Sussex County
COMMUNITY COLLEGE

March 9, 2026

To: OAG <opra+request-88168-278184e9@requests.opramachine.com>

To Whom It May Concern:

This letter is in response to your Open Public Records Act (OPRA) request received on March 5, 2026, seeking records related to former President Jon Connolly's employment contract, amendments, and separation agreement.

Your request is granted. The requested documents are attached. Please note that when Dr. Connolly stepped down as President and moved to the faculty, there was no severance agreement. His employment was then governed by his full-time faculty contract.

Sincerely,
Wendy Fullem

Custodian of Records
Sussex County Community College

1 College Hill Road
Newton, NJ 07860
(973) 300-2100

PRESIDENT'S EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this 8th day of June, 2021, between the Board of Trustees of Sussex County Community College (the "Board") and Dr. Jon Connolly (the "President").

WITNESSETH

WHEREAS, the Sussex County Community College (the "College") is established pursuant to N.J.S.A. 18A:64A-3 as a public community college; and

WHEREAS, the Board, pursuant to its authority under N.J.S.A. 18A:64A-12, entered into a contract of employment with Dr. Jon Connolly dated September 25, 2018 as the President and Chief Executive Officer of the College (the "President") under the supervision and direction of the Board, and pursuant to the policies, procedures, and practices the Board adopted and modified from time to time, which agreement was due to expire on October 31, 2023; and

WHEREAS, the Board wishes to rescind the September 25, 2018 employment contract and replace said contract with this present contract of employment; and

WHEREAS, the President has agreed to continued employment as the College's President with the following terms and conditions of employment;

NOW THEREFORE, in consideration of the promises and the mutual agreements contained herein, the parties hereby agree as follows:

1. Employment. The College employs President and President accepts employment with the College, upon the terms and conditions set forth in this Employment Agreement ("Agreement") and the College's Employment Policies and Procedures for the Term of this Agreement.

2. Term. The Term of this Agreement shall be for a period of five (5) years starting on July 1 2021 and shall conclude on June 30, 2026 unless terminated earlier or extended pursuant by the parties as set forth herein. Consideration of the possible extension of or succession to the Agreement shall begin before October 31, 2024.

3. Position and Duties.

(a) President shall have the normal duties, responsibilities and authority regularly attributable to a President and CEO of a public New Jersey County College serving in such position including, but not limited to, the duties and responsibilities outlined in Exhibit A attached hereto and incorporated herein, subject to the power of the Board to expand or limit such duties, responsibilities and authority, either generally or in specific instances. The President's other duties shall be such as the Board may from time to time reasonably direct, including the normal duties as an officer of the College.

(b) The President shall report only to the Board during the Term. The President shall devote President's best efforts and full time and attention to the business and affairs of the College and shall not undertake consultative or other duties for hire without permission of the Board. When considering such requests, the Board will weigh the direct and indirect value that such consultative work would bring to the College. President shall perform President's duties and responsibilities to the best of his abilities in a diligent, trustworthy, professional, businesslike and efficient manner and shall administer the College in accordance with Board policy and all applicable laws and regulations of the State of New Jersey.

(c) The President shall serve as an ex-officio member of the Board without vote, in accordance with N.J.S.A. 18A:64A-8. President acknowledges and agrees that he shall act in conformance with all applicable federal and state statutes and regulations, including but not limited to, New Jersey's Open Public Meetings Act, as well as in conformance with all College polices.

4. Compensation and Benefits.

The College shall, during the Term of this Agreement, compensate the President as follows:

(a) Base Salary. The College agrees to pay the President a salary during the Term in installments consistent with the College's practices as may be in effect from time-to-time. The President's base salary, which was $172,000 annually ("Base Salary") as of June 30, 2017, shall be increased by two (2%) percent annually retroactive to July 1, 2018, and, shall therefore be retroactive increased to $175,440 as of July 1, 2018; and to $178,949 as of July 1, 2019, and to $182,528 as of July 1, 2020. As a result of these retroactive increases, on July 1, 2021 the College shall pay the President the sum of $20,915 (less normal withholding) as retroactive pay for those contract years. Beginning on July 1, 2021, the President's base salary shall be $186,179 and shall be increased by two (2%) percent on July 1, 2022; July 1, 2023; July 1, 2024; and July 1, 2025. Any per diem calculations to be made under the terms of this Agreement shall be based upon a two hundred and sixty (260) day work year.

Any increase in the President's base salary shall be determined at the annual review, per paragraph 5 and shall be effective July 1st of the financial year following the review.

(b) Performance Bonus. On June 30 of each contract year, the President shall be entitled to a performance bonus of $20,000 (less normal withholding) for that preceding year if, during that year, YOY credit hours increased by 3% or more when measured against the prior year.

(b) Standard Benefits Package. The President shall be entitled, during the Term of the Agreement, to participate in the College's Health Benefits Plan on the same basis and terms as other professional staff employees of the College. The College's "Health Benefits Package" means those benefits included in the New Jersey State Health Benefits Program presently available to the professional staff employees of the College, subject to any annually adjusted employee contribution amount as provided for in the State Health Benefits Program and as further determined by the Board from time to time.

