



THIS AGREEMENT made the 25 day of February 2021.

BETWEEN:

THE UNIVERSITY OF REGINA, a body corporate incorporated pursuant to *The University of Regina Act*

(the “**University**”)

- and -

Dr. Jeff Keshen

(“**Dr. Keshen**”)

WHEREAS the University, in accordance with the authority vested under *The University of Regina Act*, (the “**Act**”), wishes to appoint Dr. Keshen as President and Vice-Chancellor of the University, and Dr. Keshen wishes to accept such employment, on the terms and conditions set out in this agreement (“**this Agreement**”).

NOW THEREFORE this Agreement witnesses that, in consideration of the covenants and agreements herein contained, the Parties agree as follows:

APPOINTMENT

- 1.1 Subject to section 1.2, effective July 1, 2021 (the “**Effective Date**”) the University shall employ Dr. Keshen in the position of President and Vice-Chancellor. Dr. Keshen shall be responsible for the academic and business affairs of the University, as set out in Section 79 of the Act. Dr. Keshen shall perform the duties as may from time to time be prescribed by the Board of Governors of the University (the “**University Board**”) or its duly authorized designate.
- 1.2 Subject to the terms and conditions of this Agreement, Dr. Keshen will also hold an academic appointment as Professor, with tenure, in the Faculty of Arts, provided that so long as Dr. Keshen holds the position of President and Vice-Chancellor, he shall not be entitled to receive any compensation, nor be expected to perform any duties, with respect to such academic appointment.
- 1.3 Dr. Keshen shall adhere to all rules and regulations respecting conduct which now are or may hereafter be established by the University Board. Breach of this section 1.3 shall constitute just cause for dismissal pursuant to section 10.2 of this Agreement.

TERM

- 2.1 Dr. Keshen's appointment as President and Vice-Chancellor shall commence on 1st day of July, 2021, and end on 30th day of June, 2026 (the "**Term**") unless the Term is extended in accordance with section 2.2, or this Agreement is terminated in accordance with section 10.
- 2.2 At the University's discretion, the Term may be extended for a second five (5) year term (the "**Renewal Term**"). Any extension shall occur in compliance with the established University Board procedures for renewal.

REMUNERATION

- 3.1 The University shall pay Dr. Keshen an annual base salary of \$340,000., to be paid in equal bi-weekly installments.
- 3.2 Dr. Keshen's salary shall be reviewed by the first day of July in each year of the Term or the Renewal Term (as the case may be) (with the first review to be prior to July 1, 2022) as part of an annual performance review. Dr. Keshen may be eligible for an annual economic adjustment to his base salary.
- 3.3 In addition to his base salary Dr. Keshen is eligible to earn an annual bonus for his performance of up to 8% of the annual base salary, as a lump-sum payment (the "**Performance Incentive**"). The quantum of the Performance Incentive shall be determined annually by the University Board, on the recommendation of the Governance and Nominations Committee of the University Board, and shall be based on the achievement of identified goals and measurable objectives as mutually agreed upon between the University Board and Dr. Keshen. The goals and measurable objectives will be determined within a reasonable period of time after the start of each fiscal year and will be aligned with the strategic direction of the University. Dr. Keshen acknowledges and agrees that the award and determination of the amount of any such Performance Incentive is solely at the discretion of the University Board and that unless and until any annual Performance Incentive is determined and paid, Dr. Keshen has no entitlement to any Performance Incentive.

NO RIGHTS OR BENEFITS

- 4.1 Other than as provided for in this Agreement, Dr. Keshen shall not be entitled to any of the rights or benefits afforded to employees of the University. For further certainty, notwithstanding Dr. Keshen's academic appointment, the Parties affirm that Dr. Keshen is an out-of-scope employee, and as such, the terms and conditions of the collective agreement made between the University and the University of Regina Faculty Association do not apply to Dr. Keshen's employment as President and Vice-Chancellor.

PENSION PLAN AND BENEFITS

- 5.1 Dr. Keshen shall participate in the University of Regina Academic & Administrative Pension Plan and in the University of Regina Supplementary Executive Retirement Plan.
- 5.2 Dr. Keshen shall be eligible for the following benefit plans (and equivalent employer/employee cost sharing arrangements):
 - (a) Paid vacation of 30 working days per annum to be adjusted as provided by University policy and to be taken at times approved by the Chair of the University Board or his/her designate. If this Agreement is terminated without cause, actual vacation entitlement

shall be calculated on a pro-rated basis. All vacation will be considered to have been used each year unless a carry-over has been approved by the Chair of the University Board.

