

## **EMPLOYMENT AGREEMENT**

This Employment Agreement ('Agreement') made this 2nd day of May, 2022

### **BETWEEN**

**MOUNT SAINT VINCENT UNIVERSITY**, of Halifax  
in the Province of Nova Scotia  
a body corporate, (the 'University')

### **- AND -**

**DR. JOEL DICKINSON**, of Naughton  
in the Province of Ontario  
(the 'President and Vice-Chancellor')

**IT IS HEREBY AGREED** between the parties as follows:

1. The University hereby employs the President and Vice-Chancellor and the President and Vice-Chancellor hereby accepts such employment for the compensation and conditions specified in this Agreement with the place of employment being Halifax, Nova Scotia. The President and Vice-Chancellor agrees to diligently and faithfully exercise the powers and to perform the functions and duties conferred upon or assigned to them by the University's Charter, the University's Board of Governors (the "Board") or the Chair of the Board (the "Chair").
2. The President and Vice-Chancellor represents that they have the necessary and adequate competency and ability to perform the duties expected of them as President and Vice-Chancellor. They also expressly agree, as a condition of their employment during the term of this Agreement, that they will devote their entire working time, energies, and skills to the exclusive service of the University and to the diligent promotion of the University's interests. The President and Vice-Chancellor further agrees that prior to accepting any outside appointments, including any to corporate boards, they will obtain the approval of the Board or Chair, which approval shall not be unreasonably withheld.
3. The President and Vice-Chancellor is accountable to the Board and shall keep that body informed of their activities as President and Vice-Chancellor.
4. The appointment is subject to confirmation by the University's Board of Governors.

### **TERM**

5. The initial term of the President and Vice-Chancellor shall commence on July 1, 2022 and, subject to termination as provided in this Agreement shall end on June 30, 2027 ("Term").

6. The President and Vice-Chancellor may reoffer by advising the Chair by January 1, 2026 of their intention to reoffer for a renewal term. A formal review, conducted by a duly constructed committee will be held in the fourth year of the initial term to consider reappointment to the position. The Board of Governors of the University, in accordance with its by-laws, at its sole discretion, shall decide whether to offer a renewal term. Unless the University and the President and Vice-Chancellor mutually agree in writing to extend or renew this Agreement at least 30 days prior to the end of the Term, this Agreement and the President and Vice-Chancellors employment will automatically terminate at the end of the Term with no further compensation payable to the President and Vice-Chancellor, subject to any faculty appointment in accordance with paragraph 7.
7. The President and Vice-Chancellor, at their option, may apply for a faculty appointment with tenure. Such appointment is subject to the positive recommendation from the Senate Committee on the Appointment, Promotion, Tenure and Permanence of Academic Administrators (CAPTPAA). If approved, the President and Vice-Chancellor may take up the tenure appointment as a faculty member, under the terms and conditions applicable to a full-time faculty at that time.
8. If their term is not renewed, the President and Vice-Chancellor will be eligible for a twelve-month administrative leave at the then applicable salary and benefits at the conclusion of their initial term as President and Vice-Chancellor (unless terminated pursuant to paragraphs 14, 15, 16 or 17). If the President and Vice-Chancellor decides to reoffer and a renewal is approved by the Board of Governors, the President and Vice-Chancellor will be eligible for a twelve-month administrative leave at the then applicable salary and benefits at the conclusion of her renewal term as President and Vice-Chancellor (unless terminated pursuant to paragraph to paragraphs 14, 15, 16 or 17). As a condition of such leave, the President and Vice-Chancellor will submit to the Chair, six months prior to the leave, a proposal outlining the goals and objectives to be achieved during the twelve-month period. The Chair and the President and Vice-Chancellor will agree on the goals and objectives which will include transitionary support to the new President and Vice-Chancellor. As a condition of such leave, the President and Vice-Chancellor shall be available on a reasonable basis to advise the Board on significant matters affecting the University.

## **REMUNERATION**

9. The University agrees to pay the President and Vice-Chancellor an annual salary of \$265,000, less required statutory deductions required by law. The University may, from time to time, increase the annual salary of the President and Vice-Chancellor in accordance with the policy approved by the Senior Administration Compensation Committee (SACC).
10. In July of each year, the Chair, in consultation with the President and Vice-Chancellor, will agree on performance targets for the year ahead. These targets will form the basis for annual performance evaluations of the President and Vice-Chancellor by the SACC no later than

June 30 of each year. This review will be an assessment of the degree of success achieved by the President and Vice-Chancellor and the achievement of institutional and personal objectives which will have been established annually and set with the Chair of the Board (in consultation with the President and Vice-Chancellor) and with the approval of the SACC.