(c) Paid Leave. During each year of employment, and subject to the limitations contained herein, the President shall be entitled to the following leave time. The President shall document the use of all paid leave time with the Director of Human Resources and the Chair of the Personnel Committee.

(1) Vacation. The President shall receive twenty-two (22) days annually, exclusive of Saturdays, Sundays and legal holidays to be used as vacation time. The President shall not take more than ten (10) vacation days consecutively without prior Board approval. The President is expected to attend to the College's business to ensure the smooth and efficient operation of the College. Accrued but unused vacation time may be carried over to the next succeeding year but must be used in that next year or those days are forfeited. Upon separation from service, the President shall be paid for all unused accumulated vacation days at the President's then-per diem rate of pay subject to any limitations set forth below.

The maximum payment that shall be made under this provision is limited to forty-four (44) days representative of a full year's allocation of twenty-two (22) vacation days plus an additional maximum of twenty-two (22) vacation days which have been carried over from the prior year. In the event of the death of the President, payment for unused accumulated vacation time as specified herein shall be paid to the President's estate or beneficiaries.

(2) Sick Leave. The President shall receive twelve (12) days annually to be used in the case of personal illness. Unused sick leave may accumulate for use in subsequent years. Upon retirement from the State administered retirement system, payment for accumulated but unused sick time shall be made to the President, at the President's per diem rate as is calculated by the College for all other employees, up to a maximum of fifteen thousand dollars ($15,000.00.). Accumulated unused sick leave compensation shall not be paid to the President's estate or beneficiaries in the case of the President's death.

(3) Personal Leave. The President shall receive three (3) non-accumulative days annually to be used for personal business that cannot be attended to outside of regular business hours.

(c) Pension. The President is required to participate in the Alternate Benefit Program to the same extent as other full-time professional employees. The President's required employee contribution through salary withholding is presently 8.0% of annual Base Salary. The College shall contribute 8.0% of the President's annual Base Salary up to the annual statutory maximum, directly to the plan. The amount of the contribution to be made pursuant to this paragraph shall be adjusted during the Term of this Agreement in accordance with any changes made by the Division of Pension and Benefits.

(d) Indemnification. In the event that a civil or administrative action has been brought against the President of the College for any act or omission arising out of and in the course of performing his assigned duties as President, the College shall defray all costs of defending such action, including actual and reasonable attorney fees and expenses, together with costs of appeal, if any, and shall save harmless and protect the President from any financial loss resulting therefrom. The College may arrange for and maintain appropriate insurance to indemnify and cover all such damages, losses and expenses.

(e) Personal Vehicle. The President shall be solely responsible for all operational costs of his personal vehicle utilized for College business subject to the monthly car allowance and reimbursement set forth in Paragraph 4(k)(2) of this Agreement.

(g) Provision of Equipment. The College will provide the President with a cellular phone and data plan, a laptop computer and related equipment to ensure he is able to efficiently execute his duties. These devices and associated equipment are for business related purposes; however, incidental personal usage is permitted. All devices and equipment shall remain the property of the Board and shall be updated and maintained by the College as necessary. This equipment shall be immediately returned to the Board upon the termination of the President's service for any reason. The President acknowledges that information and data contained in any equipment provided by the College may constitute a "public record" under New Jersey's Open Public Record Act ("OPRA"), N.J.S.A. 47:1A-1 et seq. and, as such, may be subject to disclosure pursuant to a valid OPRA request. President agrees that he shall immediately return such equipment to the College's OPRA custodian(s) upon their request in order to fulfill any valid OPRA request in accordance with the statute.

(h) Professional and Subscription Fees. The President shall submit, within the proposed annual budget for the College, a line item for Professional and Subscription services as are directly related to his duties herein on an annual basis for approval by the Board.

(i) Discretionary Fund. On an annual basis, and through the College's annual budget process, the College shall set aside the amount of Thirty-Thousand Dollars ($30,000) to be utilized by the President, at his discretion, to supplement or otherwise fund expenses incurred by, or which may be incurred by, any student, faculty, or staff member related to College-related matters. By way of example, but not limitation, such funds may be used to assist a student or faculty member defray the cost of a conference or project which shall benefit the student's education or faculty member's instructional acuity. The President shall be responsible for keeping a detailed accounting of such expenditures which shall be available to the Board upon request. At no time shall such funds be used by the President for any of his own personal reasons. To the extent that any monies from the Discretionary Fund are not distributed within the year, said monies shall not be carried over to the following year.

