

CONTRACT OF EMPLOYMENT

BETWEEN:

THE UNIVERSITY OF SASKATCHEWAN, a body corporate
incorporated pursuant to *The University of Saskatchewan Act, 1995*
(hereinafter the "University")

-and-

DR. VINCE BRUNI-BOSSIO

(hereinafter the "President" or "Dr. Bruni-Bossio")

WHEREAS the Board of Governors (hereinafter the "Board") of the University, in accordance with the authority vested in it by *The University of Saskatchewan Act, 1995* (hereinafter the "Act"), wishes to appoint Dr. Bruni-Bossio as President and Vice-Chancellor of the University, and Dr. Bruni-Bossio wishes to accept such employment, on the terms and conditions set out in this agreement (hereinafter "this Agreement").

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

1. POSITION

Dr. Bruni-Bossio is appointed as President and Vice-Chancellor of the University of Saskatchewan (the "Presidential Appointment").

2. TERM

Dr. Bruni-Bossio's employment and appointment as President shall commence on the 1st day of January, 2026, with an expected end of term of up to the 31st day of December, 2030 (hereinafter the "Term").

3. SALARY

- 3.1 The President shall receive a base salary of \$430,000 per annum. Each year, the President's base salary shall be reviewed by the Board against relevant market data, and adjustments to the President's salary may result from such annual review. The President's salary shall be payable in accordance with the University's customary payroll practices.
- 3.2 A performance review of the President will be conducted annually by the Board in accordance with the process approved by the Board. Should the President achieve the key performance indicators, as approved by the Board, and at the Board's discretion, the President may be eligible for a performance merit incentive of not

more than 20% of the President's base salary to be paid as a one-time bonus payment for superior performance recognized by the Board.

4. ACADEMIC APPOINTMENT

Subject to the terms and conditions hereof, and the University's obligations for the consideration of academic appointments and for the granting of academic rank and tenure, the President will also hold and retain the academic appointment as Associate Professor with tenure, with the Department of Management and Marketing, Edwards School of Business (hereinafter the "Academic Appointment"), provided, however, that during the Term of this Agreement, the President will not receive any compensation, nor be expected to perform any corresponding duties with respect to the Academic Appointment. The terms of the Academic Appointment remain subject to the required collegial processes in place at the University and are formalized under a separate letter of appointment.

5. DUTIES AND RESPONSIBILITIES

- 5.1 The President shall faithfully exercise the powers and perform the duties conferred on the President by the Act and shall exercise any other powers and perform any other duties that are conferred on or assigned to the President by the Board. The discretionary authority of the Board to confer or assign duties to the President, or to withdraw such duties, is hereby acknowledged by the President.
- 5.2 At all times during the performance of the President's duties, the President shall have regard to the Act and the principles of academic freedom and adhere to, and use all reasonable efforts to ensure University personnel adhere to, all rules, regulations and policies that are now or may hereafter be established by the University.
- 5.3 All information received by the President during the Term relating to the personal, financial or other affairs of the University, or any employees or agents thereof, or received in the course of providing services pursuant to this Agreement, shall be kept confidential both during and after the Term of this Agreement.
- 5.4 Subject only to Section 5.6, the President's full time, attention and ability shall be devoted to the business and affairs of the University and, in addition, the President shall well and faithfully serve the University during the Term and shall use the President's best efforts to promote the interests of the University.
- 5.5 The President agrees that he shall not be, and shall take all reasonable efforts to avoid the appearance of being, in a conflict of interest of any nature or kind with the University.
- 5.6 The President will seek and obtain written approval of the Chair of the Board before accepting appointment as a director or trustee on a community, corporate or other board or commission. During the Term of this Agreement, any compensation paid to the President for any such work shall be paid to or held in trust for the University.

5.7 The President will engage the services of an Executive Coach external to the University for the length of the Term of this Agreement. The reasonable costs of his executive coaching will be borne by the University, subject to written approval of the Chair of the Board.

