

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made on the 20th day of April, 2022.

BETWEEN:

UNIVERSITY OF PRINCE EDWARD ISLAND, a body corporate constituted pursuant to the *University Act*, RSPEI 1988, c. U-4

(the "University")

AND:

DR. GREGORY KEEFE, of New Haven, Queens County, Prince Edward Island

("Keefe")

WHEREAS:

Keefe served as Dean of the Atlantic Veterinary College ("AVC") at the University.

The Board of Governors of the University (the "Board") has appointed Keefe as Interim President & Vice-Chancellor of the University.

Keefe has accepted the appointment and has been carrying out the duties of the appointment, but the University has not implemented the compensatory benefits of the appointment.

The Parties wish to enter this Agreement to establish the terms and conditions of the appointment.

THEREFORE in consideration of the premises and the mutual promises contained in this Agreement, including implementing the compensatory benefits of the appointment, the parties agree as follows:

APPOINTMENT

1. Subject to the terms and conditions contained in this Agreement, the University has appointed Keefe Interim President & Vice-Chancellor of the University (the "Appointment"), and the Appointment is deemed to be effective on 11 December 2021.

2. [REDACTED]

3. [REDACTED]

[REDACTED]

[REDACTED]

4. [REDACTED]

5. Keefe shall be excluded from membership in the University of Prince Edward Island Faculty Association for the duration of the Appointment as Interim President & Vice-Chancellor, and any subsequent appointment pursuant to section 3 of this Agreement, if applicable.

TERM

6. The term of the Appointment commenced on 11 December 2021, and shall continue on an indeterminate basis at the pleasure of the Board, until terminated in accordance with this Agreement (the "Term").

REPORTING AND DUTIES

7. Keefe shall report to the Board.
8. Keefe's job duties shall be as described in the *University Act*, RSPEI 1988, c. U-4, and as assigned from time to time by the Executive Committee of the Board.
9. Keefe shall meet with the Board Chair from time to time, and at least once annually, to establish and review Keefe's priorities, goals, and activities for the coming academic year. Keefe's initial priorities, goals, and activities are described in Schedule A.
10. Keefe shall:
 - (a) dedicate his full time and attention to the duties of the Appointment, shall devote as much time and attention as will be reasonably necessary to carry out those duties, and shall do everything reasonably necessary to promote the interests of the University; and
 - (b) discharge his duties faithfully, to the best of his ability, and to the satisfaction of the University.
11. Keefe's services shall be completely exclusive to the University, save for such outside commitments or research as shall be mutually agreed upon in advance, in writing, by Keefe and the Board Chair.
12. Keefe shall not in any circumstance engage in any activity that may conflict with the interests of the University.
13. Keefe shall not accept any outside directorships without the prior written approval of the Board Chair.

14. Keefe acknowledges and agrees that his hours of work shall vary and be irregular and he shall work such hours as are reasonably required to meet the duties and objectives of the Appointment.

WORKPLACE POLICIES

15. Keefe shall, at all times, abide by rules, policies and procedures established by the University.
16. Where there is any conflict between a University rule, policy or procedure and this Agreement, this Agreement prevails.

[REDACTED]

- [REDACTED]
- [REDACTED]
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[REDACTED]

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[REDACTED]

[REDACTED]

CONFIDENTIALITY

30. Keefe acknowledges and agrees that, during the course of the Appointment, he shall acquire information that is confidential to the University, related corporations and institutions, University personnel, staff and students. Keefe acknowledges and agrees that this information is the exclusive property of the University and, without restricting the generality of the foregoing, may include:

- (a) Secret or confidential information which the University obtains from third parties;
- (b) Trade secrets;
- (c) Information concerning personnel or students;
- (d) Information about strategic planning;
- (e) Information about human resources and personnel issues;
- (f) Financial and budgetary information; and

(g) Any information which would reasonably be considered sensitive and confidential to the University.

(hereinafter "Confidential Information")

- 31. Keefe shall maintain all Confidential Information in strict confidence, and shall not, either during his employment or thereafter, disclose any Confidential Information to anyone without the University's prior written consent, or unless required by law.
- 32. Keefe acknowledges and agrees that breaches of these confidentiality provisions of this Agreement could cause irreparable harm to the University, and acknowledges and agrees that an injunction is an appropriate remedy for any breaches of these provisions.
- 33. These provisions respecting confidentiality and injunctive relief survive the termination of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARBITRATION

38. Any dispute between the parties arising from the interpretation or application of this Agreement shall be submitted to arbitration at Charlottetown, Queens County, Prince Edward Island by notice in writing by either party to the other. The dispute shall be decided by a single arbitrator selected by agreement between the solicitors for each party. The University shall bear the cost of the sole arbitrator. Except as otherwise provided in this section, the *Arbitration Act*, RSPEI 1988, c. A-16, shall apply to an arbitration in respect of this Agreement. A decision of an arbitrator shall be final and binding on the parties. These provisions do not limit Keefe's statutory right to make a complaint under the *Employment Standards Act*.

[REDACTED]

NOTICE

41. Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be given by any of the following methods, and any notice so given or delivered shall be deemed to have been received at the times indicated:

- (a) by hand - immediately;
- (b) email - on the next business day subsequent to sending;
- (c) prepaid registered mail - five days after mailing it;
- (d) courier - upon signed acceptance.

