

## EMPLOYMENT AGREEMENT

This Agreement is made as of 1st day of December, 2023

BETWEEN:

**DR. LYNN WELLS**

("Dr. Wells")

- 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 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. Wells as President and Vice-Chancellor of the University as expeditiously as practical after this Agreement is fully executed. If the appointment is approved by the Board, Dr. Wells' appointment as 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"), which establishes a Compensation Framework that creates compensation restraints applicable to the position of President and Vice-Chancellor of the University and specifically limits compensation for newly hired designated executives to what was provided to previous incumbents;

**AND WHEREAS** the University is subject to commitments arising from the *Companies' Creditors Arrangement Act* proceeding including commitments to maintain equitable salary reductions with Laurentian University Staff Association and Laurentian University Faculty Association.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, effective upon and subject to the approval of the appointment of Dr. Wells as President and Vice-Chancellor of the University by the Board, the parties



hereto agree as follows:

**1. Employment and Term**

- 1.1 Dr. Wells will be employed as the President and Vice-Chancellor of the University on a full-time basis for a term commencing on April 1, 2024, and ending on March 31, 2029, (the "Term"). As President and Vice-Chancellor, she will report to 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*, Dr. Wells in her capacity as 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 to Dr. Wells by the Board. Dr. Wells' appointment may be renewed, upon mutual agreement in writing of the parties and in accordance with Board By-Laws and Appointment Procedures and/or Guidelines as amended from time to time.
- 1.2 Dr. Wells acknowledges that in her capacity as President and Vice-Chancellor she is a fiduciary and agrees that she shall devote her full-time and skill and attention to the duties and responsibilities of the role of President and Chancellor. Dr. Wells further agrees and acknowledges that the responsibilities and duties of her position are a full-time role and that she will not engage in any other employment or serve in any other capacity that interferes or conflicts with the provision of her services under this agreement or provide services to any person, corporation or enterprise, with or without remuneration, whose interests are competitive or in conflict with the interests of the University. Dr. Wells agrees that she shall disclose in writing and in advance any proposed outside activities to the Chair of the Board, to engage in the proposed outside activities. For clarity, permission to engage in activities that are aligned with the mission, values and interests of University, or neutral to its mission values or interests, is expected and does not require permission.
- 1.3 The Human Resources Committee of the Board will annually review Dr. Wells' performance and set and approve, on behalf of the Board, the President and Vice-Chancellor's performance goals for the upcoming fiscal year. At the beginning of Dr. Wells' term, she will be asked to work on drafting these performance goals for the upcoming fiscal year. That said, and in the normal course, the review process will be undertaken according to the following guidelines and timelines as outlined in the Human Resources Committee Terms of Reference, as amended from time to time:
  - In April of each year the Chair of the Board will seek, on behalf of the Committee, written input from voting and non-voting members of the Board regarding potential Presidential Performance Goals applicable to the upcoming fiscal year. This input will be provided by the Chair of the



Board of Governors to members of the Committee as well as to the President and Vice-Chancellor.

- In May of each year, the President and Vice-Chancellor will propose Presidential Performance Goals for the upcoming fiscal year for the Committee's consideration, taking into consideration the input received from the Board regarding same. The Committee will accept or revise the performance goals as proposed by the President and Vice-Chancellor and approve them on behalf of the Board of Governors.
- In May of each year, Dr. Wells will submit a report outlining the achievements against her performance goals approved by the Board for the past fiscal year. The Committee will review the report, assess Dr. Wells performance for the past fiscal year, and make a recommendation to the Board regarding any performance-related pay to be awarded for the past fiscal year as applicable. The Chair of the Committee will also provide a written report to the Board in closed session regarding the feedback provided to Dr. Wells as related to the above noted assessment of performance.
- In June of each year, the Committee will also make a recommendation to the Board as related to salary adjustments, if any, to be awarded to the President and Vice-Chancellor in the upcoming academic year.

