

**DIVISION OF INTERCOLLEGIATE ATHLETICS
FULL-TIME ASSISTANT FOOTBALL COACH
EMPLOYMENT CONTRACT**

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

THIS AGREEMENT is entered into by Rutgers, the State University of New Jersey (“University” or “Rutgers”), Athletics (“Director”) and Phillip Galiano (“Assistant Coach”).

IN CONSIDERATION OF the mutual covenants, promises and conditions contained in this Agreement, the University and Assistant Coach agree as follows:

I. TERM

The term of the appointment begins on **February 10, 2015** and terminates on **February 28, 2017**, without further notice to the Assistant Coach, subject to the terms set forth in this contract and subject to the extensions as provided hereafter.

II. EXTENSIONS

A. This contract may be extended for an additional one-year (12 month) term solely upon an offer by Rutgers and acceptance by the Assistant Coach both of which must be in writing signed by the parties. The University shall notify the Assistant Coach in writing at least thirty (30) days prior to the conclusion of the current term whether it will offer to extend this contract. A University offer to extend may contain changes in the terms of this contract. The failure of the University to notify the Assistant Coach whether it will offer to extend this contract at least thirty (30) days prior to the conclusion of the current term shall not result in the automatic renewal or extension of this contract. Rather, if the University does not provide timely notice whether it will offer to extend the contract, it is understood and agreed that the term of this contract will be extended for a period of thirty (30) days beyond the date on which the University informs the Assistant Coach whether it will offer to extend the contract, and in no event will an extension run more than thirty (30) days beyond the termination date of this contract unless Rutgers has offered and the Assistant Coach has accepted such an extension in writing.

B. The Assistant Coach understands and agrees that the University shall have the sole discretion to decide whether to extend this contract. The Assistant Coach further understands and agrees that this Section II does not vest the Assistant Coach with any expectation, right or entitlement to the renewal or extension of this contract (except for the 30 days extension in the event of untimely notice as provided for in Section II.A.).

III. COMPENSATION

A. Salary. In consideration for services and satisfactory performance of the terms of this contract, the University will pay Assistant Coach based on an annual salary during the term of this contract of **\$300,000** which shall be payable in accordance with regular payroll practices at the University.

B. Future Salary Increases. The Assistant Coach shall be eligible for a performance based salary increase based on an evaluation of his and the team’s performance. An evaluation of his job performance will be conducted by the Head Coach, who shall consult with the Director. The decision whether, and how much, to increase base salary shall rest with the sole discretion of the Director or the Director’s designee.

C. Benefits. The Assistant Coach shall be entitled to fringe benefits on the same basis as they are provided to non-aligned employees. By way of example only, these include life insurance, health insurance, disability insurance, pension program, vacation, sick and other leave. Some of these benefits are provided by the State of New Jersey and are subject to state legislation, rules and regulations. With respect to both benefits furnished by the State of New Jersey and benefits furnished by Rutgers, these benefits may change from time to time and Assistant Coach shall be subject to all changes that are applicable to non-aligned employees. With respect to vacation, the Assistant Coach will accrue vacation allowance in

accordance with the accrual rates set forth in the University's vacation leave policy for non-aligned employees. (Rutgers Policy Section 60.3.10) Notwithstanding the University vacation leave policy, the following will apply. Vacation time must be used during the year in which the Assistant Coach accrues it. There is no carryover of vacation. The University will not pay the Assistant Coach for any unused vacation time if this contract is not extended or if the Assistant Coach terminates this contract pursuant to Section VII.E. below.

D. Bonus if team participates in post-season game. Starting with the 2014 season, if the Rutgers football team participates in a post-season game and if the Coach remains employed by Rutgers and is serving as Assistant Coach for the game, the Coach shall receive a one-time bonus (specific bonus structure to be defined in an amendment to this contract) which shall be submitted for processing by the Athletic Director in time for the bonus to be paid immediately prior to the post-season game.

Bonuses shall be forfeited and, if the bonus already has been paid, shall be repaid by the Assistant Coach to Rutgers within sixty (60) days if Rutgers, due to conduct that occurred while the Assistant Coach was employed, is required by the NCAA or by the conference of which Rutgers is a member to forfeit any titles, championships or wins such that any post season participation that had been achieved would not have been achieved without the title, championship or win that was forfeited. The bonus(es) shall be lost in the year in which Rutgers is notified of the forfeiture and in all subsequent years.

