

**This Agreement is made effective this 9<sup>th</sup> day of August, 2016.**

**BETWEEN:**

THE GOVERNORS OF ATHABASCA UNIVERSITY, a corporation created pursuant to the *Post-Secondary Learning Act*, SA 2003, Chapter P-19.5 and the *Athabasca University Regulation*, AR 50/2004 (the "Board")

OF THE FIRST PART

**AND:**

DR. Neil Fassina ("Dr. Fassina")

OF THE SECOND PART

**WHEREAS:**

- A. The Board, in accordance with the powers vested in it pursuant to the *Post-Secondary Learning Act* (Alberta), is responsible for the management and operation of that public post-secondary institution know as Athabasca University (the "University");
- B. The Board has agreed to employ Dr. Fassina as President of the University ("President") in accordance with the terms and conditions set out in this Agreement;
- C. Dr. Fassina has agreed to accept the position of President in accordance with the terms and conditions set out in this Agreement;
- D. The Board and Dr. Fassina (collectively the "Parties") have exchanged a letter of intent ("Letter of Intent") with the intention of entering into an employment agreement that will define the Parties' rights, duties and obligations in connection with his employment as President; and
- E. The Board and Dr. Fassina have agreed to replace the terms and conditions of the Letter of Intent with the terms and conditions of this Agreement;

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

**ARTICLE 1 – EMPLOYMENT AND APPOINTMENT**

- 1.1 Subject to the terms and conditions set out in this Agreement, Dr. Fassina shall be employed by the Board as President of the University, and Dr. Fassina agrees to render his services to the Board in the capacity of President of the University.
- 1.2 Dr. Fassina's duties will be performed primarily at the Athabasca campus of the University but shall from time to time be performed at offices of the University in Edmonton and Calgary.

## ARTICLE 2 – TERM OF AGREEMENT

- 2.1 Subject to Article 14 in this Agreement, Dr. Fassina’s appointment as President shall commence on the 11<sup>th</sup> day of October, 2016 for a term expiring on the 10<sup>th</sup> day of October, 2021 (the “Term”).

## ARTICLE 3 – REAPPOINTMENT

- 3.1 Dr. Fassina agrees to advise the Board not later than eighteen (18) months prior to the expiration of the Term of his interest in being considered for reappointment as President for a further term on such terms and conditions as may be mutually agreed between Dr. Fassina and the Board. The Board agrees to advise Dr. Fassina as soon as practical of its intention with respect to such reappointment, but in any event not later than twelve (12) months prior to the expiry of the Term.

## ARTICLE 4 – DUTIES, REPORTING AND PERFORMANCE

### **Duties and Responsibilities**

- 4.1 While employed as President in accordance with the terms and conditions set out in this Agreement, Dr. Fassina shall have general supervision over, and direction of, the operation of the University, shall perform the duties and exercise the powers related to the office of the President, as prescribed by the *Post-Secondary Learning Act*, SA 2003, c P-19.5 as amended from time to time, and shall have those other powers, duties and functions as the Board may from time to time assign to him.
- 4.2 The Board grants and delegates to Dr. Fassina all powers as are necessary and appropriate for the proper performance of his duties and obligations as President, as set out in the Position Profile for the President as amended from time to time at the Board’s sole discretion. The Position Profile for the President is attached to this Agreement as Appendix “A”. Dr. Fassina shall use his best efforts to diligently exercise those powers.
- 4.3 While employed as President in accordance with the terms and conditions set out in this Agreement, Dr. Fassina shall devote the whole of his time, attention and ability to his designated duties and obligations and the affairs of the University, and he shall diligently, faithfully and honestly serve the Board and the University, and use his best efforts to promote the interests of the University and to perform his duties and obligations in accordance with this Agreement.
- 4.4 Notwithstanding paragraph 4.3 above, the Board shall consider allowing Dr. Fassina to serve as a member of a board of directors for:
- a. as many as two charitable, educational, not for profit or industry boards of directors or governing bodies, for professional compensation; and
  - b. any other charitable, educational or not for profit board of directors or governing bodies on a volunteer basis without professional compensation,

provided the service is approved in writing in advance by the Chair of the Board of Governors or designate and the Board’s Executive Committee.

- 4.5 In the event Dr. Fassina is permitted to serve on a board with professional compensation in accordance with this article, he shall consider donating the compensation to the University. The

decision whether to donate the compensation shall be in Dr. Fassina's discretion. The Board shall issue a charitable tax receipt to Dr. Fassina for any amount properly characterized as a charitable donation as may be permitted by law.

- 4.6 The Board shall indemnify and save harmless Dr. Fassina from and against any and all claims, actions, demands, proceedings, penalties, fines, and costs including, without limitation, all legal costs and disbursements that may arise out of or are in any way connected with any act or omission of Dr. Fassina occurring both in good faith and in the discharge of Dr. Fassina's duties and responsibilities as the President, provided that:
- a) Dr. Fassina has not been grossly negligent in exercising or failing to exercise his duties and responsibilities as the President; and
  - b) The Board will not have any obligation to pay legal costs and disbursements incurred by or on behalf of Dr. Fassina, unless such costs and disbursements are charged by a lawyer or a firm of lawyers selected by or otherwise acceptable to the Board.

