

EXECUTIVE EMPLOYMENT AGREEMENT

BETWEEN:

DR. ALEXANDER M. CLARK
(hereinafter referred to as the "Executive")

AND:

**THE GOVERNORS OF ATHABASCA UNIVERSITY
AND ATHABASCA UNIVERSITY**
(hereinafter referred to as the "University")

WHEREAS:

- I. Athabasca University is a public post-secondary institution as defined in the *Post-Secondary Learning Act* (Alberta) (the "Act");
- II. the Governors of Athabasca University were established pursuant to the *Athabasca University Regulation* and are a "board" within the meaning of the Act;
- III. the University wishes to appoint the Executive the position of President of Athabasca University and the Executive wishes to accept that appointment on the terms set out in this agreement (the "Agreement").

NOW THEREFORE in consideration of the mutual obligations, promises, and covenants of the parties hereto, the parties hereto hereby agree as follows:

1. APPOINTMENT AS PRESIDENT

- a. Pursuant to section 81 of the Act, the University appoints the Executive to the office of President of Athabasca University ("President") effective February 1, 2023 (the "Effective Date"), and the Executive accepts such appointment and office on the terms and conditions set out in the Agreement.
- b. The Executive will report to the Governors of Athabasca University, and will perform the duties and responsibilities normally expected of a president of a post-secondary institution, including, without limitation, as set out in the Act and other applicable legislation. The Executive will also perform all duties or responsibilities assigned to him from time-to-time by the University, provided those duties and responsibilities are reasonable and consistent with the Executive's role and position of President.
- c. The Board grants and delegates to the Executive 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 as Appendix "A".
- d. Within 6 weeks of the commencement of the Executive's employment under this Agreement, the Executive and the University will discuss priorities, goals and activities with regard to the Executive's performance in his role as President. Following their discussions, the University will, at its sole discretion, establish priorities, goals and activities by which to measure the Executive's performance (the "Performance Targets") and communicate them to the Executive. Prior to the end of each calendar year, the Board may amend the

Performance Targets at its sole discretion. The Board will communicate the Performance Targets to the Executive on an annual basis.

- e. The establishment of Performance Targets and the review of the Executive's performance will 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.

2. TERM AS PRESIDENT

- a. Unless terminated earlier in accordance with this Agreement, the Executive will hold the office of President of Athabasca University from the Effective Date until December 31, 2027 (the "Term End Date").
- b. Unless extended by proper written agreement between the Executive and the University, or unless terminated earlier in accordance with this Agreement, the Executive's appointment and office as President will end and terminate for all purposes on the Term End Date. Following the Term End Date, except as expressly set out in this Agreement, the Executive will no longer have any of the duties and responsibilities arising from his office as President, and the University will have no further obligations to the Executive other than for unpaid Base Salary to the Term End Date, any applicable Administrative Leave accrued and properly owing, any outstanding reimbursements for approved expenses incurred prior to the Term End Date, and accrued vacation pay properly owing to the Executive to the Term End Date.
- c. If the Executive wishes to continue as President following the Term End Date, he must provide the University with written notice to that effect at least 18 months prior to the Term End Date. Upon receiving such notice from the Executive, the University may, but is not obligated to, commence negotiations with the Executive regarding appointment of the Executive to a new term as President of Athabasca University, however the University must advise the Executive of the University's intentions regarding engaging in such negotiations by no later than 12 months prior to the Term End Date.
- d. Notwithstanding any other provision of this Agreement, the Executive expressly acknowledges and agrees that the University has no obligation to appoint the Executive to a new term as President following the Term End Date unless and until a proper agreement between the President and the University is completed and fully executed by the University and the Executive.

3. COMPENSATION, BENEFITS, EXPENSES, AND VACATION

- a. The Executive acknowledges that his remuneration and future remuneration changes are or may be constrained, limited, and may be reduced by or as a result of legislation, including *inter alia*, the *Reform of Agencies, Boards and Commissions Compensation Act* (Alberta), the *Reform of Agencies, Boards and Commissions (Post-secondary Institutions) Compensation Regulation* (Alberta), the *Salary Restraint Regulation*, and the applicable Guidelines and Ministerial Orders thereunder.
- b. The Executive will be paid an annual base salary of \$325,000.00 (the "**Base Salary**"), which will be paid in accordance with the University's usual payroll practices. The Base Salary will be paid less all statutorily required deductions and remittances. The Base Salary may be adjusted from time-to-time by the University, in which case this Agreement will be read to incorporate the adjusted Base Salary.