E. Vehicle. In lieu of furnishing the Assistant Coach with an automobile, the University will pay an annual stipend of \$7,200 (\$300 per paycheck included in the first two paychecks of each month) in accordance with the University's normal payroll practices.

IV. DUTIES

A. The Assistant Coach shall faithfully and conscientiously serve in the position of Assistant Coach and shall assist the Head Coach in the coaching, administration, promotion and recruitment of the team in a manner consistent with Rutgers' policies and practices governing intercollegiate athletics so as to allow the team to compete effectively, and the Assistant Coach shall perform any other duties assigned by the Head Coach, the Director or the Director's designee.

B. The Assistant Coach understands and agrees that the position is a full-time twelve month position and that the Assistant Coach will devote full-time attention and energy to the duties of Assistant Coach; and the Assistant Coach further understands and agrees that he will avoid any business or professional activities or other pursuits that would interfere with the performance of the duties of Assistant Coach. The Assistant Coach further understands and agrees that the written approval of the Director shall be required for other employment or any other outside income-producing activity. This requirement is separate from, and in addition to, any National Collegiate Athletic Association ("NCAA") regulations concerning athletically-related income-producing activities and any other University requirements regarding disclosure of outside activity.

C. The Assistant Coach shall work under the immediate supervision of the Head Coach and under the general supervision of the Director.

D. The Assistant Coach may be reassigned to other duties by the Director, at the discretion of the University, without loss of compensation.

V. COMPLIANCE

A. Except as provided in this contract, the Assistant Coach shall be subject to all University regulations, policies and procedures and legal requirements, generally applicable to other non-aligned employees, including ethical standards and conflict of interest requirements. Further, the Assistant Coach shall be subject to all regulations, policies and procedures of the Division of Intercollegiate Athletics.

B. The Assistant Coach shall know and comply with the rules, regulations, policies, principles and ethical standards, as amended from time to time, of the University, the NCAA, the Big Ten Conference, or any other intercollegiate athletic organization with which the University may be affiliated now or in the future. The Assistant Coach also shall use all reasonable means to assure that subordinate employees and student athletes comply with these rules, regulations, policies and ethical standards.

C. The Assistant Coach shall cooperate fully with any compliance effort or investigation initiated by the University, the NCAA, the Big Ten Conference or any other intercollegiate athletic organization with which the University may be affiliated now or in the future. The Assistant Coach understands and agrees that the University shall have the discretion to suspend the Assistant Coach, without pay, pending the outcome of a compliance investigation.

D. The Assistant Coach shall comply with NCAA reporting and disclosure requirements for income and benefits received from athletically-related income-producing activities. The Assistant Coach agrees that in accordance with NCAA Bylaw 11.2.2 (Report of Athletically-Related Income), he shall annually report in writing to the Director who will report to the President all athletically-related income and benefits from sources outside of the University (including, but not limited to, income from annuities, sports camps, housing benefits, country club memberships, complimentary ticket sales, television and radio programs, and endorsements or consultation contracts with athletic shoe, apparel or equipment manufacturers).

E. If the Assistant Coach is found to have violated NCAA rules or regulations, whether while employed by Rutgers or prior to employment by Rutgers, he shall be subject to disciplinary or corrective action, as said for forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations.

F. The Assistant Coach shall possess and maintain a valid Drivers License. In addition, the Assistant Coach must maintain a safe and appropriate driving record.

VI. EVALUATION

The Head Coach shall perform an evaluation of the performance of the Assistant Coach during the period in which performance evaluations are conducted for non-aligned employees unless this is not feasible on account of the Head Coach's schedule or other commitments, in which case the Assistant Coach evaluation will be conducted as soon as practicable thereafter. The Head Coach shall meet with the Assistant Coach to review the evaluation.

VII. DISCIPLINE AND TERMINATION

A. FOR CAUSE

1. The University may impose discipline upon the Assistant Coach, up to and including termination of employment, for: (i) material breach of any provision of this contract, (ii) neglect of duty, (iii) willful misconduct, (iv) acts of moral turpitude, (v) conduct tending to bring shame and disgrace to the University as determined by the Director, (vi) violation of University rules, regulations, policies, or directives not remedied after thirty (30) days' written notice thereof to Assistant Coach, (vii) violation of the rules and regulations of the NCAA, the Big Ten Conference, or any other intercollegiate athletic organization with which the University may affiliate, (viii) a criminal conviction, or (ix) absence from duty in excess of thirty (30) days without the Director's consent.

