EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter referred to as the "Agreement") is entered into by Cindy R. Jebb, Ph.D. (hereinafter referred to as the "President" or "Dr. Jebb") and the Ramapo College of New Jersey (hereinafter referred to as the "College"), under the following terms and conditions.

WHEREAS, the College wishes to employ Dr. Jebb as its President, and Dr. Jebb wishes to serve as the President and the College's employee, subject to the terms and conditions of this Agreement; and

WHEREAS, both the College and the Dr. Jebb desire to set forth their respective rights and obligations in this Agreement;

WHEREAS, this Agreement has been duly approved and its execution has been duly authorized;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

I. **Term of Agreement.** Consistent with N.J.S.A § 18A:64-6(g), the President shall serve at the pleasure of the College's Board of Trustees (hereinafter "the "Board"). The Board's appointment of Dr. Jebb as the President under this Agreement shall commence on July 6, 2021 and, unless terminated earlier pursuant to Section XI hereof, shall continue for a period of five (5) years, concluding on June 30, 2026 (the "Term"). Unless otherwise stated, the terms and conditions of this Agreement will expire upon the conclusion of the Term.

II. **Renewal or Extension of the Agreement**: The Board and the President may mutually agree to a renewal or extension of this Agreement. The parties shall engage in discussions about a renewal or extension, in good faith, at least nine (9) months prior to the expiration of the Term. Non-renewal of the Agreement by the Board is covered elsewhere in this Agreement.

III. **Powers and Duties**. Consistent with N.J.S.A. §18A:64-8, the President shall report to the Board and shall have such powers as required for the executive management and conduct of the College in all departments and divisions, and for the execution and enforcement of the bylaws, rules, regulations, and orders governing the management, conduct, and administration of the College. The President shall perform all duties required or permitted by law, the provisions of this Agreement, and such other duties incidental to the Office of the President as may be agreed to in writing by the Board and the President.

A. *Appointment.* Pursuant to the terms and conditions of this Agreement, the Board appoints Dr. Jebb as President of the College, and Dr. Jebb agrees to serve as President of the College and to render services to the College as set forth herein.

B. *Ex Officio.* Pursuant to N.J.S.A. §18A:64-6, the President shall be an *ex officio* member of the Board, without vote, and shall serve at the pleasure of the Board. The parties agree and understand that the Board shall formulate and adopt the policies of the College, and that Dr. Jebb, as President, shall carry out those policies and exercise administrative authority at the operational level.

C. *Nomination.* Consistent with N.J.S.A. § 18A:64-6(h), the President may nominate for consideration and approval by the Board those officers and staff identified therein. The President shall not announce the prospective appointment of Vice Presidents or Deans until their appointment has been approved by the Board.

D. *Duties and Responsibilities.* The President, as necessary, will engage in a variety of duties and responsibilities consistent with those performed by presidents of New Jersey state colleges and universities similar in size and type to the College and consistent with the direction of the Board. Those duties and responsibilities shall include, but are not limited to fundraising, development, public and faculty relations, educational leadership, budgeting, long-range planning, enterprise-wide risk management, legislative advocacy, student affairs, recruitment of personnel, appointment, promotion and dismissal of 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.

E. *Attention and Absence.* The President shall devote substantially all of her professional time, attention, energy, skill, and best efforts to the role of President of the College. In the event of anticipated and unanticipated absences of the President, the President and the Board shall operate in accordance with College Policy and Procedure 205: President's Temporary/Emergency Succession in effect at the time of the absence.

F. *External Activities and Boards.*

1. The President may pursue professional external activities, such as serving on boards of not-for-profit organizations, subject to the approval of the Executive/Judicial Committee of the Board, in its exclusive discretion, and in accordance with the New Jersey Conflicts of Interest Law, N.J.S.A. § 52D:13d-12, et seq. The expenditure of reasonable amounts of time for board service and for any other charitable, civic, or professional outside activities shall not interfere or conflict with the President's duties to the College under this Agreement and applicable law. It shall be within the exclusive discretion of the Board in consultation with the College's Ethics Liaison Officer, pursuant to applicable law, to determine whether such interference or conflict exists, and to take the action it deems appropriate, including directing the President to reduce or discontinue her outside activities.