(j) Expenses. The College shall reimburse the President or otherwise provide or pay for all reasonable expenses incurred by the President in furtherance of, or in connection with, the business of the College, including, but not by way of limitation, educational seminars, industry conventions, travel, by means other than President's own personal vehicle as limited by the terms of this Agreement, lodging and meal expenses. The President will be required to submit receipts and documentation for any expenses to be reimbursed in accordance with the College's regular accounting procedures and as specified by the College's Chief Financial Officer. The President shall submit within the proposed annual budget for the College, a line item for expected expenses, including reasonable entertainment expenses, for approval by the Board. Once the annual budget is approved, President shall submit a monthly expense report for review by the Board. The President shall not be entitled to reimbursement of any amounts in excess of those specified in the approved annual budget without obtaining prior approval from the Board.

(k) Allowances. In addition to all other payments specified in this Agreement, the President shall receive:

(1) Housing. The Board requires, and the President agrees, that President shall maintain continuous residency, and permanent domicile, within the geographical boundaries of Sussex County unless otherwise authorized by resolution of the Board. The President shall receive a monthly housing allowance in the amount of $1,500 for each month that the President remains employed by the College and domiciled within Sussex County.

(2) Auto. President shall receive a monthly car allowance in the amount of $750.00 for each month of the Term of this Agreement in which the President is employed. President shall not be entitled to any mileage reimbursement incurred while attending to College business within Sussex County. In the event that the President is required to attend to College business at a location outside of Sussex County, he shall be entitled to mileage reimbursement subject to the College's practices and procedures and the submission of appropriate documentation supporting such reimbursement.

(l) The President is responsible for the payment of any taxes associated with the receipt of any taxable amounts under this Agreement.

5. Review, Renewal, and Termination.

(a) The President shall be reviewed annually by the Board in accordance with Section 7 of this Agreement. The review shall be completed no later than June 15th of each year during the Term of the Agreement.

(b) Renewal. Prior to the end of the Term of this Agreement, unless earlier terminated pursuant to Paragraph 5(e) below, the parties may enter into negotiations for a successor contract or an extension or renewal of this Agreement. Consideration or negotiations for a successor contract shall begin before October 31, 2024, per paragraph 2. The Board shall notify the President no later than One Hundred and Eighty (180) days prior to the end of the Term of this Agreement of its intent to renew or terminate this Agreement. If no extension or renewal of this Agreement, and no successor Agreement, has been agreed to by the parties by January 31, 2026, the President's employment shall terminate on June 30, 2026 unless otherwise extended by a resolution passed at an Open Public Meeting.

(c) No provision of this Agreement shall be construed as prohibiting the parties from entering into negotiations for a new and/or separate employment agreement at any time.

(d) Notice. In the event that the President determines that he must terminate his employment prior to the end of the Term of this Agreement, he shall provide the College, through the Board Chair, with written notice of his intention to resign his position no later than one hundred and twenty (120) days prior to his intended departure.

(1) In the event that the President fails to provide adequate notice of his intent to terminate employment pursuant to this section, he shall forfeit any supplemental payments or notice period payments which may be due him under this Agreement.

(e) Notwithstanding anything to the contrary herein, this Agreement shall terminate upon any of the following events:

(1) President's death or incapacity;
(2) Termination for Cause upon sixty (60) days' notice;
(3) Separation by Mutual Agreement; or
(4) Resignation.

6. Post-Employment Payments.

(a) At the conclusion of the Term of this Agreement President shall cease to have any rights to salary, expense reimbursements or other benefits, except that President shall be entitled to: (i) any Base Salary which has accrued but remains unpaid, any reimbursable expenses which have been incurred but are unpaid, and any accrued but unused vacation days, and/or sick days upon retirement as set forth herein; (ii) any plan benefits which by their terms extend beyond termination of President's employment (but only to the extent provided in any benefit plan in which President has participated as the President of the College); (iii) any pension benefits to which President is entitled under state law; and (iv) any Severance Pay to which the President may be entitled as set forth in subparagraph 6(c) under the specific and limited circumstance set forth therein.

(b) Resignation. In the event that the President tenders his resignation prior to the expiration of the Term of this Agreement, all rights and obligations under this Agreement shall cease at midnight on the effective date of the resignation. Nothing herein shall be construed as to limit the Board's authority and sole discretion to place the President on paid administrative leave prior to the effective date for the remainder of the notice period set forth in his resignation notice.

(c) Severance Pay. In the event that the President's employment terminates pursuant to paragraph 5(e)(3) above, in addition to the payments set forth in Paragraph 6(a) above, the President will be entitled to fifty two (52) weeks of Base Salary at his then-per diem rate, less applicable withholding of federal and state deductions, but excluding any pension payment(s), as "Severance Pay" as follows:

(1) Payments shall be made to the President on a bi-weekly basis, in accordance with the College's normal payroll practices, until the earlier of the President's attainment of employment offering a compensation package equal to or greater than the Base Salary set forth in Paragraph 4(a) above or the conclusion of the fifty-two week period.

(2) In the event the President secures employment with a compensation package of lesser value than the Base Salary at set forth in Paragraph 4(a) above, the College shall continue to pay President Severance Pay, less his new per-diem rate, to be calculated on a 260-day basis, for the remainder of the fifty-two (52) week period or until such time as the President leaves his new employment, whichever comes first.

