

May 14, 2014

PRIVATE & CONFIDENTIAL

Dr. Robert Campbell
President and Vice Chancellor
Mount Allison University
65 York Street
Sackville, NB E4L 1E4

James Dickson
Chair
Board of Regents
65 York Street
Sackville, NB Canada E4L 1E4
Tel: (506) 364-2300
Fax: (506) 364-2299

Dear Dr. Campbell:

Re: Extension of Your Term as President and Vice Chancellor

On behalf of the Board of Regents of Mount Allison University we are very pleased that you have agreed to the extension of your second term as President and Vice Chancellor of Mount Allison University.

This letter confirms our agreement that your second term as President is extended by two years on the same terms and conditions as those set out in your original employment letter dated January 12, 2006, as those terms were amended in the letter confirming your reappointment dated April 23, 2010, and as further amended below:

1. The term of your appointment as President and Vice Chancellor will end on June 30, 2018.
2. At the conclusion of your appointment as President and Vice Chancellor you will be entitled to an "administrative leave" as contemplated in paragraph 2.2 of your original employment letter of two years at the salary and benefits in effect at the time of termination of your active employment as President and Vice Chancellor.
3. In lieu of the Pension Benefit described in the Appendix to your original employment letter, you will receive benefits under the Mount Allison University Supplementary Pension Plan with benefits accruing to you based upon your service from July 1, 2006.
4. With the exception of the foregoing provisions, all other terms and conditions of your original employment letter as amended on April 23, 2010, remain in full force and effect subject only to necessary changes to reflect the extension of your term as President and Vice Chancellor to June 30, 2018.

Yours truly,

James M. Dickson, Q.C., P.Eng.
Chair, Board of Regents

Agreed to this day of May, 2014.

Dr. Robert Campbell

BOARD OF REGENTS

April 23, 2010

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Dr. Robert Campbell
Mount Allison University
65 York Street
Sackville, NB E4L 1E4

Dear Dr. Campbell:

Re: Reappointment – Second Term as President and Vice Chancellor

On behalf of the Board of Regents of Mount Allison University, we are very pleased that you have agreed to reappointment as President and Vice Chancellor for a second five year term. In that regard, I refer particularly to your original employment letter (“Employment Contract”) dated January 12, 2006 and confirm our agreement that your reappointment for a second term will be on the same terms and conditions as those set out in the original Employment Contract, subject only to the following minor changes:

1. The term of your appointment and contract of employment will expire on June 30, 2016.
2. Upon the conclusion of your employment on June 30, 2016, you will be entitled to an “administrative leave” benefit as contemplated in paragraph 2.2 of your Employment Contract which will provide compensation to you equal to two years additional salary and benefits at the level in effect on May 31, 2015.
3. Your salary will continue at current levels subject to review by May 31st of each year by the Board’s Human Resource Committee. The Human Resource Committee shall also conduct an annual performance evaluation and review of, and with, you, by May 31st of each year during the term of appointment. As has been the practice, this review will continue to assess, for performance bonus purposes, the degree of success realized by you in the achievement of institutional and personal objectives which have been established annually with the approval of the Board and by agreement between the Human Resources Committee and you. The Human Resources Committee may, once annually, at its sole discretion following the completion of the annual performance evaluation and review, award to you a performance bonus in the amount not greater than 15% of your annual salary in the employment year immediately preceding the undertaking of the annual performance evaluation and review.
4. You will continue to be entitled to Pension Benefit described in the Appendix to your Employment Contract. We confirm that we have requested that our pension consultants, Mercers, review the structure of the Pension Benefit to ensure that it provides for optimal income tax treatment of this Pension Benefit to you. Based on initial advice received from



Mercers, we believe that it may be advisable to restructure your Pension Benefit as a supplemental unfunded pension arrangement which would be payable in addition to your base pension entitlement pursuant to the Mount Allison Plan. We confirm that upon receipt of Mercers final advice on this point, we will consult with you as to your wishes with respect to restructuring of Pension Benefit on the understanding that to the extent that more favourable income tax treatment can be achieved with no reduction in Pension Benefit accruing to you or any additional cost of the University, your Pension Benefit will be restructured in accordance with the best advice of our pension consultants.