Nothing in this clause prevents the Board from obtaining one or more policies of insurance to satisfy, in whole or in part, its obligations under this clause.

### **Reporting and Performance**

- 4.7 Dr. Fassina shall report to the Board in his capacity as President, as directed by the Board.
- 4.8 Prior to the commencement of Dr. Fassina's employment as President, Dr. Fassina and the Board Executive Committee shall discuss priorities, goals and activities with regard to the President's performance in his role as President. Following those discussions, the Board Executive Committee shall, at its sole discretion, establish priorities, goals and activities by which to measure Dr. Fassina's performance (the "Performance Targets") and communicate them to Dr. Fassina. Prior to the end of each calendar year during the Term, the Board Executive Committee may amend the Performance Targets at its sole discretion. The Board Executive Committee shall communicate the Performance Targets to Dr. Fassina on an annual basis.
- 4.9 The establishment of Performance Targets and the review of Dr. Fassina's performance shall occur on an annual basis in accordance with the Annual Performance Review Policy as amended from time to time at the Board's sole discretion. The Annual Performance Review Policy is attached to this Agreement as Appendix "B".

### **ARTICLE 5 – SALARY**

- 5.1 For as long as Dr. Fassina remains President during the Term in accordance with the terms and conditions of this Agreement, Dr. Fassina shall be entitled to an annual salary of \$337,000.00 (the "Salary"). The mode and times of payment of the Salary shall be those from time to time followed for payment of administrative staff at the University. The Salary shall not be adjusted for changes in cost of living and inflation during the Term.
- 5.2 Subject to Section 5.5, in addition to the Salary, Dr. Fassina shall be eligible to receive additional annual compensation based on his performance as President ("Performance Based Compensation") of up to a maximum of 15% of the Salary.

- 5.3 Any Performance Based Compensation shall be paid in a lump sum and shall be treated as taxable income and be subject to all appropriate statutory deductions.
- 5.4 The amount of the Performance Based Compensation provided to Dr. Fassina each year, if any, shall be determined by the Board Executive Committee following the annual performance evaluation and a recommendation completed by the Board Chair. The annual performance evaluation and the recommendation regarding Performance Based Compensation shall be completed by the Board Chair prior to December 15 of each year. The Board Executive Committee shall determine the amount of Performance Based Compensation, if any, on or before January 31 of each year.
- 5.5 The amount of Performance Based Compensation shall be in the sole discretion of the Board Executive Committee, but in arriving at the amount, the Board Executive Committee shall take into consideration the Performance Targets, Dr. Fassina's performance, the recommendation completed by the Board Chair, and the requirements of the Government of Alberta or of a department or agency thereof. Dr. Fassina's Performance Targets will be determined within six (6) weeks of the start of each calendar year in the Term and shall be aligned with the strategic and financial direction of the University.
- 5.6 Notwithstanding Article 5.2, the Board has full discretion to eliminate the Annual Performance Based Compensation after the first year. If the Annual Performance Based Compensation is suspended or eliminated, the average of past allocations for the Annual Performance Based Compensation payment will be added to the Salary as defined in Article 5.1.
- 5.7 In addition to the Salary set out in Article 5.1, Dr. Fassina, so long as he continues to be the President, shall receive a special increment in lieu of a supplementary pension plan, which shall be recalculated annually or as required in accordance with the University's Executive Special Increment Procedure, as amended from time to time by the Board in its sole discretion. The University's Executive Special Increment Procedure is attached to this Agreement as Appendix "C".

#### **ARTICLE 6 – BENEFITS**

- 6.1 In addition to the Salary and other compensation and payments provided for Dr. Fassina in this Agreement, the Board will provide Dr. Fassina with benefits set out in the President Benefit Summary as it is amended from time to time at the Board's sole discretion. The President Benefit Summary is attached to this Agreement as Appendix "D".
- 6.2 Where the amount of Dr. Fassina's benefits are to be calculated with reference to Dr. Fassina's gross salary, Dr. Fassina's gross salary shall be deemed to be the combined total of the Salary, and the special increment in lieu of a supplementary pension plan.
- 6.3 For so long as Dr. Fassina is President, Dr. Fassina's benefits shall derive from the terms and conditions of this Agreement.

#### **ARTICLE 7 – VACATION**

- 7.1 Dr. Fassina shall be entitled to thirty (30) days annual vacation, provided however that such vacation shall be scheduled to the mutual convenience of both Dr. Fassina and the Board, and

where there is a discrepancy, the Board shall choose when vacation days are to be taken after reasonably considering and attempting to accommodate Dr. Fassina's preferences.

- 7.2 Vacation days accrued but not used in a calendar year shall not be carried forward to the next calendar year unless prior written approval to do so is obtained from the Board or Board designate.

#### **ARTICLE 8 – EXPENSES AND ALLOWANCES**

- 8.1 Until the conclusion of Dr. Fassina's employment as President, the Board shall provide Dr. Fassina with an annual Executive Allowance of Thirty-Nine Thousand, Five Hundred (\$39,500) Dollars, payable in equal bi-weekly installments, in arrears, for personal expenses incurred by Dr. Fassina in the course of discharging his responsibilities as President, which expenses include, use of his personal automobile, club memberships, and financial, pension, estate planning services and bi-annual executive medical examination. The Executive Allowance shall be characterized as a taxable benefit pursuant to the *Income Tax Act* (Canada) and shall be declared annually. While, Dr. Fassina shall not be eligible for automobile expenses in accordance with the University's Executive Vehicle Program Policy, the University's Travel and Expense claim Policy will apply, with the exclusion of any travel to the primary office location.
- 8.2 Upon prior written approval of the Board Chair, business class travel may be accepted as reasonable for any international flight in excess of six (6) hours or any international flights involving a total of ten (10) hours travel time with layovers; or if a medical condition necessitates an upgraded class of travel. International travel is defined as any destination outside of Canada or the United States.