- (b) Paid holidays normally granted to employees of the University.
- (c) Participation in the University of Regina Group Life Insurance Plan.
- (d) Participation in the University of Regina Short Term Disability Plan.
- (e) Participation in the University of Regina Salary Continuance Plan.
- (f) Participation in the University of Regina Dental Plan.
- (g) Participation in the University of Regina Extended Health and Out of Country Travel Plan.
- (h) A \$2,500 annual flexible spending benefit. The flexible spending benefit is made up of two accounts to which Dr. Keshen can allocate funds on an annual basis:
 - A *health spending account* (the “**HSA**”) which provides reimbursement for qualifying health and dental expenses for Dr. Keshen and his eligible dependents. Benefits paid from the HSA are non-taxable. The HSA may be used to cover private medical assessments.
 - A *personal spending account* (the “**PSA**”) which provides reimbursement for eligible expenses that promote wellness through physical fitness. Dependents are not eligible for the PSA. Benefits paid from the PSA are considered taxable income.
- (i) An annual Research Stipend/Account to support research-related expenses in the amount of \$15,000 in accordance with the policy approved by the University Board. Any increase in the amount of the annual Research Stipend/Account for years subsequent to the first year of the Term will be negotiated between Dr. Keshen and the University Board. The Research Stipend/Account will be used to advance Dr. Keshen’s academic or scholarly research, education and training. The Research Stipend/Account may not be paid out in cash in lieu. Similarly, should Dr. Keshen no longer be employed by the University, the Research Stipend/Account will be cancelled net of any outstanding accumulated expenses, effective the date of termination of his employment.
- (j) An annual Professional Expense Account in the amount of \$15,000 in accordance with the policy approved by the University Board.
- (k) Reimbursement for the cost of an annual comprehensive health and fitness assessment at the University’s Centre for Health, Wellness and Performance.

5.3 The University agrees to provide Dr. Keshen with an annual amount to a maximum of \$2,500 to cover costs of receiving personal financial advice. Payments will be reimbursed as a taxable benefit.

ADMINISTRATIVE LEAVE

- 6.1 Notwithstanding anything else in this Agreement, provided Dr. Keshen's employment has not been terminated prior to the end of the Term, or the Renewal Term (as the case may be), Dr. Keshen will have earned and be entitled to an administrative leave of 12 months (the “**Earned Administrative Leave**”).
- 6.2 If Dr. Keshen is offered a Renewal Term, he will not earn additional administrative leave. The Earned Administrative Leave may only be taken at the conclusion of the Term (or the Renewal Term (as the case may be)).
- 6.3 The Earned Administrative Leave entitlement is comprised of the annual base salary, pension accruals, and benefits under the University benefit plans that are generally available to all

employees, in each case in the amount in effect as at the date immediately prior to the commencement of the Earned Administrative Leave. The Earned Administrative Leave entitlement shall not include the benefits set out in section 5.2 (i) or (j).

- 6.4 Dr. Keshen will be required to submit to the Chair of the Governance and Nominations Committee of the University Board:
- (a) Prior to commencing the Earned Administrative Leave, a plan for his Earned Administrative Leave (for the Chair's review and approval); and
 - (b) During the Earned Administrative Leave reports on activities engaged in during such leave.
- 6.5 If at the conclusion of the Term (or the Renewal Term (as the case may be)) Dr. Keshen does not intend to take the Earned Administrative Leave and thereafter return to his tenured position in the Faculty of Arts, but instead is leaving the University or retiring, Dr. Keshen shall forfeit his entitlement to the Earned Administrative Leave and shall not be entitled to any payment in lieu of the Earned Administrative Leave.
- 6.6 The Earned Administrative Leave entitlement shall immediately cease in the event of Dr. Keshen's death during the Earned Administrative Leave, and the University shall have no further liability to his estate.

HOUSING

- 7.1 The University does not own a Residence for the President and Vice-Chancellor. It is acknowledged that the President and Vice-Chancellor may host University functions in his private residence and the expenses relating to such functions will be paid by the University. A separate account will be provided for this purpose of an amount to be determined within the University's budget practices.

VEHICLE ALLOWANCE

- 8.1 As the President and Vice-Chancellor, Dr. Keshen will be required to frequently travel in and around Regina and throughout Saskatchewan. The University agrees to provide Dr. Keshen with an annual taxable car allowance of \$12,000 for the capital cost of a vehicle, to be paid in equal bi-weekly instalments.