(i) The President shall be responsible for informing the Chief Financial Officer and Chair of the Board of Trustees of his subsequent employment and compensation and hereby consents and agrees to the College's verification of the information with his new employer.

(3) In addition to the foregoing, the College shall reimburse the President for 100% for the cost of his COBRA benefits at the single-coverage level for a maximum of six (6) months from the date of the termination of this Agreement. In the event that the President secures any employment wherein he is eligible for health care coverage prior to the expiration of the six (6) month period, the College's obligation to reimburse the President shall cease at the later of the date of the President's new employment or the date upon which he becomes eligible for coverage. In no event shall the College's obligation to reimburse the President for COBRA extend more than six (6) months from the date of the termination of his employment with the College.

(d) In the event that President seeks unemployment insurance from the State, the amount of the Severance Pay shall be disclosed as required.

(e) The President shall not be entitled to Severance Pay for any other reason than the specific instance herein and the Board's obligation to make such payment is limited to this provision.

(f) Release. Notwithstanding anything herein to the contrary, the College shall not be obligated to make any Severance Payment unless: (i) President executes a release of all President's current or future, known or unknown, claims arising on or before the date of the release (excepting claims under subparagraphs 6(a) and 6(c) hereof and any other claims which are not subject to waiver or release under law) arising out of President's employment by the College, against the College, its subsidiaries, trustees, directors, officers, agents and employees; and (ii) President does not revoke such release during any applicable revocation period.

7. Performance Review.

(a) The Board shall evaluate the performance of the President at least once a year on or before June 30th. Prior to finalization, a draft copy of the evaluation shall be provided to the President, and the President and the Board shall meet to discuss the findings. The evaluations shall be based upon the criteria adopted by the Board, upon mutually agreed upon goals and objectives, and upon fulfillment of the responsibilities of the President as set forth in the job description for the position of President. The Board shall create an instrument to be used in the evaluation process.

In the event that the Board determines that the performance of the President is unsatisfactory in any respect, it shall describe in writing, and in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The President shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the evaluation in question and will be included in the President's personnel file.

On or before June 1st of each year of this Employment Contract, the President and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

The final draft of the annual evaluation shall be adopted by the Board on or before June 30th.

9. Definitions.

(a) "Termination For Cause" means the termination of President's employment with the College as a result of: (i) the commission by President of a crime or fraud or any offense that would be a disqualifying offense pursuant to N.J.S.A. 18A:6-7.1; (ii) conduct by the President that brings the College into public disgrace or disrepute; (iii) gross negligence or gross misconduct by President with respect to the College; (iv) President's abandonment of or refusal to perform President's duties with the College; (v) President's insubordination or failure to follow the reasonable directions of the Board, within their/its proper role of policy governance, which is not remedied within thirty days after a personally delivered hard-copy notification to President; (vi) President's intentional breach of an employment policy of the College, which is not remedied within thirty days after a personally delivered hard-copy notification to President; or (vii) any other material breach by President of this Agreement which is not remedied within thirty days after a personally delivered hard-copy notification to President. The College at its sole discretion may remove the President immediately from his position under this provision and pay to the President sixty (60) days salary in lieu of the notice set forth in Paragraph 5(e)(2). For purposes of this agreement, "remedied" means that the matter has been properly closed or is in the demonstrable process of being remedied.

(b) "Separation by Mutual Agreement" means an agreement between the President and a majority of the Board that the continuance of the employment relationship between the parties will have a detrimental effect upon, or will not be in the best interest of, the College.

(c) "Resignation" means the President's written notification of his intent to resign his position as President or otherwise terminate his employment with the College.

(d) "Base Salary" means the amount set forth in paragraph 4(a) and excludes all other compensation and benefits set forth in this Agreement.

9. Withholding of Taxes. The College will withhold from the amounts payable under this Agreement all federal, state, city or other taxes as the College may be required to withhold pursuant to any applicable law, regulation or ruling.

10. Counsel. The parties each represent that prior to the execution of this Agreement they have had a full opportunity to have this Agreement reviewed by legal counsel of their choosing. The Board and the President agree that each party shall be responsible for its/his own legal fees incurred in the review, revision and any further negotiation of this Agreement.

11. Notices. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, sent by a reputable overnight carrier or mailed by first class mail, return receipt requested, to the recipient at the address below indicated:

Notices to President:
Dr. Jon Connolly, President
Sussex County Community College
One College Hill Road
Newton, New Jersey 07860

Notices to College:
Chairperson, SCCC Board of Trustees
Sussex County Community College
One College Hill Road
Newton, New Jersey 07860

or such other addresses or to the attention of such other persons as the recipient party shall have specified by prior written notice to the sending party. Any notice under this Agreement will be deemed to have been given when delivered. In cases where notification time is crucial to meet a deadline as set forth in this Agreement, the verified date of mailing shall be used rather than the date of delivery. In cases where the remedy deadline is crucial, the date of delivery shall be used rather than the date of mailing.