- c. Commencing with the commencement of his employment with the University, and subject to the applicable plans, policies, or contracts, which may be amended from time-to-time, the Executive will receive all employee health and other benefits and coverages normally provided to employees at the Executive's level.
- d. The Executive will be entitled to participate in the Universities Academic Pension Plan on the terms and conditions specified in the Universities Academic Pension Plan (Alberta) ("UAPP"), as amended from time to time, and will receive payment in lieu of a Supplemental Pension Benefit ("SRB"). The total value of these benefits provided to the Executive will be no greater than the maximum contribution rate allowed under the *Income Tax Act* (Canada). For clarity, the value of these benefits is determined based on the cost of the University's contributions to UAPP and the amount of the SRB.
- e. The University will pay to the Executive a monthly vehicle allowance in the gross amount of \$500.00, less withholdings required by law.
- f. The University will provide the Executive with parking at his primary work location.
- g. The University will pay the Executive's reasonable costs of transportation between Edmonton and the Town of Athabasca and the University will provide the Executive with a University of Athabasca fleet vehicle for his use in and around the Town of Athabasca.
- h. The University will reimburse the Executive for travel and other expenses actually and reasonably incurred in the performance of the Executive's duties on behalf of the University in accordance with the Government of Alberta's Travel, Meal and Hospitality Expenses Policy.
- i. The Executive will receive 8 weeks of paid vacation per calendar year in accordance with and subject to the University's Vacation Policy. All of the Executive's accrued vacation must be taken in the year in which it is accrued, and the University can direct the President to take vacation. Any accrued but unused vacation will be paid to the Executive at the end of the year.
- j. The Executive will be eligible for general leave days and leaves of absence in accordance with the *Reform of Agencies, Boards and Commissions (Post-secondary Institutions) Compensation Regulation*, its Guidelines or as may be established, amended or replaced from time to time, and the University's applicable policies and procedures for non-bargaining unit employees, as may be established, created or amended from time to time by the University at its sole discretion.
- k. The executive will be eligible for reimbursement of legal and accounting/taxation advice fees associated with review of this and any subsequent agreements to a maximum of \$5,000.00 upon the Executive's provision of invoices or receipts arising from the same.
- l. The Executive will receive an annual Research and Professional Development Stipend/Account (the "RPDS") to support professional development and research-related expenses in the amount of \$15,000.00, less withholdings if any are required by law. The RPDS will be used to advance the Executive's academic or scholarly research, education and training. The RPDS will be paid on a reimbursement basis to the Executive upon his provision of invoices or receipts, and may not be paid out in cash in lieu. Should the Executive cease to be employed by the University in the role of President on the Term End Date or an earlier date in accordance with this agreement, the RPDS will be cancelled net of any outstanding accumulated expenses.

4. RELOCATION AND RESIDENCY

- a. The Executive is required to maintain an active residence in the Town of Athabasca, Alberta. Within 10 months of the Effective Date, the Executive will relocate accordingly. Upon the completion of the Executive's relocation to the Town of Athabasca, the University will reimburse the Executive for reasonable expenses associated with such relocation (including the purchase of new office furniture and equipment), as determined by the University, in accordance with the University's policies and procedures, as amended from time to time at the University's sole discretion. In no circumstances will the reimbursement be greater than what is set out in the *Public Service Relocation and Employment Expenses Regulation* (Alberta).
- b. The University will provide a furnished residence to the Executive (the "Residence") in or around the Town of Athabasca, which must be deemed acceptable by the Executive, acting reasonably. The University may purchase or rent the Residence as the University deems appropriate.
- c. The University will pay the costs of obtaining and maintaining the Residence, including rent, normal maintenance, and utilities, housecleaning service, a security system, and high speed internet. The University will ensure that the building and grounds of the Residence are properly maintained. The Executive will not renovate or make any changes to the structure or appearance of the Residence without the express written approval of the University. The Executive will be responsible for and liable to the University for the costs of any repair or remediation to the Residence arising from damage to the Residence caused by the gross negligence or a willful act of the Executive or any person that he permits to enter the Residence.
- d. From the Effective Date until the Executive's Residence is available to the Executive, the University will provide reasonable reimbursement to the Executive of accommodation and living expenses.
- e. The University, in accordance with its usual practices, will obtain all necessary insurance in respect of the Residence and University property contained therein. The Executive will obtain personal insurance for any loss or damage in respect of any property contained at the Residence that is not property of the University.
- f. The Executive will not pay rent to the University for the portion of the Residence that the Executive and his family occupy for personal use, provided the fair market value of that use does not exceed \$20,000.00 *per annum*. This will be treated as a taxable benefit.
- g. The Executive will vacate the Residence within 8 weeks of the conclusion of his employment and office as President. When the Executive vacates the Residence, the Executive will leave the Residence in good repair and in a clean state. The Executive will not leave any property in the Residence that is not property of the University when he vacates the Residence.

5. ADMINISTRATIVE LEAVE

- a. The Executive will accrue 10.4 weeks of Administrative Leave per completed year of service as President, to a maximum of 52 weeks' accrued Administrative Leave under this Agreement.

- b. In the event that the Executive elects to maintain a faculty position following the expiration of his employment and his appointment as President, the accrued Administrative Leave will be offered to the Executive upon the Term End Date.
- c. The salary to be paid to the Executive during the Administrative Leave will equal the Base Salary. The Executive will also continue to receive Health Benefits, pension entitlements and vacation entitlements in accordance with this Agreement during the Administrative Leave.
- d. The Executive will forfeit any and all Administrative Leave accrued under this Agreement if any one of the following events occur:
 - i. the Executive does not assume a faculty position following the Term End Date, subject to the Parties entering into a new agreement governing the appointment of the Executive for a new term, in which case any Administrative Leave accrued under this Agreement may be postponed and offered to the Executive upon the expiration of the new agreement;
 - ii. the Executive's appointment as President under this Agreement is terminated during the Term by the University for just cause; or
 - iii. the Executive resigns from his appointment as President under this Agreement during the Term.
- e. In the event that the Executive's appointment as President under this Agreement is terminated before the Term End Date without just cause, the Executive will be provided with payment in lieu of Administrative Leave accrued up to and including the date of termination.