TRAVEL AND SUBSISTENCE EXPENSES

- 9.1 Dr. Keshen 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 University Board. The amount of reimbursement shall be as prescribed in the policies applicable to employees of the University. When travelling on University business, Dr. Keshen is entitled to travel Business Class on long haul flights outside of North America.
- 9.2 Dr. Keshen shall be entitled to 24-hour travel accident insurance in accordance with University policy, including a death benefit of \$250,000.
- 9.3 The University shall pay the normal and reasonable incurred costs of any travel by Dr. Keshen's partner when his partner accompanies him to a function in which he is engaged in official University business and where it is reasonable that his partner accompanies him. Specifically, Dr. Keshen's partner is approved to attend the bi-annual Universities Canada meetings and up to

two select out-of-town alumni events, as well as any additional out-of-town alumni events or other events as approved by the Chair of the University Board from time to time.

TERMINATION

- 10.1 Unless terminated earlier in accordance with this Article 10, this Agreement, and Dr. Keshen's employment with the University, will terminate on the the last day of the 12 month Earned Administrative Leave period.
- 10.2 The University may terminate the appointment and this Agreement for just cause at any time, without notice, notwithstanding the provisions of this Agreement. For further certainty, termination of this Agreement for just cause shall include termination of Dr. Keshen's tenured appointment in the Faculty of Arts. Where the University terminates this Agreement for just cause, the University is not obligated to make any severance or payment in lieu of notice resulting from the termination (in respect either of the position as President and Vice-Chancellor or as a tenured faculty member).
- 10.3 This Agreement shall terminate forthwith upon the death of Dr. Keshen or if by reason of illness or injury Dr. Keshen is incapable of carrying out his duties under this Agreement. For the purposes of this provision, Dr. Keshen will be deemed to have become incapable of performing his duties under this Agreement if he is incapable of so doing for (a) a continuous period of six months and remains so incapable at the end of such six month period, or (b) periods amounting in the aggregate to six months within any one period of 365 days and remains so incapable at the end of such aggregate period of six months.
- 10.4 Notwithstanding sections 10.2 and 10.3, the University may, at any time, without providing any advance notice or reason for doing so, terminate Dr. Keshen's appointment as President and Vice-Chancellor without cause by written notification. In the event of such termination without cause, Dr. Keshen shall be entitled to elect one of the following options:

10.4.1 Option A:

In the event that Dr. Keshen wishes to remain at the University, he may continue in his tenured academic appointment as a Professor in the Faculty of Arts and will receive:

- (a) a pro-rated administrative leave; and
- (b) a severance payment equivalent to the **lesser** of:
 - (i) 12 months of the President and Vice-Chancellor's annual base salary, less 12 months' academic rank salary for the position that he returns to in the Faculty of Arts; or
 - (ii) the balance of the President and Vice-Chancellor's annual base salary remaining to be paid for that portion of the Term of this Agreement still outstanding at the date of termination, less the academic rank salary for the position that he returns to in the Faculty of Arts for that portion of the Term of this Agreement still outstanding.

For the purposes of (a), the length of the administrative leave will be determined as follows:

- If the termination of the appointment as President and Vice-Chancellor occurs during the first year of the Term, the administrative leave will be for a period of 6 months;

- If the termination of the appointment as President and Vice-Chancellor occurs during the second year of the Term, the administrative leave will be 6 months;
- If the termination of the appointment as President and Vice-Chancellor occurs during the third year of the Term, the administrative leave will be 7.5 months;
- If the termination of the appointment as President and Vice-Chancellor occurs during the fourth year of the Term, the administrative leave will be 10 months;
- If the termination of the appointment as President and Vice-Chancellor occurs during the fifth year of the Term, the administrative leave will be 12 months.

OR

10.4.2 Option B:

In the event that Dr. Keshen chooses to leave the University and not continue in his tenured academic appointment as a Professor in the Faculty of Arts he will receive:

- (a) A pro-rated amount (the **“Leave Payout”**) calculated based on the value of the Earned Administrative Leave entitlement as at the date of the termination of his appointment as President and Vice-Chancellor (the **“EAL Value”**); and
- (b) a severance payment equivalent to the **lesser** of:
 - (i) 12 months of his annual base salary as President and Vice-Chancellor; or
 - (ii) the balance of the President and Vice-Chancellor’s annual base salary remaining to be paid for that portion of the Term of this Agreement still outstanding at the date of termination.

