

February 25, 2022

Dr. Amanda Cockshutt 22 Bickerton Ave. Sackville, NB E4L 3M7

Dear Dr. Cockshutt,

I am pleased to write you with this offer of appointment as Academic Vice-President and Provost, effective May 1, 2022 for a five (5) year, two (2) month term, ending June 30, 2027.

As Academic Vice-President and Provost, you will be a member ex-officio of the Board of Governors of the University and of the University Senate.

You will also be a member of the Senior Leadership Team of the University, a member of University Faculty, and member of Senate.

The following are some of the conditions of this appointment:

- 1. As of May 1, 2022 your annual salary will be \$225,000. Your salary shall be increased annually in accordance with the cost of living adjustment in the collective agreement between the University and the StFX AUT.
- 2. You will be entitled to a one time one year administrative leave at the annual salary you are receiving at the conclusion of your final term. In the event of a reappointment to Academic Vice President and Provost after the initial term, you shall be eligible for a two month administrative leave between the first and second appointment.
- 3. As Academic Vice President and Provost, you will be appointed Full Professor with tenure. At the conclusion of your Term, you may take an appointment as a faculty member in the Department of Chemistry at the top step of Full Professorial salary. Details of faculty privileges and benefits will be made available to you via the Human Resources office.
- 4. Within the first three months of assuming your responsibilities of Academic Vice-President and Provost you will, in consultation with the President, establish annual objectives. These objectives will form the basis of an annual performance review by the President.



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- 5. You shall diligently and faithfully perform the functions and duties conferred upon you and by this position, as directed from time to time by the President. You agree not to accept any other employment for remuneration, or appointment to an agency, board or organization external to the University, without the prior approval of the President. You agree to be bound by and shall faithfully observe and abide by all rules, regulations and standards of conduct of the University including the Conflict of Interest Policy and acknowledge your standards of conduct are expected to be of the highest order.
- 6. You will be entitled to up to \$10,000 of annual support for ongoing research and travel activities related to research and professional developmement. These activities should be reviewed on an annual basis with the President.
- 7. The University encourages your professional development during your term with the intention of assisting you in developing administrative and other academic leadership skills. The specific nature of the professional development and the timing are subject to further discussion and approval by the President.
- 8. You will be eligible to participate in the University's retirement plan. The Plan is a money purchase plan which requires you to contribute 5% of your regular annual salary with the University contributing 8% of your regular annual salary. There is immediate vesting of the University's contributions. As your total income may exceed allowable contribution limits set by Canada Revenue Agency, the University continues to make its contribution into a Supplementary Executive Retirement Plan (SERP). The purpose of the SERP is to ensure you receive the full annual retirement contribution to which you are eligible from the University.
- 9. You will be entitled to annual vacation allowance of five (5) weeks.
- 10. Subject to plan requirements, you will be eligible to participate in the following group benefits: Group Health, Dental and Emergency Travel Plan (University currently pays 100% of the monthly premium); Group Basic Life Insurance Plan (University and employee currently pay 50% each of the monthly premium); Group Optional Life Insurance Plan; Group Long Term Disability Plan (employee currently pays 100% of the monthly premium); and Group Voluntary Accidental Death & Disbursement Insurance Plan. Details of all benefits will be made available to you via our Human Resources office. Purchase of supplemental insurance is possible and can be arranged through the Human Resources office.
- 11. In lieu of providing tuition benefits, the University shall reimburse you for the costs of your daughter's reasonable economy class travel from within Canada to StFX twice per year while your daughter remains a dependant of her parents or is attending a post-secondary education program.
- 12. The University will provide appropriate telecommunications and computer equipment (e.g. cellular phone, internet (50%), laptop, and other reasonable equipment) to allow you to work from home and while traveling on business.
- 13. You will be eligible to recover reasonable relocation expenses upon the presentation of appropriate receipts. In this regard, the Canadian Association of Business Officers (CAUBO) has agreement with two suppliers, Armstrong International Movers Ltd. and Premier Van



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Lines, to provide moving and storage services to members and their employees at contracted rates. There is no obligation to use the services of these firms but we suggest that they may provide access to rates not otherwise available. Please indicate you are moving and will be employed by St. Francis Xavier University. All contracts and payments are conducted between you and the mover. You will be eligible to claim these expenses for a period up to one year from your date of employment to a maximum value of \$18,750 (one-twelfth of your annual salary). Relocation expenses may include any real estate or land title fees in connection with the purchase of a new residence in Antigonish.