#### **Spousal Travel Expenses**

- 8.3 The Board, in its sole discretion, shall consider reimbursement for the reasonable travel expenses incurred by Dr. Fassina's spouse, on a case-by-case basis, if the spouse's travel is deemed to be of benefit to the University. Reimbursement for Dr. Fassina's spouse's travel expenses shall require prior written approval of the Board or Board designate and submission of receipts for the travel expenses that are to be reimbursed.

#### **ARTICLE 9 – TAXABLE BENEFITS**

- 9.1 Any taxable benefits assessed by Canada Revenue Agency in respect to compensation, benefits and perquisites provided to Dr. Fassina in accordance with the terms and conditions of this Agreement are the liability of Dr. Fassina.

#### **ARTICLE 10 – UNIVERSITY PROPERTY**

- 10.1 For the duration of the Term, Dr. Fassina shall truly and faithfully account for and deliver to the Board all money, securities and things of value belonging to the University that Dr. Fassina may from time to time receive for, from, or on account of, the University.

## **ARTICLE 11 – REGULATIONS AND POLICIES**

- 11.1 Except in cases where a rule, regulation or policy is expressly not applicable to the position of President, Dr. Fassina shall be bound by and shall faithfully observe and abide by all the rules, regulations and policies of the University that are created, in place, amended from time to time and brought to Dr. Fassina's attention, or of which Dr. Fassina could reasonably be aware of in the course of performing his duties as President. Without limiting the generality of the foregoing, Dr. Fassina acknowledges that he is bound by the provisions of the University's policy regarding confidential information and intellectual property.

## **ARTICLE 12 – CONFIDENTIALITY**

- 12.1 Dr. Fassina shall not, either during the Term or at any time thereafter, disclose any information relating to the private or confidential affairs of Board or the University or relating to any secrets of the Board or the University, to any person other than for the University's purposes, and Dr. Fassina shall not, either during the Term or at any time thereafter, use for his own purposes, or for any purposes other than those of the Board, any such information or secrets he may acquire in relation to the business of the University. The obligations placed on Dr. Fassina in this paragraph shall not apply to any information, affairs or secrets that are or may become part of the public domain or that may be required to be disclosed by law.

## **ARTICLE 13 – RETURN OF PROPERTY**

- 13.1 Upon the expiry of the Term or other event that terminates this Agreement, Dr. Fassina shall forthwith deliver or cause to be delivered to the University all books, documents, equipment, devices, records data, reports, correspondences, messages, effects, money, securities or other property belonging to the University, or for which Dr. Fassina is liable to others, that are in the possession, charge, control or custody of Dr. Fassina.

## **ARTICLE 14 – TERMINATION**

- 14.1 The Board may, at any time and without prior notice or pay in lieu of notice, summarily terminate the employment of Dr. Fassina for just cause.
- 14.2 The Board may in its sole discretion terminate Dr. Fassina's employment at any point more than eighteen months from the end of the term of the contract, without cause, upon providing to Dr. Fassina working notice in writing or the equivalent pay in lieu of notice, or a combination of working notice in writing and pay in lieu of notice of twenty four months. Any pay in lieu of notice to be paid to Dr. Fassina arising from the termination of Dr. Fassina without cause pursuant to this Article shall be paid at the prorated amount of the Salary for the length of the pay in lieu of notice period provided.
- 14.3 The Board may in its sole discretion terminate Dr. Fassina's employment at any point eighteen months or less from the end of the term of the contract, without cause, upon providing to Dr. Fassina working notice in writing or the equivalent pay in lieu of notice, or a combination of working notice in writing and pay in lieu of notice in accordance with the following:
- a. if Dr. Fassina has not advised the Board pursuant to Article 3.1 regarding his interest in

reappointment; or has advised the Board that he is not interested in being considered for reappointment; or if he has expressed interest in reappointment but the Board has not advised Dr. Fassina that its intention is to reappoint him if agreement can be reached on the terms of his reappointment; the number of months remaining in the term;

- b. if the Board has advised Dr. Fassina pursuant to Article 3.1 above that its intention is to reappoint him if agreement can be reached on the terms of his reappointment but no such agreement has been reached, the number of months remaining in the term or twelve months, whichever is greater;
- c. if the Board has advised Dr. Fassina pursuant to Article 3.1 above that its intention is to reappoint him and the terms of his reappointment have been agreed to, the number of months provided for notice of termination without cause under the new terms that have been agreed to by the Parties, or the number of months remaining in the term, whichever is greater;

Any pay in lieu of notice to be paid to Dr. Fassina arising from the termination of Dr. Fassina without cause pursuant to this Article shall be paid at the prorated amount of the Salary for the length of the pay in lieu of notice period provided.