2. 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 College policies and procedures. Such income or compensation shall have no effect on the amount of base salary, benefits, or other compensation to which the President is entitled under this Agreement or any pension plan.

G. *Duty of Loyalty.* The President acknowledges that she owes to the College a duty of loyalty that includes, but is not limited to, a duty while employed to keep the Board fully informed of all relevant information, and a duty not to compete with the College while employed by the College.

IV. **Compensation.** The compensation to be paid to the President pursuant to this Agreement shall be as follows:

A. *Annual Base Salary.* As compensation for the services to be performed by the President pursuant to this Agreement, the College shall pay to the President a base salary ("Base Salary") in the amount of Three Hundred and Twenty Thousand Dollars and Zero Cents ($320,000.00) per fiscal year. The President's Base Salary may be increased at the sole and exclusive discretion of the Board based upon the President's performance, the evaluation of which shall be as described elsewhere in this Agreement, and any other factors the Board deems appropriate. The President's Base Salary shall be paid in accordance with the College's regular payroll practices and subject to all applicable federal, state and local withholding requirements.

B. *Deferred Compensation.* The College will establish a deferred compensation plan ("Plan") for the benefit of the President. The parties agree that the Plan will have the following elements:

1. Deferred Amount. The Plan will commence on July 6, 2021. So long as the President is employed and serving as President on June 30, 2022, on July 1, 2022, a deferred compensation credit equal to ten (10) percent of the President's Base Salary during the fiscal year just ended shall be made to a bookkeeping account in the Plan. Additional credits to the bookkeeping account in the amount of ten (10) percent of the President's Base Salary in the fiscal year just ended will be made on July 1, 2023, July 1, 2024, July 1, 2025 and July 1, 2026 so long as the President is employed and serving as President on June 30, 2023, June 30, 2024, June 30, 2025, and June 30, 2026, respectively.

2. Vesting. Amounts credited to the bookkeeping account in the Plan shall be in consideration for the President's continuing employment under this Agreement. The vesting date for all credits made during the Term of this Agreement shall be the date of expiration of the Term (the "Normal Vesting Date"). Until the Normal Vesting Date, and except as set forth below, the President shall have no entitlement or right, or otherwise

vest in, the credits made to the bookkeeping account. The Plan is an unfunded arrangement payable from the College's general assets, and the President has the status of an unsecured creditor. Other than any withholding obligations imposed on the College under the tax laws, the President shall be exclusively responsible for satisfying all tax liabilities imposed on her, and the College will not be responsible for these tax liabilities.

3. Forfeiture. Except as otherwise set forth in this Section IV(B), if this Agreement is terminated prior to the Normal Vesting Date, the President's entitlement and right to the deferred compensation credits to the bookkeeping account shall be forfeited. Subject to the conditions and requirements imposed by Section XII, if the College terminates this Agreement prior to the Normal Vesting Date that results in a separation from service under Section 409A of the Internal Revenue Code ("Section 409A") due to the President's death or disability, or termination by the College without Cause, the President shall vest in the credits made to the bookkeeping account as of the effective date of termination. For the purpose of determining whether a termination due to the President's disability has occurred, disability has the meaning under Section XI(D).

4. Distribution of Deferred Compensation. Distribution of the deferred compensation credits made to the bookkeeping account that vest on the Normal Vesting Date in accordance with Section IV(B)(2) shall be made to the President in a single lump sum on the sixtieth (60^{th}) day after the Normal Vesting Date. Distribution of the deferred compensation credits made to the bookkeeping account that vest prior to the Normal Vesting Date as a result of termination of this Agreement by the College prior to the Normal Vesting Date due to the President's disability or death, or termination without Cause that results in a separation from service under Section 409A shall be made, subject to the conditions and requirements in Section XII, to the President in a single lump sum on the sixtieth (60^{th}) day after date of separation from service.

C. *Performance Incentive.* In the Board's sole discretion and in accordance with and subject to the provisions and requirements of the College Policy and Procedure 208: Presidential Compensation and Evaluation, the President will be eligible to receive a performance incentive for each fiscal year beginning with the fiscal year starting on July 1, 2022, based upon the President's performance during the applicable fiscal year.

1. Incentive Amount. The Board, in its sole discretion, shall determine the performance incentive amount, if any, to be paid to the President for performance during the applicable fiscal year, which shall not exceed ten (10) percent of the President's Base Salary during the fiscal year for which performance is being evaluated.

