June 4, 2020

Dr. Susan Tighe

Dear Susan:

On authorization of the Board of Governors of McMaster University, and pursuant to a recommendation of the Senate of the University, I am pleased to offer you the appointment of Provost and Vice-President (Academic) and an academic appointment as a tenured Professor in the Department of Civil Engineering. Once you sign and return this letter it will become a binding contract ("Agreement") between you and the University. For further clarity the terms of this Agreement will be reviewed in the event that Compensation Restraint Laws (defined below) are substantially amended.

1. Position.

   a. If you accept this offer of employment, you will be appointed as Provost and Vice-President (Academic) ("Appointment") and as a tenured Professor in the Department of Civil Engineering. During the term of this Appointment, you will faithfully, effectively and satisfactorily perform all of the duties and acts that are usual or necessary in carrying out the Office of the Provost, including those which may be required by the McMaster University Act, 1976 and those described in the attached Schedule "A" hereto, which is incorporated into, and forms part of, this Agreement.

   b. Subject to the approval of the Senate and the Board of Governors, the duties and responsibilities as defined in the attached Schedule "A" may be amended from time to time by the University as it deems necessary.

   c. Each contract year, you will develop and implement annual performance objectives in addition to the normally expected duties of the position. These annual performance objectives will form the basis of your annual salary review referenced in paragraph 3. Annual performance objectives shall be subject to review by, and agreement of, the President.

2. Effective date. The Appointment will begin on July 1, 2020 ("Start Date"). We anticipate that the Appointment will end on June 30, 2025 ("End Date"), but either you or the University can terminate the Appointment at any time in accordance with paragraph 10 below. Unless the Agreement is terminated in accordance with paragraph 10, or we agree in writing to renew the Appointment, the Appointment will end without further notice on June 30, 2025.
3. Compensation.

   a. Remuneration Review. Your compensation is subject to compensation restraint legislation, including Part IV.1 of the *Broader Public Sector Accountability Act, 2010*, SO 2010, c 25 and the *Broader Public Sector Executive Compensation Act, 2014*, SO 2014, c 13, Sch 1, and related regulations, as amended from time to time (collectively, “Compensation Restraint Laws”). Your compensation may be reviewed during the term of your Appointment, subject to the approval of the Board of Governors and to the extent permitted under Compensation Restraint Laws. In the event that Compensation Restraint Laws are substantially amended during the Appointment, the terms of this Agreement will be reviewed and mutually acceptable adjustments, compliant with amended Compensation Restraint Laws, may be negotiated at that time.

   b. Salary. You will receive an annual base salary of $300,000 (less all applicable tax withholdings and other statutory deductions based on 26.0892 payroll deposits per year), prorated for partial years, if any. This salary shall continue during your annual vacation leave and is inclusive of your vacation pay entitlements under the *Employment Standards Act, 2000*, as amended from time to time (“ESA”).

   c. Performance/Variable Pay. In addition to your Salary, you will be eligible to participate in the Performance/Variable Pay Plan (“P/VP Plan”) with the specific terms of your P/VP Plan will be communicated to you by the President on an annual basis. It is understood that the P/VP Plan payment will be an annual payment up to the greater of:

   i. 10% of your annual salary, or

   ii. the amount permitted under Compensation Restraint Laws.

The University reserves the right to amend the P/VP Plan from time to time.


   a. Health & Welfare Benefits. You will continue to be entitled to health and welfare benefits, including extended health and dental benefits, long term disability coverage, life insurance, and tuition assistance/bursary benefits, the details of which are summarized in the accompanying document titled, “Benefit Plan Summary for Vice- Presidents”.

   b. Defined Benefit Pension Plan. You are entitled to continue to participate in the *Contributionary Pension Plan for Salaried Employees of McMaster University Including McMaster Divinity College 2000*, as summarized in the accompanying document titled, “Highlights of the McMaster Salaried Pension Plan – Applicable to Vice- Presidents”.

   c. Supplemental Defined Contribution Plan. If and when it becomes permissible under Compensation Restraint Laws, you will be entitled to participate in the *McMaster University Defined Contribution Supplemental Retirement Plan for Specified Employees (Supplemental Plan)*. The University reserves the right to amend, modify or terminate the Supplemental Plan, in whole or in part, in its sole discretion.

