The College of New Jersey
Employment Agreement
Second Amendment

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT, with an effective date of July 1, 2022 (the "Second Amended Agreement" or the "Agreement"), amends and restates the Employment Agreement by and between The College of New Jersey ("TCNJ" or the "College") and Dr. Kathryn A. Foster ("Foster") that had an original effective date of July 1, 2018 (the "Original Agreement") as it was amended by the First Amendment with an effective date of March 1, 2021 (the "First Amendment").

WITNESS

WHEREAS, The Board of Trustees of the College (the "Board") has selected Foster to serve as the College's sixteenth president and Foster desires to assume that position; and

WHEREAS, the College, in order to induce Foster to serve as president of the College ("President"), has offered the terms and conditions of employment set forth in this Agreement;

WHEREAS, the terms and conditions of this Agreement have been duly approved and the execution of this Agreement has been duly authorized by the Board; and

WHEREAS, Foster relies upon and accepts the terms and conditions set forth in this Agreement and agrees to serve as President in accordance with such terms and conditions:

NOW, THEREFORE, in for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the College and Foster, intending to be legally bound hereby, hereby agree as follows:

I. **EMPLOYMENT.** Pursuant to the terms and conditions of this Agreement, the College agrees to employ Foster as its President and Foster agrees to serve as President and to render services to the College as set forth herein.

II. **TERM; CONTRACT YEAR.** In accordance with Section IX of this Agreement, Foster shall serve as President at the pleasure of the Board for a term of employment commencing July 1, 2018 and, unless earlier terminated pursuant to this Agreement, concluding June 30, 2027 (the "Term"). Reference to a "contract year" shall mean the period beginning July 1 in a given calendar year and ending June 30 dfthe following calendar year. The parties shall meet by no later than December 31 of the final scheduled contract year of the Term to discuss the possible renewal or extension of Foster's employment period.

III. **DUTIES; ETHICS; OUTSIDE ACTIVITES.** As President, Foster shall be responsible for the management, superintendence, and improvement of the College to the utmost of her ability and shall do and perform all such services, acts, and things connected therewith as the Board, by its Bylaws or by resolution, has delegated to her, and which are of a nature properly belonging to the duties of a New Jersey state college president. Foster shall at all times comply with the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 *et seq.*, and its implementing regulations; applicable Executive Orders; New Jersey State Ethics Commission codes (including the Uniform Ethics Code), orders, procedures, advisory opinions and rulings concerning applicable ethical standards; and College codes and policies concerning applicable ethical standards (collectively, the "Ethics Rules"). Foster's conduct generally, and particularly with respect to participation by Foster in any outside organizations, associations, clubs or groups, shall be consistent with the Ethics Rules and the importance and dignity of the presidential office. Foster's participation in outside activities is subject to approval by the College's Ethics Liaison Officer (or a representative of the State Ethics Commission) and the Chair of the Board. Foster acknowledges that even if certain outside activities were not prohibited by the Ethics Rules (including without limitation the Guidelines Governing Outside Activities), the nature and demands of the position of President would generally be incompatible with her participation in activity on behalf of any for-profit entity or any service she might provide to any third party for compensation (other than limited service to a not-for-profit entity for which she receives a customary honorarium and for which outside activity she receives advance approval as set forth above in this Section III) and, therefore, such participation or service is not permitted without the prior approval of the Chair of the Board, which approval may be delayed, withheld or conditioned in the sole discretion of the Chair. Any compensation received by Foster in connection with her permitted outside activities shall be hers and have no effect on her compensation under this Agreement. If, upon receiving notice from Foster of her proposed service on a non-profit board (e.g., Middle States Commission on Higher Education) or other professional development activities (e.g., presenting at an Association of Governing Boards conference), the College's Ethics Liaison Officer (or a representative of the State Ethics Commission) and the Chair of the Board determine that such service is for the College's benefit and not an outside activity, she shall, with the permission of the Chair of the Board, perform such service within the scope of her duties as President and shall not receive additional compensation therefore (whether from the College or a third party). College resources should not be used for outside activity and time spent on outside activity during normal working hours should be taken as vacation leave. In no event should Foster's outside activities interfere with the performance of her duties as President.

