McMaster University
President & Vice-Chancellor
Gilmour Hall, Room 238
1280 Main Street West,
Hamilton, ON L8S 4L8
(905) 525-9140 x 24340
president@mcmaster.ca
mcmaster.ca

April 26 2026

PRIVATE & CONFIDENTIAL

VIA EMAIL

[redacted]

Dear Dr. Baxter

On the recommendation of the Faculty Appointments Committee, it is my pleasure to offer you an appointment as Professor with tenure in the Department of Surgery. This appointment will commence on August 31, 2026 at an initial annual salary of $40,000 inclusive of vacation pay, from which all applicable statutory deductions and remittances will be made.

This tenured appointment has been approved by the Senate Committee on Appointments and is conditional upon the approval of the University's Senate and Board of Governors. If the Appointment is not approved by both the Senate and Board of Governors, then this letter shall be null and void. This appointment will be brought forward to the Board of Governors for approval on April 30, 2026, and we will confirm the Board's decision as soon as possible thereafter.

This offer of appointment is conditional upon you providing the University's Human Resources Department with documentary evidence of your identity and eligibility for employment (for example, your Social Insurance Number). Such valid documentation must be provided to us on or before your appointment start date, or this offer may be revoked.

You will be expected to maintain an active research and scholarly program, to participate fully and with distinction in both undergraduate and graduate education, and to carry out advising duties and committee assignments. Your annual teaching load is subject to change from year to year and will be determined by the Chair of your Department in consultation with you, commensurate with the requirements, practices and norms of your Faculty.

Under the University's *Research Leave Policy – Tenured and CAWAR Faculty,* full-time tenured faculty members may be eligible for Research Leave after six (6) years of full-time service. However, the accrual of eligible service credit is also subject to the terms set out in the University's *Administrative Leave Policy.* Notably, years spent in administration and for which the related administrative leave is taken, shall not count towards a Research Leave, except in limited circumstances. Please refer to the applicable policies for further details.

The University provides up to $5,000 to cover reasonable moving costs for your relocation to Hamilton. Please refer to the attached Appendix A for the guidelines of eligible expenses and limits included in the *Policy on Recruitment and Relocation Expenses for Academic Appointments (SPS C1)*.

In addition to the funds provided by the University, the Faculty of Health Sciences has agreed to provide up to $35,000 to cover reasonable moving costs for your relocation to Hamilton, for a combined total of up to $40,000 in relocation expenses. Please refer to the attached Appendix A for the guidelines of eligible expenses and limits included in the *Policy on Recruitment and Relocation Expenses for Academic Appointments*.

Additional terms and conditions of this offer are described in Appendix A: Terms and Conditions of Offer of Employment. Please take the time to read Appendix A carefully. You are expected to perform your job duties from the University's campus.

The University has published Policies, Procedures and Guidelines that are applicable to the terms and conditions of employment for all staff and faculty. As an employee of the University, you must comply with all applicable Policies, Procedures and Guidelines. Failure to do so may result in disciplinary action, up to and including removal. The University reserves the right to alter, amend, revise, revoke or introduce new directives, guidelines, policies and procedures as it deems appropriate.

The University is committed to building an inclusive community, promoting equity and fairness, and celebrating our rich diversity. To understand the composition of our workforce, the University conducts an Employment Equity Census. Your participation in the Census is important because it contributes to our understanding of the diversity of our employees, which will help in further developing and refining our employment equity strategies and tracking our progress. Completing the Census is voluntary and will only take approximately two minutes of your time. The Census can be accessed online when you log in to Mosaic (follow: Main Menu>Human Resources>Self Service>Employment Equity Census). If you require the Census in an alternate format or have any questions regarding Employment Equity or completion of the Census, you may contact the Employment Equity Office at equity@mcmaster.ca.

In accepting your academic appointment, you agree that the terms set out in this letter (including the applicable Policies, Procedures, and Guidelines, which are incorporated by reference), the terms set out in Appendix A, and the *McMaster University Revised Policy and Regulations with respect to Academic Appointment, Tenure and Promotion (2012)* constitute the entire agreement between the University and you with respect to your academic appointment, and that there are no prior understandings, undertakings, representations, warranties or agreements, written or oral, between you and the University with respect to your academic appointment.