- 14.4 Any pay in lieu of notice that Dr. Fassina is entitled to under paragraph 14.2 shall be subject to a duty to mitigate and shall be reduced by any actual mitigation.
- 14.5 The Parties agree that the amount of the notice period or pay in lieu of notice set out in paragraph 14.2 and 14.3 of this Agreement is reasonable and fair, and Dr. Fassina agrees to accept the working notice or pay in lieu of notice set out in paragraph 14.2 or 14.3 of this Agreement in full and final settlement of any and all claims, except in respect of amounts payable in respect of termination as set out in this Agreement, that he may have against the Board arising from his employment for, and termination from, the University.
- 14.6 If Dr. Fassina becomes ill or is injured and that illness or injury restricts Dr. Fassina's ability to fully perform the duties and obligations required of him as President and, on the basis of medical evidence acceptable to the Board that the illness or injury is likely to be of a prolonged (greater than 26 weeks) or of a permanent nature, at the option of the Board and upon the Board notifying Dr. Fassina in writing, Dr. Fassina's employment may be treated as frustrated, bringing the employment as President to an end without additional notice or pay in lieu of notice. Notice that Dr. Fassina's employment is considered frustrated shall not impact on Dr. Fassina's entitlements to Long Term Disability benefits provided through insurance pursuant to the President Benefits Summary.
- 14.7 Dr. Fassina may terminate his employment as President at any time during the Term upon giving at least six (6) months written notice to the Board, in which case Dr. Fassina is for that notice period entitled to all compensation, benefits and other entitlements provided to him in accordance with this Agreement for the duration of the notice period.

#### **ARTILCE 15 – ADMINISTRATIVE LEAVE**

- 15.1 Dr. Fassina will, so long as he is President, continue to accrue the benefits of administrative leave, to a maximum of twelve (12) months. Such leave shall accrue at the rate of two months per each full year of service as President at the rate of pay of the Salary at the commencement of such

leave. The first two months of Administrative Leave are vested immediately upon employment as President.

- 15.2 In the event that Dr. Fassina renews for a second term as President in accordance with Article 3.1, Dr. Fassina's Administrative Leave will be permitted to continue accruing beyond the prescribed maximum of one (1) year as described in the Agreement at a rate of two months per each full year of service as President at the rate of pay of the Salary at the commencement of such leave.
- 15.3 During the Administrative Leave, the Board shall provide Dr. Fassina the Benefits as defined in Article 6.
- 15.4 If the Board terminates Dr. Fassina's employment as President without cause, the Board shall pay to Dr. Fassina, as an accelerated lump sum, the salary to which Dr. Fassina would have been entitled during any accrued Administrative Leave contemplated in paragraph 15.1, above, and the Board's obligation to provide Dr. Fassina with Administrative Leave shall be extinguished. The accelerated lump sum shall be paid to Dr. Fassina within Thirty (30) Days of the termination of his employment as President.

#### **ARTICLE 16 – INTERPRETATION AND ENFORCEMENT**

- 16.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter Dr. Fassina's employment with the University, and this Agreement cancels and supersedes any prior understandings and agreements between the Parties with respect thereto. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties other than the terms and conditions set out in this Agreement.
- 16.2 No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by each one of the Parties. No waiver of any breach of any term or provision 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 written waiver, shall be limited to the specific breach waived.
- 16.3 In this Agreement, words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations, and corporations, and vice versa.
- 16.4 This Agreement shall ensure to the benefit of and be binding upon the heirs, executors, administrators and legal personal representatives of Dr. Fassina and the successors and assigns of the Board, respectively. The obligation of the Board to make any payment to Dr. Fassina in accordance with this Agreement shall not be affected by, and the amount of such payment shall not be reduced by virtue of the death of Dr. Fassina, in which event the amounts payable shall be paid to the beneficiary designated by Dr. Fassina. In the event of the death of Dr. Fassina, the Board owes to Dr. Fassina's estate or beneficiary everything earned up to the time of death. The event of Dr. Fassina's death terminates this Agreement.
- 16.5 Neither this Agreement nor the rights or obligations set out in this Agreement may be assigned by either Party.



- 16.6 If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, the invalidity or unenforceability shall attach only to the invalid or unenforceable provision or part of the invalid and unenforceable provision, and the remaining part of such provision and all other provisions in this Agreement shall continue in full force and effect.
- 16.7 Any demand, notice or communication (in this paragraph referred to as a “Communication”) to be made or given in connection with this Agreement shall be made or given in writing and may be made or given by personal delivery or by registered mail addressed to the recipient as follows:

To: Dr. Neil Fassina



To the Board:

The Governors of Athabasca University  
Athabasca University  
1 University Drive  
Athabasca, Alberta T9S 3A3

Attention: University Secretary

or such other address as may be designated by either Party to the other. Any Communication made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery, and, if made or given by registered mail, on the third day, other than a Saturday, Sunday or statutory holiday, following the deposit thereof in the mail. If the Party giving any Communication knows or ought reasonably to know of any difficulties with the postal system that may affect the delivery of mail, any such Communication shall not be mailed but shall be made or given by reasonable means other than mail.