IV. COMPENSATION AND BOARD REVIEW PROCEDURE.

a. **BASE SALARY.** Foster's Base Salary beginning July 1, 2018 and ending June 30, 2019 (the "Initial Contract Year") shall be $340,000. While Base Salary is an annualized amount, it shall be paid in periodic increments throughout the contract year consistent with the periods for salary payments made to Vice Presidents (currently, bi-weekly). Salary increases in Base Salary for each of the succeeding contract years commencing as of July 1 in those succeeding contract years shall be based on annual performance appraisals conducted by the Executive Committee of the Board for the preceding contract year. Annual salary increases recommended by the Executive Committee and approved by the full Board shall be made effective July 1st of each contract year of the Term (except the Initial Contract Year). Each time a salary increase takes place, the adjusted salary shall upon that effective date become the Base Salary for purposes of this Agreement. During the Term of this Agreement, Base Salary may be increased but not decreased unless due to a financial exigency of the College.

b. **BONUS PLAN.** Absent financial exigencies or other reasons which the Board deems compelling, the Board shall have the discretion, but not the obligation, to grant Foster a Bonus, if the Board, pursuant to the process set forth in Section IV(c) below, determines that Foster has met or exceeded the goals and benchmarks established for the contract year. The Bonus shall be payable as of July 31 for a prior contract year in a single lump sum payment. Bonuses awarded on this basis may not exceed an amount equal to ten (10%) percent of Foster's Base Salary for that prior contract year. Bonus criteria that the Board shall take into account include, but are not limited to, (1) maintaining the high reputation of the College; (2) maintaining the quality of students and faculty at the College; (3) maintaining and enhancing academic outcomes such as graduation and retention rates that demonstrate high standards of excellence; (4) maintaining and enhancing the reputation of the College for innovation in the development of new and creative programming; (5) maintaining and enhancing the diversity of qualified students, faculty, management and vendors; (6) enhancing fund raising from alumni as well as the private sector; and (7) maintaining the effective allocation of resources to support the mission of the College. In determining the amount of the Bonus, if any,the Board will apply the following three tier approach. If basic expectations are achieved, a Bonus payment in the amount of five (5%) percent of the Base Salary for that prior contract year shall be made. If basic expectations are exceeded, a Bonus payment equal to eight (8%) percent of the Base Salary for that prior contract year shall be made unless the Board determines that performance was so extraordinary, in which case there shall be a Bonus payment in the amount of ten (10%) percent of Base Salary for that prior contract year.

c. **REVIEWS AND REVISED OR NEW AGREEMENT.** Foster's performance shall be subject to an annual written review for each contract year, based on the criteria set forth in Section IV(b) above and such other goals prepared by Foster and approved by the Board. As part of this annualprocess, Foster shall, no later than fifteen (15) days prior to the end of the contract year under review, (or such later date as is mutually agreed upon by the parties) present a written report to the Executive Committee of the Board regarding the achievements accomplished during that contract year and her specific goals for the following contract year. Said report will be presented by the Board Chair to the full Board at its firstmeeting in that following contract year. As part of the review at these Executive Committee and full Board meetings, the Board shall make a determination in regard to whether a salary adjustment, pursuant to Section IV(a) above, and a Bonus payment, pursuant to Section IV(b) above, shall be made to Foster.

During or prior to the final scheduled contract year of the Term, the Board, through the appointment of an outside consultant selected by the Board and approved by Foster, may commission the external review of Foster's performance of her duties and responsibilities.

d. **RETENTION INCENTIVE PAYMENT PLAN.** The Retention Incentive Payment Plan is a program to provide incentive for Foster to continue to serve as President of the College and thereby provide stability to the College's Chief Executive position. Therefore, in addition to the President's Base Salary and any Bonus, beginning July 1, 2023, and on each anniversary thereof (or the next business day thereafter) during the term of this Agreement, an additional $20,000 (the "Retention Principal Payment") will be credited to an escrow account and earn quarterly interest based upon the applicable federal rate under Internal Revenue Code Section 7520 as published in the Federal Register.

Upon Foster's successful completion as President of the contract year ending June 30, 2027 (the "Five-Year Completion Date") or, if her term as President is terminated earlier due to death or disability or without cause, the College shall pay Foster (or her estate as the case may be) all of the Retention Principal Payments made and all interest earned thereon through the earlier to occur of the date of the Five-Year Completion Date or termination due to death or disability or without cause (collectively, the "Retention Incentive Payment") less applicable standard required deductions. Payment of the Retention Incentive Payment shall be made as soon as practicable after June 30, 2027 or such earlier date of termination, as applicable. If Foster elects to resign prior to June 30, 2027 or is terminated for cause, the College's obligation to pay her the Retention Incentive Payment shall be deemed canceled, and the Retention Incentive Payment funds shall revert to the College.