42. Notices to parties shall be given in writing at the following addresses, or to such other address as may be subsequently provided by either party to the other in writing:

(a) The University:

Chair, Board of Governors
Alumni Hall
University of Prince Edward Island
550 University Avenue
Charlottetown, PE
C1A 4P3
Email: boardchair@upei.ca

(b) Keefe:

Gregory Keefe
[REDACTED]
[REDACTED]
[REDACTED]
Email: gkeefe@upei.ca

GENERAL PROVISIONS

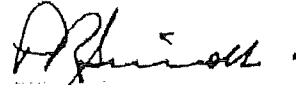
43. Subject to the provisions herein in respect of workplace rules, policies and procedures, this Agreement and the Supplemental Retirement Plan Agreement constitute the entire agreement between the parties and no other agreements or representations, written or oral, express or implied in regard to the Appointment are binding or of any force or effect.
44. Any amendment to this Agreement must be in writing and signed by the parties or it shall be void and have no force or effect.
45. In the event that any provision of this Agreement is deemed void, invalid or unenforceable, the remaining provisions of this Agreement shall remain binding and in full force and effect.
46. The waiver by either party of any breach or violation of any provision of this Agreement shall not operate, or be construed, as a waiver of any similar subsequent breach or violation of it.
47. This Agreement shall be governed by the laws of Prince Edward Island. Subject to the arbitration provisions in this Agreement, the courts of Prince Edward Island are the sole and exclusive forum respecting any disputes arising from this Agreement.

- 48. This Agreement may be executed in counterparts, and scanned or electronic signatures shall be deemed to be effective in the same manner and to the same extent as original signatures
- 49. This Agreement binds and enures to the benefit of the University, its successors and assigns, and Keefe. Keefe's rights and obligations pursuant to this Agreement are not assignable.




IN WITNESS WHEREOF the parties hereto have executed the Agreement on the day and year first above written

UNIVERSITY OF PRINCE EDWARD
ISLAND

Per:



Patrick Sinnott
Chair, Board of Governors


Witness: 
Witness
DR. GREGORY KEEFE 

SCHEDULE A

Initial Priorities, Goals, and Activities for the period 21 December 2021 to 30 June 2023

1. Sponsor the mission, values and priorities set forth in UPEI's 2018-2023 Strategic Plan.
2. Invest the time necessary to reinforce relationships with leaders, partners and stakeholders locally, nationally and internationally.
3. Work with Memorial University, the Government of PEI, the medical community on PEI and other stakeholders to establish an accredited Faculty of Medicine at UPEI.
4. Continue to lead the University through the Covid pandemic and develop a plan to adapt to a new environment as conditions change.
5. Work to develop an Indigenous Studies program at the University.
6. Develop the annual operating budget and maintain a three-year operating plan.
7. Continue to execute and refine the enrolment management and retention strategy.
8. Commit the human resources, the financial resources and the infrastructure necessary to improve students' physical and mental well-being.
9. Work with the Board of Governors to determine how best to address the recommendations of the Rubin-Thomlinson review.
10. Continue to upgrade the University's technology infrastructure.
11. Continue to increase the University's research capabilities.
12. Recruit, develop and mentor the senior management team.
13. Assist the advancement team with selected fundraising initiatives.
14. Support the University's commitments to host the 2023 Canada Games

[Redacted text block containing multiple paragraphs of obscured content.]

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IN WITNESS WHEREOF the parties have executed this Agreement.

UNIVERSITY OF PRINCE EDWARD ISLAND

Patrick Sinnott

Per: Patrick Sinnott
Chair, Board of Governors

Witness DR. [REDACTED]

Mechelle Mbrf
Witness

[REDACTED]
DR. GREGORY KEEFE



UNIVERSITY
of Prince Edward
ISLAND

Schedule "B"

OFFICE OF THE PRESIDENT

7 April 2021

Ms. Jackie Podger, Vice-President, Administration & Finance

Dear Ms. Podger:

RE: Extension of Employment Agreement

On the advice of the President & Vice-Chancellor, the Board of Governors of the University of Prince Edward Island has re-appointed you as Vice-President, Administration & Finance of the University for an additional term commencing on 1 July 2022, and ending on 30 June 2027.

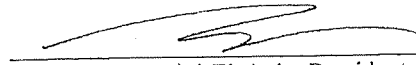
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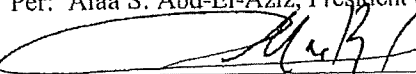
The terms and conditions of your appointment shall continue to be those terms and conditions contained in your Employment Agreement dated 24 July 2012, and your extension Employment Agreement dated 11 November 2015, except as amended by this letter. If there is any inconsistency between this letter and your Employment Agreement or your extension Employment Agreement, this letter prevails.

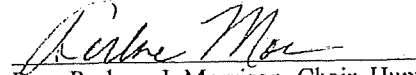
Jackie, please allow me to thank you for your ongoing contributions to the University. We very much look forward to continue working with you. Please sign the bottom of this letter to accept the terms and conditions of the extension of your appointment.

Yours very truly,


University of Prince Edward Island


Per: Alaa S. Abd-El-Aziz, President & Vice-Chancellor


Per: Alex MacBeath, Vice-Chair and Chair, Finance & Audit Committee Board of Governors


Per: Perlene J. Morrison, Chair, Human Resources Committee, Board of Governors

I hereby accept the extension of my appointment as Vice-President, Administration & Finance of the University of Prince Edward Island, upon the terms and conditions contained in this letter.


