receive any compensation, nor be expected to perform any corresponding duties, with respect to the Tenure Appointment.

#### **5. DUTIES AND RESPONSIBILITIES**

- 5.1 The President shall faithfully exercise the powers and perform the duties conferred on the President by the Act and shall exercise any other powers and perform any other duties that are conferred on or assigned to the President by the Board. The discretionary authority of the Board to confer or assign duties to the President, or to withdraw such duties, is hereby acknowledged by the President.
- 5.2 At all times during the performance of the President's duties, the President shall have regard to the Act and the principles of academic freedom and adhere to, and use all reasonable efforts to ensure University personnel adhere to, all rules, regulations and policies that are now or may hereafter be established by the University.
- 5.3 All information received by the President during the Term relating to the personal, financial or other affairs of the University, or any employees or agents thereof, or received in the course of providing services pursuant to this Agreement, shall be kept confidential both during and after the Term of this Agreement.
- 5.4 Subject only to Article 5.6, the President's full time, attention and ability shall be devoted to the business and affairs of the University and, in addition, the President shall well and faithfully serve the University during the Term and shall use the President's best efforts to promote the interests of the University.
- 5.5 The President agrees that he shall not be, and shall take all reasonable efforts to avoid the appearance of being, in a conflict of interest of any nature or kind with the University.
- 5.6 The President will seek and obtain approval of the Chair of the Board before accepting appointment as a director or trustee on a community, corporate or other board or commission. During the Term of this Agreement, any compensation paid to the President for any such work shall be paid to or held in trust for the University.

#### **6. EXPENSES**

- 6.1 An annual accountable expense account of \$25,000.00 will be provided. This will be reviewed on the 1<sup>st</sup> of July of each year. The purpose of this account is to provide for expenses that arise out of the performance of some of the President's duties and responsibilities that are in common with the Board's approved policy on *Accountable Professional Expense Fund* in effect from time to time. Other expenses that relate to departmental responsibilities will be covered through departmental allocation. University policy applies with respect to claims against these accounts.
- 6.2 In consideration of the nature of the President's duties and responsibilities, specific exemptions from University policy may be granted to President, regardless of whether the expense is covered by the *Accountable Professional Expense Fund* or from the departmental accounts. The President shall seek and obtain written approval from the Chair of the Board in advance for any such exemptions.

## **7. TRAVEL AND SUBSISTENCE EXPENSES:**

- 7.1 When travelling on University business, and acknowledging that the President may be required to perform University business and duties immediately after travelling, the President is permitted to travel Business Class on flights destined to or originating from locations not in the continent of North America. The President shall be entitled to reimbursement for travel, subsistence and other expenses incurred in the performance of his duties pursuant to this Agreement as authorized by the Board. The amount of reimbursement shall be prescribed in the policies applicable to employees of the University.
- 7.2 When travelling on University business, and with Board prior approval, the University shall pay the normal and reasonably incurred costs of any travel by the President's spouse when his spouse accompanies him to a function in which he is engaged in official University business and where it is a benefit to the University that the President's spouse accompanies him. Specifically, the President's spouse is approved to travel to Universities Canada and U15 meetings, and up to two select out-of-town alumni events annually. Additional out-of-town alumni events can be approved, as well as any celebratory events where the University is represented.

## **8. HOUSING**

- 8.1 It is acknowledged that the President will not reside at the President's Residence but the President's Residence will be used to host University functions under the authority of the President and in consideration of the fact, the University will provide, at no cost to the President, normal maintenance and utilities for the President's Residence, including the following:
- 8.1.1 Housecleaning service;
  - 8.1.2 Telephone – for business use;
  - 8.1.3 Home maintenance;
  - 8.1.4 Utilities, including electricity, water, gas and/or heat, cable and internet;

- 8.1.5 Staff and supply costs to ensure the building and grounds are properly maintained;
- 8.1.6 Maintenance of a security system;
- 8.1.7 Any renovations and improvements that are appropriate pursuant to the master plan.

The President's Residence is listed on the University's heritage registry and is subject to a master plan governing long-term maintenance, repairs and adaptations. For this reason, any changes undertaken by the President are limited to cosmetic rather than material or structural changes and enhancements must be undertaken in the context of the said master plan.