2. Procedure for Incentive. The President and the Board shall follow the procedure set forth in the College Policy and Procedure 208: Presidential Compensation and Evaluation for establishing he President's goals and conducting the President's annual evaluation, which may be used by the Board, in its sole discretion, when evaluating the President's entitlement to a performance incentive.

3. Payment of Incentive. The President must be employed and serving as President on June 30 of the fiscal year for which the President's performance is being evaluated in order to be eligible for and, if approved, receive payment of the performance incentive for that year and, as such, the performance incentive will not be pro-rated in the event this Agreement is terminated prior to June 30 of the fiscal year. The incentive will be paid on or before July 31 of the next fiscal year.

V. **Benefits**

A. *Health Insurance.* After two (2) months of employment, the President and her eligible dependents shall be entitled to standard health, dental and prescription coverage during the Term of this Agreement under the State of New Jersey's Health Benefits Program, subject to the College's standard employee contributions. The President's contribution and amount is based on the plan selected.

B. *Pension Plan.* The President will be eligible to join the State of New Jersey's Alternate Benefit Program (ABP) and the supplemental 403(b)/457(f) retirement plan, subject to the terms and conditions of the plans and all applicable limits and caps imposed by the plan and/or the Internal Revenue Service in effect from time to time.

C. *Life Insurance.* The President shall be entitled to group life insurance coverage under the State's ABP in the amount of three and one half (3 ½) times the President's annual Base Pay, the cost of which is to be paid by the College, subject to eligibility requirements and state and federal allowable maximums. Value over $50,000 is imputed and charged to the President pursuant to Internal Revenue Service guidelines.

D. *Disability Insurance.* The President shall be entitled to long-term disability insurance coverage under the State's ABP at no cost to the President.

E. *Leave.*

1. Sick Leave. The President shall accrue 1.25 sick days per month in the first fiscal year of the Term and thereafter, fifteen (15) days per fiscal year credited at the beginning of each subsequent fiscal year in accordance with the College Policy and Procedure 618: Leave Entitlement for Managerial and Bargaining Unit (AFT) Professional Employees.

2. Vacation Leave. In accordance with the College Policy and Procedure 618: Leave Entitlement for Managerial and Bargaining Unit (AFT) Professional Employees, the President shall accrue 1.83 days of credit for vacation leave for each full month of employment from the effective date of this Agreement through June 30 of the first fiscal year of the Term and twenty-two (22) days of vacation leave per fiscal year thereafter, which will be credited at the beginning of each fiscal year of the Term. The

use of vacation in excess of five (5) consecutive days shall be approved, in advance, by the Chair of the Board.

3. It is understood and agreed that the Board shall be provided with a report of the President's sick leave and vacation balances on July 1 and January 1 of each year.

4. Sabbatical Leave. The President shall not become eligible for sabbatical during the Term of this Agreement.

5. Discretionary Fund. The College will provide the President with a discretionary fund of up to $15,000 per fiscal year for College-related expenses subject to the requirements of College Policy and Procedure 210: President's Discretionary Fund.

6. Professional Dues. Subject to approval by the Executive/Judicial Committee of the Board in its exclusive discretion, the College will reimburse the President for her membership dues for professional organizations up to the amount of Two Thousand Dollars ($2,000.00) for each fiscal year during the Term of this Agreement. These organizations shall promote the professional development of the President and/or raise the visibility of the College.

VI. **Travel Expenses.**

A. *Reimbursement for Travel Expenses.* In accordance with applicable law, the College's Travel Policies and Procedures, and State ethics regulations, the College will reimburse the President for reasonable, actual, necessary, and proper travel-related expenses incurred by the President when the President is traveling on authorized College business.

B. *Notice and Approval of Certain Expenses.* The President will seek written approval from the Executive/Judicial Committee of the Board at least fourteen (14) days in advance of any travel (1) outside of New Jersey, when the estimated duration of travel exceeds 48 hours and/or (2) when the estimated cost of the travel exceeds Two Thousand Dollars ($2,000.00). The President shall submit a written request to the Executive/ Judicial Committee describing the nature of the trip, the business purpose, and the estimated cost.