Jackie Podger

April 7/21
Date

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made on the 6th day of May, 2021;

BETWEEN:

UNIVERSITY OF PRINCE EDWARD ISLAND, a body corporate, incorporated pursuant to the *University Act*, RSPEI 1988, Cap. U-4

(hereinafter the "University")

AND:

DR. KATHERINE GOTTSCHALL-PASS, of Charlottetown, PEI

(hereinafter "Gottschall-Pass")


WHEREAS the Parties entered an employment agreement dated 11 March 2019, pursuant to which the University appointed Gottschall-Pass as Interim Vice President, Academic and Research of the University for a term commencing on 11 March 2019 and ending on 30 June 2020, which agreement was extended pursuant to an employment agreement dated 28 May 2020 for a term commencing on 1 July 2020 and ending on 30 June 2021 (taken together, the "Employment Agreement") A copy of the Employment Agreement is attached hereto as Schedule A.

AND WHEREAS the Employment Agreement contains provisions for renewal or extension.

AND WHEREAS the University has re-appointed Gottschall-Pass as Interim Vice President, Academic and Research of the University for a further term commencing on 1 July 2021 and ending on 30 June 2022, and Gottschall-Pass has agreed to accept the appointment upon the terms and conditions set out in this Agreement.

THEREFORE in consideration of the premises and the mutual promises contained in this Agreement, the Parties hereby agree as follows:

1. The University hereby appoints Gottschall-Pass as Interim Vice President, Academic and Research of the University, and Gottschall-Pass hereby accepts the appointment.
2. The appointment shall be for a term commencing on 1 July 2021 and ending on 30 June 2022 (the "Term"), unless terminated earlier in accordance with this Agreement.

- 3. Gottschall-Pass and the University agree that the Term shall end upon the hiring of a Vice-President, Academic and Research by the University, in the event such hiring occurs prior to June 30, 2022.
- 4. The Parties may renew or extend the Term of this Agreement on terms and conditions mutually agreeable to the Parties. Any renewal or extension must be in writing and executed by the Parties.
- 5. 
- 6. The terms and conditions of Gottschall-Pass's appointment and her employment with the University shall be those terms and conditions contained in the Employment Agreement, except as modified by this Agreement, and the Parties hereby adopt and confirm the terms and conditions contained in the Employment Agreement, except as modified by this Agreement.
- 7. If there is any inconsistency between this Agreement and the Employment Agreement, this Agreement prevails.

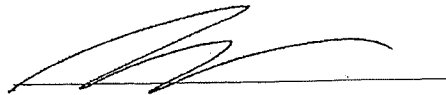
IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year first above written.

SIGNED SEALED & DELIVERED
in the presence of:



UNIVERSITY OF PRINCE EDWARD
ISLAND

Per:



SIGNED SEALED & DELIVERED
in the presence of:


Witness
DR. KATHERINE GOTTSCHALL-PASS

SCHEDULE A

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made on the 28th day of May, 2020;

BETWEEN:

UNIVERSITY OF PRINCE EDWARD ISLAND, a body corporate, incorporated pursuant to the *University Act*, RSPEI 1988, Cap. U-4

(hereinafter the "University")

AND:

DR. KATHERINE GOTTSCHALL-PASS, of Charlottetown, PEI

(hereinafter "Gottschall-Pass")


WHEREAS the Parties entered an Employment Agreement dated 11 March 2019 (the "Employment Agreement"), pursuant to which the University appointed Gottschall-Pass as Interim Vice President, Academic and Research of the University for a term commencing on 11 March 2019 and ending on 30 June 2020. A copy of the Employment Agreement is attached hereto as Schedule A.

AND WHEREAS the Employment Agreement contains provisions for renewal or extension.

AND WHEREAS the University has re-appointed Gottschall-Pass as Interim Vice President, Academic and Research of the University for a further term commencing on 1 July 2020 and ending on 30 June 2021, and Gottschall-Pass has agreed to accept the appointment upon the terms and conditions set out in this Agreement.

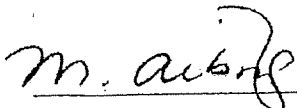
THEREFORE in consideration of the premises and the mutual promises contained in this Agreement, the Parties hereby agree as follows:

1. The University hereby appoints Gottschall-Pass as Interim Vice President, Academic and Research of the University, and Gottschall-Pass hereby accepts the appointment.
2. The appointment shall be for a term commencing on 1 July 2020 and ending on 30 June 2021 (the "Term"), unless terminated earlier in accordance with this Agreement.

- 3. Gottschall-Pass and the University agree that the Term shall end upon the hiring of a Vice-President, Academic and Research by the University, in the event such hiring occurs prior to June 30, 2021.
- 4. The Parties may renew or extend the Term of this Agreement on terms and conditions mutually agreeable to the Parties. Any renewal or extension must be in writing and executed by the Parties.
- 5. 
- 6. The terms and conditions of Gottschall-Pass's appointment and her employment with the University shall be those terms and conditions contained in the Employment Agreement, except as modified by this Agreement, and the Parties hereby adopt and confirm the terms and conditions contained in the Employment Agreement, except as modified by this Agreement.
- 7. If there is any inconsistency between this Agreement and the Employment Agreement, this Agreement prevails.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year first above written.