6. PROFESSORSHIP

- a. Subject to the terms and conditions hereof, the Executive will also hold an appointment as a tenured Professor in the Faculty of Health Disciplines with the University, provided however that so long as the Executive continues to hold the office of President, the Executive will not be entitled to any compensation, benefits or rights under any applicable Collective Agreement or otherwise, nor be expected to perform any duties, with respect to the appointment as a Professor.
- b. Upon termination of his employment and office hereunder with or without just cause, or upon the Executive's resignation, or following the Term End Date, the Executive will forthwith commence duties as a full-time Professor in the Faculty of Health Disciplines at the University. Remuneration for the Executive in these circumstances will be commensurate with his qualifications and experience, and in any event will not be less than \$229,000.00 *per annum*.

7. OBLIGATIONS OF THE EXECUTIVE

- a. The Executive agrees that he will become ordinarily resident in the Town of Athabasca, Alberta within 12 months of the Effective Date, and he will maintain such residency throughout his employment pursuant to this Agreement. The Executive further agrees that from the Effective Date, he will be personally present and working at the University of Athabasca's campus and facilities in the Town of Athabasca, Alberta, on at least 10 business days every month.

- b. The Executive agrees to devote his full working time and attention to the University in accordance with the Act and will exert his best efforts, knowledge, skill and energy to the performance of the required duties and responsibilities. The Executive will not, without obtaining the prior written consent of the University, assume any other employment or engage in any other business venture or occupation or become a director, officer, employee, agent or consultant, whether paid or unpaid, for any other business, company, organization or individual while in the employ of the University. The Executive advises and represents that other than the roles and positions set out in Appendix "B" to this Agreement, he does not hold any role or position that would require prior written consent from the University pursuant to this section.
- c. The Executive acknowledges that during his employment with the University he will have access to confidential and proprietary information, including without limit information about the University's students, faculty, staff, operations, business models, and facilities, the disclosure of which could be harmful to the interests of the University. The Executive agrees that the Executive has taken and will take appropriate precautions to safeguard the confidential information of the University. The Executive further agrees that he will not disclose or make use of any confidential information of the University for any purpose other than the business and operations of the University. The provisions of this section will survive the termination or expiration of this Agreement.
- d. The Executive acknowledges and confirms that the University will be entitled to own and control all proprietary technology, and financial, operating, and training ideas, processes, and materials, including works of expression and all copyrights in such works, that are developed, created or conceived by the Executive that arise, directly or indirectly, from the Executive's employment with the University:
 - i. on or with University equipment, supplies, facilities, funds, information, trade secrets or confidential information;
 - ii. as a result of or suggested by any tasks assigned to the Executive or any work performed by the Executive for or on behalf of University or any of its faculty, staff, students, suppliers, or contracts in the course of the performance of his duties on behalf of the University; or
 - iii. as a result of or suggested by any of the University's confidential information, or University information that you receive, receive access to, obtain or which is otherwise made available to you,

during the course of this Agreement (collectively referred to as "Contract Developments"), to the extent that such Contract Developments relate to the University's current or potential business or undertakings or if such Contract Developments were in any part undertaken in connection with this Agreement or with the University supplied software or equipment or on the premises of the University or its customers or contractors. The Executive agrees that all copyrightable materials generated or developed under this Agreement, including computer programs and documentation, will be owned exclusively by the University. Accordingly, the Executive hereby agrees to disclose, deliver, and assign all moral and legal rights associated with such patentable inventions, discoveries, and improvements, trade secrets, and all works subject to copyright, and further agrees to execute all documents, patent applications, and arrangements necessary to further document such ownership and/or assignment and to take whatever other steps may be needed to give the University the full benefit of them.