VII. **Housing Allowance.** During the Term of this Agreement, the President is required to reside in the State of New Jersey and in a municipality within approximately a five- to seven-mile radius of the College's main campus. The College will provide the President with a housing allowance in the amount of Seventy-Two Thousand Dollars ($72,000.00) per fiscal year, which will be paid in bi-annual installments of $36,000.00 on July 1 and January 1 of each fiscal year. The President shall be exclusively responsible for federal, state and local taxes resulting from receipt of this housing allowance. This Agreement shall not create a landlord-tenant relationship between the College and the President.

VIII. **Moving Expenses.** The College agrees to provide the President with a one-time payment in the amount of Five Thousand Dollars ($5,000.00) for moving expenses from her present location to her new residence.

IX. **Vehicular Allowance.** During the Term of this Agreement, the College will provide the President with a monthly vehicular allowance in the amount of Four Hundred Twenty-Five Dollars ($425.00), which is intended to reimburse the President for vehicle-related expenses that she may incur when conducting official College business using her personal, privately-owned or leased vehicle and is intended to include, but is not limited to, gas, oil, tolls, mileage, parking fees, vehicle maintenance, insurance and other vehicular operating costs. Accordingly, the President shall not seek reimbursement for these expenses under the College's Travel Policies and Procedures. The President's vehicle shall not bear a State or College seal or other designation.

X. **Cell Phone Allowance**. In accordance with College Policy and Procedure 606: Cell Phone Allowance, the College will provide the President with a monthly cell phone allowance in the amount of One Hundred Fifty Dollars ($150.00) for a mobile cellular phone or other similar device.

XI. **Termination and/or Non-Renewal of the Agreement**

A. *Termination at President's Request.* The President may terminate this Agreement at any time during the Term by giving the Board at least nine (9) months' notice, which shall be deemed a resignation. The President's employment as President will cease on the effective date of her resignation and she will not be entitled to any further compensation or benefits as President except as set forth in the College's benefits plans with respect to vesting and rights after termination of employment. The Board may, in its sole discretion, elect to advance the effective date of the President's resignation to the date when notice is given or any date during the notice period, in which case the President's employment as President shall cease on the date specified by the Board but she will still be entitled to her Base Pay during what would have been the notice period.

B. *Non-Renewal of Agreement by the College.* The Board may, in its sole discretion, choose not to renew this Agreement or extend its Term. The President has no right to a renewal or extension of this Agreement. The Board will provide notice of intent not to renew this Agreement no less than six (6) months prior to the expiration of the Term.

C. *Death of the President.* This Agreement shall terminate effective immediately upon the President's death and without requiring any further action by the Board.

D. *Disability of President.* The Board may terminate this Agreement in the event the President becomes disabled, as defined herein, provided that the Board provides the President with written notice, specifying the effective date of termination, at least thirty (30) days prior to the effective date.

1. For purposes of this Agreement, "disabled" shall mean the President's inability, due to physical or mental incapacity, to perform her duties and responsibilities under this Agreement as reasonably determined by the Board. In the event of a disagreement between the Board and the President regarding over whether the President is disabled, the parties shall consult a mutually agreed upon qualified medical physician, whose decision shall be binding on the parties.

2. If the President becomes disabled during her service as President, she shall receive all benefits to which she is entitled pursuant to the College's disability insurance plan in which she participates.

E. *Termination by the College.* The College shall have the right at any time during the Term of this Agreement, upon a vote of two-thirds (⅔) of the full membership of the Board, to terminate this Agreement either without Cause or for Cause (as hereinafter defined).

1. *Termination without Cause.* The Board may terminate this Agreement for any reason without Cause at any time so long as the Board provides the President with written notice specifying the effective date of termination, which notice shall be provided at least sixty (60) days prior to the effective date. Termination of this Agreement by virtue of the President's death or disability, as set forth above, shall not be construed as a termination without Cause.