In taking up your appointment at the University, certain information is required before we can process your first salary payment and set up your benefits and pension. Prior to your appointment start date, Human Resources will contact you to arrange a set up appointment at a mutually convenient time.

I am delighted at the prospect of your joining the University. I am sure that you will find the University an excellent place to work and that you will thoroughly enjoy living in the local community. You may wish to read http://www.mcmaster.ca/vpacademic/faculty_relations.html for information about faculty involvement at McMaster University. I look forward to working with you.

Sincerely,

[redacted]

Susan Tighe
President and Vice-Chancellor

ST/

Attachment: Appendix A – Terms and Conditions of Employment (dated October 2025)

Acknowledgement and Acceptance:

I have read, understand and accept McMaster University's offer of employment on the terms and conditions set out above and in the attached Appendix A. I have been given the opportunity to obtain independent legal advice in connection with my acceptance of this offer.

Signature: [redacted] Date: _____

McMaster University
President & Vice-Chancellor
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Hamilton, ON L8S 4L8
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April 26, 2026

PRIVATE & CONFIDENTIAL

Dr. Nancy Baxter

VIA EMAIL

[redacted]

Dear Dr. Baxter

On authorization of the Board of Governors of McMaster University (the "**Board**"), and pursuant to the nomination of the Senate of the University, I am pleased to offer you the appointment of Vice-President and Dean (Health Sciences) (the "**Appointment**").

Please note that the Appointment and remaining terms set out in this letter are conditional upon the approval of the University's Senate and Board of Governors. If the Appointment is not approved by both the Senate and Board of Governors, then this letter shall be null and void.

The terms set out below are intended to supplement the terms and conditions of your faculty appointment, which shall be incorporated into this letter and continue through the term of the Appointment except as modified below.

Once you sign and return this letter to the University Secretary, it shall become a binding contract ("**Agreement**") between you and the University. For further clarity, the terms of this Agreement shall be reviewed if Compensation Restraint Laws (defined below) are substantially amended.

1. **Position.**
   a. During the term of the Appointment, you shall faithfully, effectively and satisfactorily perform all of the duties and acts that are usual or necessary in carrying out the responsibilities of the Vice-President and Dean (Health Sciences), including those which may be required by the *McMaster University Act, 1976*. Your duties and responsibilities will also include 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 Human Resources Committee of the Board, 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 shall 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 review referenced in Article 3. Annual performance objectives shall be subject to review by, and agreement of, the President and Vice-Chancellor (the "**President**").

2. **Effective Date and Term.** The Appointment shall begin on August 31, 2026 ("**Start Date**"). We anticipate that the Appointment shall end on June 30, 2031 ("**End Date**"), but either you or the University can terminate the Appointment in accordance with Article 11 below. Unless this Agreement is terminated in accordance with Article 11, or we agree in writing to renew the Appointment, the Appointment shall end without further notice on June 30, 2031.

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 by the Human Resources Committee of the Board in accordance with its Terms of Reference during the term of your Appointment to the extent permitted under Compensation Restraint Laws.

If Compensation Restraint Laws are amended during the Appointment, in a way that impacts your then-current compensation, the terms of this Agreement shall be reviewed. The University reserves the right to make corresponding amendments to ensure that your compensation package conforms to applicable law and, by entering into this Agreement, you agree that such amendments shall not constitute a constructive dismissal of your employment. Where appropriate, the University shall seek to negotiate mutually acceptable adjustments with you.

b. Salary. You shall receive an annual base salary of $403,650 (less all applicable tax withholdings and other statutory deductions based on 26.0892 payroll deposits per year), prorated for partial years, if any.

c. Performance/Variable Pay. In addition to your salary, you shall be eligible to participate in the Performance/Variable Pay Plan ("**P/VP Plan**"). The P/VP Plan payment shall be an annual payment up to the ***greater*** of:

i) Up to 10% of your annual salary, or

ii) the amount permitted under Compensation Restraint Laws.

