

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the “Agreement”) made as of the 10 day of December, 2019.

BETWEEN:

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

(the “University”)

AND:

DR. VIANNE TIMMONS

(“Dr. Timmons”)

WHEREAS:

- A. The University has agreed to offer Dr. Timmons the position as President and Vice-Chancellor of the University pursuant to the terms of the Memorial University Act (the “Act”).
- B. The parties wish to enter into a written agreement describing their relationship and setting out all terms and conditions of this contract of employment.

NOW THEREFORE, in consideration of the mutual terms, covenants and agreements set out herein, the parties hereto agree as follows:

ARTICLE 1 – EMPLOYMENT

- 1.1 Effective on such date as mutually agreed by the Chair of the Board of Regents and Dr. Timmons (the “**Effective Date**”), the University shall employ Dr. Timmons in the position of President and Vice-Chancellor of the University, who shall be responsible for the academic and business affairs of the University, as set out in the Act.
- 1.2 Dr. Timmons shall perform the duties of the position of President and Vice-Chancellor and assume additional duties as may from time to time be prescribed by the Board of Regents of the University (the “**Board**”) or its duly authorized designate.
- 1.3 Subject to the terms and conditions of this Agreement, the University will support Dr. Timmons’ academic appointment as a tenured member of the Faculty of Education, as a Full Professor at the top of the scale, provided that so long as Dr. Timmons holds the position of President and Vice-Chancellor, Dr. Timmons shall not be entitled to receive any compensation, nor be expected to perform any duties, with respect to such academic appointment.
- 1.4 Upon entry by Dr. Timmons into the Faculty of Education, her salary and other entitlements shall be at the top of the scale as determined in accordance with the relevant provisions of the collective agreement then in force applicable to such Faculty, and, to the extent that any Full Professor of that same Faculty is then receiving a market differential, Dr. Timmons shall also be entitled to receive a market differential equivalent to the highest market differential of a Full Professor in that Faculty at the time.

ARTICLE 2 – TERM

- 2.1 The initial term of the appointment as President and Vice-Chancellor shall be for five (5) years from the Effective Date (the “**Term**”), subject to earlier termination as provided in ARTICLE 10 .
- 2.2 Dr. Timmons’ appointment may be renewed for an additional five (5) year term, on such terms and conditions as are agreed between Dr. Timmons and the University pursuant to the University’s Presidential Search, Appointment and Assessment Policy.

ARTICLE 3 – REMUNERATION AND VACATION

- 3.1 Commencing the Effective Date, the University shall pay Dr. Timmons an annual salary of \$450,000.00, in equal bi-weekly payments.
- 3.2 The annual salary shall be reviewed in each year of the Term following the annual Presidential Assessment in accordance with the Board’s Presidential Search, Appointment and Assessment Policy (or any successor or replacement policy).
- 3.3 Dr. Timmons shall be entitled to four (4) weeks annual vacation, to be taken at a time to be agreed with the Chair of the Board. Dr. Timmons shall be entitled to carry over up to two (2) weeks of unused annual vacation to the subsequent year, with the approval of the Chair of the Board.

ARTICLE 4 - RESEARCH GRANT

- 4.1 Dr. Timmons shall be provided with an annual research grant in the amount of \$25,000.00 dollars to support research related expenses in accordance with University policies. The research grant will be used to advance her academic or scholarly research, education and training. The research grant may not be paid out in cash in lieu. If Dr. Timmons is no longer employed as President and Vice-Chancellor of the University, the research grant will be cancelled net of any outstanding accumulated expenses, effective the date of termination of her employment, provided however that the research grant may be available with the approval of the Chair of the Board during Administrative Leave if she will be returning to the University to work as a Full Professor after such Administrative Leave has been completed.

ARTICLE 5 – PENSION AND BENEFIT PLANS

- 5.1 Dr. Timmons shall be eligible to participate in the Memorial University Pension Plan during her term as President and Vice-Chancellor, along with the University’s Supplementary Retirement Benefit Agreement.

It is envisioned that Dr. Timmons will transfer her benefits accrued in the University of Regina retirement plan(s) with respect to her pensionable service with the University of Regina to the Memorial University Pension Plan. If such a transfer is not possible, then the parties will agree to a further or amended supplementary retirement benefit agreement if necessary to keep Dr. Timmons whole in respect of retirement benefits, taking into account benefits that Dr. Timmons would receive from the University of Regina retirement plan(s), so that she would receive in total what she would have received from the Memorial University Pension Plan she were able to transfer her accrued retirement benefits with University of Regina to the Memorial University Pension Plan.