- 16.8 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
- 16.9 Any claim, dispute or controversy arising among the Parties out of or in relation to this Agreement that cannot be satisfactorily settled by the Parties, shall be resolved by binding arbitration in accordance with the *Arbitration Act*, RSA 2000, c A-43. The arbitrator shall be the person chosen unanimously by the Parties or, if the Parties cannot agree upon an arbitrator, then either of the Parties may apply upon written notice to the other to a Justice of the Court of Queen’s Bench of Alberta, who shall have jurisdiction to select the arbitrator. The decision of the arbitrator shall be final and binding on the Parties and the costs of the arbitration shall be in the discretion of the arbitrator. The Parties shall use their best efforts to ensure that the arbitrator delivers a decision within six weeks after the appointment of the arbitrator.
- 16.10 This Agreement may be executed in counterpart, each of which shall be deemed to be an original, and all counterparts shall together constitute one agreement. Delivery to a Party may be effected by the delivery of a facsimile copy of a signed execution page to that Party.

- 16.11 Wherever this Agreement refers or incorporates any of the current policies or practices of the Board, it is agreed and understood by the Parties that such policies or practices may be subject to change from time to time.
- 16.12 Wherever this Agreement refers to benefits that are provided once in a calendar year, such benefits shall be prorated in respect of any partial calendar years incorporated in the term of this Agreement.

**IN WITNESS WHEREOF** the Parties duly execute this Agreement as of the date and year first written above.

The Governors of Athabasca University

Per: Original Signed by Margaret Mrazek  
Board Chair

Original signed by Carol Lund  
Witness

Original Signed by Dr. Fassina  
Dr. Neil Fassina

## PRESIDENT POSITION PROFILE

**Position Title:** President  
**Department:** Office of the President  
**Reports to:** Board of Governors of Athabasca University  
**Effective Date:** June 2016

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### **Purpose**

As Chief Executive Officer, the President is responsible for leading the University academically, administratively and financially, guided by the University's mission, values, and policies. The President is accountable to the Board of Governors for the attainment of institutional internal and external key performance indicators. The President must be innovative, an effective leader, advocate and administrator with vision and creativity in order to serve the internal and external needs of Athabasca University. The President ensures the achievement of standard of excellence while fostering an atmosphere that demonstrates and promotes the highest standard of ethical behavior.

### **Primary Responsibilities:**

Without restricting the generality of the above purpose statement and in accordance with Article 81(3) of the *Post-secondary Learning Act*, the President has supervision over the direction of the operation of Athabasca University and these other powers, duties and functions, as set out below:

Promotes and supports Athabasca University's mission and mandate in its dedication to excellence in teaching, research and scholarship, and to being of service to the general public.

Actively develops, supports, facilitates and advances the commitment to the Strategic University Plan, the Comprehensive Institutional Plan, and any other strategic plans.

Continues to build and encourage Athabasca University's recognized strength as Canada's premier open and on-line university by maintaining and raising its profile on the local, regional, provincial, national and international scenes.

Exercises oversight over the operational and fiscal management of the University and holds the senior executive accountable for their operations.

Builds a senior executive team committed to working with the community in fulfilling the vision, goals, and priorities necessary to ensure long-term sustainability of the University.

Ensures the various Faculties and other academic units, as well as executive leadership of the University, are structured in a manner that encourages innovative and efficient administration of the entire institution.

## Appendix "A"

Enhances Athabasca University's research profile by expanding its reputation in disciplinary and mission-critical research.

Ensures that Athabasca University confirms and enhances its demonstrated academic, distance learning and e-learning reputation and commitment to the removal of barriers to learning.

Fosters a culture that attracts, retains and ensures the success of students and ensures a positive student experience.

Forges effective links with other educational partners at the provincial, national and international levels.

Maintains a strong relationship with the Chair of the Board of Governors.

Ensures the overall effectiveness of the University through advocacy to, contact with, and/or participation in various orders of government and with councils and organizations involved in higher education at the provincial, national and international levels.

Enhances external relations with key officials in government at the municipal, regional, provincial and federal levels in support of the University's interests.

Models and promotes Athabasca University's commitment to a supportive environment.

Fosters collegiality, respect for diversity, involvement and commitment by engaging with the entire university community.

Ensures the collegial, harmonious, and collective work of the various governing bodies (General Faculties Council (GFC), and the Board of Governors), focusing on the achievement of the University vision and mission.

Reports to the Board of Governors on all matters including the performance of the University against the measures laid out in the University's Comprehensive Institutional Plan.

Ensures connection to and alignment and engagement with Alumni and with key University community members, groups and associations.

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## Presidential Performance Evaluation Policy

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<b>Policy Sponsor:</b>	Athabasca University Governing Council (AUGC)
<b>Policy Contact:</b>	University Secretary
<b>Policy Number:</b>	N/A
<b>Effective Date:</b>	May 27, 2011
<b>Approval Group:</b>	AUGC
<b>Approval Date:</b>	May 27, 2011
<b>Review Date:</b>	Annually

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### Purpose

The purpose of this policy is to outline the annual performance evaluation process for the President of Athabasca University (AU).

### Definitions

N/A

### Policy Statements

1. It is the responsibility of the Chair and the Executive Committee of AUGC to conduct an annual performance evaluation of the President, to be completed no later than December of each year.
2. Information gathered during the evaluation process is considered confidential and will be treated as a closed record of Executive Committee. Personal information will be handled in accordance with the Alberta *Freedom of Information and Protection of Privacy Act*.
3. Executive Committee may seek input from constituents, both internal and external to AU.