1.4 Coincident with her appointment as President and Vice-Chancellor, Dr. Wells will be appointed as a full professor with tenure in an appropriate Department, such as the School of Liberal Arts, commencing the start date of her employment at the University, pursuant to and in accordance with the relevant policies and practices for such an appointment to be made.

1.5 In exercising the powers and functions of President and Vice-Chancellor, Dr. Wells shall follow the direction of the Board and shall be required to comply at all times with the prevailing laws. Dr. Wells shall faithfully observe and implement all by-laws, policies and resolutions of the Board. Dr. Wells shall also be committed to achieving those goals and objectives that are established annually by the Board as well as such other objectives, duties and responsibilities as may be assigned by the Board from time to time.

1.6. Dr. Wells agrees that as President and Vice-Chancellor of the University, she is bound by the relevant policies, procedures, and practices which govern the employment relationship between the University and her, which may change from time to time.

## **2. Renewal**

2.1 At the end of her five (5) year term, Dr. Wells is entitled to signal a desire to be renewed as President and Vice-Chancellor, as per the *Procedures for the*



*Evaluation and Selection of Senior Academic Administrators*, as amended from time to time.

### **3. Remuneration**

- 3.1 **Base Salary:** Dr. Wells will receive an annual base salary of \$286,815. This salary will be reviewed annually by the Human Resources Committee.
- 3.2 **Compensation Restraint Legislation:** Dr. Wells understands that, notwithstanding any other provision of this Agreement, under the Compensation Framework established by the Regulation 406/18, the University is not permitted to increase her salary. If the government amends the Regulation, or otherwise changes or eliminates compensation restraints for the Ontario broader public sector, including the position of President and Vice-Chancellor of the University, or is successful in obtaining an exemption from the Government to increase the compensation associated with the Presidential position, the Board agrees that it will undertake a review Dr. Wells' compensation and provide future increases consistent with this Agreement, applicable Board Policy, the *BPSECA*, any other applicable statutes or regulations and any of its commitments pursuant to the *Companies' Creditors Arrangement Act* proceeding.
- 3.3 **Performance-Related Pay:** Effective for the July 1, 2025, to June 30, 2026 pay year, Dr. Wells will be eligible for an annual non-pensionable performance-related merit pay of between 0% to 5% of her annual base salary. The maximum of the annual merit adjustment may be reviewed during the term of this agreement, subject to compensations restraints applicable to the position of President and Vice-Chancellor. This performance related pay shall be determined annually by the Human Resources Committee of the Board and awarded in consideration of achieving a determined set of institutional and individual performance goals for the year as determined by the process outlined above.
- 3.4 **Transition to Faculty after Term as President and Vice-Chancellor:** Upon the expiry of her term as President and Vice-Chancellor, and upon the completion of any period of administrative leave, Dr. Wells will have the option of assuming her duties as a full professor or voluntarily retiring from her employment with the University. If Dr. Wells assumes duties as a Full Professor at the University the terms and conditions of her employment will be governed pursuant to the faculty collective agreement and in accordance with applicable University Policies and Procedures.

### **4. Research Allowance**

Dr. Wells will receive an annual research grant of \$30,000.00 with full carry-forward from year to year of any unused funds in support of her scholarly/professional/research activities. The research grant is subject to and



must be utilized in accordance with guidelines established by the University for such research grants.

## **5. Expense Reimbursement**

The University shall reimburse Dr. Wells in accordance with University Policy for all reasonable expenses incurred by her in the performance of her duties. Such expenses shall be subject to review and approval by the Chair of the Board.

In accordance with University Policy, Dr. Wells will have access to a travel budget for attending to University business. Compensation for the use of her 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.

## **6. Vacation Entitlement**

Dr. Wells is entitled to 30 days' vacation leave during each 12-month period of her term of appointment. Unless she and the Chair of the Board agree otherwise in writing, this vacation leave is non-cumulative and cannot be carried over from one year to the next without the prior written approval of the Chair of the Board. Dr. Wells will schedule her vacation leave in consultation with the Chair of the Board. This entitlement is in addition to the statutory holidays and other days when the University is closed, including between Christmas and New Year's.

