

16 April 2018

Dr. Jean-Paul Boudreau
Toronto, Ontario

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

Dear Dr. Boudreau:

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, 2018 to June 30, 2023.
2.
 - 2.1 You may be offered a second term on such terms and conditions as will be negotiated and agreed upon in writing. If the Board intends to offer a second term, you will be advised of such by April 30, 2022. For any such term to take effect, any new contract must be executed by July 31, 2022. If such contract is not executed by July 31, 2022, your compensatory rights are as set out in paragraph 15.2 of this contract. If you are not advised by April 30, 2022 of the Board's intention 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, 2022, the University contemplates that it would be for an additional 5-year term, at the conclusion of which (June 30, 2028) you would be entitled to an "administrative leave" benefit comparable to that contemplated in paragraph 15.2 of this agreement, except that if the contract is renewed for a second term, the compensation payable under paragraph 15.2 after the second term will be for two years' additional salary and benefits at the level in effect on May 31, 2022. Alternatively, you will be given the option to take a leave for up to six months at the end of the first term (commencing June 30, 2023) and the length of the leave will be deducted from the compensation due at the end of the second term on June 30, 2028.
 - 2.3 Except in the circumstances contemplated in paragraphs 16, but including in the event of resignation or termination under paragraph 15, 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 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. Your starting salary shall be \$300,000.00 per annum. Your salary will be reviewed by May 31 of each year, starting on May 31, 2019, by the Board's Human Resource Committee currently 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.
4. You will be provided with a start-up research grant of \$20,000 in 2018. You will also be entitled to a research allowance of up to \$15,000 for each contractual year of this contract. Any amount unused can be carried over for only one year.
5. You will be enrolled in The Pension Plan for Faculty, Librarians, and Senior Administration Officers of Mount Allison University providing a defined contribution in accordance with the Plan. You will also be designated as eligible for the Mount Allison University Supplementary Pension Plan. The University will conduct a review of your existing pension plan(s) to consider whether reciprocity and/or consolidation are available.
6. You will receive a taxable car allowance in the amount of \$1,000 per month, which shall be paid in addition to the base salary payable under paragraph 3.
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 from time to time. 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 Hammond House and reimburse you the cost of a tenants insurance policy related to your occupancy of the house. It is expected that you and your family will take up residence at Hammond House and use it for University-related entertainment. Your use of Hammond House 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 travelling, entertainment and other expenses in connection with your duties as President. Reasonable expenses shall mean economy class air travel where available. The University will pay reasonable travelling expenses of your spouse when attending a function related to your duties as President with you, subject to approval by the Chair of the Board of Regents. Such expenses shall be reimbursed at cost. Expense claims shall be properly documented, supported by invoices and receipts and reported to the Board in accordance with University policies, including the President's Expense Reporting policy. Expenses shall be subject to review and approval by the Board. The University shall not be responsible for payment of club memberships or professional fees unless the Chair

of the Board approves the payment of memberships or professional fees for the President on the basis that membership in such club or organization is judged by the Chair to be in the interest of the University.

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. You recognize that commitments as President take priority over any external commitments and agree to disclose any remuneration received in relation to service on external boards.
12. The University will pay for the fair and reasonable costs associated with moving you and your family, and your household, personal and professional effects, to Sackville, New Brunswick.
13. You will be appointed a tenured member of faculty at the rank of Full Professor in the Department of Psychology, at the top of the salary scale. Upon the expiry of your term as President and Vice Chancellor, or in the event of resignation or termination without cause, you shall be entitled to assume and actively fulfil your position as full professor with tenure in the Psychology Department at top of scale for salary and benefits.
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 of each year, starting on May 31, 2019, 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, 5 and 6 due and owing under this contract for the balance of the term of this contract. Before terminating your employment under this section, you will be provided the opportunity to tender your resignation. If a request for your resignation is made by the University within the last year of the 5-year term, the University will pay you one year's salary and benefits outlined in paragraphs 3, 5, and 6. Any accumulated unused vacation leave shall also be paid to you in a lump sum payment at the time of resignation.
 - 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 a one year administrative leave in the form of compensation of one year's additional salary and benefits outlined in paragraphs 3, 5, and 6, at the level in effect on May 31, 2022, such obligation arising on the University as at June 30, 2023.
 - 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 set out 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. However, nothing in this contract prevents you from engaging during your non-working time in personal or outside interests, including community, charitable and professional development activities, without prior consent so long as such activities do not interfere with your duties as President of the University.
19. The University shall contribute up to \$2,500 one time for reasonable receipted legal fees for you to engage legal counsel for advice on this employment contract.
20. The University shall indemnify you and hold you harmless against any and all liability, costs and expenses that you may sustain or incur in connection with any action, claim, suit or proceeding resulting or arising from or in connection with any acts, omissions, matter or thing done or permitted by you in relation to the performance of your duties and responsibilities as President of the University or alleged so to be. The University will maintain appropriate directors' and officers' errors and omission insurance to cover all such potential liability, costs and expenses, whether any such

any action, claim, suit or proceeding is commenced while you are employed with the University, or subsequently.

21. 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.
22. The University at its discretion may disclose this employment contract to the public.
23. 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.
24. 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.
25. 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.
26. This agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

Please signify your acceptance of this contract by signing one copy and returning it to us at your earliest convenience.

Yours truly,

Mr. Ronald Outerbridge, CPA, CA
Chair, Board of Regents
Mount Allison University

Agreed to this 22 day of May, 2018.

Dr. Jean-Paul Boudreau