**Applicable Legislation and Regulations**

*Alberta Freedom of Information and Protection of Privacy Act, R.S.A. 2000, c. F-26*

**Related References, Policies, Procedures and Forms**

N/A

**History**

AUGC Executive Committee, May 27, 2011, Motion # 269-4 (revised)  
Approved AUGC - June 22, 2007

## **Procedure for Annual President Performance Evaluation**

During the term of a President it is appropriate that the annual performance evaluation will involve varying levels and breadth of inputs. The procedures for Annual President Performance Evaluation allow the Board Chair and Executive Committee of the Board to conduct the appropriate level of evaluation, the most comprehensive annual evaluation being at one year after appointment. An evaluation pursuant to 'Section 4 of the Procedures for the Search/Appointment/Reappointment of the President Policy' will be conducted eighteen months prior to the expiry of the President's contract. The annual evaluation process is to be normally initiated by November 1 and completed by December 15.

The evaluation shall be conducted as follows:

1. No later than November 1 the Board Chair and the Executive Committee will establish the appropriate level of annual performance evaluation given the point in time of a president's term. The possible levels of involvement are;
  - a. The Evaluation Committee (as defined below); or
  - b. The Executive Committee; or
  - c. The Executive Committee and the President's Executive Group; or
  - d. Representation from key internal stakeholders of the University which will normally be used at the first anniversary or
  - e. The committee as outlined in Section 4 of the Procedures for the Search/Appointment/Reappointment of the President Policy; or
  - f. External consultation.
2. The Evaluation Committee shall be: the Board Chair, Chair Human Resources Committee, Chair Audit Committee and Chair Finance and Property Committee who will conduct the evaluation and provide feedback to the President.
3. The Evaluation Committee will establish the schedule that must be met to complete the desired level of evaluation by December 15.
4. The Board Chair will share the proposed level of evaluation and schedule with the President. In compliance with the Procedures contained within the Search/Appointment/Reappointment of the President Policy and upon mutual agreement between the President and the Evaluation Committee the evaluation will proceed.
5. The President shall prepare a self assessment by the agreed to schedule against the progress toward reaching his/her established objectives as set out in the approved previous year work plan.

6. The President will also prepare and submit a work plan for the coming year by the agreed to schedule.
7. The Evaluation Committee of the President's performance will be undertaken based on the work plan and self assessment. The "Presidential Annual Assessment Evaluation Tool" may be used by the committee to encourage full and thoughtful evaluation of performance. If the Presidential Annual Assessment Evaluation Tool is utilized, a temporary confidential file will be created and all documents contained within are considered transitory. The Evaluation Committee will use the documents in the temporary confidential file to create a summary report that it will review with the Executive Committee. The documents in the temporary file will be destroyed immediately after the summary report has been reviewed by the Executive Committee of the Board.
8. The executive Committee will review the summary report, the President's self assessment and the past and current year work plan. Based on these documents adjustments to the President's salary and benefits will be decided as well as recommendations to the President's upcoming year's work plan.
9. The Evaluation Committee will present the results to the President during an in camera session.
10. The results of the review and related salary/benefit adjustments shall be confirmed in writing by a letter from the Board Chair to the President.
11. The University Secretary will be responsible for filing the results of the review and notifying Human Resources and/or Payroll as appropriate regarding any salary/benefit adjustments.
12. The Board Chair will report to the Board at the conclusion of the process to the effect that the evaluation has been completed, the process followed, and any significant outcomes.
13. Eighteen months prior to the expiration of the President's contract, the President will declare his or her intention to seek reappointment. and upon confirmation of his or her intention to seek reappointment Section 4 of the *Procedures for the Search/Appointment/Reappointment of the President Policy* shall be followed. Section 4 does not take the place of the annual performance evaluation.





## EXECUTIVE SPECIAL INCREMENT PROCEDURE

1. November 2004, the Human Resources Committee of the Board of Governors established a special increment in lieu of a Supplemental Pension Benefit for members of the senior executive including the President, Vice President Academic (VPA) and the Vice President Finance and Administration (VPFA). This Special Increment is available to these members and other members of the executive group whose contracts specify the availability of this plan.

November 2005, the Executive Committee of the Board of Governors approved that the above noted Special Increment in lieu of a Supplemental Pension Benefit be applied to the Chief Information Officer (CIO) and the Vice President Advancement (VPAD) positions.

2. The Special Increment was developed using the same methodology as the Supplemental Benefit Arrangement approved by the Board of Governors at the University of Lethbridge.
3. The amount of the Special Increment shall be calculated as follows:

$[(\text{SALARY} - \text{SALARY CAP}) \text{ multiplied by RATE}] \text{ plus Flat Rate} = \text{Special Increment}$

where SALARY	-	base salary excluding special increment
where SALARY CAP	-	pension plan maximum salary cap (YMPE)
where RATE	-	employee and employer rates over CPP less rate above salary cap (for 2004-2005 = 9.5%)
where Flat Rate	-	Board established adjustment. For the President, VPA and VPFA the Board has approved a flat rate of approximately \$5,000. This rate will vary slightly to allow rounding of the special increment. Other members would be zero unless otherwise identified.