- 5.2 Dr. Timmons shall be eligible to participate in all group benefit plans during her Term as President and Vice-Chancellor, which apply and are available to employees of the University.

ARTICLE 6 – ADMINISTRATIVE LEAVE

- 6.1 Subject to Section 6.2, Dr. Timmons will accumulate Administrative Leave at the rate of 2.4 months for each completed year of service as part of the Term of this Agreement to a maximum of 12 months, which Administrative Leave will be deferred until the end of the Term (including any renewal thereof).
- 6.2 Administrative Leave shall be on the basis of Dr. Timmons' salary as President and Vice-Chancellor in effect from time to time and may only be taken following the completion of the Term (including any renewal thereof) unless notice has been provided by the University pursuant to Section 10.2, and provided however that there will be no entitlement to Administrative Leave or payment in lieu thereof as provided in Sections 10.1, 10.6, and 10.7. The Administrative Leave entitlement includes annual base salary, pension accruals and benefits under the University benefit plans that are generally available to all employees and which, for further certainty, shall not include the benefits set out in ARTICLE 8 and Section 9.2.
- 6.3 Dr. Timmons will be responsible to submit to the Chair of the Board, in advance of taking such Administrative Leave, a plan for the Administrative Leave and to provide regular reports on activities engaged in during such Administrative Leave. If Dr. Timmons advises the Chair of the Board that she does not plan to enter the faculty bargaining unit following the completion of Administrative Leave, the Chair of the Board may, in her discretion, waive this requirement to report.
- 6.4 For clarity, it is acknowledged and agreed that Dr. Timmons shall have no entitlement to receive compensation for Administrative Leave and compensation as a Full Professor with the University at the same time.

ARTICLE 7 – RELOCATION

- 7.1 Dr. Timmons shall be reimbursed for all reasonable and receipted expenses incurred for her and her family's relocation from Regina, Saskatchewan to St. John's, Newfoundland and Labrador, including all moving, real estate commission and legal fees and disbursements associated with the acquisition of a family home in St. John's, Newfoundland and Labrador.

ARTICLE 8 – TRAVEL, ENTERTAINMENT AND SUPPORT

- 8.1 While President and Vice-Chancellor (and not while in receipt of Administrative Leave or while receiving compensation as a Full Professor with the University):
- (a) When travelling on University business, Dr. Timmons is entitled to travel Business Class.
 - (b) The University shall pay the normal and reasonable incurred costs of any travel by her spouse when her spouse accompanies him/her to a function in which the President and Vice-Chancellor is engaged in official University business and where it is reasonable that the spouse accompanies.

- (c) Dr. Timmons shall be entitled to reimbursement for reasonable receipted travel and other expenses, including entertainment expenses, incurred in the performance of her duties pursuant to this Agreement, and as authorized by the Chair of the Board, and consistent with University Policies and Procedures. This includes making available the appropriate University facilities.
- (d) The University shall provide Dr. Timmons with the office, support staff and appropriate equipment necessary to the proper discharge of her responsibilities.

ARTICLE 9 - OTHER BENEFITS

- 9.1 Dr. Timmons shall be reimbursed for reasonable professional fees incurred for financial, tax or legal advice with respect to the terms of her appointment as President and Vice-Chancellor.
- 9.2 Dr. Timmons shall, while President and Vice-Chancellor only and not while in receipt of Administrative Leave or while receiving compensation as a Full Professor with the University, be entitled to and the University shall pay the following amounts:
 - (a) A car allowance of \$1,000 per month, which shall be considered a taxable benefit.
 - (b) A housing assistance allowance of \$1,500 per month for the use of Dr. Timmons' residence, which shall be considered a taxable benefit.
 - (c) A \$4,000 annual flexible spending benefit. The flexible spending benefit is made up of two accounts to which Dr. Timmons can allocate funds on an annual basis. The health spending account ("HSA") provides reimbursement for qualifying health and dental expenses for Dr. Timmons and her eligible dependents. Benefits paid from the HSA are non-taxable. The personal spending account ("PSA") provides reimbursement for eligible expenses that promote wellness through physical fitness. Dependents are not eligible for the PSA. Benefits paid from the PSA are considered taxable income. The HSA may be used to cover private medical assessments.