- e. Upon the expiry of the Agreement or on termination otherwise of this Agreement, the Executive will forthwith deliver or cause to be delivered to the University all books, electronic and paper files, documents, effects, money, information technology, securities or other property belonging to the University or for which the University is liable to others, which are in the possession, charge, control or custody of the Executive. The provisions of this Section will survive the termination or expiration of this Agreement.
- f. The Executive recognizes and understands that in performing his duties and responsibilities as President, he will occupy a position of trust and confidence and as a fiduciary, pursuant to which the Executive has and will develop and acquire wide experience and knowledge with respect to the business carried on by the University and the manner in which such business is conducted. It is the expressed intent and agreement of the Executive and of the University that such knowledge and experience will be used solely and exclusively in the furtherance of the business interests of the University and not in any manner detrimental to the University. The Executive therefore agrees that, so long as the Executive is employed by the University pursuant to this Agreement, the Executive will not engage in any practice or business that competes, directly or indirectly, with the business of the University. The Executive further agrees that the Executive's fiduciary duties will survive the termination of the Executive's employment for any reason.
- g. The parties hereto acknowledge and agree that the University would suffer irreparable injury in the event of any breach by the Executive of the confidentiality obligations in this section. Accordingly, the Executive hereby acknowledges and agrees that damages would be an inadequate remedy at law in connection with the breach and that the University is therefore entitled, in addition to any action for damages, to temporary and permanent injunctive relief enjoining and restraining the Executive from any such breach.
- h. The Executive will truly and faithfully account for and deliver to the University all money, securities and things of value belonging to the University, which the Executive may from time to time receive for, from, and on account of the University.
- i. The Executive will be bound by and will faithfully observe all applicable laws and regulations [including but not limited to the *Conflicts of Interest Act (Alberta)*] and the rules, regulations and policies of the University as they may be amended or created from time to time, including but not limited to the Code of Conduct for Members of the University Community.
- j. The Executive must conduct himself impartially at all times and avoid real and apparent conflicts of interest, and make all necessary and applicable disclosures mandated by the *Conflicts of Interest Act (Alberta)* as amended from time to time and as contained in the University's Code of Conduct for Members of the University Community as promulgated, and as amended from time to time.
- k. The Executive acknowledges and agrees that the benefits and payments provided for pursuant to this Agreement constitute good and sufficient consideration for the agreement to the terms hereof, including the restrictions set out in this section. The Executive hereby freely agrees that all restrictions contained in this section are reasonable, valid and necessary protections of the University's proprietary interests and hereby waives any and all defences to the strict enforcement thereof by the University.

8. CONCLUSION OF EMPLOYMENT

- a. Notwithstanding the following provisions of this section 8, and unless terminated earlier in accordance with this section 8, the office and employment of the Executive will end and terminate subject to and in accordance with the provisions of section 2 of this Agreement upon the Term End Date, and in that case, the Executive will not be entitled to any notice of termination or payments pursuant to this section 8.
- b. Subject to section 6 of this Agreement, the University may dismiss the Executive from his employment and office as President at any time without notice of dismissal or compensation in lieu of notice of dismissal if the University has just cause to do so in accordance with the common law and the *Employment Standards Code* (Alberta).
- c. Without limiting the foregoing, failure to comply with the Code of Conduct for Members of the University or other University policies will constitute just cause for dismissal.
- d. Subject to section 6 of this Agreement, the University may terminate the employment and office of the Executive without just cause and without advance notice at any time during the first 3 months following the Effective Date upon the payment to the Executive of a lump sum equal to the value of 9 months of the Base Salary (the "Probationary Severance Payment").
- e. If the University has not terminated the employment and office of the Executive without just cause pursuant to subsection 8.d above within 3 months following the Effective Date, the University cannot terminate the employment and office of the Executive without just cause until a date that is more than 18 months following the Effective Date.
- f. Subject to section 6 of this Agreement, the University may terminate the employment and office of the Executive without just cause more than 18 months following the Effective Date upon the payment to the Executive of a payment equal to the value of 9 months of the Base Salary plus the value of an additional 3 weeks of the Base Salary for each completed year of service (the "Standard Severance Payment").
- g. On termination, whether with or without just cause, the Executive will also receive payment of all unpaid Base Salary to the termination date, any outstanding reimbursements for approved expenses incurred to the termination date, accrued vacation pay properly owing to the Executive to the termination date, and any other compensation that is owed to the Executive pursuant to the express terms of this Agreement.
- h. The Executive may resign from his employment and office at any time by providing 4 weeks advance written notice to the University (the "Resignation Notice Period"). The University may, at its sole discretion, require the Executive to work for all part, or none of the Resignation Notice Period. Regardless of whether the Executive is required to provide services to the University during the Resignation Notice Period, the Executive will remain an employee of the University during the Resignation Notice Period, and as such the Executive will continue to receive pay and benefits for the duration of the Resignation Notice Period except as otherwise set out in this Agreement.
- i. The Executive acknowledges and agrees that payment to him of the required Severance Payment (meaning either the Standard Severance Payment or the Probationary Severance Payment, as applicable) will fully and completely satisfy all obligations of the University to provide the Executive with statutory or common law notice of dismissal and/or compensation in lieu of notice of dismissal and/or severance on dismissal of the Executive;

and upon receipt of the required Severance Payment, the University will have no further obligations or liabilities to the Executive in respect of his employment with the University and the termination of that Employment except as expressly set out in this Agreement.

- j. If the Executive becomes employed with either the Crown or a Public Agency during the Severance Period (including with the University), the Executive will repay to the University a portion of the Severance Payment equal to the amount of salary, before mandatory deductions and benefits, earned in respect of the Executive's new employment during the Severance Period, to a maximum of the Severance Payment, before mandatory statutory deductions, paid in respect of the portion of the Severance Period for which the Executive is employed.

In this section:

"Severance Period" means the period starting the day after termination of the Executive's employment, and ending after the period of time determined under subsection 8(d) or 8(f), as applicable, in respect of which severance is payable.