   d. Vehicle Allowance. In order to conduct your duties on behalf of the University, you will...
be provided with a bi-weekly vehicle allowance, which amounts to $9,600 per year. You will not be entitled to reimbursement for any expenses related to the use of your vehicle for University business purposes within the area covered by the City of Hamilton and the City of Burlington. Reimbursement for travel outside this specified area will be compensated at the University's current per kilometer rate, in accordance with University policies and procedures, which may be amended from time to time.

c. **Research Expenses.** During each year of this Agreement, the University will reimburse reasonable research expenses you incur in the pursuit of your scholarly activities to a maximum amount of $60,000 per year ("research amount"). All reimbursements made to you for this amount shall be supported by proper documentation evidencing your expenses(s). Any unused balance of this research amount may be carried forward from one year to the next to a carry-forward maximum of $60,000, provided that the total balance in the research account does not exceed $120,000 in any single contract year. The remaining unused balance upon the termination of this Agreement may be used in pursuit of your scholarly activities for a period of up to two years after the date of the end of the Term of this Agreement, provided you maintain an academic appointment in accordance with paragraph 12 below. Any assets purchased with the research amount are and will remain the property of the University.

f. **Technology.** You may use University property, such as a laptop or mobile phone, in the course of your duties, but all such property will remain the property of the University during and after the term of your Appointment.

g. **Relocation Expense Reimbursement.** Upon submission of original receipts, you are eligible for reimbursement of expenses you incur during the period from today to and including December 31, 2022 for the purposes of relocating your residence to the Hamilton area, up to a maximum of $30,000. These expenses may include realtor’s fees, costs of relocation of household and personal effects, legal fees, land transfer tax, rental charges for temporary accommodation, and other costs directly related to your relocation.

5. **Leaves, Vacations & Holidays.**

   a. **Annual Vacation Leave.** You are entitled to an annual paid vacation leave of six weeks in accordance with the University’s policies and practices, inclusive of your vacation entitlements under the ESA.

   b. **Public Holidays.** You are entitled to all specified holidays generally observed by University faculty and staff, inclusive of your public holiday entitlements under the ESA.

   c. **Administrative Leave.** You are eligible for an administrative leave, with the approval of the President, in accordance with the University’s Administrative Leave Policy, as amended from time to time. No personal financial compensation will be available for any leave not taken.

   d. **Other Statutory Leaves.** You are entitled to other unpaid statutory leaves of absence to the extent required under the ESA.

a. You will be reimbursed, in accordance with the University’s policies, for reasonable and necessary expenses incurred in connection with the fulfillment of your role as Provost and Vice-President (Academic). These expenses are subject to final approval of the President.

b. If you have any questions about whether the expenses you will incur will be approved by the President, you will seek the approval of the President before you incur such expenses. If you fail to seek such approval, and the President determines that your expense(s) did not fall within the scope of the University’s policies or this Agreement, the President will not approve, and you will not receive reimbursement for such expenses.

c. Reimbursement for your travel expenses for trips that are in excess of one week outside of Canada is subject to prior written approval by the President. You will provide the President with reasonable notice of such proposed expenses.

d. Only airline travel that is outside of North America may be business class. If you seek an exception to this use of business class travel, you must obtain the prior written approval of the President.

e. There are certain occasions, including long distance business-related trips and business-related social activities, where you are permitted to utilize taxis or limousines in lieu of driving.

7. Gifts. If you receive a gift valued at $500 or more and if the gift was given to you in your capacity as a representative of McMaster University, including any gift given while you were traveling on University business or receiving visitors to the University, you are required to disclose to the President the nature of the gift, its approximate commercial value; the circumstances under which the gift was given to you, and whether the gift was received by you as a representative of McMaster or in your individual capacity. Any such unapproved gifts that are received by you as a representative of McMaster University shall be disposed of in a manner agreed to in writing by the President.

8. Service Contracts. You agree to submit any existing or proposed employment or service contract, including renewals and amendments, involving the University and your partner or family members to the President for review and approval, amendment or rejection.

9. Source Deductions. Your remuneration and taxable benefits under this Agreement shall be subject to statutory deductions, withholdings and remittances for income tax, the Canada Pension Plan, and employment insurance.