## **7. Administrative Leave**

Following the completion of her five (5) year term, Dr. Wells shall be entitled to a one (1) year administrative leave. The administrative leave shall be prorated in the event Dr. Wells completes only part of her five (5) year term. Dr. Wells may utilize her paid administrative leave provided she is part of or will return to the faculty ranks at the University. Such Administrative Leave shall be taken immediately after the end of Dr. Wells term or renewed term as President and Vice-Chancellor. During the administrative leave, Dr. Wells shall be paid her applicable salary and remuneration immediately preceding the start of the administrative leave and continue to be eligible for applicable benefit plans. The accrued paid administrative leave cannot be monetized and be paid out as a cash amount.

## **8. Benefits**

Dr. Wells will participate in the University's Pension and Benefit Programs on the same basis as the other designated executives and senior administration of the



University. Health and dental benefits, currently offered through Manulife, (including medication, dental, paramedical, physiotherapy, etc.) will be available to Dr. Wells and her family under the current cost-sharing arrangements and in accordance with the terms of University's Pension and Benefit Programs. The health benefits and cost-sharing arrangements may be amended by the University from time to time.

**9. Confidentiality**

Dr. Wells acknowledges and agrees that in her capacity as President and Vice-Chancellor that she will receive and be entrusted with confidential information. Dr. Wells agrees that all confidential information disclosed to her shall be held in the strictest confidence and that she shall not, during her employment with the University, or at any time thereafter, communicate or disclose to any person or firm, other than the University, any confidential information. Moreover, Dr. Wells 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, or institution, other than the University, or assist others in doing so.

**10. Moving Expenses**

The University will pay the normal and customary expenses associated with the cost of moving of household to the City of Greater Sudbury. This includes real estate commissions, land transfer tax, and legal fees for the sale of a home as well as the cost of moving the contents of Dr. Wells' current residence to Sudbury, as well as the cost of any temporary accommodation required in moving to Sudbury as per Canada Revenue Agency guidelines for allowable moving expenses.

**11. Termination**

11.1 This Agreement may be terminated in any of the following ways:

- (a) by the University for cause (as described in 11.2 below);
- (b) by the University without cause (as described in 11.3 below);
- (c) by mutual agreement between Dr. Wells and the University;
- (d) by Dr. Wells' resignation at any time upon six (6) months' prior written notice or such other period as is mutually agreeable to the University and Dr. Wells; it being understood and agreed that the University may, in its sole discretion, waive the period of written notice once given, in whole or in part, and provide payment in lieu notice of the balance of the period of notice waived by the University; or
- (e) upon the death of Dr. Wells.

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11.2. The University may terminate this Agreement without notice or pay in lieu of notice or any other obligations to Dr. Wells at any time for willful misconduct as set out in the *Employment Standards Act, 2000*. Such a termination for willful misconduct shall also terminate Dr. Wells' appointment as a full professor with tenure and her employment with the University for all purposes. As the termination of Dr. Wells' appointment as a full professor with tenure would occur before she entered the bargaining unit and before her terms and conditions of employment became subject to the collective agreement between the University and the Laurentian University Faculty Association, the provisions of that collective agreement with respect to termination for cause would not be applicable.