6. EXPENSES

6.1 An annual accountable expense account of \$25,000.00 will be provided. This will be reviewed on the 1st of July of each year. The purpose of this account is to provide for expenses that arise out of the performance of some of the President's duties and responsibilities that are in common with the Board's approved policy on *Deans' and Senior Administrators' Expense* funds in effect from time to time. Other expenses that relate to departmental responsibilities will be covered through departmental allocation. University policy applies with respect to claims against these accounts.

6.2 In consideration of the nature of the President's duties and responsibilities, specific exemptions from University policy may be granted to the President, regardless of whether the expense is covered by the *Deans' and Senior Administrators' Expense* funds or from the departmental accounts. The President shall seek and obtain written approval from the Chair of the Board in advance for any such exemptions.

6.3 An annual expense account of \$10,000 will be provided to the President to support his professional development, research and scholarly activities.

7. TRAVEL AND SUBSISTENCE EXPENSES:

7.1 When travelling on University business, and acknowledging that the President may be required to perform University business and duties immediately after travelling, the President is permitted to travel Business Class on flights that have a scheduled duration of over 2 hours. The President shall be entitled to reimbursement for travel, subsistence and other expenses incurred in the performance of the duties pursuant to this Agreement as authorized by the Board. The amount of reimbursement shall be prescribed in the policies applicable to employees of the University. The University shall pay the normal and reasonable costs of travel by the President's spouse where it benefits the University for the President's spouse to accompany the President on University business trips, provided that the prior written approval of the Chair of the Board is obtained.

8. HOUSING

8.1 It is acknowledged that the President will not reside at the President's Residence but the President's Residence will be used to host University functions under the authority of the President and in consideration of the fact, the University will provide, at no cost to the President, normal maintenance and utilities for the President's Residence, including the following:

- 8.1.1 Housecleaning service;
- 8.1.2 Telephone – for business use;
- 8.1.3 Home maintenance;

- 8.1.4 Utilities, including electricity, water, gas and/or heat, cable and internet;
- 8.1.5 Staff and supply costs to ensure the building and grounds are properly maintained;
- 8.1.6 Maintenance of a security system;
- 8.1.7 Any renovations and improvements that are appropriate pursuant to the master plan.

An annual capital budget, approved by the Board, will be made available for costs associated with the President's Residence. Any changes to the physical space undertaken by the President are limited to cosmetic rather than material or structural changes and any enhancements of a material or structural nature require the approval of the Board. Any expenditures over \$100,000 must be approved in advance by the Board. Expenditures under \$100,000 can be approved by the Chair, Land and Facilities Committee, or as designated by the Board. In either case, the approval shall be recorded in written form.

- 8.2 As the primary purpose of the President's Residence is to provide a facility and atmosphere for receptions with staff, friends and visitors of the University, expenses relating to such functions, and similar ones outside of the President's Residence, will be reimbursed. A separate account will be provided for this purpose of an amount to be determined within the University's budget practices and reported to the Board on an annual basis.
- 8.3 The University, in accordance with its usual practices, insures the President's Residence and the property of the University therein. The President shall insure all personal property of the President or of others situate in the President's Residence against any loss or damage to the full value thereof, and all such insurance shall contain a waiver of subrogation in favour of the University.
- 8.4 The President shall receive a monthly housing allowance in the amount of \$2,000 payable in accordance with the University's normal payroll practices. This allowance is intended to assist with housing costs incurred while fulfilling the duties of the office, including maintaining a principal residence. To the extent applicable, the President will be assessed a taxable benefit as appropriate under the *Income Tax Act*.

9. PENSION

- 9.1 The President shall become a member of the Academic Money Purchase Plan, which is a defined contribution plan. The President and the University will each contribute 8.5% of the President's annual salary to the plan for a total of 17% of base salary. The contributions to this plan will be capped in accordance with Canada Revenue Agency ("CRA") regulations and all contributions are subject to immediate vesting. The contributions to the plan will be reviewed by the Board as part of the annual salary review process.
- 9.2 The President shall also become a member of the University's Senior Executive

Retirement Plan (SERP). This is also a defined contribution plan. The University will contribute 17% (of the salary amount in excess of the CRA limit of base salary) to the plan. This benefit will not be taxed until retirement when the pension is paid. The contributions to the plan will be reviewed by the Board as part of the annual salary review process.