12. Severability. Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event that any provision of this Agreement is held to be invalid or unenforceable in any respect,

such invalidity or unenforceability shall not affect any other provision. Rather, this Agreement shall be reformed, construed and enforced as if such invalid or unenforceable provision had never been contained herein.

13. Complete Agreement. This Agreement embodies the complete agreement and understanding between the parties with respect to the subject matter hereof. The Agreement is effective as of the date hereof and supersedes any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way. This Agreement shall not be deemed to be drafted by either party and any ambiguity herein shall not be construed against any party.

14. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and both of which taken together shall constitute one and the same agreement.

15. Successors and Assigns. This Agreement shall bind and inure to the benefit of and be enforceable by President, his heirs, executors, or administrator(s) to the extent that such individual(s) may lay claim to any payments due and owing to the President at the cessation of his services. The Agreement shall bind and inure to the benefit of and be enforceable by the College and any successor organization to the College, provided such transferee or successor assumes the liabilities of the College hereunder.

16. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the internal, substantive laws of the State of New Jersey. President agrees that the state courts located in the State of New Jersey, in the County of Sussex shall have jurisdiction in any action, suit or proceeding against or by the President based on or arising out of this Agreement and President hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against President; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process.

17. Amendment. The provisions of this Agreement may be amended only with the prior written agreement of the Board and President, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

18. Operation of Agreement. This Agreement is not binding, effective or operative (and neither party will have any obligation hereunder) until the date on which the Agreement is approved by the Board of Trustees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SUSSEX COUNTY COMMUNITY COLLEGE:

Jon Connolly
President, Sussex County Community College

Date: 6/8/21

William Curcio
Chair of the Board of Trustees
Sussex County Community College

Date: 7/27/2021

Beth Muller

From:	Wendy Fullem
Sent:	Thursday, August 12, 2021 1:31 PM
To:	Beth Muller
Cc:	Jon Connolly
Subject:	FW: Electronic Signature for Dr. Connolly's Contract
Attachments:	Final Signed President's Contract - V. 3.0.pdf

Beth,

Attached is Dr. Connolly's contract, with his signature as well as Bill Curcio's. I dated the signature 7/27/2021 because that is the date of Board approval. Please include a copy of this email with the contract to show that electronic signature was permitted.

Regards,
Wendy

From: William Curcio <wcurcio@sussex.edu>
Sent: Tuesday, August 10, 2021 6:14 PM
To: Wendy Fullem <wfullem@sussex.edu>
Subject: RE: Electronic Signature for Dr. Connolly's Contract

Wendy
You have my permission to sign President Jon Connolly's new contract electronically.
Thank you
Bill

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Wendy Fullem <wfullem@sussex.edu>
Date: 8/10/21 5:30 PM (GMT-05:00)
To: William Curcio <wcurcio@sussex.edu>
Subject: Electronic Signature for Dr. Connolly's Contract

Bill,

As per our conversation, I am writing to confirm your permission to place your signature electronically on Dr. Connolly's new contract.

Regards,
Wendy

Wendy Fullem
Executive Assistant to the President and Board of Trustees

Custodian of Public Records
Adjunct Faculty, Music
Sussex County Community College
1 College Hill Road
Newton, NJ 07860
T. (973) 300-2120
F. (973) 579-9351
wfullem@sussex.edu
Take a tour of our campus

VOLUNTARY RESIGNATION & GENERAL RELEASE AGREEMENT

This Agreement ("Agreement"), dated the 27th day of March, 2025, is made by and between Jon Connolly ("Employee") and the Sussex County Community College ("College") located at One College Hill Rd., Newton, New Jersey 07860.

WITNESSETH:

WHEREAS, Employee was hired by the College as the President and Chief Executive Officer of the College pursuant to a Contract of Employment dated June 8, 2021, which was amended on April 28, 2022; and

WHEREAS, on January 17, 2025, the Employee and the College entered into a Confidential Separation Agreement & General Release of All Claims, which rescinded and replaced the June 8, 2021 Contract and the April 28, 2022 Amendment (the "January 17, 2025 Agreement"); and

WHEREAS, the January 17, 2025 Agreement accepted the Employee's resignation as President and Chief Executive Officer of the College and terminated the Employee's employment as President and Chief Executive Officer and terminated the Employee's Contract of Employment and amendments thereto, and appointing the Employee to the Faculty Rank of Associate Professor jointly in academic programs and environmental, horticultural, and biological science receiving the salary and benefits of a faculty member; and

WHEREAS, both the Employee and the College wish to mutually terminate the January 17, 2025 Agreement and for the Employee to resign as a tenured faculty member from the College; and

WHEREAS, the Employee and the College wish to set forth certain understandings in this Agreement with respect to the Employee's separation from the College.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Last Date of Employment**. Employee's last day of employment with the College shall be March 27, 2025.