- 14. During the initial three months of your appointment, the University will provide you with a furnished one bedroom suite which includes cable, telephone, utilities, and internet access. Note that personal long distance charges are not included. Accommodation is rent free but Canada Revenue Agency requires the value of this benefit be recorded as a taxable benefit and is subject to applicable withholding amounts.
- 15. You may terminate your employment, at any time during the term, by providing six (6) months written notice to the University, unless another period of time is mutually agreed upon between the parties. Upon the effective date of your resignation, you shall be entitled to administrative leave of up to a maximum of twelve (12) months, prorated for each month of completed service as Academic Vice-President and Provost.
- 16. The University may terminate your employment for cause, at any time. Should the University terminate your employment for cause, this agreement shall be terminated, and the University shall thereupon be relieved from any further obligation thereunder.

Termination for cause from your position as Academic Vice-President and Provost shall not automatically include dismissal from your appointment as Full Professor at the University. The University may initiate proceedings for discipline or dismissal from the position of Full Professor only in accordance with the terms and conditions of the St. FX Association of University Teachers Collective Agreement, or other applicable University regulations or policies.

17. The University may terminate your position as Academic Vice-President and Provost at any time, without just cause, upon the terms described in this section.

In the event of such termination, you may then elect to remain at the University as a Full Professor. Before assuming such position, you shall exercise your administrative leave. You shall be entitled to administrative leave of up to a maximum of twelve (12) months, prorated for each month of completed service as Academic Vice-President and Provost. Following your return from administrative leave, in lieu of Full Professor's salary, you shall continue to receive your Academic Vice-President and Provost salary and pension benefits for an additional six (6) months. In all other respects, your terms and conditions of employment shall revert to a full tenured professor.

In the event of termination without just cause, where you instead elect not to remain employed at the University as a Full Professor, then you shall be entitled to receive all



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accrued benefits and administrative leave first. You shall be entitled to an administrative leave of up to a maximum of twelve (12) months, prorated for each month of completed service as Academic Vice-President and Provost. Following your administrative leave, you shall receive severance payments of salary and benefits (excluding Long Term Disability) for either 6 months or the balance of your term at the time of termination, whichever is the lesser.

It is understood and agreed that these provisions with respect to early termination without cause are provided inclusive of reasonable notice or pay in lieu of notice, both at common law and under the Nova Scotia Labour Standards Code.

- 18. If during the term of your appointment, as a result of unforeseen circumstances, should you leave your position by mutual agreement you will be entitled to a leave prorated to one month for each completed year of service at the annual salary you are receiving preceding your departure date.
- 19. In the event of any dispute, difference or question arising between yourself and the University concerning the construction, meaning or effect of this Agreement, or any part hereof, or the scope of your duties and responsibilities, shall be resolved by confidential binding arbitration conducted before an arbitrator mutually agreed to by the parties, acting as a single arbitrator. Both parties agree that there shall be no appeal of the award of an arbitrator, except upon a question of law.
- 20. Please contact the Human Resources Office prior to your arrival to campus for benefits and payroll enrolment. If you have any questions relating to our benefits and/or the pension plan before your arrival, please do not hesitate to contact Alison Sampson by phone at (902) 867-5236 or email: asampson@stfx.ca

I look forward to working collaboratively with you on the many opportunities ahead for our University. You will be a strong addition to our executive team. Please acknowledge the acceptability of this offer by dating, signing and returning the enclosed copy of this letter to this office.

Yours Sincerely,

Dr. Andrew W. Hakin

President & Vice Chancellor

M. H. L.

St. Francis Xavier University





I hereby accept the above offer.

Copy: StFX Human Resources