

June 28, 2022

Dear Rhonda,

As Chair of the Board, it is my pleasure to confirm your reappointment as President and Vice-Chancellor of York University approved by the Board of Governors for a second five-year term commencing July 1, 2022. Terms and conditions associated with your reappointment as President and Vice-Chancellor are contained in this letter. Your written acceptance of these terms and conditions, by signature at the end of this document, will establish it as the agreement governing your appointment to the role subject to any modifications that may be made pursuant to section 17 below.

1. Reappointment as President

1.1 By approval of the Board of Governors ("the Board") pursuant to the provisions of the York University Act ("the Act"), you are reappointed as President and Vice-Chancellor of York University for a second term of five years and you accept such appointment on the terms and conditions set out below.

2. Powers and Duties

2.1 As President of the University, you will have the powers and duties set out in the Act and as, from time to time, may be conferred upon you by the Board. You understand that you are a fiduciary with respect to the business and affairs of the University and as a fiduciary, you will discharge your duties in good faith, and in a manner consistent with high professional standards and in the best interests of the University.

3. Term of Office

3.1 Subject to the terms and provisions herein, the term ("Term") of your reappointment as President will be for a period of five years commencing on July 1, 2022 and, unless renewed or terminated as provided herein, will expire on June 30, 2027.

4. Academic Appointment

4.1 You will retain your appointment as a full-time, tenured member of the York Faculty at the rank of Full Professor. You will also retain any and all accumulated academic and administrative leave to which you are entitled as of the commencement of your initial term as President effective July 1, 2017, such leave to be taken immediately following the completion of your periods of



administrative leave earned during your first term as President and your second term as President.

5. Base Salary

5.1 Your salary as President will encompass your salary as a professor and as the holder of any other office or position in or relating to York during the Term. Your base salary for the year commencing July 1, 2022 will be at the rate of \$350,000 per annum.

6. Annual Performance Bonus

6.1 You will be eligible for an annual performance bonus, determined on the basis of an annual performance review, which will normally be completed between May and July of each year. For each year of your Term, you will be eligible for a bonus of up to 40% of your base salary.

6.2 The payment of this bonus will be based on measurable achievements to be agreed by the President and the Executive Committee on an annual basis.

6.3 You will be entitled to elect to defer up to one half of your annual performance bonus payment. You must elect to defer payment before the bonus becomes payable, and the payment cannot be deferred beyond the end of the third calendar year following the calendar year during which the services were rendered and to which the payment of such bonus relates.

7. Vacation

7.1 You will be entitled to four weeks of vacation per annum at full salary.

8. Pension

8.1 You are currently a member of the York University Pension Plan. You will continue to make the employee contributions and the University will continue to make the employer contributions to the Plan in accordance with the Plan terms and subject to applicable legislation and regulation.

8.2 In addition, the University will provide you a supplemental pension to increase the total pension income from the University on your retirement consistent with the terms and provisions of a supplemental pension plan to be developed by the University. Your supplemental pension will be earned over the Term of your appointment as follows:

- a. For the Term of your reappointment, you will earn a supplemental annual pension entitlement of \$12,000 for each continuous twelve months served as President.
- b. At the end of your first term as President and Vice-Chancellor you will have earned 12 months of administrative leave as provided for in your employment agreement for your first term as President and Vice-Chancellor, during which, as provided for in that employment agreement, you will accrue a further annual supplemental pension of \$12,000 per continuous 12 months of administrative leave. We have agreed that you will defer this administrative leave entitlement to the end of your second term as President and Vice-Chancellor, or until you step down from the role. You will also be entitled to a second 12 months of administrative leave following completion of the 5 year Term of your reappointment as contemplated in article 9.1 below. You will accrue a further annual supplemental pension of \$12,000 per continuous 12 months of administrative leave, pro-rated as relevant for a period less than 12 months.
- c. Payment of the supplemental pension will be coincident with your taking the York pension post retirement, and will be indexed according to the annual pension adjustment provided under the York University Pension Plan. The final form of the survivor pension will be elected by you.
- d. Subject to section 16, payment of the annual supplemental pension will begin on the same date you begin receiving a monthly pension from the York University Pension Plan and will be indexed at the same time and using the same method of calculation as the York University Pension Plan. The form of pension payable will be elected by you from options deemed by the University to be available to you, and will include a survivor pension option if you have an eligible spouse at the relevant time. Forms of pension may be calculated on an actuarial equivalent basis as determined by the University.
- e. At any time, you must provide any information the University requests for the purposes of administering the supplemental pension.

9. Administrative Leave

9.1 Upon completion of your second Term (June 30, 2027), you will have earned the equivalent of 12 months of administrative leave based on the amount of your base salary plus the average of your bonus in effect during each completed year of your second Term. The leave will be earned and accrued on an annual basis at a rate of 10.4 weeks leave for each year served as President. It is not anticipated, however, that you will take the administrative leave while continuing to occupy the office of President. Rather, you may take the leave at the end of your second Term (whenever that should occur). Should you choose to take the leave, it will be considered a year of university service for pension

purposes, including the supplementary pension as noted above. Should you decide to retire after the end of your second Term, the administrative leave will not be paid out in lieu.

10. Health, Dental and Other Benefits

10.1 You are eligible to participate in the University's group health, dental and life insurance plans in accordance with their terms and conditions established by the University and consistent with those available to non-executive managerial staff.

10.2 During your second Term you will continue to receive an annual \$30,000k research stipend in addition to the professional expense allowance that is granted to faculty members.