SIGNED SEALED & DELIVERED
in the presence of:



UNIVERSITY OF PRINCE EDWARD
ISLAND

Per: 

SIGNED SEALED & DELIVERED
in the presence of:



Witness



DR. KATHERINE GOTTSCHALL-PASS

SCHEDULE A

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made effective as of the 11th day of March, 2019.

BETWEEN:

UNIVERSITY OF PRINCE EDWARD ISLAND, a body politic and corporate constituted pursuant to the *University Act*, R.S.P.E.I. 1988, Cap. U-4

(hereinafter the "University")

AND: DR. KATHERINE GOTTSCHALL-PASS, of Charlottetown, PEI

(hereinafter "Gottschall-Pass")

WHEREAS the University has appointed Gottschall-Pass as Interim Vice-President, Academic and Research, effective March 11, 2019, and Gottschall-Pass has accepted the appointment.

AND WHEREAS the Parties wish to enter this Agreement to establish the terms and conditions of Gottschall-Pass's appointment.

THEREFORE in consideration of the premises and the mutual promises contained in this Agreement, the Parties agree as follows:

EMPLOYMENT

1. Subject to the terms and conditions contained in this Agreement, the University agrees to employ Gottschall-Pass as Interim Vice-President, Academic and Research.

2. [REDACTED]

TERM

3. Subject always to the termination provisions contained in this Agreement, Gottschall-Pass's employment as Interim Vice-President, Academic and Research shall have a

term commencing on March 11, 2019 and ending on June 30, 2020 (the "Term"), unless terminated earlier in accordance with this Agreement.

4. Gottschall-Pass and the University agree that the Term shall end upon the hiring of a Vice-President, Academic and Research by the University, in the event such hiring occurs prior to June 30, 2020.
5. Prior to the end of the Term, the Parties may renew or extend the Term of this Agreement on terms and conditions mutually agreeable by the Parties. Any renewal or extension must be in writing and executed by the Parties.

REPORTING AND DUTIES

6. Gottschall-Pass shall at all times faithfully, effectively and satisfactorily perform their employment duties.
7. Gottschall-Pass shall report to the President and Vice-Chancellor of the University (the "President"), and Gottschall-Pass's job duties and description shall be as assigned from time to time by the President.
8. Gottschall-Pass shall abide by the policies of the University. In the event of any conflict between the University's policies and this Agreement, this Agreement prevails.
9. Gottschall-Pass shall not engage in any other employment or business that may conflict with the interests of the University, without the prior written approval of the President.
10. Gottschall-Pass acknowledges and agrees that their hours of work shall vary and be irregular and they shall work such hours as are reasonably required to meet the duties and objectives of their employment.

WORKPLACE POLICIES

11. The University may from time to time establish workplace rules, policies and procedures that shall apply to Gottschall-Pass's employment.
12. Where there is any conflict between a workplace rule, policy or procedure and this Agreement, this Agreement prevails.

[REDACTED]

- [REDACTED]

- [REDACTED]

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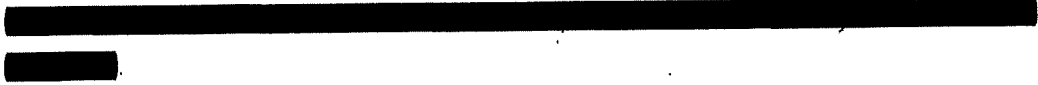
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[REDACTED]

- [REDACTED]



CONFIDENTIALITY

22. Gottschall-Pass acknowledges and agrees that during the course of their employment they shall acquire information which is confidential to the University, related corporations and institutions, University personnel, staff and students. Gottschall-Pass acknowledges and agrees that this information is the exclusive property of the University and, without restricting the generality of the foregoing, may include:

- (a) Secret or confidential information which the University obtains from third parties;
- (b) Trade secrets;
- (c) Information concerning personnel or students;
- (d) Information about strategic planning;
- (e) Information about human resources and personnel issues;
- (f) Financial and budgetary information; and
- (g) Any information which would reasonably be considered sensitive and confidential to the University.

(hereinafter "Confidential Information")

23. Gottschall-Pass shall maintain all Confidential Information in strict confidence, and shall not, either during their employment or thereafter, disclose any Confidential Information to anyone without the University's prior written consent, or unless required by law. Gottschall-Pass acknowledges and agrees that Confidential Information could be used to the detriment of the University, or in some way that brings harm to the University, and acknowledges and agrees that an injunction is an appropriate remedy for any breach of this provision.

24. The provisions in this Agreement respecting confidentiality survive the termination of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

ARBITRATION

29. Any dispute between the parties arising from the interpretation or application of this Agreement shall be submitted to arbitration at Charlottetown, Queens County, Prince Edward Island by notice in writing by either party to the other. The dispute shall be decided by a single arbitrator selected by agreement between the solicitors for each party. Except as otherwise provided in this paragraph, the *Arbitration Act*, R.S.P.E.I. Cap. A-16, shall apply to an arbitration in respect of this Agreement. A decision of an arbitrator shall be final and binding on the parties.

GENERAL PROVISIONS

30. Subject to the provisions herein in respect of Workplace Policies, this Agreement constitutes the entire agreement between the Parties and no other agreements or representations, written or oral, express or implied in regard to the employment of Gottschall-Pass are binding or of any force or effect.