"Public Agency" means a public agency to which the *Alberta Public Agencies Governance Act* applies.

- k. The Executive's employment with the University will end upon the Executive's death. In that case, the Executive's estate will only be entitled to unpaid Base Salary up to the date of the Executive's death, any outstanding reimbursements for approved expenses incurred up to the date of the Executive's death, and accrued vacation pay properly owing to the Executive up to the date of the Executive's death.
- l. **THE EXECUTIVE ACKNOWLEDGES THAT THIS SECTION OF THIS AGREEMENT LIMITS THE EXECUTIVE'S RIGHTS TO COMMON-LAW NOTICE OF TERMINATION OF EMPLOYMENT OR TO BE COMPENSATED FOR THE UNIVERSITY'S FAILURE TO THE EXECUTIVE WITH COMMON-LAW NOTICE OF TERMINATION OF EMPLOYMENT. THE EXECUTIVE HEREBY EXPRESSLY WAIVES AND AGREES TO WAIVE ALL SUCH COMMON-LAW RIGHTS AND ENTITLEMENTS, AND THE EXECUTIVE CONFIRMS AND AGREES THAT UPON HIS/HER RECEIPT OF THE NOTICE AND/OR PAYMENTS TO WHICH HE/SHE IS ENTITLED PURSUANT TO THIS SECTION, THE UNIVERSITY WILL HAVE NO FURTHER OBLIGATIONS OR LIABILITY TO THE EXECUTIVE PURSUANT TO THE COMMON LAW OR THE EMPLOYMENT STANDARDS CODE IN RESPECT OF THE TERMINATION OF THE EXECUTIVE'S EMPLOYMENT.**

9. INDEMNITY

- a. Subject to section b below, the University will defend, indemnify and save harmless the Executive from and against all losses, damages, liabilities, fines, penalties, costs and expenses arising from any demand, claim, action, proceeding or order whatsoever (a "Claim") made or brought against the Executive directly or indirectly, to the extent that such Claim related to or arises as a result of or in connection with the Executive's performance of his obligations under this Agreement, except to the extent that such Claims result from the Executive's gross negligence and/or willful misconduct. The provisions of this Section will survive the termination or expiration of this Agreement.
- b. The University agrees to indemnify and save the Executive harmless from and against all demands, Claims, costs, charges and expenses, including any amount paid to settle an

action or satisfy a judgment, reasonably incurred by the Executive in respect of any civil, criminal or administrative action or proceeding to which the Executive is made a party by reason of being or having been the President of the University if:

- i. the Executive acted honestly and in good faith with a view to the best interests of the University; and
 - ii. in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Executive had reasonable grounds for believing that the Executive's conduct was lawful.
- c. The provisions of this Section will survive the termination or expiration of this Agreement.

10. GENERAL

- a. In the event that the Executive becomes permanently disabled or disabled for an extended period of time, the University may, at its discretion, employ a temporary or permanent replacement for the Executive. For the purposes of this provision "permanently disabled" means either that a qualified medical professional has certified that the Executive is permanently disabled or that the Executive has missed more than thirty work days in any consecutive three-month period due to illness or disability.
- b. Taxes or other amounts required by law to be deducted from any amount paid pursuant to the Agreement will be withheld by the University and remitted on behalf of the Executive to the Canada Revenue Agency or the appropriate government entity.
- c. All items of any kind or nature created or used by the Executive in the course of his employment, or otherwise furnished by the University, including, but not limited to: sports equipment, computers, smart phones, tablet computers, data, documents, reports, files, software, confidential information or any other property of the University or its members, suppliers, distributors, employees, consultants or agents and in the Executive's possession or control, will be returned to the University, in good condition, promptly upon the termination of the Executive's employment irrespective of the time, manner or cause of termination.
- d. If any terms or conditions of the Executive's employment, including without limitation the Executive's remuneration, title, duties and responsibilities, reporting structure, office, or work location, are changed or modified, such changes will be valid only when in written form signed by the parties hereto. In that case, this Agreement and any schedules hereto will be read to incorporate such changes and modifications.
- e. All employee or other policies and procedures of the University that are expressly or implicitly made binding on the Executive are incorporated into this Agreement and are expressly made terms or conditions of the Executive's employment with the University.
- f. This Agreement, any schedules hereto and any other policies, agreements or plans of the University expressly or implicitly incorporated into this Agreement, or that may be introduced by the University during the term of this Agreement, or any modifications to the terms of employment of the Executive permitted by this Agreement, constitute the entire agreement between the parties to this Agreement and supersede and replace any and all other representations, understandings, negotiations and previous agreements, written or oral, express or implied, including, but not limited to, any prior offers or contracts between the Executive and the University. The parties to this Agreement do not rely on or regard

as material any representations or other agreements not specifically incorporated into and made part of this Agreement.