5. With the exception of the foregoing provisions, all other terms and conditions of your Employment Contract will remain in full force and effect subject only to necessary changes to reflect the extension of the term through to June 30, 2016.

Robert, we wish to thank you for your extremely dedicated, professional and loyal service to Mount Allison University and its community of stakeholders. We are very pleased that you have agreed to this further extension of your appointment as President and Vice Chancellor and would ask that you please signify your acceptance of these terms by signing one copy and returning it to my attention.

Yours truly,

Bruce McCubbin

JMD/jlr

BOARD OF REGENTS

January 12, 2006

Dr. Robert Campbell

Dear Dr. Campbell:

Re: Offer of Appointment as President and Vice-Chancellor

On behalf of the Board of Regents of Mount Allison University, we hereby offer you the appointment as President and Vice-Chancellor in accordance with the following terms and conditions:

1. The term of your appointment and of this contract is for a period of 5 years, from July 1, 2006 to June 30, 2011.
2.
 - 2.1 You may be offered a second term on such bases as will be negotiated. If the Board wishes to offer a second term, you will be advised of such by April 30, 2010. For any such term to take effect, any new contract must be executed by July 31, 2010. If such contract is not executed by July 31, 2010, your compensatory rights are as set out in paragraph 15.2 of this contract. If you are not advised by April 30, 2010 of the Board's wish to offer you a second term, you have the option of terminating the employment relationship as President and Vice-Chancellor, and, notwithstanding paragraph 17, in such case the University will pay you the remainder of the salary and benefits outlined in paragraphs 3, 4, 5, 6 and 7 due and owing under this contract for the balance of the term of this contract.
 - 2.2 If a new contract for a second term is successfully negotiated and executed by July 31, 2010, the University contemplates that it would be for an additional 5-year term, at the conclusion of which (June 30, 2016) you would be entitled to an "administrative leave" benefit comparable to that contemplated in paragraph 15.2 of this agreement, except in which case the compensation would be for two years' additional salary and benefits at the level in effect on May 31, 2015.



- 2.3 Except in the circumstances contemplated in paragraphs 16 or 17, upon the termination or expiration of your appointment as President and Vice-Chancellor, you shall be entitled to assume and actively fulfil your position as a full professor with tenure in the Faculty of Arts in the Political Science Department at a salary at the top of the scale as provided for under paragraph 13 and benefits as provided for under paragraph 7 of this contract.
3.
 - 3.1 Your salary shall be _____ per annum. Your salary will be reviewed by May 31 of each year by the Board's Human Resource Committee comprised of the Chair of the Board, the Chair of the Executive Committee, the Vice-Chair of the Board and the Chair of the Finance and Administration Committee.
 - 3.2 The Human Resource Committee of the Board shall conduct an annual performance evaluation and review of, and with, you, by May 31, 2007 and by May 31st every year thereafter. One objective of this review will be an assessment, for performance bonus purposes, of the degree of success realized by you in the achievement of institutional and personal objectives which will have been established annually with the approval of the Board and by agreement between the Human Resource Committee and you. The Human Resource Committee may, once annually, at its sole discretion and following the completion of the annual performance evaluation and review, award to you a performance bonus in an amount not greater than 15 percent of your annual salary in the employment year immediately preceding the undertaking of the annual performance evaluation and review.
 4. You will be provided with a \$5,000.00 research allowance for each contractual year of this contract.
 5. Your pension entitlement will be according to the Pension Benefit Appendix (attached).
 6. You will receive a car allowance in the amount of \$900.00 per month.
 7. Except as otherwise provided for herein, you will receive the normal benefits of employment available to faculty members of the University, on the same terms as those benefits are made available to faculty members. In addition, the University will pay the premiums necessary to purchase (assuming insurability) a \$200,000.00 term life insurance policy covering you, to the benefit of the beneficiary of your designation.
 8. The University will provide you, during your term as President, with the use of the Cranewood Residence. It is expected that you and your spouse will use Cranewood for University-related entertainment. Your use of the Cranewood Residence as your home will result in a deemed taxable benefit attribution which will be added to your annual gross income.