By accepting this Agreement, you acknowledge that you have no expectation that in any bonus year that there shall be any guaranteed P/VP Plan payment. The payment of any performance/variable pay and the specific amount, if any, are within the University's discretion – they are not guaranteed and may fluctuate depending on your individual performance. The amount of performance/variable pay, if any, that you may earn may change from year to year. The University reserves the right to amend the P/VP Plan terms from year to year, as well as during the year, as per the "Changes" provision of this Agreement. Your rights under the P/VP Plan on termination of employment shall be governed by the termination provisions of this Agreement.

4. **Pension & Benefits.**

a. Health & Welfare Benefits. You shall be entitled to the health and welfare benefits, including extended health and dental benefits, long term disability coverage, life insurance, and tuition assistance/bursary benefits, which are summarized in the attached Schedule "B", "Benefit Plan Summary for Vice-Presidents" (the "**Benefits Plans**"). Furthermore, you shall be eligible for participation in the post-retirement benefits program at the time of retirement, subject to the terms of this benefit.

Any payments, rights or entitlements under the Benefits Plans shall be governed by the terms of the plan documents or policies establishing the benefit in issue, except that your rights on termination of employment shall be governed by the termination provisions of this Agreement. The University reserves the right to amend the terms and conditions of the Benefits Plans from time to time in its sole discretion.

b. Defined Benefit Pension Plan. You shall be entitled to participate in the *Contributory 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 with a Faculty Appointment".

c. Supplemental Defined Contribution Plan. If and when it becomes

permissible under Compensation Restraint Laws, you shall 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 shall be provided with a bi-weekly vehicle allowance, which amounts to $9,600 per year. You shall not be entitled to reimbursement for any expenses related to the use of a 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 shall 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.

e. Research Expenses. During each year of this Agreement, the University shall reimburse reasonable research expenses you incur in the pursuit of your scholarly activities, to a maximum amount of $90,000 per year ("**Research Amount**"). All reimbursements made to you from this Research 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 $90,000, provided that the total balance in your research account does not exceed $180,000 in any single contract year. The remaining unused balance in your research account upon the termination of this Agreement may be used in pursuit of your scholarly activities for a period of up to two (2) years after the End Date, provided you maintain an academic appointment in accordance with Article 13 below. Any assets purchased with the research amount are and shall 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 shall remain the property of the University during and after the term of your Appointment.

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

a. Annual Vacation Leave. You are entitled to an annual paid vacation leave of six (6) weeks in accordance with the University's policies and practices, inclusive of your vacation entitlements under the *Employment Standards Act, 2000,* as amended ("**ESA**"). For clarity, this means that your salary shall continue during your annual vacation leave.

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 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 shall 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.

6. **Outside Activities.**

a. Outside Activities. Your duties may include outside activities, which are of benefit to the University or to the Office of the Vice-President and Dean (Health Sciences). Engagement in outside activities will require prior written approval of the President. Activities undertaken for other reasons, including personal interest, must not interfere with the Office of the Vice-President and Dean (Health Sciences), or its duties.

b. Consulting. Any consulting work for fees, offices or appointments, including appointment to public, community, government, charitable, or Crown agency boards, panels, committees, or commissions are subject to the prior written approval of the President.

7. **Expenses.**

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

b. If you have any questions about whether the expenses you shall incur shall be approved by the President, you shall 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 shall not approve, and you shall not receive reimbursement for, such expenses.

c. Reimbursement for your travel expenses for trips that are in excess of one (1) week outside of Canada is subject to prior written approval by the President. You shall provide the President with reasonable notice of such

proposed expenses.

d. Only airline travel that is outside of North America or that exceeds 6 continuous hours 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.

8. **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 the University or in your individual capacity. Any such unapproved gifts that are received by you as a representative of the University shall be disposed of in a manner agreed to in writing by the President.

9. **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.

10. **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.