V. BENEFITS. Foster shall receive the following benefits and any other benefitsgenerally accorded to all Vice Presidents of the College:

a. Liability Insurance/Indemnification; Contents, Liability and Umbrella Insurance Policies. As a New Jersey public institution of higher education, the College does not carry directors/trustees and officers liability insurance. However, for acts taken in the normal course and scopeof her employment as a State employee, Foster shall be entitled to the applicable defense and indemnity in accordance with the Tort Claims Act, N.J.S.A. 59:1-1 *et seq.* Beginning July 1, 2022, the College shall, within sixty days after the beginning of each Contract Year, provide Foster with an insurance allowance in the amount of one thousand dollars ($1,000) with the expectation that Foster will procure insurance for personal property (renter's/contents policy) with liability coverage and an umbrella policy with coverage limits and deductible amounts to meet her needs. Foster shall be solely responsible for the payment of any federal, state and local income taxes resulting from her receipt of the insurance allowance.

b. Health and Prescription Drug and Dental Insurance. As a state employee, Foster shall be eligible to participate at the standard non-unit employee rates in a health and prescription drug and dental insurance coverage program for Foster, her spouse and any eligible dependents under the New Jersey State Health Benefit Program. After Foster's completion of ten (10) years of service as President, Foster and her spouse, shall irrevocably vest in and, upon her retirement be entitled to receive the retiree health and prescription drug and dental insurance benefits under the New Jersey State Health Benefit Program (provided that Foster complies with all Program requirements), with premiums to be paid by the College, and Medicare Part B premium and co-payments, deductibles and the like, to be paid by Foster. If the College is unable to provide this benefit to Foster under the New Jersey State Health Benefits Program, the College shall obtain and pay the premiums (exclusive of the Medicare Part B premium) for equivalent lifetime health and prescription drug and dental insurance benefits under another plan or policy.

c. Retirement. Foster will participate in the State of New Jersey Alternate Benefit Program retirement plan ("ABP") and The College of New Jersey Supplemental Alternate Benefit Program ("SABP"). However, in no case shall the College be required to contribute an amount that would cause the total of the College and Foster contributions to exceed the maximum contributions permitted by the Internal Revenue Code.

d. Automobile. During the Term of this Agreement, the College will provide Foster with an automobile allowance in each contract year, with the amount of the allowance for the Initial Contract Year being $1,000 per month and the allowance adjusted in subsequent contract years in an amount equal to the percentage increase or decrease in the Consumer Price Index for the Mercer County, New Jersey region during the period from July 1, 2018 to the beginning date of that contract year and with the allowance being adjusted pro-rata for contract years in which Foster serves as President for less than twelve months. Foster shall be solely responsible for the payment of any federal, state and local income taxes resulting from her receipt of the automobile allowance.

e. College Entertainment. The College shall pay initiation fees and monthly dues for Foster in area clubs acceptable to both Foster and the Board. The College shall also pay or reimburse Foster for reasonable expenses associated with College-related entertainment. Such expenses shall include

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[1] Any references to spouse may be ignored if Foster has no spouse.

those of her spouse under circumstances where the presence of her spouse is of benefit to the College. The expenses of Foster and her spouse shall be reviewed at least every six (6) months by the Chair of the Board or his/her designee who does not report to Foster.

f. College Travel. The automobile allowance provided under Section V(d) above is intended to cover Foster's expenses with respect to her automobile travel for the College, including lease or ownership of a vehicle and maintenance, insurance, fueling and all other costs associated with that vehicle, except parking and tolls. The College shall pay for or reimburse Foster for her other travel expenses (including parking and tolls) associated with College business in accordance with applicable College travel policies. Such expenses shall include those of her spouse under circumstances where the presence of her spouse is of benefit to the College. The expenses of Foster and her spouse shall be reviewed at least every six (6) months by the Chair of the Board or his/her designee who does not report to Foster.

g. Life Insurance. As a state employee, Foster shall be eligible to participate in the State of New Jersey term life insurance program that currently includes a death benefit equal to three-and-one-half (3-1/2) times the Base Salary.

h. Sick Leave. Foster will be entitled to sick leave in accordance with the College's personnel policies. Further, Foster shall be entitled to compensation for unused sick leave in accordance with the College's personnel policies.