ARTICLE 10 – TERMINATION

- 10.1 The University reserves the right to terminate this Agreement for cause at any time, without notice notwithstanding the provisions of this Agreement. Where the University terminates this Agreement for cause, the University is not obligated to make any payment in lieu of notice resulting from the termination nor any payment for accumulated Administrative Leave.
- 10.2 Notwithstanding Section 10.1, the University may, at any time, without providing any advance notice or reason for doing so, terminate Dr. Timmons' appointment as President and Vice-Chancellor without cause by written notification.

In the event of such termination without cause, Dr. Timmons shall be entitled to one of the following, at her option:

Option A:

In the event that Dr. Timmons wishes to remain at the University, she may continue her tenured academic appointment as a Professor in the Faculty of Education and receive:

- (a) the accumulated Administrative Leave earned by Dr. Timmons to the date of termination of her appointment as President and Vice-Chancellor; and
- (b) a severance payment equivalent to the lesser of:
 - (i) 18 months' of her annual base salary, pension accrual based on Section 5.1 for 18 months commencing on the date of termination and the reasonable cost of replacing all group benefits provided for in Section 5.2 (which for clarity does not include benefits described in ARTICLE 8 and Section 9.2) for 18 months commencing on the date of termination unless the University maintains coverage for Dr. Timmons under such University group benefit plans, less 18 months' academic rank salary for the position that she returns to in the Faculty of Education; or
 - (ii) the balance of annual base salary remaining to be paid for that portion of the Term of this Agreement still outstanding (in this provision, the "Term Remaining"), pension accrual based on Section 5.1 for the Term Remaining commencing on the date of termination and the reasonable cost of replacing all group benefits provided for in Section 5.2 (which for clarity does not include benefits described in ARTICLE 8 and Section 9.2) for Term Remaining commencing on the date of termination unless the University maintains coverage for Dr. Timmons under such University group benefit plans; or

Option B:

In the event that Dr. Timmons chooses to leave the University and not continue her tenured academic appointment as a Professor in the Faculty of Education she will receive:

- (a) payment of an amount equivalent to the accumulated Administrative Leave earned by Dr. Timmons to the date of termination of her appointment as President and Vice-Chancellor;
- (b) a severance payment equivalent to the lesser of:
 - (i) 18 months' of her annual base salary, pension accrual based on Section 5.1 for 18 months commencing on the date of termination and the reasonable cost of replacing all group benefits provided for in Section 5.2 (which for clarity does not include benefits described in ARTICLE 8 and Section 9.2) for 18 months commencing on the date of termination unless the University maintains coverage for Dr. Timmons under such University group benefit plans; or
 - (ii) the balance of annual base salary remaining to be paid for that portion of the Term of this Agreement still outstanding (in this provision, the "Term Remaining"), pension accrual based on Section 5.1 for the Term Remaining commencing on the date of termination and the reasonable cost of replacing all group benefits provided for in Section 5.2 (which for clarity does not include benefits described in ARTICLE 8 and Section 9.2) for Term Remaining commencing on the date of termination unless the University maintains coverage for Dr. Timmons under such University group benefit plans.

- 10.3 For further certainty, in the case of each of Option A and Option B the severance payment shall be paid in lump sum and be subject to all statutory deductions and withholdings.
- 10.4 The severance payment shall be paid within 30 days of Dr. Timmons advising the University of which Option she elects to take.
- 10.5 Upon termination of this Agreement by the University for cause pursuant to Section 10.1 or in the event Dr. Timmons chooses Option B in Section 10.2, Dr. Timmons shall cease to hold both her administrative and academic appointments, unless otherwise agreed by the parties.
- 10.6 This Agreement shall terminate forthwith upon the death of Dr. Timmons and there is no entitlement to payment for accumulated Administrative Leave upon death of Dr. Timmons.
- 10.7 Dr. Timmons may terminate this Agreement by giving 180 days' notice in writing to the Chair of the Board of her intention to terminate this Agreement, thereby forfeiting any accumulated Administrative Leave. The University may waive all or some of that notice, in its discretion, which waiver must be in writing.