10. Termination of Employment.

a. End of Term. Unless this Agreement is terminated earlier in accordance with the following paragraphs, or we agree in writing to renew your Appointment, this Agreement will end without further notice on June 30, 2025.

b. Resignation. You may, without providing reasons for doing so, terminate your
Appointment as Provost and Vice-President (Academic) by providing the Board with at least six months' written notice. Following your notice of resignation, the University acknowledges and agrees that you may maintain your academic appointment as Professor with tenure in the Faculty of Engineering, subject to the policies and procedures established by the University from time to time related to tenured faculty members. However, the University may, at its sole discretion, determine the extent to which you will remain active and/or appointed as Provost and Vice-President (Academic). In any event, the University will continue your benefits and remunerations for the duration of the resignation notice period, unless your employment is terminated for cause.

c. Termination for Cause. Notwithstanding paragraph two above, the Board may terminate your Appointment as Provost and Vice-President (Academic) at any time for "cause", without notice or salary and benefits in lieu, save and except notice or wages and benefits that may be required under the ESA, if any. "Cause" includes anything that would constitute just cause for summary dismissal at common law. The failure by the University to rely on this provision in any given instance or instances shall not constitute a precedent or be deemed a waiver.

d. Termination Without Cause. The University may terminate your Appointment as Provost and Vice-President (Academic), in its sole discretion for any reason, without cause, by providing you with six months' notice, or wages and benefits in lieu, inclusive of your termination notice entitlements under s. 57 of the ESA, plus:

i. all accrued remuneration, entitlements and benefits as of the date of termination notice; and

ii. statutory severance pay, if any, as required under s. 64 of the ESA.

The University acknowledges and agrees that if your employment as the Provost and Vice-President (Academic) is terminated under this paragraph, you may nevertheless maintain your academic appointment, subject to the policies and procedures established by the University from time to time related to tenured faculty members.

e. Provisions Applicable to Any Termination.

i. Except as described in this Agreement, you will have no claim against the University, its affiliates, or any of its or their officers, directors or employees, for damages arising out of the termination of your employment, whether arising pursuant to the ESA, the common law or otherwise.

ii. All equipment, documents, property or any other materials of any kind, including confidential information, created or obtained by you in the course of your employment, shall be surrendered promptly to the University, in good condition, upon the termination of your employment.

iii. The rights and obligations in this Agreement which, by their nature survive the termination of your employment, shall continue in full force and effect notwithstanding the termination of your employment by either party.

f. The Parties agree that, should you become disabled such that you are incapable of
performing the duties of Provost and Vice-President (Academic) for one year, your appointment as Provost and Vice-President (Academic) shall be terminated in accordance with paragraph 10(d) above. You acknowledge that, in such circumstances, accommodation for the position of Provost and Vice-President (Academic) would amount to undue hardship for the purposes of the Ontario Human Rights Code, R.S.O. 1990, c. H. 19.

g. The University acknowledges and agrees that if your appointment as Provost and Vice-President (Academic) is terminated under this paragraph, you may nevertheless maintain your academic appointment, subject to the policies and procedures established by the University from time to time related to tenured faculty members.

11. Faculty Appointment.

a. If you accept this Appointment as Provost and Vice-President (Academic), you will also receive an academic appointment as Professor with tenure in the Department of Civil Engineering in accordance with the policies and procedures of the University. If this Agreement is terminated prior to its expiry, you will be entitled to assume full-time the duties of full professor in the Faculty of Engineering, with tenure. The termination of this Agreement, whether for cause or not, shall not result in the termination of your academic appointment, unless the reasons for the termination of this Agreement constitute "adequate cause" for the termination of tenured faculty members in accordance with the policies and procedures established by the University from time to time.

b. Your salary for your academic appointment, following the completion of your Appointment, will be established in accordance with the applicable University policy, which you acknowledge may change from time to time. At the time of the execution of this Agreement, University policy provides that the salary for your academic appointment will be the equivalent to the average of the highest four salaries paid to tenured faculty at the University, excluding salaries paid to administrative faculty and salaries and stipends paid in the Faculty of Health Sciences, calculated as at the date of the termination or expiration of this Agreement, as the case may be.

c. In your academic appointment, you will continue to be subject to all pertinent rules, regulations, policies, and procedures governing faculty members as established from time to time. Further, your academic appointment may only be terminated in accordance with the policies and procedures established by the University for termination of tenured faculty members.

d. While employed as the Provost and Vice-President (Academic), you will not be eligible to accrue or take Research Leave.