11. **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 the Appointment, this Agreement shall end without further notice or pay in lieu of notice on June 30, 2031.

b. Resignation. You may terminate the Appointment before the End Date by providing the University with at least six (6) months' written notice. Unless otherwise prohibited by applicable legislation, the University may elect to waive some or all the resignation notice period and provide you with the ***greater*** of:

i) pay and benefits in lieu of the waived period, unless the University elects to terminate the Appointment for Cause under subparagraph below; or

ii) your minimum entitlements under the ESA, if any.

The University acknowledges and agrees that you may maintain your academic appointment as Professor in the Department of Surgery after providing notice of resignation, subject to the policies and procedures established by the University from time to time related to tenured faculty members.

c. Termination by the University.

i) The University may terminate the Appointment before the End Date, for Cause, by providing you with only your minimum entitlements under the ESA, if any. For clarity, if the ESA permits the University to terminate the Appointment without notice or pay in lieu of notice, benefits continuation, or severance pay, you shall not be entitled to receive these payments and benefits. "**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.

ii) The University may terminate the Appointment before the End Date, without Cause, by providing you with all accrued remuneration, entitlements, and benefits specifically associated with the Appointment as of the date of you receive notice of termination and ***either***:

A. Your minimum entitlements under the ESA, if any; or

B. Six (6) months' notice of termination or pay and benefits associated with the Appointment in lieu of notice (or a combination of the two, at the University's sole discretion), if the ESA permits the University to terminate the Appointment without providing any statutory entitlements.

The University acknowledges and agrees that if your Appointment as the Vice-President and Dean (Health Sciences) 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.

d. Provisions Applicable to Any Termination.

i) Pay in lieu of notice shall be calculated using your annual base salary only, except to the extent that further amounts must be included in "pay" to comply with the ESA.

ii) In all cases except as provided in this Agreement, your rights and entitlements under any bonus, commission, incentive, or other compensation program (including, but not limited to, the P/VP Plan) shall end effective as of your last day of actual employment in the Appointment. For the purposes of this Agreement, except as minimally required by the ESA, "**actual employment**" does not include any period for which pay in lieu of notice or any other related damages or payments are provided or required to be provided under statute, common law, this Agreement or otherwise. Further, except as minimally required under the ESA, you shall not earn or be entitled to any prorated payments under any such program for that part of the program year in which you were actively at work, nor any compensation in lieu of lost participation. In the event of any inconsistency between this provision and the language of the applicable bonus, commission, incentive or other compensation program, this provision shall prevail. For clarity, your access to any unused balance in your research account shall be administered as described in paragraph 4.e. of this Agreement, and shall not be limited by this subparagraph 11.d.ii).

iii) The payments and benefits described in this Article 11 fully satisfy any entitlements you may have upon termination of the Appointment, whether under statute, contract, the common law or otherwise.

iv) 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.

v) 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.

12. **Changes.** As circumstances change, the University may make changes to the

terms and conditions of your employment. For example, we reserve the right to unilaterally change the terms and conditions of, or eliminate altogether, any University policies, as well as any benefit plans or programs, and/or any bonus, commission, incentive, or other compensation schemes, including the P/VP Plan. The University also reserves the right to make changes during the program or plan year. The University shall only make such changes after providing you with two (2) months of advance written notice, unless the change(s) are not material, or are permitted to be made without advance notice under applicable law. You understand and agree that any such change(s) shall not constitute a constructive dismissal of your employment. Please note that for purposes of this Article 12, reference to change also means discontinuance.