11. The President and Vice-Chancellor will receive an allowance of \$25,000 annually, payable in quarterly installments and related to housing, vehicle expenses and memberships. This allowance will be subject to annual review by the SACC.
12. The President and Vice-Chancellor shall, from the date of the commencement of their employment until the expiry of their administrative leave (as described in paragraph 8) participate in the following in accordance with the applicable plans and policies, which may be amended from time to time at the discretion of the University:
  - a) the Retirement Plan for employees of Mount Saint Vincent University; membership is mandatory and they will be required to contribute a minimum of 3% of their gross annual salary. They may contribute up to 10.5% of their gross annual salary. The University will match their contribution to a maximum of 7.5% of their gross annual salary.
  - b) The University's Supplemental Executive Retirement Plan.
  - c) the Mount Saint Vincent University Flexible Benefits Plan, which provides basic Health and Dental Care, basic Life Insurance, basic Accidental Death & Dismemberment (AD&D), Long Term disability, Emergency Medical Travel Insurance, and an Employee and Family Assistance Program. The University will contribute \$2,050 on an annual basis towards the cost of providing these benefits. This amount is subject to increase from time-to-time as determined by the University.
  - d) Provision of a Health Spending Account (HSA) of 2% of salary annually. The HAS is governed under Canada Revenue Agency rules. The HSA at the Mount is set up with the balance carried forward for two years from the initial deposit and is administered by a benefit plan carrier under a contract with the University.
  - e) The University agrees to pay travelling expenses incurred by the President and Vice-Chancellor as are necessary for the performance of their duties as President and Vice-Chancellor on the basis of:
    - i. air travel on the basis of economy class rates; and
    - ii. reasonable hotel accommodation, meals and incidental cost will be paid in full.

- f) The University agrees to pay the President and Vice-Chancellor such reasonable car expenses as are necessary for the performance of their duties as President and Vice-Chancellor according to the mileage reimbursement rate in effect at the University and out-of-pocket expenses for parking when away from the campus on University business.
- g) The University agrees to pay the President and Vice-Chancellor such reasonable entertainment expenses as are necessary for the performance of their duties as President and Vice-Chancellor up to a maximum amount authorized by the University each year and stated in the annual budget in accordance with University policy.
- h) The President and Vice-Chancellor will submit all claims for reimbursement of expenses to the Chair, or their designate for approval.

The above expenses are subject to review by the Audit Committee of the Board on an annual basis.

#### **LEAVES**

- 13. The President and Vice-Chancellor shall be entitled to annual vacation leave of thirty (30) working days at a time mutually agreeable to the President and Vice-Chancellor and the Board or the Chair. This annual leave is in addition to statutory holidays and the December Holiday break during which the University is closed. The vacation year for the President and Vice-Chancellor shall run from July 1 of one year to June 30 of the following year. Any unused vacation in a vacation year may not be carried forward to the next vacation year and will not be compensated for by the University unless agreed to in writing in advance by the President and Vice-Chancellor and the Board or the Chair.

#### **TERMINATION**

- 14. **Termination by the University for Cause.** The University may terminate this Agreement and the President and Vice-Chancellors employment at any time for cause without providing the President and Vice-Chancellor with notice or any other compensation. The University shall pay the President and Vice-Chancellor all salary and other entitlements earned to the date of termination, but otherwise shall have no further obligations to the President and Vice-Chancellor. The term “cause” means any reason permitted under the Nova Scotia *Labour Standards Code* to terminate employment without notice or pay in lieu of such notice. Should it be determined that there was no cause, the President and Vice-Chancellor shall receive notice pursuant to paragraph 16.
- 15. If the President and Vice-Chancellor becomes, at any time, by reason of illness, mental or physical disability, incapacitated from carry out the terms of the Agreement and if they continue to be incapacitated for a longer period than one hundred and nineteen (119)

consecutive days, or if they become incapacitated at different times for more than one hundred and nineteen (119) days during a one year period, then, in either of such cases their employment may, at the option of the Board, be terminated as President and Vice-Chancellor and they shall not be entitled to claim any notice or compensation from the University in respect of such termination, but they shall be entitled to disability benefits for which they may qualify for under the applicable benefits plan as determined by the benefit plan carrier. Should the University deem it necessary in order to determine the President and Vice-Chancellor's capacity to discharge their duties, the President and Vice-Chancellor agrees to permit there be an examination by physicians appointed by the University and to provide the University with her medical records.

