

THIS AGREEMENT made as of the 10th day of January 2025
BETWEEN:

Memorial University of Newfoundland, St. John's
Newfoundland

OF THE FIRST PART

AND:

Dr. Jennifer Lokash

OF THE OTHER PART

WHEREAS Subject to approval of the Board of Regents, Dr. Lokash is appointed Provost and Vice-President (Academic) and Pro Vice-Chancellor of Memorial University of Newfoundland;

AND WHEREAS Dr. Lokash shall commence her term as Provost and Vice-President (Academic) and Pro Vice-Chancellor with an effective appointment date of **January 20, 2025**.

Status & Term

1. The initial term of the appointment as Provost and Vice-President (Academic) and Pro Vice-Chancellor shall be for five (5) years commencing **January 20, 2025**. The appointment may be renewed for an additional five (5) year term, by agreement between Dr. Lokash, the President and the Board of Regents of Memorial University and in accordance with the Procedures Governing the Appointment, Review, Promotion, and Tenure of Academic Administrators.
2. At the commencement of the Term of this Agreement, Dr. Lokash will be appointed as Full Professor within the Faculty of Humanities and Social Sciences.
3. Dr. Lokash's annual salary as Provost and Vice-President (Academic) and Pro Vice-Chancellor will be \$299,000 per annum (Step 4 of the Memorial Provost salary scale as of May 2022, the "Salary Scale"). Subject to an annual performance review, with the approval of the President, a salary increase may be awarded in accordance with the Salary Scale then in place. The scale for the Provost which is effective at the current date is attached as Schedule "A".
4. Dr. Lokash shall be provided with a research grant of \$25,000 per annum which can accumulate, but at no time should it exceed \$37,500. This grant may be carried forward and used during a period of administrative leave but will not be accrued during said leave. For clarity, expenditures related to collegial activity including attendance at conferences or participation in professional development courses are eligible expenses for this purpose.
5. Dr. Lokash shall be entitled to five (5) weeks annual vacation, pro-rated, to be taken at a time to be agreed with the President. Unused leave may be carried

forward in accordance with the University's leave policy which currently provides for carry forward of one year's entitlement.

Pension and Benefits

6. Dr. Lokash shall continue to accrue pensionable service in the Memorial University Pension Plan during her term as Provost and Vice-President (Academic) and Pro Vice-Chancellor.
7. Dr. Lokash shall be entitled to life insurance, medical and other benefits in accordance with the Department of Human Resources policies and procedures.

Administrative Leave

8. While Provost and Vice-President (Academic) and Pro Vice-Chancellor of Memorial University, Dr. Lokash shall accumulate administrative leave at the rate of 2.4 months per calendar year completed. All administrative leave credited pursuant to this clause shall be on the basis of the Provost and Vice-President (Academic) and Pro Vice-Chancellor salary and terms in effect during her tenure in the position. For clarity, and without limitation, the administrative leave entitlement includes salary, pension accruals and benefits under the University benefit plans, at the rate that they would be accrued in the position of Provost and Vice-President (Academic) and Pro Vice-Chancellor.
9. The parties acknowledge that Dr. Lokash has accrued the following service and will have accrued the administrative leave as noted effective January 20, 2025:
 - a) 7 years and 9 months during her tenure as Head and 18.6 months leave;
 - b) 11.75 months during her tenure as Associate Vice-President (Academic) and 2.35 months leave
 - c) 21.5 months during her tenure as Provost and Vice-President (Academic) and Pro Vice-Chancellor and 4.3 months leave.

The parties agree that:

- a) Dr. Lokash is entitled to avail of the accumulated leave at a time agreed to by both parties;
- b) At Dr. Lokash's option the accumulated leave as Head and Associate Vice-President (Academic) may be pro-rated to the Provost's salary, converted to a lesser period and taken at the rate of pay applicable to the Provost at the time the leave is taken.

Further, the parties acknowledge that subject to completion of a five (5) year term as Provost and Vice-President (Academic) and Pro Vice-Chancellor Dr. Lokash will have accrued a further 12 months of administrative leave. Administrative leave will not be pro-rated for partial completion of the term as Provost and Vice-

President (Academic) and Pro Vice-Chancellor). Consistent with the Administrative Leave for Academic Administrators Policy, Dr. Lokash will be entitled to a maximum of 24 months administrative leave which is inclusive of administrative leave accumulated to date and pro-rated leave.