2. *Termination for Cause.*

a. The College may terminate this Agreement at any time for Cause upon thirty (30) days' written notice to the President, which notice shall specify the Cause and effective date of termination, and upon providing the President with an opportunity for a hearing before the Board, whose determination by a two-thirds (⅔) vote as to the existence of Cause shall be final and conclusive. From and after the date of any notice of for Cause termination by the Board, the Board shall have the right to suspend Dr. Jebb's employment with pay pending completion of the hearing by the Board.

b. For purposes of this Agreement, "Cause" shall mean (i) the President's conviction of, guilty or no contest plea to, or confession of guilt to, a felony or crime involving moral turpitude; (ii) an act or omission by the President in connection with her service that constitutes fraud, criminal misconduct, breach of fiduciary duty and/ or ethical obligations, dishonesty, gross negligence, violation of law, or other conduct that is materially harmful or detrimental to the College; (iii) a material breach by the President of this Agreement; (iv) a continuing or other failure by the President to perform such duties as are assigned to the President by the Board in accordance with this Agreement, other than a failure resulting from a disability; (v) the President's knowingly taking any detrimental action on behalf of the College without appropriate authority to take such action; (vi) the President's knowingly taking any action in material conflict of interest with the College given the President's position with the College; or (vii) the commission of an act of personal dishonesty by the President in connection with the College that involves personal profit.

XII. **Effect of Termination of Agreement**

A. *Termination as a Result of Death of the President.* If the Agreement is terminated by reason of the President's death pursuant to Section XI(C), the College shall pay to the President's estate (1) any unpaid but earned Base Salary through the date of termination in accordance with the College's regular payroll practices in effect on the date of death and (2) the deferred compensation under Section IV(B)(3) that is payable on the President's death.

B. *Termination as a Result of Disability of the President.* If the Agreement is terminated by the Board by reason of the President's disability pursuant to Section XI(D), the College shall pay to the President" (1) any unpaid but earned Base Salary through the date of termination in accordance with the College's regular payroll practices in effect on the date of termination and (2) the deferred compensation described in Section IV(B)(3) that is payable when the President has a separation from service under Section 409A due to disability.

C. *Termination by the Board without Cause.* If this Agreement is terminated by the Board without Cause as described in Section XI(E)(1) that results in a separation from service under Section 409A, the College shall provide severance pay to the President equal to her Base Pay at the time of termination for a period equal to the remainder of the Term as of the date of termination, but not to exceed twelve (12) months ("Severance Payment"). The Severance Payment shall be paid in a lump sum, subject to all applicable federal, state and local withholding requirements, on the sixtieth (60^{th}) day following the effective date of termination. Further, the President shall be entitled to payment of deferred compensation as described under Section IV(B)(3). The President's receipt of the Severance Payment and deferred compensation payment set forth in this Section XII(C) and Section IV(B) is expressly conditioned upon the President's execution of and compliance with a comprehensive separation agreement and general release to be provided by the College at the time of termination.

D. *Termination for Cause by Board.* If the Agreement is terminated by the College for Cause, as described in Section XI(E)(2), the College shall pay to the President an amount equal to any unpaid but earned Base Salary through the date of termination in accordance with the College's regular payroll practices in effect on the date of termination. The President shall not be entitled to any benefits described in Section V through X, except a benefit that is required by law to be paid to the President.

XIII. **Post-Employment Benefits.** Except as otherwise provided in the applicable benefit plan documents or elsewhere in this Agreement, all benefits provided under Sections V through X, shall cease on the effective date of termination of the Agreement pursuant to Sections I and XI, respectively. The President will have the opportunity and responsibility to elect COBRA continuation coverage pursuant to the terms of that law and will thus be responsible for the execution of the continuation of coverage forms upon termination of her health insurance coverage. Further, the President will be responsible for all COBRA premiums.

XIV. **Reimbursements and In-kind Benefits.** To the extent any reimbursements or in-kind benefits are nonqualified deferred compensation under Section 409A, (A) the College shall make the reimbursement by the earlier of the date otherwise provided under this Agreement, and the last day of Dr. Jebb's taxable year following the taxable year in which Dr. Jebb incurred the expense; (B) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during one calendar year will not affect the expenses eligible for reimbursement, or the in-kind benefits to be provided, in any other calendar year; and (C) the right to reimbursement or in-kind benefits will not be subject to liquidation or exchange for another benefit.

