

**TERMS & CONDITIONS
FOR SECONDMENT
FOR INTERIM PRESIDENT**

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

BETWEEN:

DR. SHEILA EMBLETON

("Dr. Embleton")

– 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 President and Vice-Chancellor 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. Embleton as Interim President and Vice-Chancellor of the University as expeditiously as practicable after this Agreement is fully executed. If the appointment is approved by the Board, Dr. Embleton's appointment as Interim President and Vice-Chancellor 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 York University and Dr. Embleton to facilitate her appointment as Interim President at Laurentian University;

AND WHEREAS Dr. Embleton has indicated her intention to return to the faculty at York University at the end of her term as Interim President and Vice-Chancellor,.

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

1. Term

- 1.1 In accordance with the Secondment Agreement, Dr. Embleton will be appointed as the Interim President and Vice-Chancellor of the University on a full-time basis for a term commencing on January 1, 2023 and until the commencement of a new President (the "Term").

2. Duties & Responsibilities

- 2.1 The Interim President will report to the Board of Governors (the "Board") of the University in accordance with the policies established by the Board from time to time. In accordance with The *Laurentian University of Sudbury Act*, the Interim President and Vice-Chancellor shall be the Chief Executive Officer of the University and shall have supervision over and direction of the academic work and general administration of the University and the teaching staff thereof, and the officers and servants thereof, and the students thereof, and shall also have such other powers and duties as from time to time may be conferred upon or assigned by the Board.
- 2.2 The Senior Management Review and Compensation Committee ("SMRCC") of the Board will set and approve, on behalf of the Board, the Interim President and Vice-Chancellor's performance goals for the term of her appointment.
- 2.3 In exercising the powers and functions of Interim President and Vice-Chancellor, Dr. Embleton shall follow the direction of the Board and shall be required to comply at all times with the prevailing laws. Dr. Embleton shall faithfully observe and implement all by-laws, policies and resolutions of the Board.
- 2.5 Dr. Embleton agrees that as Interim President 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. Embleton in accordance with University Policy for all reasonable expenses incurred by Dr. Embleton in the performance of their duties. Such expenses shall be subject to review and approval by the Chair of the Board.

In accordance with University Policy, Dr. Embleton 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. Embleton 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. Embleton'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. Embleton and the Board Chair. 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. Embleton shall accrue paid administrative leave at a rate of 10.4 paid weeks per year. The administrative leave shall be taken prior to Dr. Embleton returning to her faculty position at York University. During her administrative leave, Dr. Embleton's compensation arrangements as set out in the Secondment Agreement shall be maintained.

7. Confidentiality

Dr. Embleton acknowledges and agrees that in her capacity as Interim President and Vice- Chancellor that she will receive and be entrusted with confidential information. Dr. Embleton 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. Embleton 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. Embleton acknowledges that she has reviewed, understands and agrees with the terms and conditions set out above. Dr. Embleton 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.

Dr. Sheila Embleton

Date

Chair of the Board of Governors

Date