

KEAN UNIVERSITY

Employment and Compensation Agreement

THIS EMPLOYMENT AND COMPENSATION AGREEMENT ("Agreement") made this 29th of June 2020 of by and between the Board of Trustees of Kean University, or its successor, (hereinafter "University") and Dr. Lamont Repollet ("Dr. Repollet" or "President"), shall be effective on July 1, 2020.

WITNESSETH:

WHEREAS, the Board of Trustees of the University has appointed Dr. Repollet as its President for a five-year term commencing July 1, 2020; and

WHEREAS, the Board of Trustees of the University desires to enter into a compensation Agreement with Dr. Repollet to embody the terms of this appointment;

NOW, THEREFORE, in consideration of the covenants and promises herein contained and for other good and valuable consideration, and intending to be legally bound hereby, the University and Dr. Repollet covenant and agree as follows:

I. EMPLOYMENT. Pursuant to the terms and conditions of the Agreement, the University agrees to employ Dr. Repollet as its president and Dr. Repollet agrees to serve as the president of the University and to render services to the University as set forth herein.

II. DUTIES. Pursuant to N.J.S.A. 18A:64-6, the President shall be the Chief Executive Officer of the University and an ex-officio member of the Board of Trustees ("the Board") without vote, and have charge of the administration of the University under the policies and procedures of the Board.

A. Consistent with N.J.S.A. 18A:64-8, the President shall be responsible to the Board and shall have such powers as shall be requisite for the executive management and conduct of the University in all departments, branches and divisions and for the execution and enforcement of the By-laws, rules, regulations, and orders governing the management, conduct and administration of the University.

B. Consistent with N.J.S.A. 18A:64-6(h), the President shall nominate to the Board, those officers and staff named therein. The President shall also nominate to the Board for appointment, removal, promotion, or transfer, such other officers, agents or employees as may be required for carrying out the purposes of the University and assign their duties, determine their salaries and prescribe the qualifications for all positions as required by law.

C. The President, as necessary, will engage in a variety of other activities consistent with those customarily performed by presidents of New Jersey state

universities in size and type to the University and consistent with the direction of the Board. Those duties shall include, but are not limited to, fundraising, development, public and faculty relations, educational leadership, budgeting, long-range planning, student services, recruitment of personnel, appointment, promotion, and dismissal of all faculty and staff members (subject to N.J.S.A. 18A:64-6(h)), and control and supervision of all buildings, grounds, equipment and expenditures. The President shall perform all duties required or permitted by law, the provisions of this Agreement, and all other duties incident to the Office of the President as may be agreed upon in writing by the Board and the President.

D. The President shall devote his entire working time, attention, energy, skill and best efforts to the Office of President of the University. Notwithstanding the foregoing, the President may serve on outside boards of trustees or directors of for-profit and non-profit organizations nationally and internationally. The President shall seek the prior approval of the Chair of the Board before agreeing to serve on the board of directors of any for-profit corporation. The expenditure of reasonable amounts of time for this board service and for any other charitable, civic, or professional outside activities shall not be deemed a breach of this Agreement, provided such activities do not interfere or conflict with the President's duties and responsibilities to the University under this Agreement. Any income or other compensation earned by the President in connection with board service or other outside activities shall be paid to and retained by the President and reported in accordance with applicable law and established state and University policies and procedures. Such income or compensation shall have no effect on the amount of salary, benefits, or other compensation to which the President may be entitled under this Agreement or any pension plan.

E. The President acknowledges that he owes to the University a duty of loyalty that includes, but is not limited to: a duty while employed to keep the University fully informed of all relevant information; a duty not to divulge or release confidential information as set forth in Article IX below; a duty not to compete with the University while employed by the University; and a duty while employed not to disparage the University.

F. Consistent with N.J.S.A. 18A:60-9, the President is granted concurrent appointment to the faculty at the rank of full professor of Educational Leadership in the Nathan Weiss Graduate College for academic years 2020-2021 and 2021-2022. Commencing in September 2022, having completed two consecutive academic years of service at Kean University, the President is granted tenure as a member of the faculty of the Nathan Weiss Graduate College by the Board of Trustees.

III. TERM OF OFFICE: SEPARATION. Consistent with N.J.S.A. 18A:64-6(g), the President shall serve at the pleasure of the Board. It is therefore understood the President shall serve "at will", unless and until he is terminated by: (a) mutual consent of the parties; (b) retirement; (c) voluntary resignation by at least ninety (90) days prior written notice by the

President to the Chair of Board; (d) permanent disability, as defined below; (e) death; (f) by the Board with or without cause or prior notice at any time.