XV. **Reimbursements on Termination.** To the extent any benefits or reimbursements on Separation From Service are exempt from Section 409A under Treasury Regulation Section 1.409A-1(b)(9), the College shall pay or provide the benefit or reimbursement only as long as the expenses are not incurred or the benefits are not provided after the last day of Dr. Jebb's second taxable year following the taxable year in which termination of employment occurs. In addition, the College shall reimburse the expenses by the earlier of the date otherwise provided under this Agreement, and the last day of the third taxable year following the taxable year in which termination of employment occurs.

XVI. **Tax Liability.** This Agreement shall be administered, construed, and interpreted to satisfy the requirements of Sections 409A and 457(f) of the Internal Revenue Code or an exemption thereto. Dr. Jebb shall be exclusively responsible for the tax consequences to Dr. Jebb for the benefits, payments, and reimbursements under this Agreement. The College does not make any representations or guarantees regarding these tax consequences.

XVII. **Other Provisions**

A. *Entire Agreement.* This Agreement contains the entire understanding between the parties on the subjects covered herein, and supersedes all prior agreements, arrangements and understandings, whether written or oral. Dr. Jebb acknowledges that she has not relied on any statements, representations, or promises not contained in this Agreement.

B. *Counterparts.* This Agreement may be signed in counterparts, each of which shall be deemed an original and both of which taken together shall constitute one and the same instrument. Facsimile or scanned and e-mailed signatures shall be deemed valid and binding for such purposes.

C. *Understanding of Agreement.* Dr. Jebb acknowledges that she has had the opportunity to consult with legal counsel regarding this Agreement. Further, Dr. Jebb acknowledges that she has read this Agreement in its entirety, that she understands the Agreement and that she enters into the Agreement voluntarily.

D. *Compliance with Laws.* In performing her duties under this Agreement, the President shall comply with all applicable laws, including without limitation, the New Jersey Higher Education Laws, N.J.S.A. § 18A:l-l et seq. and the New Jersey Conflicts of Interest Law, N.J.S.A. § 52:13D-12 et seq.

E. *Governing Law/Jurisdiction.* This Agreement shall be governed by the laws of the State of New Jersey, including but not limited to, the New Jersey Contractual Liability Act, N.J.S.A. § 59:13-1, et seq., without regard to principles of conflicts of law or choice of law rules (whether of the State of New Jersey or any other jurisdiction) that would result in the application of the substantive or procedural laws or rules of any other jurisdiction. For the purposes of any suit, action, or proceeding involving this Agreement, the parties shall submit to the exclusive jurisdiction of all Federal and state courts venued in the State of New Jersey.

F. *Notices.* All notices, requests, demands, and other communications hereunder shall be in writing and deemed duly given upon receipt when delivered by hand, overnight delivery or telecopy (with confirmed delivery), or three (3) business days after posting, when delivered by registered or certified mail or private courier service, postage prepaid, return receipt requested, as follows:

If to the College, to:

Ramapo College of New Jersey
Attention: Chair, Board of Trustees
505 Ramapo Valley Road
Mahwah, New Jersey 07430

If to the President: at Dr. Jebb's residential address of record with the College at the time notice is given

or to such other address(es) as a party hereto shall have designated by like notice to the other parties hereto.

G. *Amendment.* No provision of this Agreement may be modified, amended, waived, or discharged in any manner except by a written instrument executed by both the Board and the President.

H. *Waiver.* The failure of either of the parties at any time to enforce any of the provisions of this Agreement shall not be deemed or construed to be a waiver of any such provision, nor in any way affect the validity of this Agreement or any provision hereof, or the right of either of the parties thereafter to enforce each and every provision of this Agreement. No waiver of any breach of this Agreement shall be construed or deemed to be a waiver of any other or subsequent breach.

I. *Severability.* If, in any jurisdiction, any term or provision hereof is determined to be invalid or unenforceable, (i) the remaining terms and provisions hereof shall be unimpaired; (ii) any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction; and (iii) the invalid or unenforceable term or provision shall, for purposes of such jurisdiction, be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

IN WITNESS WHEREOF, this Employment Agreement has been duly executed by and on behalf of the parties hereto as a sealed instrument as of the day and year first above written.

CINDY R. JEBB, Ph.D.	**RAMAPO COLLEGE OF NEW JERSEY**
Cindy R. Jebb	By: Susan A. Vallario
Cindy R. Jebb	Susan A. Vallario Chair, Board of Trustees
Date: March 3, 2021	Date: March 15, 2021