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31 March 2022

Dr. Timothy (Tim) John O'Neill
186 Campbell's Way
Borden-Carleton, PE
COB 1X0
timoneill2@gmail.com
via email

Private & Confidential

SERVICE CONTRACT: INTERIM PRESIDENT

Dr. O'Neill,

Following on our previous communications, I am pleased to offer you the contract of Interim President of Atlantic School of Theology.

In this fixed-term contract you will be accountable to the Board of Governors of Atlantic School of Theology on the following terms:

DURATION

Your appointment will commence on 4 April 2022 and conclude on 30 June 2023. This fixed term may be extended by mutual agreement.

If an earlier end date is desired by both you and the Board of Governors, a date shall be mutually determined. If you choose an earlier end date, you will provide a minimum of 120 days' notice to the Board.

AST has the right to terminate your contract at any time, without notice or pay in lieu of notice, for just cause.

Without cause and for any reason whatsoever, AST has the right to terminate your contract at any time upon the payment of the equivalent of three months' service fee.

REMUNERATION

Your service fee for the duration of this contract will be \$5384.62 biweekly, subject to deductions and remittances. The service fee is paid biweekly to you either by cheques or to your bank account via electronic deposit. AST personnel are paid biweekly through a centralized payroll system. This contract does not accrue paid overtime. You will be paid an additional 7.2% of your annual contracted service fee at the conclusion of the contract.

LEAVE OF ABSENCE

For the period of April 25 to May 18, 2022, you will be on an unpaid leave of absence. During this period, you will not draw a service fee.

BENEFITS

You are not entitled to any benefits to which AST's full-time employees are entitled.

PENSION

You are not entitled to AST's Pension plan to which AST's full-time employees are entitled.

VACATION

Your vacation entitlement will be 25 days within the duration of your appointment, beyond your unpaid leave of absence (April 25 to May 18, 2022). In addition, you will be entitled to further days off during statutory holidays and seasonal closures of the University. Vacation and holidays not taken prior to 30 June 2023 will not be paid out as additional compensation.

ALLOWANCES

A sum of \$3000 shall be set aside for your use during the term of your contract at AST for the purposes of professional development expenses, the purchasing of resources such as books, or professional memberships. Such expenses will be reimbursed to you upon the provision of receipts.

EQUIPMENT

AST will provide you with a laptop computer and a mobile phone and reimburse the cost of their use, to the extent such cost is incurred by you in the course of your employment with AST.

You acknowledge that all items of any and every nature or kind created or used by you pursuant to the your employment under this contract and furnished by AST to you, which may include but is not limited to equipment; credit cards; books; records; reports; files; manuals; literature; confidential information; or other materials, shall remain and be considered the exclusive property of AST at all times and shall be promptly surrendered to AST, in good condition, upon the termination of the contract relationship for any reason.

ATTENDANCE

You will attend the campus of AST and keep office hours for a minimum of 10 business days per month, in light of various meetings and commitments that may require your physical presence. Other days of the month may be worked remotely.

It is agreed between you and the Board of Governors that as Interim President, your hours of work shall vary and may be irregular as required to meet the objectives and best interests of AST and shall include your participation and attendance at engagements and events, including evenings and weekends, at which the presence and participation of the AST President is required to preserve and promote AST's roles and interests.

result in a conflict of interest with AST. You will abide by AST's Conflict of Interest policy in all other matters related to your employment with AST. You shall immediately advise the Chair of the Board of any actual or potential conflict of interest that may arise between your interests and the interests of AST.

AUTHORITY

As Interim President, you shall have, subject always to the general and/or specific instructions of the Board of Governors, full power and authority to manage and direct the business and affairs of AST (excepting matters and duties that, as per bylaw or policy, must be transacted or performed by the Board), in accordance with the AST Charter, by-laws, policies, and direction of the Board.

You shall carry out all lawful instructions and directions provided to you by the Board of Governors and shall obey and carry out the policies of AST.