11.3 The University may terminate Dr. Wells' appointment as President and Vice-Chancellor at any time during the term of this Agreement, on a without cause basis, upon providing written notice of termination or pay-in-lieu. Upon termination of this Agreement without cause the University shall provide the following:

- (a) continuation of her salary and applicable remuneration at the time of termination for a period that is the lesser of: i) 24 months; or ii) a period that is equal to the remaining term as President and Vice-Chancellor; provided that such period shall never be less than 18 months;
- (b) continuation of eligibility for benefits, and subject to any restrictions in the benefit plan terms, for the same period;
- (c) continuation of pension entitlements for the same period;
- (d) the applicable salary and remuneration paid in accordance with this paragraph shall be inclusive of pay in lieu of notice and severance pay under the *Employment Standards Act, 2000*. At no time shall the continuation of base salary, benefits, or pension be discontinued before the end of the period corresponding to the statutory notice period as required under the *Employment Standards Act, 2000*;
- (e) entitlements under paragraph 11.3 of this agreement are subject to Dr. Wells' obligation to notify the University immediately upon accepting alternative employment or upon engaging in new self-employment for any or all activities outside the scope of the provisions in Section 1.2. In the event that Dr. Wells obtains income from alternative employment, including commencing duties as a Professor at the University, her entitlement to base salary shall be reduced by the amount of said employment income. In the event that Dr. Wells obtains alternative employment that entitles her to benefits and/or pension that is reasonably equivalent to her entitlements as President and Vice-Chancellor of the University, her entitlement to benefits and pension shall cease. Dr. Wells entitlements from the University shall not be less

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than the minimum entitlements mandated by the Employment Standards Act. 2000.

11.4 Dr. Wells' employment shall be deemed to be frustrated at the discretion of the University:

- (a) If she becomes eligible for long-term disability benefits under the University's long term disability policy and she has been unable, due to illness, disease, mental or physical disability, or similar cause, to fulfill her obligations as President and Vice-Chancellor for any consecutive 6-month period or any cumulative period of 6 months (whether or not consecutive) in the preceding 12-month period; or
- (b) A court of competent Jurisdiction has declared Dr. Wells to be mentally incompetent or incapable of managing her affairs.

Upon the University exercising its discretion, Dr. Wells will receive the entitlements set out in paragraph 11.3 above.

## **12. Acknowledgment**

Dr. Wells hereby acknowledges that the payment of the monies in paragraph 11.3 are reasonable and satisfy any and all claims, whether at common law, under the *Employment Standards Act of Ontario, 2000* as amended from time to time, or any similar legislation which will be in force from time to time, which Dr. Wells may have for wrongful dismissal, constructive or otherwise, severance pay, termination pay, or other damages arising from the termination of this Agreement.

## **13. Entire Agreement**

This Agreement, including Appendix A, constitutes the entire agreement between the parties with respect to Dr. Wells' employment. Any and all previous agreements, written or oral, expressed or implied, between the parties or on their behalf relating to Dr. Wells' employment are terminated and cancelled and each of the parties releases and forever discharges the other of and from all manner of actions, claims and demands whatsoever, under or in respect to any agreement.

## **14. Place of Contract and Governing Law**

The parties agree that this Agreement is made in Ontario and that the terms of this Agreement shall be governed by and construed in accordance with the Laws of Ontario and any claims made hereunder shall be brought in the City of Greater Sudbury, Ontario.

## **15. Understanding and Acknowledgement**

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



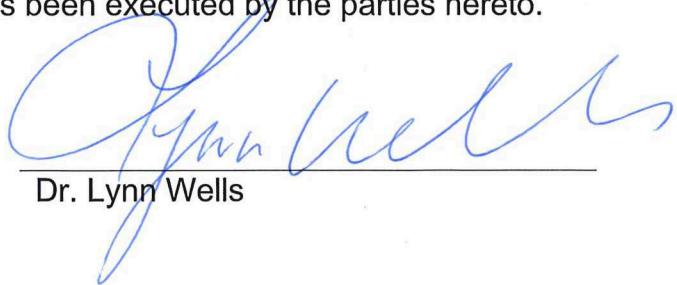
sought or has had the opportunity to seek independent legal advice with respect to this Agreement.

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

November 29, 2023

Date



Dr. Lynn Wells

November 29, 2023

Date

Jennifer Guarasci

Witness Name (please print)



Witness



Vernon Cameron

Chair of the Board of Governors

December 6, 2023

Date