- 9.3 The President's participation in the Academic Money Purchase Plan and the Senior Executive Retirement Plan will be in accordance with the terms of those Plans.

10. BENEFITS

The President is eligible for participation in the University's Senior Administration benefits plans during the Term, including any time spent on administrative leave. The President shall also be eligible for the following:

- (a) core University of Saskatchewan Administrative benefits plan in accordance with Schedule "A" of this Agreement;
- (b) Flexible Spending Program for health, wellness and tuition of \$2,500.00 per annum;
- (c) financial and tax planning allowance of \$2,500.00 per annum; and
- (d) any other benefits that may be available to senior administrative staff from time to time;
- (e) reimbursement for professional fees for financial, tax or legal advice incurred prior to the execution of this contract, in the maximum amount of \$7,500.00.

The President's participation in those benefits plans will be in accordance with the terms of those plans, the details of which are subject to change. At the end of the Term, should the President retire, then the normal retirement benefits for senior administrators shall apply. If the President reverts to an academic appointment as a faculty member, then the benefit provisions of the applicable collective agreement at the time shall apply.

11. VACATION

The President is entitled to 30 working days of paid vacation per year. In accordance with the University's policy, entitlement to annual vacation may not be carried over from year to year.

12. VEHICLE ALLOWANCE

As the President will be required to frequently travel in and around Saskatoon, up to \$1,000.00 per month is approved for the capital cost of an automobile. In addition, a reasonable allowance will be provided to reimburse operating costs associated with business usage of that vehicle. The allowance shall be based on the University's reimbursement policy, which may be amended from time to time. Specific details of the capital and operating costs to be paid or reimbursed herein shall be determined by consultation between the President and the Chief Operating Officer. This allowance shall be reviewed on an annual basis in accordance with Board policy and practice. To the extent applicable, the President will be assessed a taxable benefit as appropriate under the

Income Tax Act.

13. ADMINISTRATIVE LEAVE

- 13.1 If at the successful completion of the Term of the appointment, as specified in this Agreement, the President decides to take up the Academic Appointment, the President is eligible to apply to the Board for an administrative leave of up to 12 months. The administrative leave is to be taken only after the Term has been completed.
- 13.2 The President's application for administrative leave shall be processed in accordance with any administrative leave guidelines or policy in place at the time the application is made. Administrative leave is generally granted to provide a reasonable period of time for the President to re-engage in scholarly and professional activities and to re-integrate with their respective academic discipline before resuming regular duties as a faculty member. Compensation shall not be paid in lieu of unused administrative leave. The Board, however, in its discretion, may authorize the President to pursue other projects beneficial to the University during the administrative leave. The President shall submit a plan of activities together with the application for administrative leave no later than 2 months before the end of the Term. If the President is re-appointed for a subsequent term, there will be no eligibility to apply for administrative leave until the end of the second term, and there will be no carryover of administrative leave time from the previous Term. The President's salary during administrative leave will be 100% of the base salary that the President was receiving prior to completion of the Term.
- 13.3 Any accrued administrative leave entitlement earned by Dr. Bruni-Bossio prior to accepting the Appointment is not impacted by this Section 13 except to the extent that there will be no eligibility to exercise this accrued administrative leave entitlement until the conclusion of the Term of this Appointment and, if Dr. Bruni-Bossio is reappointed to a subsequent term, there will be no eligibility to apply for administrative leave until the end of the second term.

14. EXTENSION, REAPPOINTMENT, AND END OF TERM

- 14.1 Any extension or re-appointment as President and Vice-Chancellor shall not occur except in compliance with the established Board procedures, the *Search and Review for Senior Administrators Procedures*.
- 14.2 At the end of the Term, the President shall have the option to take up the Academic Appointment referred to in Section 4. The academic base salary corresponding with the Academic Appointment will be updated accordingly to ensure it remains contemporary and reflects any corresponding increases that would have been applied during the intervening period covered by the term served as President.
- 14.3 All materials and information acquired or produced by the President in connection with the performance of the President's duties are the sole property of the University without further compensation or payment to the President, and the President shall, within 30 days, transmit any such information and materials not in the possession

of the University to the University. The President shall not retain copies of the materials to be delivered to the University pursuant to this paragraph.