9. Your personal furniture which is used for University entertainment will be repaired or replaced as required.
10. You will be reimbursed for reasonable travel costs incurred by you for travel on University business, and for reasonable expenses incurred for University-related entertainment. Reimbursement for spousal travel expenses will be considered on an individual case-by-case basis by the Board Chair.
11. Prior to accepting appointment or engagement to any directorship, consultancy or other position not directly associated with your duties as President, you shall obtain the approval of the Chair of the Board.
12. The University will pay for the fair and reasonable costs associated with moving you and your family, and your household effects, to Sackville, New Brunswick.
13. The University will support your appointment as a tenured member of faculty as a Full Professor at the top of the scale.
14. You will be entitled to the maximum faculty vacation; however, no carry-over from year to year will be allowed, unless the Board Chair approves.
15.
 - 15.1 By May 31, 2007, and every year thereafter, the Board's Human Resource Committee will conduct a review of your performance as President and Vice-Chancellor of Mount Allison University. As a result of such review, the Board, in its sole discretion, may terminate your employment as President and Vice-Chancellor and as a result, pay you the remainder of your salary and benefits outlined in paragraphs 3, 4, 5, 6 and 7 due and owing under this contract for the balance of the term of this contract.
 - 15.2 Assuming that you complete the 5-year term of this contract as President and Vice-Chancellor and you do not enter into a contract for a further term as President and Vice-Chancellor, the University will provide you with compensation of one year's additional salary and benefits outlined in paragraphs 3, 4, 5, 6, and 7, at the level in effect on May 31, 2010, such obligation arising on the University as at June 30, 2011.
 - 15.3 In the event that this contract is terminated or expires in accordance with this Article 15, you will have the option of receiving the amounts mentioned in paragraphs 15.1 or 15.2 paid as a lump sum or as salary continuance. If the money is paid as a lump sum, it shall be paid within 30 days of termination. Such a payment is made in full, final and complete satisfaction of all obligations of the University to you in your position as President and Vice-Chancellor by way of Notice, pay in lieu of notice or otherwise, whether by virtue of common law or statute.

- 15.4 The compensation provided for you under this paragraph 15 in the event of the termination or expiration of your appointment as President and Vice-Chancellor shall be in lieu of, and not in addition to, your faculty compensation in the event that you assume and actively fulfil your faculty position upon the termination or expiration of your appointment as President and Vice-Chancellor; for greater certainty, the faculty salary and benefits referred to in paragraph 2.3 will only become payable upon the completion of the time periods and exhaustion of the salary and benefits for those time periods all as contemplated in this contract; there shall be no "double payment" for any one period of time.
16. Notwithstanding any other provision of this contract, the University may terminate this contract and your employment at any time without notice or payment of any monies or any other obligation to you, for any reason that amounts to just cause at law.
17. If you decide to resign from your employment as President and Vice-Chancellor and your employment relationship as a faculty member with the University for any reason prior to the expiry of the term of this agreement, you will provide the University with at least 3 months' prior written notice. Upon such resignation this agreement shall terminate and the University will have no further obligation, whether as to Notice, payment of monies, or otherwise, to you.
18. During the term of this contract, you shall faithfully, industriously and to the best of your ability perform your assigned duties and apply your best efforts to promote the interests of the University. You shall devote the whole of your working time and attention to the business and affairs of the University and shall not, without the prior consent of the Board, undertake work for any organization other than the University or its affiliates.
19. This contract shall be deemed to have been made in, and shall be construed in accordance with, the laws of the Province of New Brunswick, and for the purposes of all legal proceedings, this contract shall be deemed to have been performed in the Province of New Brunswick.
20. Should any provision of this contract become invalid, illegal or not enforceable, it shall be considered separate and severable from the contract as a whole, and the remaining provisions shall remain in force and binding upon the parties as if such severed provisions had not been included.
21. This contract constitutes and expresses the whole agreement of the parties with respect to your employment and appointment and no other alleged prior or future arrangement or understanding forms a part of this contract unless reduced to writing and executed by the parties expressly as an addendum to this contract.
22. In the event of any dispute between the parties in connection with this contract (including, without limiting the foregoing, any of the provisions relating to termination for just cause at law), the matter shall be referred to arbitration in accordance with the *Arbitration Act* of New Brunswick (SNB 1992 c, A-10.1) as amended.

