

**Contract of Employment
for the President and Vice-Chancellor
of the University of Windsor**

This Agreement is made by and between

**the University of Windsor
(hereafter "the University")**

and

**Robert John Gordon
(hereafter "the President")**

WHEREAS pursuant to its power under *The University of Windsor Act, 1962-63* and *The University of Windsor Act, 1968-69*, the University's Board of Governors (hereafter "the Board") hereby appoints and the University employs Robert John Gordon as President and Vice-Chancellor of the University of Windsor effective September 1, 2019;

AND WHEREAS the parties wish to establish the terms and conditions pursuant to which the Board appoints and the University employs the President;

NOW THEREFORE in consideration of the mutual covenants contained herein, it is agreed as follows:

1. Pursuant to its power under *The University of Windsor Act, 1962-63* and *The University of Windsor Act, 1968-69*, the Board hereby appoints and the University employs Robert John Gordon as President and Vice-Chancellor of the University of Windsor commencing September 1, 2019.
2. In carrying out the duties and responsibilities of his office, the President shall be subject to the advice and direction of the Board, and to *The University of Windsor Act, 1962-63* and *The University of Windsor Act, 1968-69*, and the by-laws of the Board and of the Senate of the University of Windsor, all as may be amended from time to time.
3. The President warrants that he has the skill, ability and qualifications to perform the duties as President and Vice-Chancellor of the University. Furthermore, the President warrants that the personal information provided to the Board during the hiring process is accurate.
4. The President shall devote the whole of his time, attention and ability to the business of the University, and shall well and faithfully serve the University and shall use his best efforts to promote the interests of the University. The President shall not, without the prior written approval of the Executive Committee of the Board, engage in any activity which interferes with the obligations hereunder, whether or not such activity is pursued for gain, profit or other pecuniary advantage. The President shall devote his full time to the office of President and Vice-Chancellor, subject to reasonable time for pursuit of his own interests provided those interests do not conflict with the University's interests. The President will only be permitted to accept appointments to non-University related directorships or membership on boards with the written consent of the Board.

5. The President shall be bound by and shall faithfully observe and abide by all the policies, procedures, rules and regulations of the University from time to time in force which are brought to his notice or of which he should reasonably be aware.
6. The initial term of this Agreement shall be six (6) years commencing September 1, 2019 and terminating August 31, 2025, subject to prior termination pursuant to this Agreement. In accordance with Senate Bylaw 15, this Agreement shall be renewable for a further period or periods on terms mutually agreeable between the parties. The word "Term" used in this Agreement means the period of time during which he is the President of the University.
7. As a condition precedent to this Agreement, and within one (1) month of the date of execution of same, the President shall have a comprehensive medical examination by a medical practitioner mutually agreed by the parties and paid for by the University. The purpose of this medical examination is to confirm that, in the opinion of the medical practitioner, the President is medically fit to perform the duties of President and Vice-Chancellor. The parties confirm that it is a *bona fide* occupational requirement of the position that the President be medically fit to perform the duties and responsibilities of the President and Vice-Chancellor with accommodation as required by law.
8. The President's annual salary effective the date of this Agreement is \$360,275. This salary will be paid in equal semi-monthly instalments subject to deductions such as taxes and benefits premiums as may be required by law or by contract. The President's salary will be adjusted annually commencing May 1, 2020 (and made effective on May 1 of each year) as approved by the Board in compliance with the relevant annual salary adjustment provisions of the University's Policy on Executive Compensation (as that Policy exists from time to time) and with applicable legislation from time to time.
9. The Board shall review the President's performance annually utilizing the University of Windsor President Performance Evaluation process as agreed to by the Board and the President. This process shall be completed by the October Board meeting of each year. The Board and the President shall set by mutual agreement goals and objectives for each fiscal year. Commencing May 1, 2020, the President will be eligible for consideration of an annual performance bonus, at the discretion of the Board upon recommendation of the Executive Committee, in compliance with the relevant performance-related pay provisions of the University's Policy on Executive Compensation (as that Policy exists from time to time) and with applicable legislation from time to time.
10. During the President's Term, and during any subsequent administrative leave (if any), he shall be eligible for the following benefits:
 - (a) accrual of pension benefits under the University of Windsor Retirement Plan for Faculty and Certain Employees pension fund, (the "Plan");
 - (b) short-term and long-term disability, life, accidental death and dismemberment, dental, vision, drugs, semi-private hospital care, extended health services, out of province health care, with 100% of the premiums paid for by the University; and
 - (c) such other benefits as may be mutually agreed by the parties;all in compliance with the relevant benefit provisions of the University's Policy on Executive Compensation (as that Policy exists from time to time) and with applicable legislation from time to time.