- 8.2 As the primary purpose of the President's Residence is to provide a facility and atmosphere for receptions with staff, friends and visitors of the University, expenses relating to such functions, and similar ones outside of the Residence, will be reimbursed. A separate account will be provided for this purpose of an amount to be determined within the University's budget practices.
- 8.3 The University, in accordance with its usual practices, insures the President's Residence and the property of the University therein. The President shall insure against any loss or damage, to the full value thereof, to all personal property of the President or of others situate in the President's Residence and all such insurance shall contain a waiver of subrogation in favour of the University.
- 8.4 As the President will not be residing in the President's Residence and will not be receiving or enjoying personal use of the President's Residence or a housing allowance, he will not be assessed a taxable benefit.

## **9. PENSION**

- 9.1 The President shall become a member of the Academic Money Purchase Plan, which is a defined contribution plan. The President and the University will each contribute 8.5% of the President's annual salary to the plan for a total of 17% of base salary. All contributions are subject to immediate vesting. The contributions to the plan will be reviewed by the Board as part of the annual salary review process. The contributions to this plan are currently capped at a salary of \$163,706.00 in accordance with CRA regulations.
- 9.2 The President shall also become a member of the University's Senior Executive Retirement Plan (SERP). This is also a defined contribution plan. The University will contribute 17% (of the salary amount in excess of the CRA limit of base salary) to the plan. This benefit will not be taxed until retirement when the pension is paid. The contributions to the plan will be reviewed by the Board as part of the annual salary review process.
- 9.3 The President's participation in the Academic Money Purchase Plan and the Senior Executive Retirement Plan will be in accordance with the terms of those Plans.

## **10. BENEFITS**

The President is eligible for participation in the University's Senior Administration benefits plans during the Term, including any time spent on administrative leave. The President shall also be eligible for the following:

- (a) Core University of Saskatchewan Administrative benefits plan in accordance with Schedule "A" of this Agreement;
- (b) Flexible Spending Program for health, wellness and tuition of \$2,500.00 per annum;
- (c) Financial and tax planning allowance of \$2,500.00 per annum; and
- (d) Any other benefits that may be available to senior administrative staff from time to time;
- (e) reimbursement for professional fees for financial, tax or legal advice incurred prior to the execution of this contract, in the maximum amount of \$7,500.00.

The President's participation in those benefits plans will be in accordance with the terms of those plans. At the end of the Term, should the President retire, then the normal retirement benefits for senior administrators shall apply. If the President reverts to a tenured position as a faculty member, then the benefit provisions of the applicable collective agreement shall apply.

## **11. VACATION**

The President is entitled to 30 working days of paid vacation per year. In accordance with the University's policy, entitlement to annual vacation may not be carried over from year to year.

## **12. VEHICLE ALLOWANCE**

As the President will be required to frequently travel in and around Saskatoon, up to \$1,000.00 per month is approved for the capital cost of an automobile. In addition, a reasonable allowance will be provided to reimburse operating costs associated with business usage of that vehicle. The allowance shall be based on the University's then current reimbursement policy. Specific details of the capital and operating costs to be paid or reimbursed herein shall be determined by consultation between the President and Vice President, Finance and Resources. This allowance shall be reviewed on an annual basis in accordance with Board policy and practice. To the extent applicable, the President will be assessed a taxable benefit as appropriate under the *Income Tax Act*.

## **13. ADMINISTRATIVE LEAVE**

If the President decides to take up the Tenured Appointment, he is eligible to apply to the Board for an administrative leave of up to 12 months to be taken after his Term expires. The President's application for Administrative Leave shall be processed in accordance with any administrative leave guidelines or policy in place at the time the application is made. Administrative Leave is generally granted to provide a reasonable period of time for the President to focus on his scholarly

and professional activities and to re-integrate with his discipline before resuming his regular duties as a faculty member. The Board, however, in its discretion, may authorize the President to pursue other projects beneficial to the University during the Administrative Leave. The President shall submit a plan of activities together with his application for Administrative Leave no later than 2 months before the end of his Term. If President's Term is extended, he will not be eligible to apply for Administrative Leave until the end of his extended Term, and there will be no carryover of Administrative Leave time from the previous Term. The President's salary during Administrative Leave will be 100% of the base salary that the President was receiving prior to completion of the Term.