- g. The terms of this Agreement will supersede the terms of any other agreement, plan, policy or practice of the University where such other plans, policies or practices differ from the terms of this Agreement. To the extent such plans, policies or practices are not amended by this Agreement, the terms of such plans, policies and practices will apply to the Executive's employment with the University. If this Agreement conflicts with any entitlement under any other agreement, plan, policy or practice of the University, or the Indemnity, then the provisions of this Agreement will govern.
- h. Should any court or other decision maker of competent jurisdiction determine that all or any part of this Agreement is invalid or unenforceable, the remaining terms and provisions will not thereby be affected and will be given full force and effect without regard to the invalid provisions.
- i. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and successors.
- j. This Agreement will be governed in accordance with the laws of the Province of Alberta.
- k. Any demand, notice or other communication ("Notice") to be given in connection with this Agreement will be given in writing by personal delivery, by registered mail or by facsimile addressed to the recipient as follows:

To the Executive:

Dr. Alexander M. Clark
Redacted to Protect Personal Information (s.17(1) FOIP)

To the University:

The Governors of Athabasca University
Athabasca University
1 University Drive
Athabasca, AB T9S 3A3
Attention: University Secretary

Valid written notice may also be provided to the Executive by personal delivery.

- l. Notwithstanding the termination of the appointment of the Executive for any reason whatsoever and with or without just cause, or after the Term End Date, the provisions of Sections 6, 7, 7.d.e.f.g.h.k., 8, 9,10.b.c.d.h.i.j., will continue in full force and effect.
- m. The Executive acknowledges that he has read and understood the terms and conditions contained in this Agreement, and that the University has provided the Executive with an

adequate and reasonable opportunity to seek independent legal advice prior to executing this Agreement.

IN WITNESS WHEREOF the Parties have duly executed this Agreement this ____ day of May 2023:

**THE GOVERNORS OF ATHABASCA
UNIVERSITY and ATHABASCA
UNIVERSITY**

per.

Original Signed by Dr. Alex Clark

Original Signed by Byron Nelson

DR. ALEX CLARK

**BYRON NELSON
CHAIR**

Original Signed by Bailey Sousa

WITNESS SIGNATURE

Redacted to Protect Personal Informaiton
(s.17(1) FOIP)

PRINT NAME AND ADDRESS OF WITNESS

APPENDIX "A"



ATHABASCA UNIVERSITY
PRESIDENT EXECUTIVE BRIEF



Organizational Overview—Athabasca University

AU respectfully acknowledges that we are on and work on the traditional lands of the Indigenous Peoples (Inuit, First Nations, Métis) of Canada. We honour the ancestry, heritage and gifts of the Indigenous Peoples and give thanks to them.

For over 50 years, **Athabasca University** (AU) has stood at the leading edge of educational innovation. As an open and online university, it offers flexible enrolment opportunities for lifelong learners who cannot, or choose not to, undertake their post-secondary learning at traditional, on-site institutions. AU learners have the opportunity to interact with fellow learners across Canada and around the world. AU continues to develop courses and programs in established and emerging areas to create knowledge, develop research expertise, meet the needs of career professionals, and foster academic excellence and respect for diverse world views in its graduates.

AU is a public, board-governed, open and online university, operating as a Comprehensive Academic and Research University (CARU) under authority of the Alberta Post-secondary Learning Act. Working as a partner within Campus Alberta, AU is committed to collaborating with other key stakeholders to ensure a seamless and responsive advanced education system that provides and supports high-quality lifelong learning opportunities for residents of Alberta and beyond. ***With over 1,000 team members serving over 40,000 learners in every province and territory of Canada and 92 foreign countries, AU offers approximately 900 courses in over 55 undergraduate and graduate programs in a range of arts, science, and professional disciplines.***

As a CARU, AU is home to a number of Canada Research Chairs, Campus Alberta Innovation Program Chairs, and industry-sponsored research chairs. The university also hosts a UNESCO Chair in Open Educational Resources, one of only two in the world.

As Canada's only open and online university, AU is devoted to the removal of barriers to post-secondary education, providing access to learners regardless of age, gender, educational background, disability, career and family obligations, culture or geographic location. AU has a long-standing practice of working collaboratively with other Canadian and international post-secondary institutions and learning industries and, in 2006, became the first Canadian public university to be accredited in the United States (through the Middle States Commission on Higher Education). Through formal collaborative agreements between AU and Canadian and international post-secondary institutions, professional associations and corporate bodies, learners and professionals make extensive use of AU courses and educational services to advance their education and careers.



Organizational Overview—Athabasca University

In 2018, AU introduced its bold new strategic plan, *Imagine: Transforming Lives, Transforming Communities*. In *Imagine*, AU sets out a leading-edge, best-in-class vision for a digital-first university. It lays the foundation for a university that recognizes and celebrates the diversity of its community. It recognizes that learners come to AU with personal learning goals that arise from their unique backgrounds and experiences, and pledges to provide a seamless and intuitive experience as learners pursue their unique learning journeys. *Imagine* reflects AU's commitment to creating and supporting a growth culture that celebrates success, superior performance, action, and persistence toward AU's vision.

Following the completion of *Imagine: Transforming Lives, Transforming Communities*, AU completed an inclusive campus-wide development process by approving the *Imagine Learning Framework (2018)* to support *Imagine*, and further approved the Integrated Learning Environment (ILE) academic requirements (2019). The ILE will include a modern learning management system, student information system, and student relationship management system, that will enable the full implementation of the *Imagine* learning framework.