2. **Consideration**. In consideration of the terms and conditions contained herein, the College agrees as follows:

a. The College shall pay the Employee fifty-two (52) weeks of Base Salary, less applicable withholding of federal and state deductions, paid out over 52 weeks on a semi-monthly basis in accordance with the College's normal payroll practices (hereinafter "Severance Pay"). The Base Salary shall be the Employee's base salary as of July 1, 2024, or $193,700.64.

b. In the event the Employee secures employment with compensation of a lesser value than the Base Salary, the College shall continue to pay the Employee less his new per-diem rate, to be calculated on a 260-day basis, for the remainder of the fifty-two (52) week period or until such time as the Employee leaves his new employment, whichever comes first. The Employee shall be responsible for informing the Chief Financial Officer and Chair of the Board of Trustees of his subsequent employment and compensation and hereby consents and agrees to the College's verification of the information with his new employer.

c. The College shall reimburse the Employee for 100% for the cost of his COBRA benefits at the single-coverage level for a maximum of six (6) months from the Effective Date. In the event the Employee secures any employment wherein his is eligible for health care coverage prior to the expiration of the six (6) month period, the College's obligation to reimburse the Employee shall cease at the later of the date of the Employee's new employment or the date upon which he becomes eligible for coverage. In no event shall the College's obligation to reimburse the Employee for COBRA extend more than six (6) months from the Effective Date. Employee may elect to continue COBRA benefits beyond six (6) months as permitted by law at his own cost.

d. In the event the Employee seeks unemployment insurance from the State, existence of this Agreement and the amount of the Severance Pay shall be disclosed as required.

3. Release.

a. In consideration for the promises and obligations contained herein, Except for claims relating to the enforcement of this Agreement, Employee hereby releases and forever discharges the Employer and its former and current representatives, employees, officers, directors, administrators, wardens, trustees, attorneys, elected officials, commissioners, freeholders, agents, successors and assigns, heirs, beneficiaries, executors, and administrators ("Releasees") from any and all manner of action and actions, cause and causes of action, suits, claims, grievances, debts, sums of money, wages, compensation, bills, claims for attorneys' fees, interest, expenses and costs, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands of any nature whatsoever known or unknown, suspected or unsuspected, vested or contingent, which Employee ever had or now has against the Releasees arising out of his employment relationship with the Employer up to the date of execution of this Agreement which were asserted or could have been asserted by the Employee under any state or federal statute, constitution, ordinance, contract or the common law, including, but not limited to, all claims under: the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 6, et seq. ("ADEA"); Title VII of the Civil Rights Act of 1964, as amended 42 U.S.C. §§ 2000e, et seq., ("Title VII"); the Reconstruction Era Civil Rights Act, as amended, 42 U.S.C. §§ 1981, § 1983, et seq. ("Civil Rights Act"); the Civil Rights Act of 1991, as amended, 42 U.S.C. § 1981a, et seq. ("CRA of 1991"); the Americans with Disabilities Act, 42 U.S.C. §§ 12101, et seq. ("ADA"); the Family and Medical Leave Act, 29 U.S.C. §§ 2601, et seq. ("FMLA"); the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. ("FLSA"); the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, et seq. ("ERISA"); the Equal Pay Act, 29 U.S.C. § 201, et seq., (EPA"); the Rehabilitation Act, 29 U.S.C. §§ 701, et seq. ("RA"); the Pregnancy Discrimination Act, 42 U.S.C. §§ 2000, et seq. ("PDA"); the Whistleblower Protection Statutes, 10 U.S.C. § 2409, 12 U.S.C. § 1831j, 31 U.S.C. § 5328, 41 U.S.C. § 265, (collectively as "WPS"); the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq.; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. ("LAD"), the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et seq. ("FLA"); the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq. ("CEPA"); New Jersey Worker Freedom from Intimidation Act, N.J.S.A. 34:19-9 et seq.; the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a, et seq. ("WHL"); the New Jersey SAFE Act, N.J.S.A. 34:11C-1, et seq.; the New Jersey Discrimination in Wages Law, N.J.S.A. 34:11-56.1, et seq. ("DWL"); and the New Jersey Wage Payment Law, N.J.S.A. 34:11-4.1, et seq. ("WPL); the New Jersey Opportunity to Compete Act, N.J.S.A. 34:6B-11, et seq.; New Jersey's public employment laws, including but not limited to, Titles 11A and 40A of the New Jersey Statutes and Title 4A of the New Jersey Administrative Code relating to the Civil Service Act; and all express or implied contracts between Employee and the Employer, including any collective negotiations agreement; and the common law doctrines, including any alleged tortious or defamatory conduct; and/or any and all other federal, state or local statutes, laws, rules, ordinances, policies and constitutions.

b. Employee expressly understands and acknowledges that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. Employee expressly accepts and assumes the risk of such unknown or underestimated losses or claims and acknowledges and agrees that the benefits to be provided to his pursuant to this Agreement fully compensate him for such risks.

c. Employee expressly understands that he is not to communicate with any current member of the Board of Trustees regarding College business for a period of one year. However, the College President may, at his discretion, mutually agree with the Employee to shorten this time period to 6 months. The Employee shall not communicate with staff and faculty regarding College business during College working hours.