For the purposes of (a), the Leave Payout will be as follows:

- If the termination of the appointment as President and Vice-Chancellor occurs during the first year of the Term, the Leave Payout will be 20% of the EAL Value;
- If the termination of the appointment as President and Vice-Chancellor occurs during the second year of the Term, the Leave Payout will be 40% of the EAL Value;
- If the termination of the appointment as President and Vice-Chancellor occurs during the third year of the Term, the Leave Payout will be 60% of the EAL Value;
- If the termination of the appointment as President and Vice-Chancellor occurs during the fourth year of the Term, the Leave Payout will be 80% of the EAL Value;
- If the termination of the appointment as President and Vice-Chancellor occurs during the fifth year of the Term, the Leave Payout will be 100% of the EAL Value.

10.5 For further certainty, in the case of each of Option A and Option B, the severance payment shall not include any amount which may have been payable as a Performance Incentive for the 12 month period or the balance of the Term, as the case may be. Any required severance payment shall be paid within 30 days of Dr. Keshen advising the University which Option he elects.

10.6 Dr. Keshen may terminate this Agreement by giving 180 days’ notice in writing to the University Board of his intention to terminate this Agreement.

- 10.7 Upon termination of this Agreement by the University for just cause, or in the event Dr. Keshen chooses Option B under section 10.4, Dr. Keshen shall cease to hold both his administrative and academic appointments, unless otherwise agreed by the Parties.
- 10.8 Upon termination or expiration of this Agreement, all materials and other information acquired or produced by Dr. Keshen in connection with the performance of his duties as President and Vice-Chancellor become the sole property of the University without further compensation or payment to Dr. Keshen and Dr. Keshen shall forthwith transmit such information and materials to the Chair of the University Board, with the exception of those related to his academic research program which shall remain the property of Dr. Keshen.

NO OTHER SERVICE

- 11.1 Dr. Keshen shall devote all of his time and give his best efforts to the discharge of his duties hereunder and shall not enter into the service of or be employed in any capacity or for any purpose whatsoever by any person, firm or corporation other than the University and shall not be engaged in any business, enterprise or undertakings other than his employment hereunder except with the prior written approval of the Chair of the University Board or his/her designate and only for so long as such business, enterprise or undertaking does not conflict with Dr. Chase's performance of his duties under this Agreement.
- 11.2 Breach of section 11.1 shall constitute just cause for dismissal pursuant to section 10.2 of this Agreement.
- 11.3 Notwithstanding the foregoing, Dr. Keshen may hold appointments on the board of directors of organizations as requested by the University. Dr. Keshen may also hold appointments on boards which are outside the University sphere provided the same is approved in writing and in advance by the University Board. When making a request to hold an appointment outside the University sphere, Dr. Keshen shall provide the University Board with (i) the name of the entity; (ii) the proposed compensation and benefits and the proposed beneficiary thereof; (iii) the estimated time commitment and (iv) such other information as the Chair of the University Board may request.
- 11.4 Subject to the approval of the Chair of the University Board, Dr. Keshen may maintain involvement in the boards identified in writing to the Chair of the University Board 30 days prior to the Effective Date of this Agreement.

CONFIDENTIALITY

- 12.1 All information received by Dr. Keshen during the course of his employment relating to the academic, business, financial or other affairs of the University or any employees or agents of the University shall be kept confidential, except where disclosure by Dr. Keshen of such information may be necessary in the proper discharge of his duties and responsibilities or required by law. This section does not apply to any information which is in the public domain at the time of disclosure to Dr. Keshen or which subsequently becomes part of the public domain through no act or omission of Dr. Keshen.
- 12.2 Breach of section 12.1 shall constitute just cause for dismissal pursuant to section 10.2 of this Agreement.
- 12.3 Dr. Keshen acknowledges that the University is subject to *The Local Authority Freedom of Information and Protection of Privacy Act*, and that part or all of this Agreement may be made public to the University's stakeholders and members of the general public.

GENERAL

- 13.1 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties. There are no representations, warranties or collateral agreements made by the Parties except as contained in this Agreement.
- 13.2 **Amendment:** This Agreement may be amended upon the mutual agreement of the Parties in writing.
- 13.3 **Governing Law:** This Agreement will be governed by and interpreted according to the laws of the Province of Saskatchewan.
- 13.4 **Enurement:** This Agreement shall be binding upon the Parties hereto and shall enure to the benefit of their heirs, administrators, executors, successors and assigns. This Agreement is personal to Dr. Keshen and is not assignable by him.
- 13.5 **Deductions:** Any monies or benefits paid pursuant to this Agreement are subject to disclosure, reporting, and withholdings and deductions at source as are required by law.

[signature page to follow]