A. "Cause" for termination means as any material breach of this Agreement or any intentional violation of his duties which result in substantial detriment to his Office or the University or commission of any act which could be prosecuted as a felony. In the event the President is terminated for "cause," the obligations of the University under this Agreement shall cease immediately upon a Board determination that such "cause" exists, and shall no longer be binding on the University.

B. In the event the President is terminated by (1) permanent disability, as defined by the inability to perform the essential functions of his job for a period of one hundred twenty (120) consecutive days; or (2) dies in office, this Agreement shall cease immediately upon such event and shall no longer be binding upon the University. The President or his heirs shall have all rights granted them pursuant to the applicable policies of insurance provided to the President in accordance with this Agreement.

C. Five-Year Term. Notwithstanding the above, and not intended to conflict with the "at will" employment established hereunder, the Board's appointment of the President is for a term ("Term") of five (5) fiscal years. This five-year agreement expresses the commitment by both the Board and President Repollet to pursue a long-term successful relationship for the institution. The Board of Trustees will review and evaluate the President's performance annually, based upon objectives jointly established by the Board and the President, and can adjust the terms of this agreement based on the annual performance review.

D. Severance. If during the first three years of service as President this appointment is terminated or not extended as set forth in Subsection C above or if the appointment is otherwise terminated without cause, the President shall receive severance pay in a lump sum equal to one year at his Base Salary as President at the time of severance. Effective upon the completion of his third consecutive year as President, in the event the appointment is not extended as set forth in Subsection C above or the appointment is otherwise terminated without cause in accordance with the terms hereof, the President shall receive severance pay equal to his Base Salary as president at the time of severance for the remaining twenty-four (24) successive month period. Such severance pay shall be payable in bi-weekly installments, the first of which shall be payable within two (2) weeks of the end of the appointment term (if not) or of the termination date (if terminated without cause), as appropriate and shall be payable through the normal University payroll system, subject to all applicable federal, state and local withholding requirements. The payment of such severance pay shall be conditioned on the President's taking an immediate sabbatical off campus for said twenty-four (24) month period after such termination (or such shorter period as mutually agreed by University and President). At the conclusion of his sabbatical period, the President shall return to a position on the Kean University faculty as a Distinguished Professor in the Nathan Weiss Graduate College or other academic division so designated by the Board

chair at the top of the salary range for that title. His duties and responsibilities shall be in accordance with the University requirements for a Distinguished Professor.

IV. COMPENSATION. The compensation to be paid to the President pursuant to this Agreement is as follows:

A. BASE SALARY. Base Salary ("Base Salary") shall be paid as follows, payable in installments in accordance with the University's regular payroll practices in effect from time to time:

- (i) The President's Base Salary for the fiscal year commencing on July 1, 2020 and ending June 30, 2021 shall be \$365,000, subject to such deductions as are required by law, except that the President has requested not to begin receiving pay or benefits until July 20, 2020 to provide time for transitioning from his previous post.
- (ii) For each fiscal year (July 1 - June 30) thereafter, the President's Base Salary shall be reviewed and set by the Board in connection with the annual evaluation of the President's performance as set forth in Article VI below, provided that at no time shall such a review reduce the salary below \$365,000 annually without the mutual consent of both parties.

B. RETENTION/DEFERRED COMPENSATION. The Board may, in the future, consider granting the President an incentive salary adjustment and/or some type of deferred compensation plan based upon the Board's evaluation of the President's performance in achieving agreed upon objectives. However, the Board is in no way obliged to consider such incentives regardless of performance.

C. HOUSING. The President shall have the full use of the University home located at 3 Masters Square, Hillside, NJ as his residence during his tenure as President. The University recognizes the President's residence is to be used to carry out a number of official as well as social duties that are part of the President's overall responsibility. The University also recognizes the home is in need of significant upgrades and repairs in light of its minimal use as a family residence for the past 17 years. As such, the University will make all necessary and reasonable repairs and renovations to the premise in anticipation of the President's arrival. All reasonable costs associated with the necessary repairs, improvements, maintenance and operation of 3 Masters Square will be the responsibility of the University, including but not limited to the replacement of exterior decking, repairs and remodeling of the kitchen and baths, and exterior paving for enhanced ADA access. The interior and the exterior of the home will be painted prior to the President's arrival. The President's use of 3 Masters Square will terminate at the end of his employment as University President.

D. BENEFITS. The University shall provide and make available to the President the same State of New Jersey standard and optional fringe benefits that are

available to its executive administrators. The President will pay all the customary employee contributions associated with these standard and optional benefits. Because said fringe benefits are being made available under programs offered by the State of New Jersey said benefits are subject to modification, diminution or elimination by action of the Legislature or Division of Pensions which administers said programs. Present contribution rates to these Programs are also subject to change. Benefits may be adjusted by the Board to respond to and reflect extraordinary changes that may have occurred in the relevant marketplaces; provided however, that at no time during the term of this Agreement shall the President receive Benefits that are less than those provided to other senior officers of the University. Any diminution or elimination of such Benefits Programs shall not increase the University's obligation to the President under this Agreement. These benefits include but are not limited to the following:

1. Health Insurance. The President shall be entitled to participate in medical, prescription drug, dental, optical, and such other State plans as may become available during the Term for himself, his spouse, and any dependent children.