Example:	Salary	\$160,000.00
	Pension Salary Cap (2004)	<u>(\$103,816.00)</u>
		\$ 56,184.00
		x
	Rate (2004/05)	<u>9.35%</u>
		\$ 5,253.00
	Plus flat rate	<u>\$ 5,000.00</u>
	Special Increment	\$ 10,253.00 <sup>1</sup>

<sup>1</sup> This Special Increment could be rounded to \$10,000.00

Appendix D

# President Benefits Summary



Athabasca  
University

# Benefits

## President

As an employee of Athabasca University, you have benefits available to you and in some instances, your family. This brochure provides an overview of the benefits available to you as an AU employee. Please contact our Benefits Administrators for more information about your benefits.

### Health Care Benefits

#### ➤ Alberta Health Care

Basic health care (three month waiting period for out of province). Persons arriving in Alberta from another country are eligible for coverage on the date of entry in Alberta if legally entitled to reside permanently in Canada and provided that application for coverage is made within 90 days from the date of entry. A copy of their Canada Entry Record is required.

#### ➤ Alberta Blue Cross

##### Dental Care

Basic Dental Care	100% coverage
Major Dental	100% coverage
Orthodontia	50% coverage

##### Annual Maximum for Basic & Major

\$3,000.00 per insured individual

##### Lifetime Orthodontic Maximum

\$3,000.00 per insured child (ages 6-21 only)

#### Extended Health Care

The plan includes out-of-province and out-of-country travel coverage, private hospital room, special treatment, prescription coverage (Direct Pay Plan; Least Cost Alternative policy), etc.

#### Vision Care

The plan will provide a payment of \$750.00 every two years toward the cost of lenses and/or frames (includes spouse and dependents). Claims are paid based on the date the service was provided, not the date the claim was submitted.

#### ➤ Shepell - FGI

##### Employee & Family Assistance Program

Program of confidential counseling, designed to help employees and their families resolve their personal and professional issues, stresses, and traumas.

### Survivor Protection Benefits

#### ➤ Manulife Financial

Group Life Insurance 2 x annual salary (max \$500,000) coverage

Spousal Life Insurance \$10,000.00 coverage

Dependent Life Insurance \$5,000.00 coverage

##### Long Term Disability

70% of monthly salary to a maximum of \$8,000.00 per month (taxable).

##### Optional Employee & Spousal Life Insurance

Available in increments of \$10,000.00 up to a maximum of \$200,000.00.

#### ➤ AIG

##### Basic Accidental Death & Dismemberment Insurance

Up to \$50,000.00 coverage (non-taxable)

##### Group Business Travel Accident Insurance

Up to \$200,000.00 coverage (non-taxable)

#### ➤ AU Death In Service

2 x average monthly salary

This document is a summary of the various benefits for which you may be eligible. The precise terms of the various benefit plans are set out in the policies and procedures governing the benefit plan in question, where the benefit is provided by AU, or in the contract for provision of the benefit where the benefit coverage is provided by an external carrier. Where those documents conflict with this summary, the provision of those documents will govern. The benefit plans and procedures and benefit contracts may be modified from time to time.

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### Pension Benefits

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➤ **Universities Academic Pension Plan (UAPP)**

A defined benefit plan (employees will receive a pension benefit based on salary and years of service). Both employee and AU contribute.

➤ **Canada Pension Plan (CPP)**

A statutory requirement; both employee and AU contribute up to an annual maximum.

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### Time-Off Benefits

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*\*Please note that leaves are prorated during a partial year of employment and for part-time service.*

➤ **Vacation**

30 days per year.

➤ **Sick Leave**

Up to 6 months per year for casual sickness, medical/dental appointments and general illness leave. This replaces Short Term Disability.

➤ **Special Leave**

AU may grant special leave for circumstances warranting such treatment.

➤ **Administrative Leave**

Accumulates at 2 months for each full every year of service to a maximum of 12 months. Salary and benefits during leave are at 100%.

➤ **Compassionate Care Benefit Leave**

Up to 8 weeks leave without pay may be granted to provide emotional support or to look after a family member who is terminally ill.

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### Other Benefits

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➤ **Professional Development (PD) Fund**

Up to \$10,000.00 is available each academic year (July 1 - June 30) for professional development (pursuant to the Professional Development Allowance: Eligible Expenditure Guide, April 1, 2014), (pro-rated for part-time and/or partial year of employment). The amount may not be carried over from year to year.

➤ **AU Course Allowance**

Tuition fees are waived for one 6 credit or two 3 credit undergraduate or graduate course(s) or equivalent credit weight per employment year. Tuition reimbursement will be provided upon successful completion for further undergraduate or graduate course(s) up to the maximum of a full load equivalent (30 credits) per employment year. This benefit is also extended to an employee's spouse or dependent(s). Certain fee waivers also apply.

(Refer to Staff Tuition Allowance Policy)

➤ **Discretionary Benefit Fund**

Up to \$1000.00 is available on July 1<sup>st</sup> of each year (prorated by hire date after July 1<sup>st</sup>). Funds can be deposited into a Healthcare Spending (HSA), Professional Development Fund (PD), or Cash Payment, or split between these three options.

HSA – wide range of health-related expenses over and above what is included under the core Blue Cross plan (non-taxable).