16. **Termination by the University Without Cause.** The University may terminate this Agreement and the President and Vice-Chancellor's employment for any reason (without cause) by providing the following notice:
- a) Before July 1, 2024, except in circumstances where the Nova Scotia *Labour Standards Code*, as amended from time to time prohibits without-cause termination, by providing pay in lieu of notice equivalent to one month of service on a pro-rated basis. All benefits, including disability benefits, will cease immediately.
  - b) After July 1, 2024, except in circumstances where the Nova Scotia *Labour Standards Code*, as amended from time to time, prohibits without-cause termination, by providing to the President and Vice-Chancellor their annual salary, by salary continuation, for a period of 12 months ("**Salary Continuation Period**"). All benefits, including disability benefits, will cease immediately. At its option, the University may elect to provide the President and Vice-Chancellor with payment for the Salary Continuation Period in lieu of notice, or any combination of notice and pay in lieu of notice aggregating the Salary Continuation Period. The University may elect not to require the President and Vice-Chancellor's services during some or all of the Salary Continuation Period. The University will have sole discretion to elect whether the President and Vice-Chancellor must continue to report for work to fulfil their specific duties and responsibilities or to carry out other duties, including orientation of any successor during such Salary Continuation Period. The University may waive any portion of the Salary Continuation Period by payment to the President and Vice-Chancellor of the annual salary payments owed for the remainder of the period.

The parties acknowledge that the payment provided to the President and Vice-Chancellor under this Section is in discharge of all of the obligations of the University to the President and Vice-Chancellor and is inclusive of and in full satisfaction of any claim by the President and Vice-Chancellor to reasonable notice, pay in lieu of notice, any compensation or damages under applicable employment standards, equivalent legislation and common law. However, under no circumstances will the entitlements with which the President and Vice-Chancellor is provided fall below the minimum requirements under the Nova Scotia *Labour Standards Code* or other applicable labour standards legislation, as amended from time to time. In the event that the applicable employment standards legislation provides the President and Vice-Chancellor with greater entitlements upon termination of

employment (“statutory entitlements”) than provided in this Agreement, the University shall provide the President and Vice-Chancellor with those statutory entitlements in substitution for the President and Vice-Chancellor’s rights under this Agreement.

17. **Termination by President and Vice-Chancellor.** The President and Vice-Chancellor may terminate this Agreement and the President and Vice-Chancellor’s employment, at any time, for any reason, by providing at least twelve (12) months’ written notice to the Chair of the Board of the University and the University shall continue to pay the President and Vice-Chancellor’s annual salary and benefits during this notice period. Such notice may be waived, in full or in part, by the University, but the University shall continue payment of the President and Vice-Chancellor’s annual salary and benefits for any part of the notice period that is waived. The University and the President and Vice-Chancellor may agree in writing to a shorter notice period, in which case the University will only be required to pay the President and Vice-Chancellor what they would have received during that shorter period. If the President and Vice-Chancellor provides more than six (6) months’ notice, the University will only be required to pay the President and Vice-Chancellor for six (6) months. In the event of any termination by the President and Vice-Chancellor, the President and Vice-Chancellor is not entitled to any further benefit (including annual salary and benefits) under this Agreement.

#### **GENERAL**

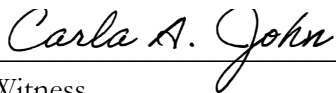
18. As a condition of employment, the President and Vice-Chancellor will be required to sign a “Confidentiality Agreement”.
19. This Agreement constitutes the entire Agreement between the parties hereto with respect to the employment of the President and Vice-Chancellor by the University, and all previous agreements, contract or understanding with reference to their employment are hereby cancelled and all promises, undertakings, representations, agreement and understandings with reference to such employment are merged in this Agreement. No change in the terms of this Agreement shall be binding unless in writing and duly executed by the parties hereto. Should any part of this Agreement be determined to be void by a competent judicial or legislative authority, the remainder hereafter shall remain valid and enforceable.
22. The Agreement is to be governed by the laws of the Province of Nova Scotia.
23. In the case of any dispute or difference arising between the parties hereto as to the construction of this Agreement, or the rights, duties or obligation of wither party hereunder, it shall be settled by way or reference to a single arbitrator and if the parties hereto cannot agree upon a single arbitrator, then such dispute shall be setter in accordance with the provisions of the *Commercial Arbitration Act* of Nova Scotia. The arbitrator shall render a decision within three (3) months of the conclusion of the arbitration. The decision of the arbitrator shall be final and binding and not open to question or review.

SIGNED  
in the presence of



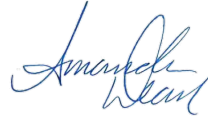
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Witness



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Witness



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MOUNT SAINT VINCENT UNIVERSITY



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DR. JOEL DICKINSON