11. In addition to the regular Plan, the University agrees to arrange for the President to be paid annually a retirement income pension supplement (the "Supplement"). The amount of the Supplement to be paid annually in equal monthly payments shall be such that the total annual pension (Plan plus Supplement) is equal to \$10,833 times the total number of years served as President from September 1st, 2019, and time spent on administrative leave (if any). It shall be calculated as follows:
 - (a) Determine the amount equal to the Minimum Guarantee Benefit, as defined under the Plan (i.e. the defined benefit component of the Plan) that would be payable from the Plan, in the normal form thereunder, if such amount were determined without reference to the limitation imposed by the *Income Tax Act* (Canada) and regulations thereunder on payments made from the Plan.
 - (b) Determine the amount of the Supplement by subtracting the amount in (a) from the total annual pension that would be due based upon the above calculation of total annual pension.

The pension payable under the Supplement shall commence at the same time and be paid in the same form as the pension under the Plan. The cost of providing the Supplement shall be paid by the University. Both the Plan and the Supplement will be indexed as per the Plan.

12. The University agrees to provide as the President's residence, 197 Sunset Avenue, Windsor, Ontario. The University will maintain the residence and the grounds in a good state of repair, pay for all utilities, including reasonable expenses for internet access and telephone service, and keep the residence properly insured. The University will pay for eight (8) hours of housekeeping services per week and for additional housekeeping services directly associated with University functions held at the President's residence. The President shall be responsible for furnishing the residence and shall make appropriate arrangements for the insurance of his and his family's personal property at the residence.
13. The University shall provide the President with a monthly car allowance of \$1,000.
14. The University will reimburse the President for reasonable travel and entertainment expenses incurred while actively carrying out his job duties and related University functions provided such expenses are documented, submitted in accordance with University policy and authorized by the Board Chair.
15. The University will bear all reasonable moving expenses of the President regarding moving his residence from Guelph, Ontario to Windsor to a maximum of \$10,000.00, provided that such expenses shall be limited to travel costs and costs for moving personal belongings.
16. After the end of President's appointment, the University will bear all reasonable costs of moving the President from 197 Sunset to another address in Windsor or elsewhere to a maximum of \$10,000.00 unless he is going to another job where his new employer will cover such expenses. This provision does not apply if the Term ends pursuant to paragraph 22 of this Agreement.
17. The University at its expense shall provide the President with all necessary electronic equipment for carrying out his duties.
18. The President shall be entitled to six (6) weeks paid vacation per year. Unless otherwise approved by the Chair of the Board, this vacation shall not accumulate from year to year.

19. In addition to the vacation entitlement prescribed in paragraph 18 of this Agreement and as permitted by law, during the Term the President will accumulate entitlement to a paid administrative leave at the rate of one and six-tenths (1.6) months' leave for each year of employment. This leave may be taken by the President at the end of the term of his appointment. For greater certainty, payments in lieu of administrative leave may not be made.
20. Upon appointment, the Chair of the Board shall request the Senate to recommend that the President be appointed to the rank of Professor with tenure in the University's Faculty of Science. The President acknowledges and agrees that he may lose such professorial position in the event that the Term ends pursuant to paragraph 22 of this Agreement. In the event the President continues as a member of the Faculty of Science after the Term, the President and the Board will determine the position he will hold, his duties, and a compensation package commensurate with those responsibilities.
21. This Agreement may be terminated prior to August 31, 2025 by:
- (a) mutual agreement of the parties;
 - (b) resignation by the President upon eighteen (18) months' written notice to the University;
 - (c) upon the occurrence of the Disability of the President by the University providing the President with termination notice and benefits during such notice, or pay and benefits in lieu thereof, and severance, or some combination thereof, in compliance with the Ontario *Employment Standards Act, 2000*. For purposes of this paragraph, "Disability" means the President's inability to substantially fulfil his duties as President for a continuous period of six (6) months or more or the President's inability to substantially fulfil his duties as President for an aggregate period of six (6) months or more during any consecutive twelve (12) month period (provided the University has fulfilled obligations under the Ontario *Human Rights Code*); and if there is any disagreement between the University and the President (or his personal representative, as the case may be) as to the President's Disability or as to the date any such Disability began or ended, the same shall be determined by a physician mutually acceptable to the University and the President whose determination shall be conclusive evidence of any such Disability and of the date any such Disability began or ended (provided that if the University and the President are unable to identify a mutually acceptable physician who will make such a determination, the issue shall be resolved by arbitration in accordance with paragraph 23 of this Agreement); or
 - (d) without just cause by the University providing the President:
 - (i) with twelve (12) months' notice of termination and the continuation of benefits for such notice period in accordance with the relevant benefit plan(s), or twelve (12) months pay and benefits in accordance with the relevant benefit plan(s) in lieu thereof, or some combination thereof; or
 - (ii) with notice of termination equivalent to the amount of time remaining until the end of the initial term as set out in paragraph 6 of this Agreement and the continuation of benefits for such period in accordance with the relevant benefit plan(s), or pay for such period and benefits in accordance with the relevant benefit plan(s) in lieu thereof, or some combination thereof;whichever is less.

