

**TERMS & CONDITIONS  
FOR SECONDMENT  
FOR INTERIM PROVOST**

This Agreement is made as of the 30th day of November, 2022.

BETWEEN:

**DR. BRENDA BROUWER**

("Dr. Brouwer")

– and –

**LAURENTIAN UNIVERSITY OF SUDBURY**

("University")

**WHEREAS**, pursuant to The *Laurentian University of Sudbury Act*, the Board of Governors of the University (the "Board") has the power to appoint the Interim Provost of the University and to set the terms of the appointment;

**AND WHEREAS**, in pursuance of such power, the Board wishes to consider for approval the appointment of Dr. Brouwer as Interim Provost of the University as expeditiously as practicable after this Agreement is fully executed. If the appointment is approved by the Board, Dr. Brouwer's appointment as Interim Provost shall be based on the terms and conditions set out herein;

**AND WHEREAS**, the parties understand that their agreement is subject to the provisions of the *Broader Public Sector Executive Compensation Act, 2014* ("BPSECA"), and Regulation 406/18 under the BPSECA (the "Regulation");

**AND WHEREAS** the University was under CCAA protection and emerged from Court protection on November 28, 2022;

**AND WHEREAS** the University has entered into a Secondment Agreement with Queen's University at Kingston and Dr. Brouwer to facilitate her appointment as Interim Provost at Laurentian University;

**AND WHEREAS** Dr. Brouwer has indicated her intention to return to the faculty at Queen's University at the end of her term as Interim Provost.

The parties agree the following are the Terms and Conditions of Dr. Brouwer's appointment as Interim Provost of Laurentian University:

## **1. Term**

- 1.1 In accordance with the Secondment Agreement, Dr. Brouwer will be appointed as the Interim Provost of the University on a full-time basis commencing on January 1, 2023 for an estimated 15 months followed by up to three months as Executive Lead and for any period of administrative leave accrued in these roles. The 15 month period as Interim Provost may be extended should the commencement of a new Provost be delayed.

## **2. Duties & Responsibilities**

- 2.1 The Interim Provost will report to the President of the University in accordance with the policies established by the Board from time to time.
- 2.2 The Senior Management Review and Compensation Committee ("SMRCC") of the Board after consultation with the President will set and approve, on behalf of the Board, the Interim Provost's performance goals for the term of her appointment.
- 2.3 In exercising the powers and functions of Interim Provost, Dr. Brouwer shall follow the direction of the Board and shall be required to comply at all times with the prevailing laws. Dr. Brouwer shall faithfully observe and implement all by-laws, policies and resolutions of the Board.
- 2.5 Dr. Brouwer agrees that as Interim Provost of the University, she is bound by the relevant policies, procedures, and practices which govern the relationship between the University and her, which may change from time to time.

## **3. Expense Reimbursement**

The University shall reimburse Dr. Brouwer in accordance with University Policy for all reasonable expenses incurred by Dr. Brouwer in the performance of their duties. Such expenses shall be subject to review and approval by the President.

In accordance with University Policy, Dr. Brouwer will have access to a travel budget for attending to University business. Compensation for the use of a personal automobile for travel will take the form of a non-taxable per kilometer automobile allowance rate established by the Canada Revenue Agency.

Reasonable professional development expenses will be approved for reimbursement by the Chair of the Board. Professional or membership fees will be eligible for professional development expense reimbursement.

**4. Vacation Entitlement**

During this appointment Dr. Brouwer will accrue 2.08 days of vacation for each month actually worked, which is equal to 9.6% of pay. This is also consistent with the vacation provisions in accordance with the Terms and Conditions of Employment Pertaining to Senior Leaders at Laurentian University and the University's administration for term employees. Dr. Brouwer's vacation days must be taken within the term of employment.

Vacations are to be taken at such time or times as are mutually convenient to Dr. Brouwer and the President. This is in addition to statutory holidays and other days when the University is closed, including between Christmas and New Year's.

**5. Benefits**

As per Secondment Agreement.

**6. Administrative Leave**

Dr. Brouwer shall accrue paid administrative leave at a rate of 10.4 paid weeks per year. The administrative leave shall be taken prior to Dr. Brouwer returning to her faculty position at Queen's University. During her administrative leave, Dr. Brouwer's compensation arrangements as set out in the Secondment Agreement shall be maintained.

**7. Confidentiality**

Dr. Brouwer acknowledges and agrees that in her capacity as Interim Provost that she will receive and be entrusted with confidential information. Dr. Brouwer agrees that all confidential information disclosed to them shall be held in the strictest confidence and shall not, during the term of her employment with the University, or at any time thereafter, communicate or disclose to any person, firm, other than the University, any confidential information. Moreover, Dr. Brouwer shall not make use of such information for personal use or benefit or for the use or benefit of any other person, firm, partnership, association, institution other than the University or assist others in doing so.

**8. Understanding and Acknowledgement**

Dr. Brouwer acknowledges that she has reviewed, understands and agrees with the terms and conditions set out above. Dr. Brouwer further

acknowledges that they have sought or have had the opportunity to seek independent legal advice with respect to this Agreement.

In witness whereof, this Agreement has been executed by the parties hereto.

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Dr. Brenda Brouwer

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Date

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Chair of the Board of Governors

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Date