12. Miscellaneous.

a. Legal Advice. You acknowledge and agree that you have obtained independent legal advice in connection with the execution of this Agreement. Further, you acknowledge and agree that you have executed this Agreement voluntarily and with full knowledge of, and in agreement with, all of its terms and provisions.
b. Notices. All official notices sent under this Agreement shall be in writing and served by email, facsimile or overnight courier to the addresses shown below. Either party may change its address by written notice to the other party.

University:
President and Vice-Chancellor
McMaster University
Office of the President
Gilmour Hall Room 238
1280 Main Street West
Hamilton, ON L8S 4L8
Email: president@mcmaster.ca

Provost and Vice-President (Academic)
McMaster University
Office of the Provost
University Hall, Room 201
1280 Main Street West
Hamilton, ON L8S 4L8
Email: provost@mcmaster.ca

c. Entire Agreement. If you accept this offer of employment it will constitute the entire agreement between you and the University, and all other agreements, whether written or oral, express or implied, which may have existed between you and the University are hereby superseded and terminated.

d. Privacy & Access to Information. You acknowledge and agree that the University is subject to the provisions of the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, C. F. 31, and that the details of this Agreement may be made public to all of the University’s stakeholders and members of the general public. Furthermore, you consent to the University’s collection, use, and disclosure of personal information about you, your spouse or partner, dependents or beneficiaries, to the extent that this is reasonably required to administer the employment relationship. You understand and acknowledge that you do not have a reasonable expectation of privacy in your use of the University’s communications and electronic systems.

e. Jurisdiction. This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and Canada, as applicable, as they exist on the date on which this Agreement has been executed by both Parties.

f. Severability. If any provisions of this Agreement become, or are deemed to be, invalid, illegal or unenforceable, such provision shall be deemed amended to conform to applicable law so as to be valid and enforceable or, if it cannot be amended without materially altering the intention of the parties, it shall be stricken and the remainder of the Agreement shall remain in full force and effect.

g. No Waiver. No failure on the part of either party to exercise, and no delay in exercising, any right, remedy, or power under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy or power preclude any other or further exercise of any other right, remedy, or power under this Agreement. No waiver shall be valid unless it is in writing and signed by the party to be bound thereby.

h. Counterparts. This Agreement shall be executed by the parties on the dates, and at the places specified below, and shall be executed in two original copies which shall each be deemed to be an original.

* * *
It just remains for me to welcome you to McMaster University. I am delighted that you are joining us and looking forward to working with you very much.

Please indicate your acceptance of this Agreement by signing below and returning this letter to me as soon as possible.

If you have any questions regarding any of these terms please do not hesitate to contact me.

Yours Sincerely,

David Farrar
President and Vice-Chancellor
McMaster University

cc: University Secretary
    Human Resources

ACCEPTANCE

I have had sufficient time to review this Agreement, and hereby accept the Appointment in accordance with the terms and conditions set out above. Receipt of a copy of this letter is hereby acknowledged.

[Signature]
SUSAN TIGHE
June 4, 2020
DATE
**SCHEDULE "A"**

Complete Policy Title:  
Provost and Vice-President (Academic)  
Terms of Reference  
Approved by:  
Senate  
Board of Governors  
Date of Original Approval(s):  
Policy Number (if applicable):  
Date of Most Recent Approval:  
June 4, 2020  
Supersedes/Amends Policy dated:  

Responsible Executive:  
President  
Enquiries:  
University Secretariat  

DISCLAIMER:  
If there is a Discrepancy between this electronic policy and the written copy held by the policy owner, the written copy prevails.

McMaster University is a leading research-focused student-centred university and is committed to developing a distinctive, personalized, engaging and sustainable student experience, maintaining and further strengthening its capability for outstanding research and scholarship, and enhancing the connections between the University and the communities we serve, locally, provincially, nationally and around the globe.