23. This agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

Would you please signify your acceptance of this contract by signing once copy and returning it to us within one week.

Yours truly,

Brian G. Johnston
Chair

#1598109.3

Agreed to this 16 day of January, 2006.

Dr. Robert Campbell

Appendix:
Pension Benefit

During his period of employment with the University, the President will participate in The Pension Plan for Faculty, Librarians, and Senior Administration Officers of Mount Allison University (the "Mount Allison Plan"). In addition the President will be entitled to a retirement allowance upon his retirement or termination from the University. The intent is that the combination of these two programs will result in contributions from the President, and a cost to the University, which will match what would be applicable under the Mount Allison Plan alone if contributions were not subject to limits imposed by the Income Tax Act.

Under the terms of the Mount Allison Plan,

- (a) the President will contribute 6% of his regular earnings for the year to the Mount Allison Plan, subject to a maximum contribution of
 - (i) the contribution limit imposed by the Income Tax Act (currently \$19,000¹ per year), less
 - (ii) 1% of his regular earnings for the year;
- (b) the University will contribute an additional amount to the Mount Allison Plan such that the total contribution for the year by both the President and the University to the Mount Allison Plan is equal to the maximum contribution allowed by the Income Tax Act, subject to
 - (i) a maximum contribution by the University to the Mount Allison Plan of 7.5% of the President's regular earnings for the year, and
 - (ii) a minimum contribution by the University to the Mount Allison Plan of 1% of the President's regular earnings for the year.

In addition, a retirement allowance will be paid on the President's termination of employment or retirement and will be calculated as follows:

¹ Current dollar limits under the Income Tax Act are \$19,000 for 2006, \$20,000 for 2007, \$21,000 for 2008 and \$22,000 for 2009, thereafter increasing each year by the annual increase in the Average Industrial Wage Index.

- each calendar year an amount will be determined as 7.5% of the President's regular earnings for the calendar year, less the amount that the University contributes to the Mount Allison Plan for the calendar year; and
- the retirement allowance will be equal to the sum of such yearly amounts, each with interest added from the year of determination to the date of termination of employment or retirement at the rate of 7.0% per annum, compounded annually. In calculating interest on the yearly amounts, the yearly amounts are assumed to be distributed uniformly throughout the period.

In the event of the President's death while in office, the equivalent retirement allowance to that date will be paid as a death benefit to the spouse or estate of the President.

For greater clarity, the following table illustrates how the above described amounts are to be determined assuming that over the five-year contract period (July 1, 2006 to June 30, 2011) the President's regular earnings are _____ and the current dollar limits specified under the Income Tax Act. For 2010, _____ has been used as the dollar limit for illustration purposes only.

Period	President's Pension Contribution	University's Pension Contribution	Amount Used to Calculate Retirement Allowance	Retirement Allowance if Retirement/Termination Occurs at End of Period
1-Jul-06 to 31-Dec-06				
1-Jan-07 to 31-Dec-07				
1-Jan-08 to 31-Dec-08				
1-Jan-09 to 31-Dec-09				
1-Jan-10 to 31-Dec-10				
1-Jan-11 to 30-Jun-11				

While the University expects that the retirement allowance described herein would be taxable to the President only when received by the President, the University assumes no responsibility for the tax treatment that the President may be subject to on this amount.