Facts at a Glance

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| Established | • Founded in 1970 |
| Budget 2020-21 | • \$156 million |
| AU team members
(as of Sept. 2020) | • 1,146 team members |
| Learner headcount
(2019-2020) | • AU serves over 40,000 learners (over 7,800 full-load equivalents)
• 38,297 undergraduate learners
• 4,556 graduate learners |
| Academic units | • Faculty of Business
• Faculty of Health Disciplines
• Faculty of Humanities and Social Sciences
• Faculty of Science and Technology
• Faculty of Graduate Studies |

To learn more about AU, please visit: athabascau.ca



“

Students do not learn much just sitting in classes listening to teachers, memorizing prepackaged assignments, and spitting out answers. They must talk about what they are learning, write reflectively about it, relate it to past experiences, and apply it to their daily lives. They must make what they learn part of themselves.”

- Arthur W. Chickering





Governance

As set out in the Alberta Post-Secondary Learning Act and the Athabasca University Regulation, AU has a bi-cameral governance structure. The Board of Governors is the senior governing body, but shares academic governance with the General Faculties Council (GFC), the academic governing body.

The University Secretariat provides support for all areas of the Board and GFC, enabling both bodies (and their respective standing committees) to govern the university in an efficient and effective manner.

Board of Governors

The Board of Governors of Athabasca University is a corporation with the name “The Governors of Athabasca University”. The Board manages and operates the university with its mandate. The conduct, management and control of the university and all its property, revenue, and business affairs are vested with the Board.

General Faculties Council

The General Faculties Council (GFC), subject to the authority of the board, is responsible for the academic and student affairs of the university. The powers of GFC are set out under section 26 of the Post-Secondary Learning Act and section 13 of the Athabasca University Regulation, and include granting degrees, approval of academic programs, academic policies, academic awards, and the University Calendar. The GFC rules set out the terms of office for and responsibilities of members, rules of order for meetings, GFC's standing committees and their membership composition.

Learn more about Governance at AU, please visit: <http://ous.athabascau.ca/governance.php>



Key Opportunities and Challenges

Following extensive consultations with the AU community, the following key opportunities and challenges have been identified for AU and the next President:

- To navigate and excel in the increasingly competitive landscape in higher education and capitalize on the excitement, optimism, and momentum for the future of AU as a leader in open and digital education
- To be bold and build upon the achievements of the university to truly position it as the global leader in open and digitally enabled learning
- To build a sense of community for learners in their learning experience with AU through continued engagement, consistency of experience, and academic excellence
- To provide inspirational leadership, resiliency and empowerment to a passionate, highly functional and diverse team of professionals
- Embrace and develop innovative, creative and technologically-savvy pathways to communicate AU's core-values and bolster the university's public awareness regionally, nationally and internationally
- To establish and strengthen connections and opportunities for collaborations with other communities, institutions, all levels of government, federal and provincial agencies and industry
- Continue to strengthen engagement and facilitate communication with AU's dedicated team members in implementing AU's ongoing transformation
- To leverage AU's distinct strengths and advantages as Canada's leading open and online digital university



“

Online learning is not the next big thing, it is the now big thing.”

— Donna J. Abernathy





The Position

The President, as Chief Executive Officer, is responsible to the Board of Governors (Board) 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 key university internal and external strategic objectives. The President must be an innovative and effective leader, a relationship builder, advocate and administrator with vision and creativity to serve the internal and external needs of AU. The President ensures the achievement of a standard of excellence while fostering an atmosphere that demonstrates and promotes the highest standard of ethical and inclusive behaviour. The President provides strategic leadership and works collaboratively with the Board, General Faculties Council, team members, learners, and the broader community to advance the mission and vision of AU.

Broad Areas of Accountability Include:

- Creating and implementing strategic direction that seizes short-term and long-term opportunities and addresses emergent challenges to differentiate Athabasca University within the complex and competitive higher education system
- The effective delivery of the university's academic mission grounded in the creation and sharing of knowledge that enables individuals, communities and society overall to reach their highest potential
- Engaging with and contributing to the various communities that are served by AU such that the university strengthens, and is strengthened by, connections to the broader communities AU serves
- Engaging with, contributing to and supporting the university's internal communities to enable and support a culture built upon our core values, engagement, belonging and community to drive toward the successful fulfillment of our mandate
- Participate and serve in a leadership role in the bi-cameral governance environment and its relationship to provincial and national governance structures
- Champion and embody the story and future of Athabasca University and its continued leadership role in the future of open and online learning, transforming lives and communities globally
- Identifying, developing and attaining diverse and stable financial, technological, human and physical resources to enable the academic mission of the university
- Enabling and supporting relationships with and reporting to elected officials and government employees at the Municipal, County, Provincial and Federal level



Candidate Requirements

AU is seeking an experienced, visionary leader who brings a relentless passion and desire to advance AU's commitment to remove barriers to university-level studies and to increase educational opportunities and success for learners worldwide. The next President will possess transformational leadership capabilities as AU continues into its next 50 years at the forefront of personalized digital learning in an innovative and near virtual work environment, an open and digitally enabled learning environment, and within a complex governance model working with a diverse constituency. The President, with an enterprising and entrepreneurial approach, will combine pragmatism with vision to take calculated risks in the best interests of AU learners, appreciating the complexities of AU's dispersed workforce and respecting the role open access and online education plays today.