d. Employee affirms that Employee has not filed, caused to be filed, or presently is a party to any claim against the College. The Employee affirms that, except as set forth herein, Employee has been paid or received all compensation, wages, bonuses, commissions, and/or benefits to which Employee may be entitled. Employee further affirms that Employee has no known workplace injuries or occupational diseases. Employee also affirms that Employee has not divulged any proprietary or confidential information of College and will continue to maintain the confidentiality of such information consistent with College's policies and Employee's agreement(s) with College and/or common law.

e. Employee and College is/are not waiving any rights each party may have to: (i) benefits and/or the right to seek benefits under unemployment compensation statutes; (ii) pursue claims which by law cannot be waived by signing this Agreement; and (iii) enforce this Agreement.

4. **Return of Property**. Employee represents and warrants that he has turned over to the Employer all of its property, including without limitation all badges, equipment, keys, pass cards, identification, files, memoranda, laptops, data, records, and other documents, including electronically recorded documents and data that he received from the College or its employees or that he generated in the course of his relationship with the College. Employee further represents and warrants that he has disclosed to the Employer all computer and other passwords, codes, or any other mechanism to which he has or had access while employed by the College. Employee promises not to access or attempt to access the College's computer systems or software or facilities, nor will he provide information to any other person or entity that will allow that party unauthorized access to the College's computer systems or software or facilities.

5. **Employment Inquiries**. The College agrees to respond to all inquiries for information concerning Employee's employment with a confirmation of dates of employment and positions held.

6. **Authority**. This Agreement is subject to approval by the College's Board of Trustees. If approved, the Chairperson of the Board is fully authorized to execute this Agreement on behalf of the College. All employment inquiries need to be directly sent to the President.

7. **Confidentiality**. The Employee and the College agree that this Agreement, its terms, and the matters discussed in negotiating its terms are confidential, to the extent permitted by law. Neither party may directly or indirectly divulge, discuss, publicize, disclose or in any way communicate the fact of this Agreement or the terms of this Agreement, the discussion or circumstances surrounding the negotiation or execution of this Agreement or the facts and circumstances leading to your separation to anyone except the State of New Jersey or its agencies

and the Federal Government and its agencies, without the express written authorization by an authorized representative of the other party, unless compelled to do so pursuant to law. The foregoing confidentiality obligations shall not apply to disclosure by you to your immediate family, union, legal representatives and/or tax advisors, provided you first instruct them, and secure their agreement, to keep all such information in strict confidence. Notwithstanding the foregoing, nothing in this paragraph shall preclude or prevent the College from complying with its obligations under the New Jersey Open Public Records Act or the common law.

8. **Mutual Non-Disparagement.** The parties agree not to disparage, malign, or condemn, or make or solicit any comments, statements, or the like to the media, the public or to others that may be considered defamatory.

9. **Indemnification**. The indemnification provided for in the Contract of Employment dated June 8, 2021, at Paragraph 4(d) shall survive and is incorporated herein by reference. In the event that a civil or administrative action has been brought against the Employee for any act or omission arising out of an in the course of performing his assigned duties while President, the College shall defray all costs of defending such action, including actual and reasonable attorney fees and expenses, together with costs of appeal, if any, and shall save harmless and protect the Employee from any financial loss resulting therefrom to the extent permitted by law. The College may arrange for and maintain appropriate insurance to indemnify and cover all such damages, losses and expenses. The College shall not and does not indemnify any conduct of the Employee which was engaged in by him outside the scope of his duties and responsibilities of his position as President and Chief Executive Officer of the College, nor does the College indemnify the Employee for any conduct which is determined to be in violation of the policies and procedures of the College, and/or in violation of State and Federal law.

10. **Review and Revocation Period**. Pursuant to the Older Workers Benefit Protection Act, Employee has twenty-one (21) calendar days from delivery hereof to consider this Agreement. Employee may accept this Agreement before expiration of the twenty-one (21) days, in which case the Employee shall waive the remainder of the consideration period. Employee has a period of seven (7) calendar days after delivering the executed Agreement to revoke acceptance of the Agreement. To revoke, the Employee must deliver timely written notice revoking his acceptance of this Agreement to the attention of Corey Homer, Interim President, One College Hill Rd., Newton, New Jersey 07860. This Agreement shall become effective on the eighth (8th) day after delivery of this executed Agreement by the parties, provided that the Employee has not revoked acceptance or rescinded the Agreement (the "Effective Date").

11. **No Admissions**. This Agreement is entered into solely for the purpose of resolving disputed claims, and neither the execution, delivery, nor performance of this Agreement shall constitute or be construed at any time or for any purpose to be an admission of fact or liability by any of the parties; and the parties further agree that this Agreement and Release shall not be used as evidence in any judicial, administrative, or quasi-judicial proceeding, except to enforce the terms of this Agreement.