If funds are not allocated within the specified timeframe, they will default to the PD fund.

➤ **Employment Insurance (EI)**

A statutory requirement, both employee and AU contribute to an annual maximum.

➤ **Parking**

For staff located in Athabasca, free outdoor parking and plug-ins.

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### Holidays

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New Year's Day

Family Day

Good Friday

Easter Monday

Victoria Day

Canada Day

Civic Holiday

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

In addition to the above, staff are paid 3 float days between Christmas Day and New Year's Day (AU closure)

**Premium Rates - President**

	Monthly Rates	
	Single	Family
<b>Alberta Health Care:</b>	\$ -	\$ -
<b>Alberta Blue Cross:</b>		
Dental Care	\$ 63.34	\$ 191.50
Extended Health Care	\$ 105.26	\$ 244.42
Vision Care	\$ 14.08	\$ 42.18

AIG:	Monthly Rate
AD&D and Group Business Travel Ins. \$ 50,000.00 / \$ 200,000.00 coverage	\$ -

Manulife:		Monthly Rate
Group Life Insurance	2 x Annual Salary (max. \$500,000) coverage	0.176/\$1,000
Spousal / Dependent Life	\$ 10,000.00 / \$ 5,000.00 coverage	\$ 1.680
Long Term Disability	70% of basic earnings per \$ 100 of benefit	\$ 2.331

Optional Life Insurance	Employee & Spouse Maximum	\$	200,000.00
RATES: per \$1,000.00 of Insurance	Male	Female	
Age Band	Smoker	Non Smoker	Smoker / Non Smoker
under 25	0.092	0.046	0.038 / 0.022
25 to 34	0.095	0.049	0.040 / 0.024
35 to 39	0.102	0.050	0.062 / 0.038
40 to 44	0.150	0.077	0.093 / 0.056
45 to 49	0.263	0.131	0.154 / 0.093
50 to 54	0.495	0.248	0.259 / 0.156
55 to 59	0.845	0.423	0.420 / 0.252
60 to 64	1.229	0.612	0.670 / 0.402
65 to 69	1.848	1.138	0.964 / 0.599

Universities Academic Pension Plan (UAPP):	Rate
2016 YMPE = Yearly Maximum Pensionable Earnings	under YMPE 11.91%
= \$ 54,900.00	over YMPE to \$ 160,970.00 15.41%
	over \$ 160,970.00 1.770%
<b>Canada Pension (CPP)</b>	to annual maximum of \$ 2,544.30 4.95%
<b>Employment Insurance (EI)</b>	to annual maximum of \$ 955.04 1.88%
<b>Income Tax – Personal Exemption</b>	<b>Federal</b> \$ 11,474.00
	<b>Provincial</b> \$ 18,451.00

Updated : August 2016

NOTE: Premiums for health and life benefits are 100% paid by AU for full-time employees and cost-shared for part-time employees (for employees with Alberta Blue Cross benefits, there is a monthly benefit deduction processed on each pay). Optional benefits are 100% employee paid.



This guide contains a summary of eligible Professional Development Allowance reimbursements for administrating staff travel or expense reports (claims). Although the list is wide-ranging it may not cover a non-routine item for a particular staff member based on their position duties, therefore in some instances a case by case adjudication may be necessary keeping in mind assessment of eligibility should be consistent amongst positions.

#### **AUFA members and Excluded Staff members:**

Eligible expenditures must relate to the individual's present responsibilities for instructional, research, or professional university duties. The eligible expenditures (receipts are required) are in the nature of:

- Books, manuscripts or professional magazines and subscriptions.
- Travel or local expenses related to professional development or research activities (example, seminar or workshop).
- Membership dues in professional associations or learned societies.
- Tuition fees for formal courses or programs of study provided by educational institutions, relating to the individual's present responsibilities for instructional, research, or professional University duties.
- Information and communication technology [ICT] equipment and peripheral items such as:
  - microcomputer (laptop or desktop), monitor (specifically stated on product specifications, not only having monitor capabilities), book reader, tablet, smartphone (but not the monthly charges),
  - printer and printer ink, modem (internal or external), keyboard, mouse, docking station,
  - specific operating software, disk drive, additional memory,
  - and a standard fax and or answering machine where staff are authorized to work off campus.

*Note: If the value of ICT item(s) purchased is more than \$250 (net of gst) the staff member is required to complete and sign an 'Assignment of PD funds to Purchase Micro Computer Equipment' form (available from Financial Services website) and sent the form with their receipts in order to process their Travel and Expense Report.*

The non-eligible expenditures are in the nature of:

- Non-essential software
- Office furniture and equipment
- Office supplies
- Tuition fees, formal courses, membership dues, seminars, books, workshops or other expenditures that do not relate to the individual's present responsibilities for instructional, research, or professional university duties.
- Smart Watches or equivalent

#### **CUPE members:**

Eligible expenditures (receipts are required) must relate to the individual's tutoring duties and responsibilities.

- Books, manuscripts or professional journals and subscriptions.
- Membership dues in professional associations or learned societies, library fees.
- Conference registration fees and related expenses.
- Course registration fees and related expenses for formal courses or programs of study provided by educational institutions.

- **Equipment.** Examples are an ergonomic chair, corner computer workstation, telephone, modems (internal or external to PC), computer hardware, fax machine if used for tutoring.