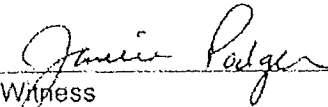
31. Any amendment to this Agreement must be in writing and signed by the Parties or it shall be void and have no force or effect.

- 32. In the event that any provision of this Agreement is deemed void, invalid or unenforceable, the remaining provisions of this Agreement shall remain binding and in full force and effect.
- 33. The waiver by either Party of any breach or violation of any provision of this Agreement shall not operate, or be construed, as a waiver of any similar subsequent breach or violation of it.
- 34. This Agreement shall be governed by the laws of Prince Edward Island.
- 35. The rights accruing to the University pursuant to this Agreement bind and enure to the benefit of its successors or assigns. The rights of Gottschall-Pass pursuant to this Agreement are not assignable.

[REDACTED]


IN WITNESS WHEREOF the parties hereto have executed the Agreement on the day and year first above written.

SIGNED SEALED & DELIVERED
in the presence of:

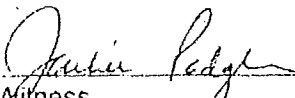

Witness

UNIVERSITY OF PRINCE EDWARD ISLAND

Per:



SIGNED SEALED & DELIVERED
in the presence of:


Witness

[REDACTED]
DR. KATHERINE GOTTSCHALL-PASS

DATED: 6 May 2021

BETWEEN:

UNIVERSITY OF PRINCE EDWARD ISLAND

AND

DR. KATHERINE GOTTSCHALL-PASS

EMPLOYMENT AGREEMENT

OFFICE OF THE PRESIDENT

March 24, 2022

Dr. Katherine Gottschall-Pass
Interim Vice-President, Academic & Research
University of Prince Edward Island

Dr. Dr. Gottschall-Pass,

I would like to extend my sincere thanks and appreciation for agreeing to take on the role of Advisor to the President to assist me in providing guidance and assistance with the transition for the incoming Vice-President, Academic and Research. This appointment will be effective May 1, 2022, until June 30, 2022, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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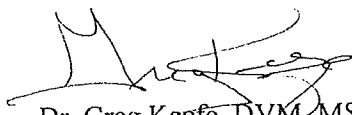
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Kathy, your dedication, leadership, and on-going contributions to the University of Prince Edward Island are greatly appreciated, both as the Interim Vice-President Academic & Research and as Interim Dean of the Faculty of Science. You have had a long-lasting and positive impact on the University, our students, staff and faculty. Your steadfast leadership and commitment during the most challenging of times in UPEI's history is greatly valued.

Sincerely,



Dr. Greg Keefe, DVM, MSc, MBA
Interim President and Vice-Chancellor

[Upei-faculty-staff] Message from the President: Key Leadership Appointments

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on behalf of

upei-faculty-staff@lists.upei.ca <upei-faculty-staff@lists.upei.ca>

Wed 2022-01-26 1:31 PM

To: upei-faculty-staff@lists.upei.ca <upei-faculty-staff@lists.upei.ca>; upei-students@lists.upei.ca <upei-students@lists.upei.ca>

The following message is being distributed by UPEI Communications on behalf of the Office of the President.

Message from the President: Key Leadership Appointments

Dear Members of the Campus Community,

I am extremely pleased to announce the appointment of several key leaders who will help ensure that UPEI continues to advance its strategic priorities and provide students with experiential learning opportunities that allow them to reach their full potential.

Dr. Greg Naterer, Vice-President Academic and Research

After a comprehensive search process, Dr. Greg Naterer has been appointed Vice-President Academic and Research (VPAR) effective May 1, 2022. As the academic leader for the University, Dr. Naterer will be responsible for all academic and student services activities of the University, including programs leading to degrees, diplomas, and certificates.

Currently the Dean of the Faculty of Engineering and Applied Science and a Professor of Mechanical Engineering at Memorial University of Newfoundland, he has led substantial growth in faculty, enrolments, and research capacity through collaborations with community, government, and industry partners. He has fostered a student-focused community that embraces diversity, equity, inclusion, and a vibrant experiential learning environment. Under Dr. Naterer's leadership, Newfoundland and Labrador has had the highest percentage of female undergraduate engineering students in Canada at 27 per cent.

Dr. Naterer will work closely with the Associate Vice-President Research and the Dean of Graduate Studies to foster and support research and scholarship activities as well as the dissemination of research results; the Associate Vice-President Students and Registrar to support services for students as well as the recruitment, admission, and retention of students; and the Deans to ensure that a quality environment for teaching and learning is cultivated and maintained, build a positive and supportive research culture, promote and support student success, and encourage community engagement among faculty and students.

I thank Dr. Kathy Gottschall-Pass for her leadership and dedication serving as interim Vice-President Academic and Research. Dr. Gottschall-Pass has made invaluable contributions to the University and the executive leadership team particularly through this challenging time. She will continue to serve as interim VPAR until April 30, and has very graciously agreed to act in an advisory role to the president until June 30.

I would also like to thank the Search Committee, which included Alex MacBeath, Perlene Morrison, Cathy Ryan, Christina Murray, Samantha MacLean, and Donna Sutton for their commitment throughout the selection process.