#### **14. EXTENSION AND END OF TERM**

- 14.1 Any extension of the Term shall not occur except in compliance with the established Board procedures for renewal.
- 14.2 At the end of the Term, the President shall have the option to take up the Tenure Appointment referred to in Article 4 (subject to the normal University processes concerning academic rank and tenure), at a professional salary to be negotiated taking into consideration the average of salaries of top performing faculty in the Department of English, College of Arts and Science.
- 14.3 All materials and information acquired or produced by the President in connection with the performance of the President's duties are the sole property of the University without further compensation or payment to the President, and the President shall, within 30 days, transmit any such information and materials not in the possession of the University to the University. The President shall not retain copies of the materials to be delivered to the University pursuant to this paragraph.

#### **15. TERMINATION**

- 15.1 The President may at any time, at the President's discretion and without providing any reasons for doing so, terminate this Agreement by giving the Board at least twelve (12) months' written notice of the President's intention to do so, and the President's intentions as to the Tenure Appointment. The University may, at its sole discretion, allow the President to remain in office during the applicable notice period, or, the University may, at its sole discretion and at any time during such notice period, accept the President's resignation on an immediate basis by paying a lump sum payment to the President, less amounts required to be withheld by law, equal to the lesser of either:
  - (a) the President's base salary for a twelve month notice period less an amount equivalent to the salary anticipated to be earned by the President in the Tenure Appointment during such period; or
  - (b) the balance of the base salary remaining to be paid for that portion of the Term still outstanding less an amount equivalent to the salary anticipated to be earned by the President in the Tenure Appointment during such period.

The amount in (a) shall be further prorated based upon a twelve (12) month period of notice in the event that, with the concurrence of the University, the President remains in office for a portion of such notice period.

In the event that the President decides to leave the University and not take up the tenure appointment, the academic rank salary shall not be deducted from the payment referred to in this Article 15.1.

15.2 The Board may, at any time during the Term, in its sole discretion, and without providing any advance notice or reasons for doing so, terminate Dr. Stoicheff's employment as President without cause by written notification. In the event this Agreement is terminated as set out in this 15.2, the President shall be entitled to the following:

15.2.1 to take up the Tenure Appointment; and

15.2.2. to a payment, less amounts required to be withheld by law, equal to the lesser of either:

- (a) 18 months' base salary less an amount equivalent to 18 months' salary anticipated to be earned by the President in the Tenure Appointment; or
- (b) the balance of the base salary remaining to be paid for that portion of the Term still outstanding less an amount equivalent to the salary anticipated to be earned by the President in the Tenure Appointment during such period;

Upon receipt of written notification of termination, the President shall forthwith advise the University of his intentions regarding the Tenure Appointment. In the event that the President decides to leave the University and not take up the Tenure Appointment, the Tenure Appointment salary shall not be deducted from the payment referred to in this Article 15.2.

15.3 The University may terminate the President's employment at any time for cause, which includes, without limitation, circumstances where the conduct of the President, either prior to or during the Term, brings the University into disrepute, and in such event, no further salary or benefits shall be payable to the President, and no notice or pay in lieu thereof will be due to the President.

## **16. ILLNESS, DISABILITY OR DEATH**

16.1 If the President becomes unable to exercise the President's powers and perform the President's duties by reason of prolonged illness or disability, then an acting president shall assume the powers and discharge the duties of the president and vice-chancellor of the University in accordance with Section 74 of the Act.

- 16.2 If such illness or disability is of indefinite duration and an objective medical prognosis indicates that the President will not likely return to full-time duties within one year of the commencement of the President's absence by reason of such illness or disability, subject to the provisions of Article 16.3 the University may terminate this Agreement, without any notice period or pay in lieu thereof, subject to any unpaid entitlements that accrued to the President pursuant hereto prior to when this Agreement was terminated.
- 16.3 The termination of this Agreement pursuant to Article 16.2 does not affect the Tenure Appointment pursuant to Article 4.
- 16.4 In the event of the President's death, this Agreement and the President's employment shall terminate on that day.