22. This Agreement may be terminated without notice for just cause. For the purposes of this paragraph, just cause for termination shall be deemed to include, but shall not be restricted to, the following:
- (i) if the President has intentionally disregarded or disobeyed any reasonable order or instruction of the Board;
 - (ii) if the President has made any material misrepresentation of his personal information, qualifications and/or education;
 - (iii) if the President has been convicted of any criminal offence which adversely affects the reputation of the University; or
 - (iv) if the President is absent from work for any unreasonable period of time without notifying the University and/or without reasonable explanation.



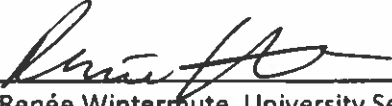

It is expressly understood and agreed that any act which although providing grounds for termination for cause does not result in dismissal shall not operate as a waiver by the University of its right to terminate for cause in the event that the act is repeated.

23. Any disagreement or dispute relating to the terms or application of this Agreement shall be submitted to and settled by private arbitration by either a single arbitrator to which the University and the President agree or, failing agreement, by three (3) arbitrators, one (1) of whom shall be appointed by the University, one (1) by the President, and the third (3rd) by agreement of the other two (2). Any such arbitration shall proceed under and be governed by the provisions of the *Arbitrations Act, 1991* (Ontario), provided that the expenses of the arbitral tribunal shall be paid as to eighty percent (80%) by the University and as to twenty percent (20%) by the President subject only to the following: in the event that there are three (3) arbitrators, the costs of the one (1) arbitrator appointed by the University shall be paid as to one hundred percent (100%) by the University and the costs of the one (1) arbitrator appointed by the President shall be paid as to one hundred percent (100%) by the President.
24. The President shall not, while employed by the University, nor thereafter, directly or indirectly, without the approval of the Board:
- (i) disclose or use, directly or indirectly, any secret or confidential information, knowledge or data of the University to the detriment of the University howsoever obtained;
 - (ii) divulge to any person, firm or corporation any invention, process, technique, program, service of the University, or any other confidential information, patent application, copyright, trademark or trade secret acquired as a result of his employment or in the course of his employment; or
 - (iii) divulge to any person, firm or corporation any of the confidential financial affairs of the University.
25. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of the prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

26. Any purported waiver of any default, breach or non-compliance under this Agreement shall not be effective unless in writing and signed by the party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other party. The waiver by a party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).
27. The following paragraphs in accordance with their respective terms shall survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: paragraphs 16, 19 and 20, and paragraphs 23 to 32 inclusive.
28. This Agreement shall be governed, interpreted and construed in accordance with the laws in force in the Province of Ontario and the federal laws of Canada applicable therein.
29. This Agreement and other documents incorporated herein by reference constitute the entire agreement between the parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.
30. No amendment of this Agreement shall be effective unless made in writing and signed by both parties.
31. Time shall be of the essence of this Agreement in all respects.
32. This Agreement shall enure to the benefit of, and be binding on, the parties and their respective personal representatives, heirs, administrators, executors, and successors. The President shall not assign or transfer, whether absolutely, by way of security or otherwise, all or any part of the President's rights or obligations under this Agreement without the prior consent of the University, which may be arbitrarily withheld.
33. The President acknowledges that he has read and understood this Agreement, has been advised by the University to seek independent legal advice, and has been given the opportunity to seek and obtain such advice before signing this Agreement.

Signing page
of the
Contract of Employment
for the President and Vice-Chancellor of the University of Windsor

IN WITNESS WHEREOF the University and the President have executed this agreement as of the 24 day of May, 2019, to be effective September 1, 2019.

		UNIVERSITY OF WINDSOR:
 _____		 Per: _____ Mr. William Willis, Chair, Board of Governors
		 _____
		Renée Wintermute, University Secretary
 _____		_____
Witness		