15. TERMINATION

15.1 The President may at any time, at the President's discretion and without providing any reasons for doing so, terminate this Agreement by giving the Board at least twelve (12) months' written notice of the President's intention to do so, and shall specify the President's intentions with respect to reverting, or not, to the Academic Appointment. The University may, at its sole discretion, allow the President to remain in office during the applicable notice period, or, the University may, at its sole discretion and at any time during such notice period, accept the President's resignation on an immediate basis by paying a lump sum payment to the President, less amounts required to be withheld by law, equal to the lesser of either:

- (a) the President's base salary for a twelve month notice period less an amount equivalent to the salary anticipated to be earned by the President in the Academic Appointment during such period; or
- (b) the balance of the base salary remaining to be paid for that portion of the Term still outstanding less an amount equivalent to the salary anticipated to be earned by the President in the Academic Appointment during such period.

The amount in (a) shall be further prorated based upon a twelve (12) month period of notice in the event that, with the concurrence of the University, the President remains in office for a portion of such notice period.

In the event that the President decides to leave the University and not take up the Academic Appointment, the academic rank salary shall not be deducted from the payment referred to in this Section 15.1.

15.2 The Board may end the Presidential Appointment without cause by written notification, and it is agreed that the Board is not required to provide any advance notice or reasons for doing so. In the event this Agreement is terminated as set out in this Section 15.2, the President shall be entitled to the following:

15.2.1 to take up the Academic Appointment; and

15.2.2. to a payment, less amounts required to be withheld by law, equal to the lesser of either:

- (a) 18 months' base salary less an amount equivalent to 18 months' salary anticipated to be earned by the President in the Academic Appointment; or
- (b) the balance of the base salary remaining to be paid for that portion of the Term still outstanding less an amount equivalent to the salary anticipated to be earned by the President in the Academic

Appointment during such period;

Upon receipt of written notification of termination of the Presidential Appointment, the President shall forthwith advise the University of his intentions regarding the Academic Appointment. In the event that the President decides to leave the University and not take up the Academic Appointment, the Academic Appointment salary shall not be deducted from the payment referred to in this Section 15.2. The President acknowledges and agrees that in the event of termination of the Presidential Appointment without cause, the payment referred to in this Section 15.2 includes or exceeds any statutory entitlements and any entitlements under the common law and that the President is not entitled to any further payments.

15.3 The University may terminate the Presidential Appointment at any time for cause, which includes, without limitation, circumstances where the conduct of the President, either prior to or during the Term, brings the University into disrepute, and in such event, no further salary or benefits shall be payable to the President, and no notice or pay in lieu thereof will be due to the President.

16. ILLNESS, DISABILITY OR DEATH

16.1 If the President becomes unable to exercise the President's powers and perform the President's duties by reason of prolonged illness or disability, then an Acting President shall assume the powers and discharge the duties of the President and Vice-Chancellor of the University in accordance with Section 74 of the Act.

16.2 If such illness or disability is of indefinite duration and an objective medical prognosis indicates that the President will not likely return during the Term of this Agreement, by reason of such illness or disability, subject to the provisions of Section 16.3 the University may terminate this Agreement, without any notice period or pay in lieu thereof, subject to any unpaid entitlements that accrued to the President pursuant hereto prior to when this Agreement was terminated.

16.3 The termination of this Agreement pursuant to Section 16.2 does not affect the Academic Appointment pursuant to Section 4.

16.4 In the event of the President's death, this Agreement and the President's employment shall terminate on that day.

17. GENERAL

17.1 This Agreement may be amended by mutual, written agreement between the parties. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both parties.

17.2 Taxes or other amounts required by law to be deducted from any amount paid pursuant to this Agreement shall be withheld by the University and remitted on behalf of the President to the CRA or the appropriate government entity.