13. **Faculty Appointment.**

a. The Appointment as Vice-President and Dean (Health Sciences) is conditional upon you obtaining and maintaining a full-time Tenured appointment at the rank of Professor, as those terms are defined in the *McMaster University Revised Policy and Regulations With Respect to Academic Appointment, Tenure and Promotion [2012]* (the "**T&P Policy**").

b. If you accept the Appointment as Vice-President and Dean (Health Sciences), the University shall maintain your academic appointment in accordance with the policies and procedures of the University. If this Agreement is terminated before the End Date, you shall be entitled to resume your faculty duties on a full-time basis. 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.

c. Your salary for your academic appointment, following the completion of your Appointment, shall be established in accordance with the applicable University policy or practice, which you acknowledge may change from time to time. At the time of the execution of this Agreement, current University practice for tenured appointments is that the salary for your academic appointment after the End Date shall be the equivalent to the average of the highest ten (10) salaries paid to tenured faculty in the Faculty of Health Sciences (excluding the salaries or stipends paid to faculty in administrative positions) for the academic year in which you assume or resume your academic appointment, calculated as at the date of termination or expiration of this Agreement, as the case may be.

d. In your academic appointment, you shall 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.

e. While employed as the Vice-President and Dean (Health Sciences), you shall not be eligible to accrue or take Research Leave.

14. **University Policies.** In conjunction with this Agreement, the terms and conditions of this Appointment are also subject to University Policies, Directives, and Procedures, as applicable, found online at https://hr.mcmaster.ca/resources/employment-related-policies-directives-procedures/ and the links therein.

The Policies to which you shall have access include the University's policies and procedures for accommodating employees with disabilities. If you believe that you require accommodation at any time, you are encouraged to speak with your supervisor and/or Human Resources to discuss whether and what type of support or accommodation may be appropriate in the circumstances.

15. **Health and Safety.** You are expected to complete and keep current the necessary health and safety training in accordance with the University's Safety Training and Orientation Program, found online at https://hr.mcmaster.ca/employees/health_safety_well-being/our-safety/health-and-safety-training/.

16. **Investigations and Administrative or Disciplinary Suspensions.** During an investigation into any complaint against or involving you, or as a disciplinary measure, the University may suspend your employment, with or without pay, at the University's sole discretion. This shall not be considered a termination of your employment or a constructive dismissal unless it is deemed to be one under the ESA.

17. **Conditions.** This offer of employment is contingent on the following:

a. Satisfactory results of a routine reference and background check;

b. You providing evidence confirming your lawful right to work in Canada;

c. You signing and returning all required University Policies and forms given to you by the University;

d. Your affirmation, by signing and returning this Agreement, that you are not a party to any purported non-competition, non-solicitation, or similar agreement with any other employer containing any restrictive covenants or other restrictions that may, in any way, impact your prospective employment with the University; and

e. Your affirmation, by signing and returning this Agreement, that any documents or other information submitted as part of your application for the Appointment accurately reflect your experience and education.

If you do not meet the above conditions, the University may ask for additional information and, after consideration, will advise you if it is prepared to continue to offer you employment.

18. **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:	**Vice-President and Dean (Health Sciences):**
President and Vice-Chancellor	McMaster University
McMaster University	c/o Office of the Vice-President & Dean
c/o Office of the President	HSC 2E
Gilmour Hall, Room 238	1280 Main Street West
1280 Main Street West	Hamilton, ON L8S 4L8
Hamilton, ON L8S 4L8	
Email:president@mcmaster.ca	Email: deanfhs@mcmaster.ca

c. Entire Agreement. If you accept this offer of employment and the Appointment is approved by the University's Board of Governors, then this Agreement shall 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 replaced.

d. Amendment. Any modification to this Agreement must be in writing, and signed by the University, or it shall have no effect and shall be void.

e. 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.

f. 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.

g. 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.

h. 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.

i. Counterparts. This Agreement shall be executed by the parties in 2

counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

* * *

Nancy, we truly appreciate your commitment in the University and look forward to your response.

Please indicate your acceptance of this Agreement by signing below and returning this letter to me as soon as possible. Upon receiving your written confirmation of acceptance, we shall endeavour to confirm the approval of the University's Senate and Board of Governors as soon as possible.

Please feel free to contact me if you have any questions regarding this Agreement.

Yours truly,

[redacted]

Susan L. Tighe

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.

By confirming your acceptance, you also confirm that you have reviewed the copy of the "Employment Standards in Ontario" handout that is required to be delivered under the ESA, the most recent version of which may be accessed via this website: https://www.ontario.ca/page/posters-required-workplace#employment-standards-poster.