The Provost and Vice-President (Academic) is the senior Vice-President and Chief Academic Officer of the University. The Provost reports to the President and Vice-Chancellor and is accountable to the President and the Senate for the academic administration, planning and development of the University. The Provost provides vision and leadership for all of McMaster's academic activities including faculty recruitment, retention and promotion; attracting and retaining excellent students; enrolment management; graduate and undergraduate program development and assessment; student life; library resources; and strategic planning, including oversight of the academic budget and space allocation. The Provost is responsible for fostering an environment that promotes equity and inclusion and where creativity, scholarship, research and teaching excellence can flourish and where students and faculty members can excel.

The Provost serves as Vice-Chair of Senate, is a member of the Board of Governors, and a member of key committees of these two governing bodies. The Provost is also a member of the President's Executive and, as the senior Vice-President, assists the President in co-ordinating the work of the Vice-President (Research), the Vice-President (Administration), the Dean and Vice-President (Health Sciences) and the Vice-President (University Advancement).

The position of Provost shall be held by a qualified faculty member, appointed for a renewable five-year term. The individual will be selected by a Senate Ad Hoc Selection Committee for nomination through the Senate Committee on Appointments to the Senate and the Board of Governors, as required by The McMaster University Act, 1976 and the Senate By-laws.

**REPORTING RELATIONSHIPS**

Reports to:  
The President and Vice-Chancellor

Directly Reporting Positions:  
Vice-Provost (Faculty);  
Vice- Provost and Dean of Graduate Studies;

**BRIGHTER WORLD**
Vice-Provost (International Affairs);  
Associate Vice-President (Equity and Inclusion);  
Associate Vice-President (Students and Learning) and Dean of Students;  
Associate Vice-President, Finance and Planning (Academic);  
Associate Vice-President (Institutional Research and Analysis);  
Assistant Vice-President and Chief Technology Officer – jointly with Vice-President (Administration)  
Six Faculty Deans for academic matters - Business, Engineering, Health Sciences, Humanities, Science and Social Sciences;  
Five Faculty Deans for budgetary matters - excluding Health Sciences;  
University Librarian; and  
Director, McMaster Museum of Art;  
Collaborates with:  
Vice-President (Research), Dean and Vice-President (Health Sciences), Vice-President (Administration), Vice-President (University Advancement), Assistant Vice-President (Administration) & Chief Financial Officer, Assistant Vice-President & Chief Facilities Officer, Assistant Vice-President and Chief Human Resources Officer, Assistant Vice-President (Communications and Public Affairs), and Executive Advisor (Government Relations)  

KEY COMMITTEES

Board of Governors (member)  
Planning and Resources Committee (member)  
Senate (vice-chair)  
[Board-Senate] University Planning Committee (chair)  
Budget Committee (member)  
Committee on Appointments (member)  
Senate Executive (member)  
Graduate Council (member)  
Undergraduate Council (member)  
All of the Faculties (member)  
President/Vice-Presidents (member)  
President/Vice-Presidents/Deans (member)  
Provost’s Council (chair)  
Joint Indigenous-Administration Consultation Group (chair)  

MAJOR RESPONSIBILITIES

The Provost and Vice-President (Academic) provides vision and leadership for all of McMaster's academic activities and works closely with the President and members of the senior administration to promote and ensure high-quality academic programming, recruit and support excellent faculty and students, oversee the University's academic planning and associated budget processes, and support the promotion of an environment where the contributions of the diverse members of the McMaster community are appropriately acknowledged and recognized.

A. Academic Strategy and Planning

Working within the collegial decision-making environment and governance processes of the University and collaborating closely with the President and colleagues within the senior administration, the Provost:
1. Leads the establishment of the academic goals of the University, and the setting of academic strategy and priorities that are consistent with the University's mission and vision, and in alignment with the strategic priorities and direction outlined by the President.

2. As Chief Academic Officer, leads the development of the University's strategic mandate agreement with the provincial government and ensures that the academic direction of the University is appropriately reflected in such documents.

3. Leads the process of academic planning throughout the University, supporting the Deans in planning and setting priorities for individual Faculties, Departments and Units that are consistent with the University's overall strategic direction and strategic mandate agreement, including cross-Faculty collaboration and interdisciplinary initiatives.