POLICIES

As an employee of AST, you are responsible for abiding by all AST policies applicable to you, in particular our Policy on the Prevention and Resolution of Harassment and Discrimination; the Policy, Procedures, and Protocols for the Management of Sexual Violence; and the Code of Conduct. These documents can be found at the following links to our website:

<http://www.astheology.ns.ca/webfiles/ASTHarassmentAndDiscriminationPolicy-June222010.pdf>

<http://www.astheology.ns.ca/webfiles/PolicyProceeduresProtocolsforManagementofSexualViolence.pdf>

[http://www.astheology.ns.ca/webfiles/CodeofConductAST\(2019\).pdf](http://www.astheology.ns.ca/webfiles/CodeofConductAST(2019).pdf)

CRIMINAL RECORDS CHECK

Please supply a copy of a recent (within two years) Criminal Records Check to the Executive Office not later than 30 April 2022. Your local police station or MyBackCheck.com can provide this to you.

CONTINUITY

It is agreed between you and the Board of Governors that AST is unable to accommodate a

protracted absence by you from this position. Accordingly, it is specifically agreed that AST may terminate this contract and your service, without notice or pay in lieu of notice, if, following a qualified medical review, any mental/physical disability or illness results in you being unable to perform duties on a full-time basis, in accordance with this contract for a period of thirty consecutive days. You agree to cooperate in the provision of appropriate medical information as reasonably requested. Your signature to this contract shall constitute your acknowledgement of both the importance of the position of President and AST's right to terminate this contract without notice/pay in lieu of notice in accordance with this paragraph. Failure of AST to abide by this provision at any time shall not constitute a precedent or be deemed a waiver of AST's rights in future.

CONFIDENTIALITY

You agree not to disclose any confidential information learned in the course of your contract about the business of AST, about its students or program participants, or about the personal matters of other AST personnel, to anyone outside the University both during and after your term of contract.

ASSIGNMENT

Your rights under this contract are not assignable or transferable in any manner.

SEVERABILITY

If any provision, clause, article, schedule, or attachment (or part of any of them) which form part of this contract is deemed void, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, clauses, articles, schedules, or attachments (or parts of any of them), shall be and remain in full force and effect.

ENTIRE AGREEMENT

Upon your acceptance, this letter will contain the entire agreement and understanding between you and the Board of Governors and supersedes any prior or contemporaneous agreements, understandings, communications, offers, representations, warranties, or commitments by or on behalf of the University (oral or written). The terms of your contract may in the future be amended, but only in writing and provided they are signed by both you and authorized representative(s) of the Board of Governors.

Chair of the Board of Governors

I accept contract with AST on the terms set out in this letter.



Dr. Tim O'Neill



Date

MODIFICATION

Any modification to this contract must be in writing, dated and signed by the parties, or it shall have no effect and shall be void.

DISPUTE RESOLUTION

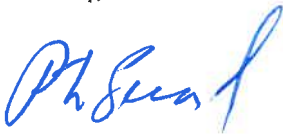
In the event a dispute does arise, this letter, including the validity, interpretation, construction, and performance of this letter, shall be governed by and construed in accordance with the substantive laws of the Province of Nova Scotia. Jurisdiction for resolution of any disputes shall be solely in Nova Scotia.

Any disputes arising under this contract shall be resolved by arbitration pursuant to the provisions of the Commercial Arbitration Act 1999, c. 5, s. 1. The results of any such arbitration shall be final and binding upon the parties. The costs of the arbitration and the costs of the arbitrator shall be paid by AST, although you are responsible to pay the costs of any legal representation you engage. Prior to proceeding with arbitration, you and the Board of Governors may mutually agree to appoint a mediator to assist with the resolution of any dispute arising from this contract.

Please indicate your acceptance of this contract by signing in the space provided below and return one signed copy to me by email or courier.

Feel free get in touch with me if there is anything in this letter that you would like to discuss.

Sincerely,



Dr. Peter Secord

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