ARTICLE 11 - PRESIDENT'S DUTIES AND OBLIGATIONS

- 11.1 During the Term, Dr. Timmons shall faithfully, industriously and to the best of her ability perform assigned duties and apply best efforts to promote the interests of the University.
- 11.2 Dr. Timmons shall devote the whole of her working time and attention to the business and affairs of the University.
- 11.3 Prior to accepting additional appointments or engagements or any directorships, consultancy or other position not directly associated with the President's duties, Dr. Timmons shall obtain written approval from the Chair of the Board. Dr. Timmons recognizes that commitments as President take priority over any external commitments and will disclose to the Chair of the Board any remuneration received in relation to service outside the University. For clarity, the University approves Dr. Timmons acting as a director of Via Rail, which position she currently holds.
- 11.4 Dr. Timmons shall be accountable to the Chair of the Board and shall meet with the Chair regularly, or at the Chair's request, to discuss matters which the parties consider to be relevant to the management of the University and her role and performance.
- 11.5 Dr. Timmons shall be bound by and faithfully observe and abide by all policies and procedures of the University as amended from time to time.
- 11.6 Without limiting the generality of Section 11.5, Dr. Timmons shall not, while employed by the University nor thereafter, except as required by law, directly or indirectly without the Chair of the Board's approval, disclose or use, directly or indirectly any secret or confidential information knowledge or data of the University to the detriment of the University howsoever obtained; divulge to any person, firm or corporation any invention process, technique, program, service of the University, or any other confidential information, patent application, copyright, trademark or trade secret acquired as a result of Dr. Timmons' employment or in the course of Dr. Timmons' employment or divulge to any person, firm or corporation any of the kind of confidential financial affairs of the University.

- 11.7 Upon the expiration of the Term or on other termination of the within appointment, Dr. Timmons shall forthwith deliver or cause to be delivered to the University all books, documents, effects, money, securities or other property belonging to the University or for which the University is liable to others, which are in the possession or control of Dr. Timmons.

ARTICLE 12 – DISPUTE RESOLUTION

- 12.1 Should there be any claims, disputes, controversies or differences in respect of any matters arising from this Agreement (“**Disputes**”), including, but not limited to, the interpretation, application and termination of this Agreement or the employment of Dr. Timmons, the University and Dr. Timmons agree to submit all such Disputes to final and binding confidential private arbitration before a single arbitrator in Newfoundland and Labrador under such terms as provided by the Arbitration Act.
- 12.2 The University reserves the right to seek injunctive relief or other recourse in the courts in respect of the confidentiality provisions of this Agreement.

ARTICLE 13 – GENERAL

- 13.1 The parties acknowledge that this Agreement may be modified as a result of further discussions between Dr. Timmons and the Chair of the Board, subject to the final ratification of any amended terms by the Board. Any amendment to this Agreement must be in writing and executed by both parties.
- 13.2 This Agreement constitutes and expresses the whole of the agreement between the parties with respect to Dr. Timmons’ employment and appointment and no other alleged prior or future arrangement or understanding forms part of this Agreement unless reduced in writing and executed by the parties expressly as an addendum to this Agreement.
- 13.3 All notices hereunder shall be in writing and delivered by hand, mail or courier to the addresses shown below, or such other address as may be notified by either party:

The University: Chair
 Board of Regents
 Memorial University of Newfoundland
 Arts and Administration Building
 St. John’s, NL
 A1C 5S7

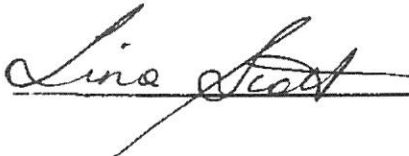
Dr. Timmons: [insert address for notice in NL once available]

- 13.4 Should any provision of this Agreement become invalid, illegal or not enforceable, it shall be considered separate and severable from the Agreement as a whole and the remaining provisions shall remain in force and binding upon the parties in such severed provisions had not been included.
- 13.5 The provisions of this Agreement will survive the termination of this Agreement to the extent necessary to effectuate the terms contained herein.
- 13.6 It is acknowledged that the University will disclose this Agreement and any amendment or renewal to the public.
- 13.7 This Agreement shall be construed in accordance with the laws of the Province of Newfoundland and Labrador.
- 13.8 This Agreement may be signed in one or more counterparts, which, taken together will constitute one Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date written above.

SIGNED, SEALED AND DELIVERED
by the University in the presence of:

MEMORIAL UNIVERSITY OF
NEWFOUNDLAND


_____ Per:



Iris Patten
Chair, Board of Regents

SIGNED, SEALED AND DELIVERED
by Dr. Timmons in the presence of:





Dr. Vianne Timmons