12. **Entire Agreement/Severability/Not Construed Against Drafter.** This Agreement constitutes the entire understanding between the parties as it relates to the subject matter of this Agreement and supersedes all other representations, statements, and understandings or agreements pertaining to such subject matter. The provisions of this Agreement are severable, and if any provision of it is found to be unlawful or unenforceable, it shall be deemed narrowed to the extent required to make it lawful and enforceable. If any portion of the Agreement is held invalid by operation of law, the remaining terms of the Agreement shall not be affected. The Agreement was negotiated at arms-length and shall not be construed against its drafter as each party participated equally in its drafting.

13. **Voluntary and Knowing Agreement.** Employee acknowledges that he has executed this Agreement after being given the opportunity to consult with legal counsel and his union representative, after considering the terms of the Agreement, and further acknowledges that he has read this Agreement in its entirety, understands all of the terms and freely, voluntarily and knowingly, without duress or coercion, assents to all the terms and conditions contained herein. Employee further acknowledges that he conferred with his union representative before signing and is fully satisfied with his union representation.

14. **Law Governing**. This Agreement shall be governed by the laws of New Jersey. Venue shall reside in Sussex County New Jersey.

15. **Counterparts**. This Agreement may be executed in counterparts, each of which is an original, including scanned copies or those transmitted by facsimile, and all of which together evidence the same agreement, each of which constitute one and the same.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year set forth above.

EMPLOYEE:

Jon Connolly

Dated: 3/27/25

SUSSEX COUNTY COMMUNITY COLLEGE

Herb Yardley, Chairman
Board of Trustees

Dated: 3/27/25

Amendment to Employment Agreement

Dr. Connolly's Employment Contract, dated June 8, 2021, is hereby amended to additionally appoint him to the concurrent faculty rank of Associate Professor *jointly in Academic Programs in Environmental, Horticultural, and Biological Science*; (with no additional compensation).

SUSSEX COUNTY COMMUNITY COLLEGE

4/26/22

Jon Connolly
President, Sussex County Community College

Date: 4/28/2022

Tyler Morgus
Chair of the Board of Trustees
Sussex County Community College

SUSSEX COUNTY COMMUNITY COLLEGE
One College Hill Road, Newton, New Jersey 07860

TENURED FACULTY EMPLOYMENT CONTRACT

This offer of employment, when properly executed and signed by the parties concerned, will constitute a binding agreement by and between Sussex County Community College, hereinafter called the College, and **Jon Connolly,** hereinafter called "Employee".

The College this **20th day of January 2025** hereby employs the Employee to fill the full-time position of **Associate Professor of Biology** for the term effective **January 20, 2025 through June 30, 2025** with a work year commencing **January 20, 2025 ending May 16, 2025.**

1. The annualized salary for the above-named position will be **$82,649.04.**

2. The Employee agrees to devote his/her full time attention to faithfully perform to the best of his/her ability the duties of said position as set out in the applicable position description included in the Faculty Handbook, as well as other responsibilities which normally adhere in said position or which, from time to time, shall be assigned to the Employee by the College.

3. The Employee understands and agrees that his/her employment with the College is subject to the policies and procedures of the College as set out in the Employee Policy and Procedure Manual, the Faculty Handbook, or as otherwise published or distributed by the College. This contract also is subject to any agreements currently negotiated or as may be negotiated by and between the College and the Sussex County College Federation, Local 4780 during the contract period herein stated.

4. The Employee shall notify the Administrator to whom he/she reports and the President of the College in writing before engaging in any outside employment, consulting, or other work for which the Employee does or will receive compensation during the term of this contract in accordance with the Faculty Handbook. This provision also applies in the event the Employee has a financial or other ownership interest in any business enterprise (other than ownership of less than 4% of the outstanding shares of a publicly traded corporation) where the Employee will spend any time performing activities associated with said business during the term of this contract. Such outside work or business activities and their attendant responsibilities may not interfere with the Employee's full time duties with the College and may not be of such character as to adversely affect the reputation, prestige or integrity of the College.

5. The following special conditions will be applicable: the Employee shall be entitled to the following College benefits: medical and prescription insurance, disability insurance, dental insurance, SUI/DUI; FICA and professional development. Such compensation and benefits shall be available to the Employee over a full twelve month period provided that Employee completes the full term of this contract.

	February 19, 2025
President	Date

Acceptance

Tenured faculty shall reply to the notice via SCCC email, confirming acceptance to appointment.

SUSSEX COUNTY COMMUNITY COLLEGE IS AN EQUAL OPPORTUNITY EMPLOYER

Amendment to Employment Agreement

Dr. Connolly's Employment Contract, dated June 8, 2021, is hereby amended to additionally appoint him to the concurrent faculty rank of Associate Professor *jointly in Academic Programs in Environmental, Horticultural, and Biological Science*; (with no additional compensation).

SUSSEX COUNTY COMMUNITY COLLEGE

4/26/22

Jon Connolly
President, Sussex County Community College

Date: 4/28/2022

Tyler Morgus
Chair of the Board of Trustees
Sussex County Community College