[redacted] April 26, 2026

_____

Dr. Nancy Baxter **DATE**

SCHEDULE "A"

Position Description and Terms of Reference

Policies, Procedures and Guidelines

Complete Policy Title: **Vice-President and Dean of Health Sciences Terms of Reference**	Policy Number (if applicable):
Approved by: **Senate / Board of Governors**	Date of Most Recent Approval: **November 12, 2025 / December 11, 2025**, effective July 1, 2026
Date of Original Approval(s): **April 9, 1997**	Supersedes/Amends Policy dated: **February 11, 2021**
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 globally recognized research-intensive and student-centred university dedicated to advancing human and societal health and well-being. McMaster is committed to developing a distinctive, personalized, engaging, and sustainable student experience that prepares students to be engaged and thoughtful citizens, equipped with the skills, knowledge, resilience, and understanding needed to make a positive and effective contribution to the world. The University is equally focused on 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 internationally.

The Vice-President and Dean (Health Sciences) (VPD) holds a dual role as a Vice-President of the University, and as Dean of the Faculty of Health Sciences. As Vice-President, the VPD is a member of the President's Executive and works in close collaboration with the Provost and Vice-President (Academic), Vice-President (Research), Vice-President (Operations and Finance), and the Vice-President (University Advancement) to support the President in strategic decision-making, and in advancing the strategic direction and priorities of the University, ensuring that the direction and operations of the Faculty of Health Sciences are aligned with the broader institution.

As Dean of the Faculty of Health Sciences (the Faculty) the VPD is responsible for the operation and management of the Faculty, which includes leading the implementation of the institutional strategy as it relates to the Faculty, providing academic leadership and oversight, bearing financial responsibility for the Faculty and for its fiscal sustainability, building relationships and advocating with government, granting councils, and hospital and community partners to support educational and research activities within the Faculty, promoting and enhancing the reputation and visibility of McMaster's health sciences research and scholarship, both nationally and internationally, supporting and advancing the University's innovation, knowledge mobilization, community outreach, and commercialization activities with regard to health sciences, and fostering an environment where creativity, scholarship, and research excellence can flourish and where students, researchers, and clinicians can excel.

The position of Dean and Vice-President will 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

As Vice-President, the VPD reports directly to and is accountable to the President for the management and oversight of all aspects of the Faculty of Health Sciences, save for academic matters where accountability is to the Provost. This includes being responsible for the fiscal management of Faculty resources within the framework of University policies, as well as for matters including strategic planning, public and government relations activities, and fundraising initiatives.

As Dean, the VPD is accountable to the Provost for activities and appointments supported by Ministry of Colleges, Universities, Research Excellence and Security funds, and for academic and budgetary matters, as well as all other academic appointments made under University policies and procedures. The VPD also consults with and reports to the Provost on issues relating to the academic mission and strategy of the Faculty of Health Sciences to ensure overall institutional alignment.

Directly Reporting Positions:
Executive Vice-Dean and Associate Vice-President, Academic, Health Sciences
Associate Vice-President (Global Health), Health Sciences
Vice-Dean (Clinical Services), Health Sciences
Vice-Dean, Health Sciences and Associate Dean, Graduate Studies, Health Sciences
Vice-Dean (Education), Health Sciences
Vice-Dean (Faculty Affairs), Health Sciences
Vice-Dean, Health Sciences (Nursing) and Executive Director, School of Nursing
Vice-Dean, Health Sciences (Rehabilitation Science) and Executive Director, School of Rehabilitation Science
Vice-Dean (Research), Health Sciences
Associate Dean (Indigenous Health)
Associate Dean Equity and Inclusion
Associate Dean, Undergraduate Medical Education
Associate Dean, Postgraduate Medical Education
Associate Dean, Continuing Professional Development
Assistant Vice-President and Chief Administrative Officer (Faculty of Health Sciences)
The Faculty's Department Chairs/Institute Directors
Joint Hospital/University Research Institutes (co-reporting)

Collaborates with:
Provost and Vice-President (Academic), Vice-President (Research), Vice-President (Operations and Finance), Vice-President (University Advancement), Deans of Faculties, institutional Associate Vice-Presidents, University Counsel, and Executive Advisor (Government Relations).