i. Vacation. Foster shall be entitled to the same amount of vacation leave annually as granted to those of rank of Vice President or above at the College. Foster shall be compensated for accrued, but unused vacation leave remaining at the end of the Term of this Agreement or Foster's separation from the College in accordance with College policy on such leave (including limitations on amount). Foster is strongly encouraged to use her available vacation days annually, but accrued but unused vacation days at the end of any calendar year may be carried over to the next calendar year, provided that in no event may the amount of vacation leave carried over exceed the annual accrual amount or such lesser amount as may be prescribed by College policy. Any amount remaining at the end of any calendar year which exceeds the carryover limit shall be forfeited.

j. Dependent Tuition. The College shall reimburse Foster for the cost of tuition (exclusive of fees, room and board) incurred by Foster for any dependent children of Foster enrolled during the Term in an undergraduate degree program provided that such tuition reimbursement amount shall notexceed the equivalent out-of-state tuition charge at the College.

k. Relocation Expense.

(1) College shall reimburse Foster for her reasonable relocation expenses from any location in the United States to the Home

incurred prior to July 1, 2019. Eligible expenses of Foster for coverage under this benefit shall include but not be limited to the cost of packing and moving, storage, travel and interim lodging andfood. However, in no case shall the total amount paid or reimbursedby the College exceed $20,000.

(2) Upon the completion of Term of this Agreement, or if sooner, upon the College's termination of Foster's employment without Cause, the College shall reimburse Foster for her reasonable relocation expenses to any location in the United States. Eligible expenses of Foster for coverage under this benefit shall include but not be limited to the cost of packing and moving, storage, travel and interim lodging and food. However, in no case shall the total amount paid or reimbursed by the College exceed $20,000 plus an upward adjustment in an amount equal to the percentage increase in the Consumer Price Index for the Mercer County region during the period from July 1, 2018 to the date Foster becomes eligible for this benefit.

l. **HOUSING.** As a term and condition of Foster's employment as President, and forthe benefit and convenience of the College, Foster shall be required to reside at theCollege-owned residence designated by the Board, which is currently located at 110 Murphy Drive, Pennington, NJ 08534 (the "Home"). Furnishings for the publicareas of the Home shall be provided by the College. The College shall be responsible for all reasonable costs for maintaining the Home (including the grounds) and for providing housekeeping services, supplies, utilities, cable television, telephones, and current computer technology and high-speed Internet connections. Catering services and entertainment shall also be provided for Collegerelated events hosted in the Home. The College shall maintain property insurance coverage for the Home, including coverage for fire, flood, or storm damage. It is the understanding and intent of the parties that the provision of housing by the College shall be a tax-neutral benefit to Foster pursuant to Section 119 of the Internal Revenue Code. However, in the event the IRS or a court of law makes a determination, which finds the residence a taxable benefit to Foster at any point during her presidency, the College shall reimburse her for any such taxes, fees or penalties.

VI. **POST-AGREEMENT BENEFIT.** In the event that Foster completes the Term of this Agreement or if earlier, upon her termination by the Board without Cause pursuant to Section IX(d) ("Termination Without Cause"), Foster shall have the following option upon the conclusion of such service:

a. If, and only if, Foster has an appointment as a tenured faculty member in the Department of Political Science at the rank of Full Professor, she may assume and perform the full-time position as a tenured Professor of Political Science (12-Months) or other similar non-administrative, academic or research position with the following conditions:

(I) For the first year in this position Foster shall undertake a Sabbatical in accordance with processes mandated by any applicable statutes and collective negotiated agreement and a plan approved by the Board, which Board approval shall not unreasonably be withheld. During this first year Foster shall receive a salary equivalent to the sum of the Base Salary for the final year that she served as President. Thereafter, Foster shall be assigned a salary equal to the maximum of the range established for Full Professors (12 Months) and shall receive annual increases consistent with the applicable bargaining unit agreement. Foster shall be required to reimburse the College forthe salary paid her for the Sabbatical under this subparagraph (1) if she voluntarily leaves the College before performing as a Professor of Political Science (12-Months) for a period of 2 years after this Sabbatical. During the period of her employment by the College after her term as president, Foster shall continue to receive those standard benefits made available to similarly situated faculty for which she remains eligible, such as participation in the New Jersey State Health and Prescription Drug and Dental Insurance, ABP, Life Insurance and Dependent Tuition programs.

(2) The new position shall report to the chief academic officer.

or

b. Receive a final additional payment in the amount equal to the sum of her last-existing Base Salary under this Agreement. Said payment shall be made by the College to Foster in two equal payments, the first of which shall be payable within thirty (30) days after the end of the calendar year in which Foster concludes her service as President and the second of which shall be payable within thirty(30) days after the end of the next succeeding calendar year.