4. Supports and advances inclusive excellence by strengthening and sustaining institutional infrastructure and capacity to integrate equity, diversity and inclusion principles and practices through the academic strategy and priorities.

5. Directs and supports the Vice-Provost (International Affairs) in developing and implementing the University's internationalization strategy, working closely with the Vice-President (Research) with regard to international research partnership and collaborations, and supporting the Deans with regard to the internationalization of the academic curriculum.

6. Leads and supports the development of strategy related to the University's community engagement activities, working closely with other members of the senior administration to build partnerships and relationships that enable the University to be an effective, respectful and impactful partner to the local community and beyond.

7. Convenes the Joint Indigenous-Administration Consultation Group, working in partnership with Indigenous colleagues and members of the senior administration to identify and address barriers, resolve areas of concern, and advance the University's positive response to the Truth and Reconciliation report.

B. Faculty Recruitment, Retention and Promotion

1. Assumes leadership and responsibility for the recruitment, retention, development and advancement of faculty, including ensuring the provision of appropriate training and development opportunities for faculty at all stages of their academic careers, commensurate with the University's commitment to equity, diversity, and inclusion and works to foster an environment where research, pedagogical innovation, community-engaged scholarship, Indigenous knowledge and methodologies, and academic service of all kinds are recognized and supported, and where faculty members are encouraged to excel.

2. In conjunction with the President, appropriate committees and the Senate, makes key academic decisions, including with regard to faculty appointments, tenure and promotion recommendations, and academic programming.

C. Student Recruitment, Retention and Experience

1. Oversees the continued development and provision of high-quality, innovative programs of study and research, as well as associated services, to create an enhanced student experience.
experience for undergraduate and graduate students that integrates teaching and research, is consistent with the University's strategic priorities and direction, promotes and supports inclusion across McMaster's diverse student body, and prepares students to be engaged and thoughtful citizens.

2. Oversees the student recruitment and enrolment management strategy and processes, including international student recruitment and support, promoting effective integration across all areas of student recruitment, admissions, registration and student support, and works in conjunction with the Deans to ensure appropriate supports within each of the Faculties and other areas.

3. Promotes and supports a high-quality experience for students both within and beyond the classroom, including fostering experiential and active-learning experiences, promoting the integration of research within the undergraduate curriculum, ensuring the provision of appropriate supports and services, and supporting the quality of student life at all levels.

D. Planning and Budgeting Processes

1. Leads the formulation of University-wide planning and budgeting processes, ensuring the relevance and fiscal accountability of the University-wide budget and its alignment with the University's strategic priorities and direction, and the strategic mandate agreement.

2. In partnership with the Vice-President (Administration), exercises responsibility for the budget control procedures approved by the Board of Governors.

3. Oversees the University Fund, working in close collaboration with the President and other Vice-Presidents to prioritize projects, initiatives and areas of investment.

4. Supports the Vice-President (Administration) in maintaining and updating the University's capital plan, ensuring that the plan supports academic priorities and needs with regard to the development, expansion and upgrading of academic and research space, and collaborates with the Vice-President (Administration) and the Assistant Vice-President & Chief Facilities Officer in the development and implementation of major academic building projects.

E. Reputation and Resource Development

Working in close collaboration with the President, the other Vice-Presidents and colleagues in University Advancement, the Provost:

1. Represents and advocates on behalf of the University on academic-related matters before the federal, provincial and municipal governments. Takes an active leadership role in the work of inter-institutional groups engaged in advocacy, funding and policy matters, such as the Council of Ontario Universities, Universities Canada and the U15.

2. Works to develop the University's brand and advance McMaster's national and international reputation as a leading research-focused student-centred University. As a University spokesperson, helps to promote the University's strengths and achievements to the media and to the local and broader communities. Contributes to McMaster's public profile and the development of key partnerships by participating in and representing the University at meetings, functions and events.
3. Works with the President and the Vice-President (University Advancement) to develop fund-raising strategies and to seek additional and innovative sources of funding, including with regard to the Brighter World Research Initiative.

4. Together with other members of the senior leadership team, works to support and advance opportunities for commercialization, social entrepreneurship and innovation across the campus.