2. Retirement. The President currently is enrolled in the New Jersey Teachers' Pension and Annuity Fund (TPAF) retirement program. He advises that he plans to transfer his time earned into the State's Public Employees Retirement System (PERS) for retirement, life insurance and disability insurance coverage. The President will execute that transfer with the guidance and approvals of both the University's benefits directors and the state pension coordinator. The President bears the ultimate responsibility for selecting the plan and program that best suits his retirement needs and is available to him through the current University benefits system. At such time, he will receive the pension benefits available to all state employees as described in D.

3. Automobile. During the Term, the University will provide the President with a newly purchased or leased automobile every three (3) years. As the Office of the President is considered to be 24-hour, seven-days a week position, the Board believes that all of the President's use of the automobile will be for "official University purposes" even if it includes personal outings, trips and excursions. The University will provide auto insurance in commercially reasonable amounts for use of automobile by the President for all purposes. The University will provide or pay for maintenance service (except for warranty work) and fuel and oil for the automobile. All such costs to the University will not exceed, in the aggregate, the sum of one thousand and five hundred dollars (\$1,500) per month; any excess costs shall be paid by the President. The President shall be solely responsible for the payment of any federal income tax resulting from any "personal use" of the automobile. On the effective date of his termination of employment, for whatever reason, the President's shall return the University's automobile.

4. Vacation/Legal Holidays. During the Term, the President shall be entitled to twenty-two (22) days of vacation annually. Unused vacation days at the end of any fiscal year may be taken during the subsequent fiscal year as long as this Agreement is renewed, provided at no time shall the President have more than forty-four (44) unused vacation days per state requirements. Unused vacation days remaining at the time of the President's separation from the University or the expiration of the Initial Term and any subsequent term may be accumulated up to a maximum of forty-four (44) days and compensation shall be due the President. The President shall be entitled to paid Federal and State legal holidays observed by the University on the days such holidays occur.

5. Sick Days. During the Term, the President shall be entitled to one (1) and a quarter (1/4) paid sick days monthly in each fiscal year, which may be accumulated in accordance with University and State policies.

6. Professional Dues and Meetings. The President may attend educational conferences, conventions, courses, and other similar professional activities, provided they do not interfere with the President's responsibilities to the University. The University will pay reasonable expenses in connection with such professional organizations. The President, in accordance with University policy and procedures, will submit requests for reimbursement or payment of such expenses.

7. Memberships. Appropriate memberships in professional, civic and social organizations that advance the President's abilities and performance will be paid by the University.

8. Travel for University Business. The University will pay reasonable travel expenses for the President, including, but not limited to, tolls, hotel bills and other necessary and proper expenses for the President when traveling on University business. The President, in accordance with University policy and procedures, will submit requests for reimbursement or payment of such expenses.

8. University-Related Expenses. The Board of the University will secure or provide a fund, as established in its annual budget, for the President's reasonable and necessary business and entertainment expenses related to fundraising/development and marketing for the University. Said sum will be capped at \$50,000 per year, absent additional Board approval. The President, in accordance with University policy and procedures, will submit requests for reimbursement or payment of such expenses, if applicable, and will report same quarterly to the Board Chair and Finance Committee Chair through the Executive Director to the Board of Trustees.

V. REVIEW OF COMPENSATION. The President's compensation package shall be reviewed by the University with the President not less than every twelve (12) months during the Term of appointment.

VI. EVALUATION. On or before July 1 of each year during the Term of this agreement, the President shall provide the Board Chair a list of proposed goals and objectives for the twelve (12) month period beginning on July 1st. The Board Chair or a committee thereof appointed by the Chair (referred to in this Article VI. as ("the Board")) and the President shall discuss the President's goals and objectives, after which time the Board and the President shall agree upon goals and objectives for that twelve-month period. On or around July 1 of each calendar year, the President shall initiate the evaluation process. This appraisal shall address performance related to each of the goals and objectives determined the preceding year. After the President has submitted this self-appraisal, an annual review of the President's performance during the previous academic year based on his achievement of the mutually agreed upon specified goals and objectives, and such other criteria as deemed appropriate by the evaluator(s), will be done by a committee of the Board or by an independent evaluator external to the University selected by the Board. Such evaluation shall provide feedback on job performance and guidance as to the Board's expectations and the actions the President may take to meet such expectations. To aid the evaluator(s) in the annual performance review, the President agrees to furnish such oral and written reports as requested by the Board. This annual review shall be completed by the following September 1, and the report from the Board or independent evaluator will be communicated in writing to the President by the Chair no later than September 30 of each calendar year.

