

## PRESIDENT & VICE-CHANCELLOR'S EMPLOYMENT AGREEMENT

This President & Vice-Chancellor's Employment Agreement made this 16th day of December, 2016

Between

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

-and-

**Dr. Mary Bluechardt**, of Corner Brook in the Province of Newfoundland (the "President")

**AND WHEREAS** the President and the University have agreed to the President's employment for a term of five years;

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

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

### TERM

5. The initial term of the President shall commence on July 1, 2017 and, subject to earlier termination as provided in this Agreement, shall end on June 30, 2022.

6. The President may reoffer by advising the Chair by January 1, 2021 of her 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.
7. The President, at her 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 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. Provided her term is not renewed, the President will be eligible for a twelve-month administrative leave at the then applicable salary and benefits at the conclusion of her initial term as President (unless terminated pursuant to paragraphs 16, 17, 18 or 19). If the President decides to reoffer and a renewal is approved by the Board of Governors, the President 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 (unless terminated pursuant to paragraphs 16, 17, 18 or 19). As a condition of such leave, the President will submit to the Chair, six months prior to the leave, a proposal outlining the goal and objectives to be achieved during the twelve-month period. The Chair and the President will agree on the goals and objectives which will include transitional support to the new President. As a condition of such leave, the President 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 an annual salary of \$260,000, less required statutory deductions and paid in bi-weekly installments, in arrears. The University may, from time to time, increase the annual salary of the President 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, will set performance targets for the year ahead. These targets will form the basis for annual performance evaluations of the President by the SACC no later than June 30 of each year. This review will be an assessment of the degree of success realized by the President and the achievement of institutional and personal objectives which will have been established annually and set by the Chair of the Board (in consultation with the President) and with the approval of the SACC.
11. The President will receive a living allowance of \$15,000 annually, payable in quarterly installments and related to housing expenses, vehicle expenses and memberships. This allowance will be subject to annual review by the SACC.

12. The President shall, from the date of the commencement of her employment until the expiry of her administrative leave (as described in paragraph 8) participate in the following plans:

- a. The Retirement Plan for employees of Mount Saint Vincent University; membership is mandatory and she will be required to contribute a minimum of 3% of her gross annual salary. She may contribute up to 10.5% of her gross annual salary. The University will match her contribution to a maximum of 7.5% of her gross annual salary. The contributions of the President and the matching contributions by the University are both subject to limits prescribed by the *Income Tax Act (Canada)*;
- b. The University's Supplemental Executive Retirement Plan; and
- c. The Mount Saint Vincent BeneFlex Plan, which provides basic Life Insurance, basic Accidental Death & Dismemberment (AS&S), Long Term disability, basic Health and Dental care, Emergency Medical Travel Insurance, and an Employee and Family Assistance Program.

Participation shall be in accordance with the terms of the plans, which may be varied from time to time by the University.

13. The University will reimburse the President the following expenses upon provision of receipts or other satisfactory documentary evidence to the Chair:

- a. Reasonable relocation and travel expenses, to a maximum of \$40,000, for relocation to Halifax. The costs being reimbursed relate to those incurred for the sale of the President's current residence in Newfoundland, the purchase of the President's new residence in Halifax and the moving of the President's goods and possessions from Newfoundland to Halifax. The relocation amount will also cover reasonable air travel, accommodations and meal expenses for the President and one other individual to visit Halifax on two occasions in order to obtain permanent accommodation.
- b. Fees for an annual executive medical at private clinic such as Medysis,
- c. Reasonable travel and related expenses incurred by the President on University business. Mileage can be submitted for private vehicle expenses when it exceeds 100 kms one-way.

- d. Reasonable entertainment expenses as are necessary for the performance of her duties as President up to a maximum amount authorized by the University each year and stated in the annual budget.
- e. Reasonable research and professional development expenses.

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

- 14. The University agrees to make arrangements to pay expenses incurred by the President for travel necessary for the performance of her duties as President on the basis of:
  - a. Air travel on the basis of economy class rates; and
  - b. Reasonable hotel accommodations, meals and incidental expenses.

#### **VACATION**

- 15. The President shall be entitled to annual vacation of twenty (20) working days at a time mutually agreeable to the President and the Board or the Chair. This vacation is in addition to statutory holidays and the December Holiday break during which the University is closed. This vacation year for the President 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 such carrying forward and/or such compensation is agreed to in writing in advance by the President and the Board or the Chair.

#### **TERMINATION**

- 16. The University may at any time dismiss the President and terminate this Agreement and the employment of the President with just cause without providing the President with notice or any other compensation.
- 17. If the President becomes, at any time, by reason of illness, or mental or physical disability, incapacitated from carrying out the terms of Agreement and if she continues to be incapacitated for a longer period than one hundred and nineteen (119) consecutive days, or if she becomes incapacitated at different times for more than one hundred and nineteen days in the aggregate in any one contract year, then, in either of such cases her employment may, at the option of the Board, be terminated as President and she shall not be entitled to claim any notice or compensation from the University in respect of such termination, but she shall be entitled to disability benefits for which she qualified under the applicable benefits plan as determined by the benefit plan carrier. Should the University deem it necessary in order to determine the President's capacity to discharge her duties, the President agrees to permit her examination by doctors appointed by the University and to provide the University with her medical records.

18. The President may terminate this Agreement by giving at least twelve (12) months' notice in writing to the Board. The Board may waive all or part of his notice.
19. The University may at any time dismiss the President and terminate this Agreement and the employment of the President for any reason (other than for just cause) by giving at least twelve (12) months' notice in writing, or equivalent salary, less required deductions, in lieu of notice.

#### **GENERAL**

20. As a condition of employment, the President will be required to sign the enclosed Confidentiality Agreement.
21. This Agreement constitutes the entire agreement between the parties hereto with respect to the employment of the President by the University, and all previous agreements, contracts or understanding with reference to her employment are hereby cancelled and all promises, undertakings, representations, agreements 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 hereof 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 obligations of either 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 settled in accordance with the provisions of the *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.

*Signature Page Follows*

IN WITNESS WHEREOF the parties hereto have set their hands and affixed their seals the day and year first above written.

SIGNED, SEAL and DELIVERED

In the presence of

MOUNT SAINT VINCENT UNIVERSITY



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Witness



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Jolene Mahody

Chair of the Board



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Witness

Director, Marketing & Communications  
Catholic College



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Dr. Mary Bluehardt

President & Vice-Chancellor