11. Travel and Related Expenses

11.1 You will be reimbursed for travel on University business in accordance with York's policy and practices in place for non-executive academic managerial staff (i.e. Deans). For clarity, all air travel for flights that are less than six hours will be reimbursed on the basis of economy fares, subject to any different arrangement having been approved in advance by the Chair of the Board. For air travel on flights six hours or longer, you may choose to fly business class.

11.2 There will be circumstances when it will be appropriate for your spouse to accompany you on travel for University business. Subject to approval in advance by the Chair of Board of Governors, the University will reimburse the normal travel-related costs for your spouse to accompany you on these occasions.

11.3 For local travel around the GTA, the University recognizes the benefit of ensuring you may direct your full attention to University business. Therefore, the University will make available to you some form of local transportation such as a car service or use of a University fleet vehicle and driver at its discretion. Although you will be expected to use this transportation for University business, if there are occasions when it is necessary to use your own car, you will be reimbursed for mileage at the current University mileage rate.

12. Outside Directorships

12.1 It is agreed that you may serve as a director on up to two corporate Boards of Directors and may retain any director's fees paid to you with respect to such service. However, prior to accepting such a position, you agree that you will advise the Executive Committee of the Board of Governors and obtain their agreement that the directorship does not place you in a conflict of interest or potential conflict of interest with the University, a conflict of commitment with your duties as President, or otherwise have a detrimental effect on the University.

13. Entertainment Expenses

13.1 In accordance with its guidelines, the University will reimburse you for out-of-pocket expenses incurred for entertaining on behalf of the University, including entertaining in your home.

14. French Language Training

14.1 The University will cover reasonable expenses incurred for French language training to assist you in fulfilling your duties as President having regard to the value of French language education embodied by the University.

15. Research Allowance

15.1 You will be entitled to retain any unused research funding you have accumulated in your academic administrative roles as an employee of York University. These funds will be reserved for your use during your term as President or in the event you return to the professoriate following your service as President.

16. Early Termination of your Presidency

16.1 Should you be unable to continue actively in the position of President at any time during your second Term because of illness or incapacity such that you qualify for Long-Term Disability pursuant to York University's plan, you agree that you will step down and the University may appoint someone to act in your stead. In such an event, and until your retirement, you will remain a member of the professoriate, at a salary as calculated in clause 16.6 below, and continue to be covered by the University's health benefits including disability coverage. You will remain eligible to receive all vacation, deferred bonuses, deferred compensation, accrued administrative leaves and supplemental pension entitlement earned up to the date of you leaving the office of President.

16.2 Should you decide to leave the position prior to the end of your second term for other reasons, you will be entitled to any accrued but unpaid salary and bonus, accrued leaves, vacation entitlement, and supplemental pension entitlement subject to compliance with applicable provincial executive compensation legislation in force at that time. In the event you decide to leave the position, in order to provide for an orderly transition to a new President, you will preferably provide 12 months' notice of your intention to leave, and not less than 8 months' notice.

16.3 Should the Board of Governors request your resignation as President at any time during your second Term, you will tender it as requested. Should this occur without cause and within the first 36 months of your second Term, you will be paid in full satisfaction of all obligations of the University arising as a result of your employment, on a monthly basis, a sum equal to twenty-four months of your base salary at the time of termination, plus in a lump sum, any accrued deferred compensation. In addition the equivalent of twenty-four months of supplemental pension will be provided subject to compliance with applicable provincial

executive compensation legislation in force at that time. Your health, disability and dental benefits will be continued for the notice period.

16.4 Should your resignation be requested by the Board without cause at any time after the first 36 months of your second Term, you will receive, in full satisfaction of all obligations, an amount equivalent to your base salary for the balance of your Term, paid on a monthly basis, as well as accrued deferred compensation, and your supplemental pension entitlement for the balance of your Term subject to compliance with applicable provincial compensation legislation in force at that time. Your health, disability and dental benefits will continue for the notice period.

16.5 If your resignation is requested without cause, you may elect to take up your professorial position in the University. In that event, you will continue to be paid as per 16.3 or 16.4 above, whichever is applicable, on a monthly basis but you will not receive a professorial salary in addition to those payments. When the notice and all leave payments have been paid in full, you will receive a professorial salary which is the average of the base salary rates (excluding administrative or other stipends) of the three most highly paid tenured professors in the University at that date (but not less than your professorial salary as it has evolved based on any normal increments negotiated under the YUFA Collective Agreement for faculty members). You will also be entitled to all benefits provided to faculty members pursuant to the collective agreement in force at that time.

16.6 If your resignation is requested with cause, but for reasons that would not preclude you from taking up your professorial position in the University, you will receive your professorial salary as it has evolved based on any normal increments negotiated under the YUFA Collective Agreement for faculty members. You will also be entitled to all benefits provided to faculty members pursuant to the collective agreement in force at that time.

17. Terms subject to Broader Public Service Executive Compensation Act

17.1 Ontario's Broader Public Service Executive Compensation Act (the BPSECA) and its regulation provide parameters within which designated BPS executives including University presidents may be compensated. The terms provided herein have been developed with the legislation in mind. Your terms and conditions of employment will be subject to and governed by the BPSECA and regulations thereto, including the Executive Compensation Framework Regulation. The University reserves the right to review the terms and conditions of this contract to ensure the terms are consistent with the legislation.

I trust the foregoing reflects our discussions and understandings and meets with your approval. We look forward to continuing our work together to meet the challenges and celebrate the successes to come.

Sincerely,

Paul Tsaparis

Paul Tsaparis
Chair, Board of Governors

Acknowledged and agreed this 28th day of June 2022

Rhonda L. Lenton

Rhonda L. Lenton
President and Vice-Chancellor