## **17. GENERAL**

- 17.1 This Agreement may be amended by mutual, written agreement between the parties. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both parties.
- 17.2 Taxes or other amounts required by law to be deducted from any amount paid pursuant to this Agreement shall be withheld by the University and remitted on behalf of the President to Canada Revenue Agency or the appropriate government entity.
- 17.3 No waiver of any breach of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the waiver, and unless otherwise provided in the said written waiver, shall be limited to the specific breach waived.
- 17.4 Neither this Agreement, nor the rights or obligations hereunder may be assigned by either party.
- 17.5 This Agreement is the entire agreement between the parties and supersedes and cancels any prior understandings and agreement. There are no representations, warranties, conditions, undertaking or covenants express or implied between the parties that are not expressly set out herein.
- 17.6 Each provision of this Agreement is intended to be severable and if any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, that term or provision will be severed from this Agreement and will not affect the legality, validity or enforceability of the remainder of this Agreement.
- 17.7 The President acknowledges that the provisions of Article 15 constitute full and final satisfaction of any obligations and monies owing to the President in relation to the termination of his employment as President and any claims or liabilities

against the University related to his employment as President, and the President hereby agrees to discharge the University from all claims, demands, liabilities, or obligations subject only to the obligation of the University to make the payments contemplated by Article 15, and the President shall sign and deliver a release in a form satisfactory to the University to such effect.

- 17.8 Any notice to be given under this Agreement will be deemed to be given when in writing and delivered to the address for notice of the recipient. Delivery may be made in person, by courier or by facsimile, and delivery will occur only upon actual receipt by the recipient or when delivered to the recipient's address or sent to the recipient's facsimile number. The addresses for notice of the parties is as follows:

**To the University:**

Chair, Board of Governors  
212 College Drive  
107 Administration Place  
Saskatoon, SK S7N 5A2  
Facsimile: 306-966-4530

**To the President:**

Dr. Peter Stoicheff  
920 University Drive  
Saskatoon, SK S7N 0K1

- 17.9 The President acknowledges that he has been advised to obtain independent legal advice prior to execution of this Agreement and acknowledges and agrees that he has obtained such advice or determined that he did not wish to do so having been provided the opportunity to do so. The President further acknowledges and agrees that he has been provided all reasonable opportunity to review this Agreement and that he understands the terms thereof and that the same has been executed freely, voluntarily and without duress.
- 17.10 Any issues arising out of the application, interpretation, administration, breach, non-performance, or otherwise, of this Agreement if not resolved by agreement between the parties shall be determined by final and binding arbitration held in Saskatoon pursuant to *The Arbitration Act, 1992*, S.S. 1992, c A-24.1 (the "Arbitration Act"), as amended from time to time. If the parties cannot agree on an appropriate arbitrator, either party with not less than one week's notice to the other may make application to the Court of Queen's Bench for the appointment of an arbitrator. The arbitrator appointed pursuant to the Arbitration Act shall have the power to award compensational damages in case of breach of the terms of this Agreement, provided, however, that the arbitrator shall not have the power to order reinstatement of the President, nor shall the arbitrator have the power to amend or alter, in any way, the terms of this Agreement. The parties agree that the determination of the arbitrator is final, binding and, to the maximum permitted by

the Arbitration Act, is not appealable to any court. In particular, the parties agree that no proceedings may be commenced except as provided herein and the provisions of Section 8(2) of the Arbitration Act which permit a court to refuse a stay of such proceedings are hereby excluded.

- 17.11 This Agreement may be executed in counterparts and such counterparts, taken together, shall constitute a single instrument. Delivery of a counterpart by electronic means shall constitute and be as effective as if originally signed.

{execution page to follow}

**EXECUTED** by **THE UNIVERSITY OF SASKATCHEWAN** this 26th day of June 2020, by the hands of its duly authorized signing officers.

**THE UNIVERSITY OF SASKATCHEWAN**

Per:  \_\_\_\_\_

Chair, Board of Governors

Per:  \_\_\_\_\_

Secretary, Board of Governors

**EXECUTED** by **Dr. Peter Stoicheff** this 26th day of June, 2020.



Dr. Peter Stoicheff

Witness