Ms. Corinne Chappell, Advisor to the Vice-President Academic and Research on Indigenous Affairs

Ms. Corinne Chappell has joined UPEI as Advisor to the VPAR on Indigenous Affairs. This new leadership role will be key in planning, developing, and implementing Indigenous initiatives at UPEI. This includes providing guidance on stakeholder collaborations and helping to develop a better understanding of and response to the Calls to Action that relate to post-secondary education as outlined in the Truth and Reconciliation Commission of Canada's final report. Ms. Chappell will play an important role in the development of the new Faculty of Indigenous Knowledge, Education, Research, and Applied Studies.

Ms. Chappell holds Master of Education degrees from both UPEI and St. Francis Xavier University and is a Doctor of Education student at Western University. She has been teaching for over 20 years and at Colonel Gray High School for 15. She co-founded and chaired the PEITF Aboriginal Education Advisory Committee and is a member the National Indigenous University Senior Leaders' Association, based at First Nations University of Canada. Ms. Chappell is also widely regarded as a Mi'kmaq artisan, creating garments and art pieces that blend traditional styles with modern fashion.

Faculty of Medicine Leadership

UPEI has a sustained record of excellence in programming—both in our long-standing programs and those that have more recently come to fruition, including the announcement last year of a joint Doctor of Medicine degree with Memorial University of Newfoundland. The co-degree will be housed in a new UPEI Faculty of Medicine, and we have made significant progress in establishing a structure for the development of both.

Oversight is provided by a Steering Committee, co-chaired by Dr. Margaret Steele, Dean of Medicine at Memorial, and me, made up of representatives from Memorial, UPEI, and the PEI medical community. I am very grateful to both the Memorial and UPEI leadership groups who are contributing greatly to this unique, one-of-kind-in-Canada joint degree program. In addition to the new appointments detailed below, the core UPEI leadership group includes Ms. Jackie Podger, Vice-President Administration and Finance, who will oversee physical facilities and infrastructure, and Ms. Myrtle Jenkins-Smith, Executive Director of Development and Alumni Engagement, who will lead government and community relations. The new appointments are as follows:

Dr. Cathy Vardy, Executive Director, Medical Program Development

Development of the new faculty will require direction by someone with extensive experience in medical education accreditation and program delivery. I am so excited that Dr. Cathy Vardy is being seconded to UPEI to take the lead on developing the joint Doctor of Medicine degree program as Executive Director, Medical Program Development, as well as providing leadership to the various subcommittees and working groups. Dr. Vardy will work in support of the accreditation of the UPEI Faculty of Medicine's joint MD program with Memorial.

As Professor of Pediatrics and past Vice-Dean, Medicine at Memorial, Dr. Vardy brings a wealth of experience to UPEI. She has held several leadership positions with the Faculty of Medicine at Memorial and the College of Physicians and Surgeons of Newfoundland and Labrador. She has served in a number of roles at the national and international level, including member of the credential and accreditation committees for the Royal College of Physicians and Surgeons of Canada (RCPSC); chair of the RCPSC "Area of Focused Competence" sub-committee; member, Association of Faculties of Medicine of Canada (AFMC); and co-chair of the AFMC Wellness Committee.

Dr. Trevor Jain, Director of Clinical Programs

A key component of the teaching and community connection model for the UPEI Faculty of Medicine is clinical program delivery. Dr. Trevor Jain has agreed to join the leadership team as Director of Clinical Programs. As Program Director and founder of UPEI's Bachelor of Science in Paramedicine, the first program of its kind in Canada, Dr. Jain is uniquely qualified to lead efforts in developing clinical programs for the innovative UPEI-Memorial Doctor of Medicine program. He is also Assistant Professor of Emergency Medicine at Dalhousie, Flight Surgeon with the Canadian Armed Forces, and ER physician at the Queen Elizabeth Hospital, and has served as a medical director in multiple war zones, such as Bosnia, Kuwait, and Iraq. While a medical student, he was pathology operations officer for the Swiss Air disaster.

Passionate about sharing his expertise, Dr. Jain has taught hundreds of medical students and emergency medicine residents about disaster and crisis response. In 2018, he was appointed to the rank of Officer of the Order of Military Merit for outstanding meritorious service in duties of great responsibility and in 2021 received the John McCrae Memorial Medal in recognition of his exemplary service as a clinical health service member of the Canadian Armed Forces.

Dr. Laurie McDuffee, Director of Human and Animal Health Collaborations

With the Faculty of Climate Change and Environment and the Atlantic Veterinary College at UPEI, the Faculty of Medicine is in a unique position to focus on One Health—a recognition that the health of people is closely connected to the health of animals and our shared environment. Dr. McDuffee will lead efforts on human and animal health collaborations for the new UPEI-Memorial Doctor of Medicine degree. As Professor of Large Animal Surgery and past Chair of Health Management at the Atlantic Veterinary College, she is well suited to direct the integration of the One Health approach into the development of the UPEI Faculty of Medicine.

Dr. McDuffee's research career has focused on comparative wellness with a current focus on human-animal interactions. In 2021, she won the Animal Welfare Foundation of Canada's Dr. Carol Morgan Memorial Award for continued education and training-related costs in the areas of ethics and/or animal welfare. She used the grant toward completing a course in the human-animal bond, a fundamental aspect of One Health, to improve her understanding of how to maximize the mutually beneficial relationship between animals and people. She is certified by the North American Veterinary Community Learning Academy and the Human Animal Bond Research Institute.