Academic Credibility

- A doctoral degree is preferred
- A high-level understanding of, and respect for, the diverse academic and organizational culture of an open and distributed university

Experience and Skills

The search committee acknowledges that no single individual is likely to meet all of the following criteria in equal measure; nevertheless, the successful candidate will be expected to demonstrate the following:

Vision and Strategic Leadership

- Effectiveness in leading and leveraging transformative change, overcoming obstacles and achieving excellence in a complex, collegial governance model
- Significant administrative experience and visionary leadership creating an environment that embraces innovation and capitalizes on opportunities to be a leader in open and digitally enabled learning
- An understanding of the evolving and increasingly competitive higher education environment and the distinct opportunities and challenges for Canada's open and online university
- An understanding of and commitment to AU's mandate to remove barriers to post-secondary education and deliver high quality programming to learners regardless of geographic location
- Experience in governance matters; understands relationships between the Board, administration and General Faculties Council and is able to contribute to and work within a productive, accountable and positive governance structure
- An enterprising and entrepreneurial approach with the ability to recognize, develop, foster and implement new ideas
- The capacity to innovate and take bold, calculated risks within an academic environment for the best interests of AU learners
- Clear, effective and persuasive communication skills with the ability to apply these in a wide range of settings with a diverse array of stakeholders
- A respect for and commitment to the principles of equity, diversity and inclusion as it relates to all aspects of the university and its stakeholders
- The ability to, in a near virtual work environment, influence, inspire, lead, direct and manage a highly qualified executive team, faculty, and professional team



Management

- An understanding of the financial challenges facing post-secondary institutions, along with a commercial approach to foster new ideas, partnerships and revenue opportunities
- Developing budgets and allocating resources, ensuring transparency and clarity of process
- Managing the development and implementation of large-scale organizational processes
- Knowledge in systems design thinking and knowledge of creating consistency of user experience and program delivery
- Engagement with and understanding of innovative, transformative educational technology
- An open, consultative approach; able to connect with diverse stakeholders
- Clear and effective communication with a wide array of constituents
- Relevant human resource and labour relations management experience

External and Government Relations

- Building meaningful and effective partnerships and collaboration with governments, corporate and industry partners, other post-secondary institutions, community groups and the public at large
- Building and stewarding relationships with alumni and donors
- The ability to advocate for AU and its importance in the economic, intellectual and social fabric of its local, regional, provincial, national and global communities
- Promoting interdisciplinary and international linkages to benefit the university and its learners



Personal Leadership Qualities

- Values and invests in positive, authentic interpersonal and professional relationships; is able to establish trust across the university, connected communities and with external partners
- Demonstrates respect for all individuals at every level of the university
- A passion and exuberance for open, inclusive education and removing barriers to access
- A positive and effective management style with the ability to coach, mentor and inspire others
- A highly credible professional who exhibits the highest level of integrity and ethics
- Demonstrates resiliency, composure, respect, and patience when challenged or facing adversity
- Strong negotiation skills, including conflict resolution and problem solving
- Accountable for decisions and actions; readily takes responsibility for results and consequences
- Has a realistic understanding of personal strengths and areas for development



Edmonton, Alberta, Canada

Alberta, Canada

Alberta, most westerly of Canada's three Prairie Provinces, is home to over 4.3 million people living in over a dozen vibrant cities including its two largest; Edmonton (Capital City of Alberta) and Calgary (economic capital of western Canada) each of over 1.1 million people.

Alberta is known for its incredible beauty and diverse landscape including the best of the Rocky Mountains, rolling hills, prairies, desert badlands, parklands and vast coniferous forests. Alberta is Canada's sixth largest province by land mass with over 600 lakes and five world-renowned National Parks as well as five UNESCO World Heritage Sites. Alberta also offers many dozens of Provincial Parks including some that rival the best any National Park in both size and beauty.

The Province is also blessed with an incredible abundance of natural resources including having the third largest oil and gas reserves in the world. Natural Resources might be the primary driver of the Alberta economy but what drives the passion of most Albertans is the enjoyment of the outdoors, of the land and nature.

The people of Alberta are diverse and deeply connected to community, faith and their cultures. Most Albertans either are from other provinces or are recent immigrants, or a generation or two of being immigrants to Canada. As a result, Alberta's festivals, concerts and celebrations are both vibrant and abundant.

Learn more about Alberta at: alberta.ca/opportunity-alberta.aspx or travelalberta.com

Appendix 'B'

The University consents to the Executive holding the following positions / roles based on the information the University has been provided by the Executive regarding the positions / roles, as outlined in the Request for Approval for Concurrent Employment submitted on behalf of the Executive to the Office of the Ethics Commissioner of Alberta in May 2023:

1. University of Alberta – Adjunct Professor (Faculty of Nursing)
2. Effective Academic Inc. – Co-owner