Committees:

As the senior officer in the Faculty of Health Sciences, the VPD will serve as an *ex officio* member of committees as required in the University and the Faculty of Health Sciences By-laws. The VPD will chair the following committees:

Faculty of Health Sciences Faculty Executive Council
Michael G. DeGroote School of Medicine Council
Dean and Vice-Deans Council
Faculty Tenure and Promotion Committee
Hospital/University Liaison Committee
Other Ad Hoc Committees to support Faculty and University Strategy

MAJOR RESPONSIBILITIES

A. Strategic and Operational Leadership

Working within the collegial decision-making environment and governance processes of the University and collaborating closely with the President, the Provost, and colleagues within the senior administration, the VPD:

1. Leads and oversees all aspects of the operation of the Faculty, promoting operational excellence across all areas, modelling a culture of inclusion, and enabling a collaborative and effective Faculty leadership team.

2. Oversees the strategic planning for the Faculty, leading the establishment of goals and priorities for the Faculty that are consistent with the University's overall mission and vision, and in alignment with the strategic priorities and direction outlined by the President from time to time.

3. Leads the formulation of Faculty planning and budgeting processes, oversees the Faculty's financial resources, and ensures the ongoing fiscal responsibility and sustainability of the Faculty's budget. Supports the continued strategic development of sustainable financial models in FHS to support education, research, strategic initiatives and departmental priorities, and ensure continued financial viability.

4. Assesses funding levels and establishes the framework for resource allocation that is consistent with the Faculty's missions of health sciences education, research, and clinical service, and that supports and enables its strategic direction.

5. Oversees and guides the strategic development of new facilities and infrastructure to support and advance the work of the Faculty, in collaboration with the Vice-President (Operations and Finance). Supports the development of operational plans for major capital projects including those that facilitate University and Faculty visibility and program enhancement.

6. Establishes salary administration policies for full-time clinical faculty and implements these through the Department Chairs.

B. Academic Leadership

1. Oversees the academic mission of the Faculty, ensuring the continued development and provision of high-quality, innovative programs of study and research, and the establishment and maintenance of appropriate administrative, technological, and support systems to enable this mission.

2. Promotes and supports a high-quality experience for learners both within the classroom and healthcare clinical environments, including enabling the expansion of experiential and active-learning experiences, promoting the integration of research within the undergraduate and postgraduate curriculum, ensuring the provision of appropriate supports and services to create a holistic, transformational, and personalized experience, and supporting the quality of student life and health and well-being at all levels within the Faculty.

3. Leads and promotes interdisciplinary learning experiences with other Faculties and interprofessional learning opportunities within FHS, creating an environment that engages learners as partners and active participants in the learning process.

4. Oversees the leadership, promotion, and development of health professional education through the Faculty's distributed education network, ensuring alignment with the academic objectives of the Faculty.

C. Research Oversight

1. Works to enable the development and sustainability of high-impact research programs, leverage and enhance the reputation of the Faculty for research intensity and excellence, and ensure that research is a top priority throughout administrative decision-making. Supports the development of relationships (including external research partners and donors) intended to bolster and expand research expertise within the Faculty.

2. Works closely with the Vice-President (Research) and other members of the University's and Faculty's senior leadership teams, to lead and advance opportunities for commercialization, social entrepreneurship, and innovation across the Faculty, including technology transfer activities, as well as enabling the sharing and mobilization of knowledge with the intention of advancing human understanding and achieving broad societal benefits.

3. Plays a lead role in the planning and development of major collaborative research projects and initiatives involving the Faculty of Health Sciences, to advance McMaster's research enterprise, increase research revenues, drive knowledge mobilization, and amplify impact.