VII. PHYSICAL EXAMINATION. The College expects Foster to undergo a comprehensive physical exam once a year. Should expenses for the examination exceed or not qualify for coverage under Foster's health insurance coverage, the College will pay up to One Thousand Dollars ($1,000.00) for the exam for the costs not covered by health insurance. The results of the Physical examination shall be privileged and confidential between Foster and her health care provider.

VIII. TERMINATION. Foster serves at the pleasure of the Board. The Board may terminate Foster from office at any time, with Cause or without Cause, based on a vote of two-thirds (2/3) of the voting members of the Board. This Agreement and Foster's employment may be terminated for any of the following reasons:

a. Death: This Agreement and Foster's employment will terminate upon Foster's death.

b. Disability: The Board may terminate this Agreement and Foster's employment by reason of Foster's Disability. "Disability" means Foster's inability to perform Foster's essential job functions, with or without reasonable accommodation, due to her own physical or mental impairment for a period of more than 120 days, either consecutively or in aggregate within a period of 365 consecutive days, as determined by an independent physician selected by the Board and paid for by the College.

c. Termination With Cause: The Board shall have the right to terminate Foster immediately for Cause upon written notice to her of such determination, specifying the alleged Cause. Foster shall have 30 days following delivery of such notice to challenge the termination in accordance with Section X. Upon termination for Cause, Foster shall not be entitled to any further compensation or benefits under this Agreement, subject to any remedies which may be provided as a result of a challenge pursuant to Section X.

(1) Cause: As used in this Section IX, the term "Cause" relating to Foster shall mean the occurrence or existence of any of the following as determined fairly, reasonably, on an informed basis and in good faith by the Board: (1) willful misconduct, gross negligence or material dishonesty in the performance of her duties hereunder that harms the College; (2) continued failure substantially to perform the duties of the position (other than due to total incapacity due to physical or mental illness), after having received written notice of such deficiency(ies) from the Board or the Board's designee, and after failing to cure within thirty (30) calendar days; (3) any act of fraud, misappropriation, embezzlement or similar conduct; (4) any breach of fiduciary duty involving personal profit; (5) a plea of guilty to or conviction of, or plea of *nolo contendere,* to any felonyor crime (including, without limitation, any misdemeanor charge involving moral turpitude, false statements or misleading omissions, forgery, wrongful taking, embezzlement, extortion or bribery); (6) excessive and unexcused absenteeism from duties other than for documented illness; (7) any willful and material breach of any provision of this Agreement, which causes harm to the College; (8) any willful or deliberate violations of the Ethics Rules or any applicable College conduct policy, including but not limited to the Nepotism Policy, and The College of New Jersey Policy ProhibitingDiscrimination in the Workplace/Educational Environment and any other anti-discrimination or workplace harassment policies; or (9) any other conduct unbecoming a public employee in the State of New Jersey.

d. Termination Without Cause: If the Board should terminate Foster's employment as President without Cause, it shall provide Foster with at least sixty (60) days written notice, within which period Foster shall select option (a) or option (b) under section VII above and the College shall permit Foster an additional thirty (30) days to vacate and remove her personal property from the Home. If Foster elects option (a), she shall be entitled to receive Compensation and Benefits as set forth in that section. If Foster elects option (b), she shall be entitled to receive Compensation and Benefits as follows: (i) the final additional payment as described in section VI.b.; and (ii) health and prescription drug and dental insurance coverage for Foster, her spouse[1] and any eligible dependents under the New Jersey State Health Benefit Program or payment of the premiums (exclusive of the Medicare Part B premium and co-payments, deductibles and the like) or equivalent health and prescription drug and dental insurance benefits under another plan or policy for period of one year from the termination date. This obligation shall remain effective even if Foster obtains employment elsewhere except that the obligation for health and prescription drug and dental insurance shall terminate if the new employment provides substantially similar benefits and continuation by the College would not result in any additional material hospital, health, dental or medical benefit being provided without the payment to Foster of the value of such additional material benefit. For purposes of this Section IX (d), "material" means having a value of $500 per annum or greater.

e. Voluntary Resignation: Foster shall provide at least sixty (60) days written notice to the Board of intention on her part for a Voluntary Resignation as President. In the event Foster elects to voluntarily resign, she will forfeit rights to further Compensation and Benefits as President after the effective date of her resignation and the Board may elect to place her on leave with pay during all of any portion of this notice period. Further, if Foster tenders her resignation at the Board's request rather than the Board terminating her With Cause, such a resignation shall not be considered a Voluntary Resignation. Instead, for purposes of compensation and other benefits, Foster would have the same entitlement as she would have for a Termination With Cause.