VII. ACADEMIC APPOINTMENT. As noted in Article II (F), the President is granted concurrent appointment to the faculty at the rank of full professor of Educational Leadership in the Nathan Weiss Graduate College for academic years 2020-2021 and 2021-2022. Commencing in September 2022, having completed two consecutive academic years of service at Kean University, the President is granted tenure as a member of the faculty of the Nathan Weiss Graduate College by the Board of Trustees.

VIII. PHYSICAL EXAMINATION. The University strongly encourages the President to undergo a comprehensive physical exam once a year. Should expenses for the examination exceed or not qualify for coverage under the President's medical insurance coverage, the University will pay up to One Thousand Dollars (\$1,000.00) for the exam. The results of the physical examination are privileged and confidential between the physician and the President.

XI. CONFIDENTIALITY. Dr. Repollet agrees that, during the term of this Agreement, he shall not use, communicate, or divulge any "Confidential Information" gained by virtue of his employment as president of the University. For purposes of this Agreement, "Confidential Information" is defined as any information regarding the methods, business policies, procedures, recruiting or funding techniques, research or development projects or results, historical or projected financial information, budgets, or any other confidential information relating to or dealing with the business operations or activities of the University,

learned or acquired by the President while in the employ of the University. Confidential Information shall not include information otherwise lawfully known generally by or readily accessible to the general public. At the termination of the President's employment with the University, he shall return to the University all copies of Confidential Information in any medium, including computer tapes and other forms of data storage.

X. TAX LIABILITY. The President agrees to be responsible for any income tax liability incurred as a result of this Agreement.

XI. SEVERABILITY CLAUSE. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, then, so far as possible, the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

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

XIII. DISPUTES. All disputes arising out of or concerning the interpretation or application of this Agreement, including without being limited to any claims that the application of this Agreement or the termination of the employment relationship established by this Agreement violates any federal, state, or local law, regulation, or ordinance, shall be resolved timely and exclusively in the following manner: (a) first, by informal meetings between the Chair of the Board and the President; (b) second, by non-binding mediation by a third party mutually agreed upon by the President and Chair of the Board.

XIV. INDULGENCES, ETC. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

XV. NOTICES. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when personally delivered, mailed by certified mail, postage prepaid, return receipt requested, or posted for delivery with a recognized national or regional courier service for delivery to the intended addressee. Unless and until changed by a party giving written notice to the other, the addresses below shall be the addresses to which all the notices required or allowed by this Agreement shall be sent:

If to the University:

Ms. Ada Morell
Chair, Board of Trustees
Kean University
1000 Morris Avenue
Union, NJ 07083

(or the then serving Chair at the time of such notice.)

If to the President:

Dr. Lamont Repollet
President
Kean University
1000 Morris Avenue
Union, NJ 07083

XVI. PERSONAL CONTRACT. The obligations and duties of Dr. Repollet shall be personal and not assignable or delegable in any manner whatsoever. This Agreement shall be binding upon and inure to the benefit of Dr. Repollet and his executors, administrators, heirs, successors, and permitted assigns, and upon the University and its successors and assigns.

XVII. INSURANCE AND INDEMNIFICATION. The President shall be provided with director's and officer's liability insurance coverage and be protected by indemnification agreements on the same terms and conditions enjoyed by trustees and senior officers under State law and the Bylaws of the University.

XVIII. MISCELLANEOUS. The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement. The terms "Board," "Board of Trustees", and "University" as used in this Agreement, where applicable or appropriate, shall be deemed to include or refer to any duly authorized board, committee, officer, or employee of said entity. Whenever the context requires, the masculine shall include the feminine and neuter, the singular shall include the plural, and conversely.

XIX. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New Jersey.

XX. COUNTERPARTS: FAX COPIES. This Agreement may be signed in counterparts by each party and the counterparts, taken together, shall constitute the entire Agreement as if only one Agreement were executed. Telefax or telecopy copies of original signature pages of the Agreement (or any modifications hereto) shall be accepted by each party as legally binding on the signor, based on the understanding (but not the condition precedent) that original signature pages will be delivered subsequently by such signor.

The University, by its duly authorized Chair, and Dr. Repollet have caused this Agreement to be executed on this 29th day of June, 2020

Kean University, its Board of Trustees

By: _____

Ada Morell 6/29/2020
Ada Morell, Chair

Lamont Repollet 6/29/20
Lamont Repollet, President