4. Oversees the portfolio of research centres and institutes situated within the Faculty and ensures alignment with Faculty, University, and Hospital partners' priorities.

D. Inclusive Excellence

1. Works collaboratively to advance inclusive excellence across the Faculty through the development

and strengthening of infrastructure and capacity to integrate equity, diversity, and inclusion (EDI) and Indigenous reconciliation (IR) principles and practices across all aspects of the Faculty's work and mission. Fosters and models the values of EDI-IR, both personally and across the Faculty of Health Sciences.

2. Works in partnership with Indigenous colleagues to foster and advance a positive environment for Indigenous faculty, staff, and learners, identify and address barriers, implement the Indigenous Health Strategic Plan, and advance the University's positive response to the Truth and Reconciliation report.

3. Supports and promotes equitable and respectful recruitment and retention strategies within the Faculty. Fosters and supports a culture of professional development and growth, and builds leadership capacity across the Faculty, in accordance with EDI-IR principles, to enhance diversity, enable strategic succession planning, and increase EDI-IR competency across the Faculty.

4. Supports and advances equity-based initiatives in FHS educational programs, including with regard to admissions processes.

5. Oversees all faculty recruitment, key academic decisions, appointments, tenure and promotion recommendations, and recruitment for key academic administrative positions 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.

E. Community/External Engagement and Partnership Building

1. Builds and fosters positive and collaborative relationships with the rest of the University, and with Teaching Hospitals, joint hospitals/research institutes, community health agencies, the Ontario Health Teams and affiliated educational institutions, acting as an effective, respectful, and impactful partner to the local community and beyond, and taking positive and measurable steps in support of the UN Sustainable Development Goals (SDGs).

2. Supports the University's community engagement goals by building partnerships at the local, national, and international levels. Seeks opportunities to partner with industry and other institutions of higher education to enhance collaboration and broaden the impact of shared initiatives locally, nationally, and internationally.

3. Works to identify appropriate global partners for research and for undergraduate and graduate international opportunities, builds partnerships and collaborations, and enables progress towards realizing and implementing the Faculty's strategy for internationalization in education and research.

4. In partnership with the President and other senior leaders, engages proactively in principled partnerships with local and global communities to expand the range of community engaged and

globally connected educational offerings, including building thoughtful and respectful relationships with local Indigenous communities.

F. Government Relations, Advocacy, and Reputation Development

1. Represents the University and the Faculty on issues in health sciences education, research, and clinical service, to the Government of Ontario, the Council of Ontario Universities, the Ministry of Health, the Ministry of Colleges and Universities, Hospital Boards, regulatory agencies for the health professions, accreditation boards for the professional schools, professional associations, and the local and global healthcare community.

2. Plays a leadership role in international, national, and provincial networks and organizations (COU, Universities Canada, U15, Universitas 21, Association of Faculties of Medicine of Canada, etc.) as needed in support of institutional and sector-wide priorities, working to expand the presence and influence of the Faculty and the University.

3. Working in close collaboration with the Vice-President (University Advancement), initiates, strengthens and sustains strong relationships with current and prospective donors and supporters. Leads revenue generation efforts within the Faculty in support of ongoing research and scholarship working 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 finalization and launch of the University's planned fundraising campaign.

4. Together with the President and other members of the University's senior team, works to develop the University's brand and advance McMaster's national and international reputation as a leading research-intensive University. As a University and Faculty spokesperson, helps to promote both the University's and the Faculty'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 and the Faculty at meetings, functions, and events.

5. As part of the institutional Enterprise-Wide Risk Management Program, works to identify, mitigate and manage risks relating to the Faculty of Health Sciences, as well as identifying and pursuing opportunities.

6. Works in partnership with the President and other senior leaders to anticipate and/or respond to significant changes in the environment in which the University operates through strategic and operational planning, and prompt and appropriate action, ensuring that stakeholders and community members are appropriately engaged and informed and that the approach of the Faculty is aligned with the broader University.

7. Seeks and identifies opportunities to enhance, promote and sustain the position and profile of the Faculty and the University in key global university rankings.