IX. DISPUTE RESOLUTION. In the event of any disputes, controversy or claim arising out of or related to this Agreement or the breach thereof, or related to Foster's employment with the College, including the termination of Foster's employment, and including, without limitation, any claim for alleged discrimination, harassment or retaliation on the basis of any legally protected status, or any other statutory or common law claim, the Board, at its sole discretion, shall select whether resolution of the dispute shall be settled through arbitration or litigation. In the event of such a claim by Foster against the Board or the College, Foster shall notify the Board of Foster's intent to bring a claim, and the Board shall notify Foster of its selected dispute resolution process within 10 days of receipt of Foster's notice of intent. In the event the Board selects that the dispute shall be settled by arbitration, the parties agree that the arbitration shall be administered by the American Arbitration Association ("AAA") under its Employment Arbitration Rules and Mediation Procedures and that the arbitration shall be held in Mercer County, New Jersey. The College will pay the arbitrator's fee for the proceeding, as well as any room or other charges assessed by the AAA. As provided by the AAA Rules, the arbitrator shall have the authority to order such discovery as the arbitrator considers necessary to a full and fair exploration of the issues in dispute, consistent with the expedited nature of arbitration. The parties shall bear their own costs incurred during this discovery process, as well as during the arbitration. Each side shall pay its own legal fees for the arbitration, which the arbitrator shall not have the ability to otherwise apportion or assign unless pursuant to an applicable statute authorizing the award of attorney's fees to a prevailing party. Foster understands and agrees that should the Board select that the dispute shall be settled by arbitration, she is waiving her right to bring such claims to court, including the right to a jury trial. In the event the Board selects that the dispute shall be settled by litigation, the parties agree that the matter shall be filed in state or federal court located in Mercer County, New Jersey. In considering any dispute, whether venued in arbitration or in state or state or federal court, New Jersey law shall apply, and this Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey, including all issues pertaining to the limitations of actions.

X. **<u>SEVERABILITY.</u>** If any term or provision, or any portion thereof, of this Agreement, or the application shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application thereof of any provision to circumstances other than those as to which it is held invalid or unenforceable, shallnot be affected thereby, and each such remaining term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

XI. **<u>INTERPRETATION</u>.** This Agreement shall be interpreted to be consistent with and in conformance with applicable laws of the state of New Jersey law and shall be governed by and construed in accordance with the laws of the state of New Jersey without regard to conflict of law or choice of law principles. Each party accepts equal responsibility for the language herein. This Agreement shall be binding upon and enforceable by and against the parties, their respective heirs, executors, administrators, legal representatives, successors and assigns.

XII. **<u>NOTICE.</u>** All notices shall be in writing, sent by nationally recognized overnight mail or certified or registered mail, return receipt requested with a confirmation that the notice was properly transmitted and received, or hand delivered and receipted. The date of such notice shall be the date such notice is delivered or the date delivery is refused, as applicable. Until further notice is given of a change in address or addresses in accordance with this Section XIII, all notices shall be sent as follows:

If to Foster:

Dr. Kathryn A. Foster
110 Murphy Drive
Pennington, NJ 08534

If to the College:

Chair, Board of Trustees
The College of New Jersey
c/o Secretary to the Board, Office of the President
2000 Pennington Road
PO Box 7718
Ewing, NJ 08628-0718

XIII. **COUNTERPARTS.** This Agreement may be executed in counterparts, and by the parties on separate counterparts, each of which, when so executed, shall constitute but one of the same instrument. Signatures delivered by facsimile and by email shall be deemed to be an original signature for all purposes, including for purposes of applicable rules of evidence.

XIV. **COMPLETE AGREEMENT.** This Agreement constitutes the complete Agreement between the parties and incorporates all prior discussions, agreements and representations made in regard to the matters set forth herein. This Agreement shall not be amended, modified or otherwise changed except upon the mutual consent of Foster and the Board. Any such amendment, modification or change, to be effective, must be reduced in writing and signed by all parties to this Agreement.

This Agreement entered into as of the date set forth above by:

The College of New Jersey

By:

Rebecca A. Ostrov
Chair, Board of Trustees

Date: 3/1/22

Attest:

Heather M. Fehn,
Secretary, Board of Trustees

Date: 3/1/22

Kathryn A. Foster

Date: 4/1/2022