Please join me in congratulating and welcoming these accomplished leaders on their recent appointments.

Regards,

Greg

GREG KEEFE, DVM, MSc, MBA (he/him)
President and Vice-Chancellor (Interim)
University of Prince Edward Island
550 University Avenue, Charlottetown PE, CANADA
902 566 0400

upe.ca



The University of Prince Edward Island is located on the unceded and ancestral lands of the Mi'kmaw people, known to them as Epekwitk, a traditional district in the territory of Mi'kma'ki.

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made on the 3rd day of February, 2022.

BETWEEN:

UNIVERSITY OF PRINCE EDWARD ISLAND, a body corporate
constituted pursuant to the *University Act*, RSPEI 1988, c. U-4

(hereinafter the "University")

AND:

DR. GREG F. NATERER, of St. John's, Newfoundland and Labrador

(hereinafter "Naterer")

WHEREAS the Board of Governors of the University has appointed Naterer as Vice President, Academic & Research for a term of five (5) years, commencing 1 May 2022, and Naterer has accepted the appointment.

AND WHEREAS the Parties wish to enter this Agreement to establish the terms and conditions of the appointment.

THEREFORE in consideration of the premises and the mutual promises contained in this Agreement, the Parties agree as follows:

APPOINTMENT

1. Subject to the terms and conditions contained in this Agreement, the University shall employ Naterer as Vice President, Academic and Research (the "Appointment").

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]
[REDACTED]

TERM

5. Subject always to the termination provisions contained in this Agreement, the term of the Appointment shall commence on 1 May 2022 and end on 30 June 2027 (the "Term"), unless terminated earlier in accordance with this Agreement.
6. The Parties may renew or extend the Term of this Agreement, and the Appointment, on terms and conditions mutually agreeable by the Parties. Any renewal or extension must be in writing and executed by the Parties.

REPORTING AND DUTIES

7. Naterer shall report to the President of the University, and Naterer's job duties and description shall be as assigned from time to time by the President. Naterer shall meet with the President from time to time, and at least once annually, to establish Naterer's priorities, goals, and activities generally for the Term, and specifically for the coming academic year.
8. Naterer shall:
 - (a) dedicate full time and attention to the duties of the Appointment; shall devote as much time and attention as will be reasonably necessary to carry out those duties, and shall do everything reasonably necessary to promote the interests of the University; and
 - (b) discharge those duties faithfully, to the best of their ability, and to the satisfaction of the University.

9. The Appointment is a full-time commitment. [REDACTED]
[REDACTED]
[REDACTED]

10. [REDACTED]
[REDACTED]

11. Naterer acknowledges and agrees that their hours of work shall vary and be irregular and they shall work such hours as are reasonably required to meet the duties and objectives of the Appointment.

WORKPLACE POLICIES

12. The University may from time to time establish workplace rules, policies and procedures that shall apply to Naterer's employment, including but not limited to *the Terms and*

Conditions of Employment for Managerial and Professional Employees (Contract Employees) of the University of Prince Edward Island.

- 13. Where there is any conflict between a workplace rule, policy or procedure and this Agreement, this Agreement prevails.

COMPENSATION AND BENEFITS

14. [REDACTED]

[REDACTED]

[REDACTED]

17. [REDACTED]

18. [REDACTED]

19. [REDACTED]

20. The University may from time to time provide Naterer with equipment such as a mobile telephone or notebook computer. This equipment is property of the University, for University use only, and subject to University policies respecting acceptable use.

21. [REDACTED]

22. [REDACTED]

23. [REDACTED]

24. [REDACTED]

ADMINISTRATIVE LEAVE

25. [REDACTED]

26. [REDACTED]

27. [REDACTED]

CONFIDENTIALITY

28. Naterer acknowledges and agrees that during the course of the Appointment they shall acquire information which is confidential to the University, related corporations and institutions, University personnel, staff and students. Naterer acknowledges and agrees that this information is the exclusive property of the University and, without restricting the generality of the foregoing, may include:

- (a) Secret or confidential information which the University obtains from third parties;
- (b) Trade secrets;
- (c) Information concerning personnel or students;
- (d) Information about strategic planning;
- (e) Information about human resources and personnel issues;
- (f) Financial and budgetary information; and
- (g) Any information which would reasonably be considered sensitive and confidential to the University.

(hereinafter "Confidential Information")

29. Naterer shall maintain all Confidential Information in strict confidence, and shall not, either during their employment or thereafter, disclose any Confidential Information to anyone without the University's prior written consent, or unless required by law.

[REDACTED]

30. [REDACTED]
[REDACTED]
[REDACTED]

31. [REDACTED]
[REDACTED]

[REDACTED]

32. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
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33. [REDACTED]
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[REDACTED]
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[REDACTED]
[REDACTED]

34. [REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

35. [REDACTED]

ARBITRATION

36. Any dispute between the parties arising from the interpretation or application of this Agreement shall be submitted to arbitration at Charlottetown, Queens County, Prince Edward Island by notice in writing by either party to the other. The dispute shall be decided by a single arbitrator selected by agreement between the solicitors for each party. Except as otherwise provided in this paragraph, the *Arbitration Act*, RSPEI c. A-16, shall apply to an arbitration in respect of this Agreement. A decision of an arbitrator shall be final and binding on the parties. These provisions do not limit Naterer's statutory right to make a complaint under the *Employment Standards Act*.