The parties agree that Dr. Lokash may avail of the accumulated administrative leave at a time agreed to with the President, at the end of her first five (5) year term. Administrative leave is not subject to pay in lieu thereof.

10. At the end of her Term, and upon re-entry by Dr. Lokash into the Faculty of Humanities and Social Sciences, her salary and other entitlements shall be as a Full Professor top step of the scale as if she had continued her appointment as an Academic Staff Member (ASM) as set out in the collective agreement then in force applicable to such Faculty. The parties acknowledge that 5 steps of Market Differential have been permanently applied to Dr. Lokash's faculty salary and will be applied in the event that she resumes her appointment as Full Professor in the Faculty of Humanities and Social Sciences.

11. Termination

For Cause

- a) Dr. Lokash's appointment as Provost and Vice-President (Academic) and Pro Vice-Chancellor may be terminated for cause as that term is defined in law. In the event the University terminates this Agreement for cause, Dr. Lokash is not entitled to any payment in lieu of notice resulting from the termination nor any payment for accumulated administrative leave.

Without Cause

- (b) The President, with the approval of the Board of Regents, may at any time terminate Dr. Lokash's appointment as Provost and Vice-President (Academic) and Pro Vice-Chancellor without cause:

In the event that such termination without cause occurs within the first twenty-four (24) months of either her initial five (5) year term or the first twenty-four (24) months of her five (5) year renewal term, she will be paid a severance in full settlement of any entitlement to compensation in lieu of notice consisting of:

- (i) her salary, pension accrual or pension equivalent for 12 months commencing on the date of termination; and
- (ii) the reasonable cost of replacing benefits equivalent to those provided to her and her dependents under the University benefit plans for 12 months commencing on the date of termination, unless the University maintains coverage for Dr. Lokash under such University group benefit plans.

In the event of termination without cause that occurs after the completion of two (2) years of either their initial five (5) year appointment or the five (5) year renewal term, she will be paid a severance in full settlement of any entitlement to compensation in lieu of notice consisting of the lesser of:

- (i) her salary, pension accrual or pension equivalent for the remainder of her term commencing on the date of termination; and
 - (ii) the reasonable cost of replacing benefits equivalent to those provided to her and her dependents under the University benefit plans for the remainder of her Term commencing on the date of termination, unless the University maintains coverage for Dr. Lokash under such University group benefit plans; or:
- (i) her salary, pension accrual or pension equivalent for 6 months commencing on the date of termination; and
 - (ii) the reasonable cost of replacing benefits equivalent to those provided to her and her dependents under the University benefit plans for 6 months commencing on the date of termination, unless the University maintains coverage for Dr. Lokash under such University group benefit plans.

To be clear, in the event the University terminates this Agreement without cause, Dr. Lokash is not entitled to any payment in lieu for accumulated Administrative Leave. Dr. Lokash may avail of the Administrative Leave accumulated in accordance with paragraphs 8 and 9, at a time to be agreed with President.

The termination of Dr. Lokash's appointment as Provost and Vice-President (Academic) and Pro Vice-Chancellor will not affect her appointment as a Full Professor with tenure and she will continue to be employed in that capacity. In that event, she will receive a salary as a Full Professor in accordance with Paragraph 10. The amount of salary to be received as Full Professor for the severance period of 12 months or 6 months as applicable, will be deducted from the severance payment referred to above.

General

- 12.** During the Term, Dr. Lokash will faithfully and to the best of her ability perform assigned duties and apply best efforts to promote the interests of the University.
- 13.** Dr. Lokash shall be accountable to the President and shall meet with the President regularly or upon the President's request, to discuss matters which both consider to be relevant to the management of the University and her role and performance.