- 17.3 No waiver of any breach of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the waiver, and unless otherwise provided in the said written waiver, shall be limited to the specific breach waived.
- 17.4 Neither this Agreement, nor the rights or obligations hereunder may be assigned by either party.
- 17.5 This Agreement is the entire agreement between the parties and supersedes and cancels any prior understandings and agreement. There are no representations, warranties, conditions, undertakings or covenants express or implied between the parties that are not expressly set out herein.
- 17.6 Each provision of this Agreement is intended to be severable and if any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, that term or provision will be severed from this Agreement and will not affect the legality, validity or enforceability of the remainder of this Agreement.
- 17.7 The President acknowledges that the provisions of Section 15 constitute full and final satisfaction of any obligations and monies owing to the President in relation to the termination of the employment and appointment as President and any claims or liabilities against the University related to the employment and appointment as President, and the President hereby agrees to discharge the University from all claims, demands, liabilities, or obligations subject only to the obligation of the University to make the payments contemplated by Section 15, and the President shall sign and deliver a release in a form satisfactory to the University to such effect.
- 17.8 Any notice to be given under this Agreement will be deemed to be given when in writing and delivered to the address for notice of the recipient. Delivery may be made in person, by courier or by facsimile, and delivery will occur only upon actual receipt by the recipient or when delivered to the recipient's address or sent to the recipient's facsimile number. The addresses for notice of the parties are as follows:

To the University:

Chair, Board of Governors
212 College Drive
107 Administration Place
Saskatoon, SK S7N 5A2
Facsimile: 306-966-4530

To the President:

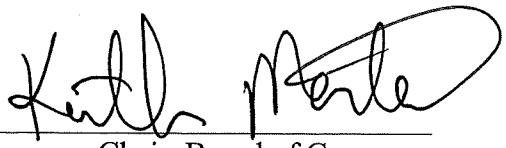
Dr. Vince Bruni-Bossio
78 Champlin Crescent,
Saskatoon, SK
S7H 4T3,

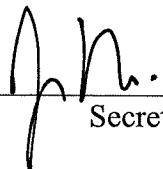
- 17.9 The President acknowledges that he has been advised to obtain independent legal advice prior to execution of this Agreement and acknowledges and agrees that he has obtained such advice or determined that he did not wish to do so having been provided the opportunity to do so. The President further acknowledges and agrees that he has been provided all reasonable opportunity to review this Agreement and that he understands the terms thereof and that the same has been executed freely, voluntarily and without duress.
- 17.10 Any issues arising out of the application, interpretation, administration, breach, non-performance, or otherwise, of this Agreement, if not resolved by agreement between the parties, shall be determined by final and binding arbitration held in Saskatoon pursuant to *The Arbitration Act, 1992*, S.S. 1992, c A-24.1 (the "Arbitration Act"), as amended from time to time. If the parties cannot agree on an appropriate arbitrator, either party with not less than one week's notice to the other may make application to the Court of King's Bench for the appointment of an arbitrator. The arbitrator appointed pursuant to the Arbitration Act shall have the power to award compensational damages in case of breach of the terms of this Agreement, provided, however, that the arbitrator shall not have the power to order reinstatement of the President, nor shall the arbitrator have the power to amend or alter, in any way, the terms of this Agreement. The parties agree that the determination of the arbitrator is final, binding and, to the maximum permitted by the Arbitration Act, is not appealable to any court. In particular, the parties agree that no proceedings may be commenced except as provided herein, or as permitted under Part II of *The Saskatchewan Employment Act*, and that the provisions of Section 8(2) of the Arbitration Act which permit a court to refuse a stay of such proceedings are hereby excluded.
- 17.11 This Agreement may be executed in counterparts and such counterparts, taken together, shall constitute a single instrument. Delivery of a counterpart by electronic means shall constitute and be as effective as if originally signed.

{execution page to follow}

EXECUTED by THE UNIVERSITY OF SASKATCHEWAN this 24 day of July 2025, by the hands of its duly authorized signing officers.

THE UNIVERSITY OF SASKATCHEWAN

Per: 
Chair, Board of Governors

Per: 
Secretary, Board of Governors

EXECUTED by DR. VINCE BRUNI-BOSSIO this 24 day of July 2025.


Dr. Bruni-Bossio

Witness: 