[REDACTED]

37. [REDACTED]

38. [REDACTED]

GENERAL PROVISIONS

39. Subject to the provisions herein in respect of workplace rules, policies and procedures, this Agreement constitutes the entire agreement between the parties and no other agreements or representations, written or oral, express or implied in regard to the Appointment are binding or of any force or effect.

40. Any amendment to this Agreement must be in writing and signed by the parties or it shall be void and have no force or effect.

- 41. In the event that any provision of this Agreement is deemed void, invalid or unenforceable, the remaining provisions of this Agreement shall remain binding and in full force and effect.
- 42. The waiver by either party of any breach or violation of any provision of this Agreement shall not operate, or be construed, as a waiver of any similar subsequent breach or violation of it.
- 43. This Agreement shall be governed by the laws of Prince Edward Island. Subject to the arbitration provisions in this Agreement, the courts of Prince Edward Island are the sole and exclusive forum respecting any disputes arising from this Agreement.
- 44. The rights accruing to the University pursuant to this Agreement bind and enure to the benefit of its successors or assigns. The rights of Naterer pursuant to this Agreement are not assignable.

IN WITNESS WHEREOF the parties hereto have executed the Agreement on the day and year first above written.

Michelle Skirg

Witness


UNIVERSITY OF PRINCE EDWARD
ISLAND

Per: *[Signature]*

DR. GREG KEEFE
President & Vice-Chancellor (Interim)

Naterer

Witness



DR. GREG F. NATERER

[Upei-faculty-staff] Message from the Chair of the UPEI Board of Governors

upei-faculty-staff-bounces@lists.upei.ca <upei-faculty-staff-bounces@lists.upei.ca>

on behalf of

upei-faculty-staff@lists.upei.ca <upei-faculty-staff@lists.upei.ca>

Thu 2021-11-25 4:07 PM

To: upei-faculty-staff@lists.upei.ca <upei-faculty-staff@lists.upei.ca>

The following message is being distributed by UPEI Communications on behalf of the University of Prince Edward Island Board of Governors.

Message from the Chair of the UPEI Board of Governors

Dear Faculty and Staff,

I am writing to advise you that the Board of Governors recently asked President Abd-El-Aziz to consider an extension to his term as President and Vice-Chancellor. I am very pleased to announce that the President has agreed to the Board extending his term until June 30, 2025, which was approved at our November 23, 2021, meeting.

Much of the University's success in the last decade can be attributed to President Abd-El-Aziz's vision for future-focused programming that encompasses experiential learning. The extension of the President's term ensures stability for the University as we continue to develop several such innovative programs and fill a number of vital administrative roles such as the Vice-President Academic and Research (VPAR).

With yesterday's announcement of the new Faculty of Indigenous Knowledge, Education, Research, and Applied Studies along with the expansion of the Faculty of Nursing, UPEI Health and Wellness Centre, Doctor of Psychology program, and development of the Faculty of Medicine; the opening of the Canadian Centre for Climate Change and Adaptation in St. Peter's Bay; and the implementation of the new Doctor of Applied Health program, it will be important to have President Abd-El-Aziz at the helm as we navigate these important files.

While the search for the VPAR is well underway and we expect to announce the successful candidate shortly, they will be required to coordinate several decanal searches by the end of 2023 (Business; Climate Change and Environment; Education; Indigenous Knowledge, Education, Research, and Applied Studies; Graduate Studies; Nursing; and Sustainable Design Engineering). President Abd-El-Aziz's extension will allow him to support the VPAR and offer continuity as the University undergoes these major transitions in leadership.

While President Abd-El-Aziz continues to shepherd UPEI over the next three years, the Board will also be afforded sufficient time to begin a presidential search in 2023 and have it completed by 2025.

On behalf of the Board of Governors, I offer my sincere appreciation to President Abd-El-Aziz for his leadership, dedication to our University, and accepting this extension. I look forward to continuing to work with him as UPEI provides opportunities for students to reach their full potential and contribute to society on the Island, across the country, and around the world.

Yours truly,

48 of 53
Pat Sinnott
Chair
UPEI Board of Governors



UNIVERSITY
of Prince Edward
ISLAND

[Upei-faculty-staff] Announcement

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on behalf of

upei-faculty-staff@lists.upei.ca <upei-faculty-staff@lists.upei.ca>

Tue 2021-12-07 6:21 PM

To: upei-faculty-staff@lists.upei.ca <upei-faculty-staff@lists.upei.ca>

The following message is being distributed by UPEI Communications on behalf of the Office of the President.

Dear Members of the University Community,

It is with great difficulty that I write to you today; however, I must inform you that I have made a major decision with regard to my future. The last few months have been very difficult, and my health has suffered for it. Therefore, it is with much regret that I announce that I have decided to retire from UPEI, effective immediately.

This is much sooner than I had ever anticipated, and I am disappointed that I will not be able to complete projects I have been working on, such as the development of a Faculty of Medicine, that hold great promise for UPEI, the province of PEI, and beyond.

I am very grateful to the many colleagues and students I have worked with on several program and campus initiatives over the last decade that have allowed us to help students reach their full potential. I have sincerely enjoyed working with you at this wonderful institution.

I wish all of you my very best for continued success.

Sincerely,

Alaa



UNIVERSITY
of Prince Edward
ISLAND