- 14.** As a Vice-President of Memorial University, Dr. Lokash will be expected to promote the whole of the University, across campus administrative structures, budgets, collaborations and culture to overcome organizational silos.
- 15.** Dr. Lokash shall be bound by and adhere to all policies and procedures of the University as amended from time to time.
- 16.** While Provost and Vice-President (Academic) and Pro Vice-Chancellor (and not while in receipt of Administrative Leave or while receiving compensation in any other role):
 - a. When travelling on University business, Dr. Lokash is entitled to travel Business Class where provided in the University's travel policy: University Policy | University Policies | Memorial University of Newfoundland
 - b. The University shall provide Dr. Lokash with the office, support staff and appropriate equipment necessary to the proper discharge of her responsibilities, including a cellular phone, computer and the like.
- 17.** Dr. Lokash will engage an Executive Coach to commence upon confirmation of appointment, the cost of which shall be borne by the University up to a maximum expense to be agreed upon with the President. Engagement of an Executive Coach shall include the conduct of a "360" review prior to 6 months in the position (ie, before August 1, 2025).
- 18.** Dr. Lokash will enroll in a professional development program, within the first 18 months following her appointment, such as the "Senior University Administrators Course" offered by the Centre for Higher Education Research and Development, Leadership Support or "Coaching by Cheryl Foy", or equivalent, to be approved by the President. The cost of registration and travel shall be borne by the University.
- 19.** Without limiting the generality of the foregoing, Dr. Lokash shall not, while employed by the University nor thereafter, except as required by law, and without the President's prior approval, divulge, disclose or use, directly or indirectly, any secret or confidential information, knowledge or data of the University to the detriment of the University, howsoever acquired; divulge to any person, firm or corporation any invention, confidential information relating to processes, techniques, programs, or services of the University, or any other confidential information, patent application, copyright, trademark, trade secret or any other intellectual property, acquired as a result of or in the course of their employment, or to divulge to any person, firm or corporation any of the confidential affairs of the University.

20. The parties acknowledge that, in accordance with the *Memorial University Act*:

53. Where the president is absent because of illness or for another reason or where the office of the president is vacant, the vice-president of the university who is the pro vice-chancellor shall possess and may exercise all of the powers and shall perform the duties of the president, during that absence or vacancy and those powers and duties include the powers and duties of other offices conferred or entrusted to the president by this Act.

The parties additionally acknowledge that during any such periods of absence of the President, the Provost shall provide regular updates to the President on actions taken, issues arising and any decisions made under this clause.

21. Notwithstanding Clause 1 wherein Dr. Lokash is eligible for reappointment for a further five-year term following the review process outlined in the Procedures Governing the Appointment, Review, Promotion, and Tenure of Academic Administrators, an annual confidential appraisal of the Provost's performance shall be conducted by the President. The President may engage an external consultant to aid in conducting such review.

22. Upon the expiration of the Term or on other termination of the within appointment, Dr. Lokash shall forthwith deliver or cause to be delivered to the University all books, documents, effects, money, securities or other property belonging to the University or for which the University is liable to others, which are in the possession and control of Dr. Lokash.

23. The University reserves the right to seek injunctive relief or other recourse in the courts in respect of the confidentiality provisions of this Agreement.

24. This Agreement is subject to final ratification by the Board of Regents.

25. The parties acknowledge that this Agreement may be modified as a result of further discussions between Dr. Lokash and the President, subject to the final ratification of any amended terms by the Board of Regents. Any amendment to this Agreement must be in writing and duly executed by both parties.

26. This Agreement constitutes and expresses the whole of the Agreement between the parties with respect to Dr. Lokash's appointment as Provost and Vice President (Academic) and Pro Vice-Chancellor, and no other alleged prior or future arrangement or understanding forms part of this Agreement unless reduced to writing and executed by the parties as contemplated by this Agreement.

27. Should any provision of this Agreement become invalid, illegal or not enforceable, such provision shall be considered severable from this Agreement as a whole and the remaining provisions shall remain in force and binding on the parties as if such severed provision had not been included.

28. The provisions of this Agreement shall survive the termination of this Agreement to the extent necessary to give effect to the terms and conditions contained herein.

29. It is acknowledged by both parties that the University will disclose this Agreement and any amendment thereto to the public.

30. This Agreement may be signed in one or more counterparts, which, taken together, will constitute one Agreement.

Governing Law

This Agreement shall be construed in accordance with the laws of the Province of Newfoundland and Labrador.


IN WITNESS WHEREOF Ther Agreement has been executed by the parties to it, the day, month and year first written.

SIGNED, SEALED AND DELIVERED
by the University in the presence

**Memorial University of
Newfoundland**



Witness

Per 

Dr. Neil Bose
**President and Vice-
Chancellor, pro tempore**



Witness

Per 

Dr. Jennifer Lokash

Schedule "A"

Executive Scale to Align with Canadian University Market (May 2022)

Extraordinary Max

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	+5%	+10%
Vice-Presidents	\$ 232,015	\$ 243,616	\$ 255,217	\$ 266,817	\$ 278,418	\$ 290,019	\$304,520	\$319,021
Provost & Vice-President Academic	\$ 260,000	\$ 273,000	\$ 286,000	\$ 299,000	\$ 312,000	\$ 325,000	\$341,250	\$357,500