2. Should the University elect to terminate the Assistant Coach's employment under this Section VII. A, payment of salary and benefits shall cease as of the date of termination and the University may require, in its sole discretion, the Assistant Coach to use any accrued but unused vacation prior to the date of termination. In addition, and independent of any action that may be taken pursuant to the foregoing provisions of the Section VII. A, the Assistant Coach, if found in violation of NCAA regulations, shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations.

3. Failure to impose disciplinary or corrective actions in any particular instance of breach or violation, or with respect to any particular conduct or incident, shall not act as a waiver of the University's right to later discipline or correct the Assistant Coach in connection with any breach, violation, conduct or incident, whether the same or different in degree or type.

B. TERMINATION WITHOUT CAUSE

1. The University, in its sole discretion, may terminate the services of the Assistant Coach as it deems necessary to further the best interests of the University. In such an event, the University shall continue to pay or provide, as the case may be, the Assistant Coach's salary, benefits and vehicle stipend as set forth in Section III, inclusive of any accrued but unused vacation, but no other amount or item, as of the date of termination, for the balance of the then-current term of this Contract. The Assistant Coach agrees to accept these items as full settlement of all claims and demands which may accrue to the Assistant Coach under this Contract and the University shall not be liable to the Assistant Coach for any other damage, loss or amount, including any claims or demands for loss of collateral income, business opportunities, expectations, or for any other direct, indirect or consequential damage or loss.

2. If this contract is terminated pursuant to Section VII. B.1, the Assistant Coach shall be required to exert reasonable efforts to secure other employment consistent with the Assistant Coach's background, skills and experience. Upon securing such employment, the University's obligation to continue salary and benefits pursuant to Section VII. B.1 above shall cease and the University shall not be liable for any other amount or item. In order to implement this provision, the Assistant Coach shall be required to notify Rutgers promptly as to his securing other employment.

C. DEATH OR DISABILITY

This contract shall terminate upon the death or upon the total and permanent disability of the Assistant Coach. Total and permanent disability shall mean physical or mental incapacity of a nature which prevents the Assistant Coach, in the sole judgement of Rutgers, from performing his duties under this contract for a period of 90 consecutive days. In such case, compensation and other benefits earned but not paid under this contract, pro-rated through the date of termination, shall be paid to the Assistant Coach or his personal representative, as the case may be.

D. HEAD COACH'S SEPARATION

1. Notwithstanding any other provision of this contract, if the Head Coach resigns or is terminated for cause, then this contract will terminate 90 days thereafter or, at the conclusion of the term of this contract, if the remainder of said term is shorter than 90 days after the Head Coach's resignation or termination. Notwithstanding the foregoing, in the event the Assistant Coach commences employment elsewhere, then this contract will automatically terminate on the date the Assistant Coach commences his employment elsewhere.

2. If the Head Coach is relieved of his responsibilities as Head Coach by the University without cause, this contract will remain in effect for the remainder of its term unless the Assistant Coach commences employment elsewhere. In that event, the contract will automatically terminate on the date the Assistant Coach commences his employment elsewhere. The Assistant Coach shall be required to notify Rutgers promptly as to his securing other employment.

E. TERMINATION BY ASSISTANT COACH AND LIQUIDATED DAMAGES

1. The Assistant Coach may terminate this contract by providing the University ninety (90) days advance written notice. Payment by Rutgers of salary and benefits shall cease as of the date of termination of employment. The Assistant Coach also agrees to comply with the liquidated damages provision in Section E. 2 below.

2. The parties acknowledge that the services of Assistant Coach are unique and of a personal nature and, further, that were Assistant Coach to terminate his employment during the football season, it would be difficult to assess the damages suffered by Rutgers. Accordingly, if Assistant Coach terminates this contract, for any reason other than to accept a position coaching in the National Football League, prior to the conclusion of any football season during the term of this contract or any extension of this contract (where for purposes of this contract football season means the period beginning on the first day of spring training and ending on the first Thursday of February of the following calendar year), Assistant Coach agrees to pay or to cause to have paid to Rutgers as liquidated damages an amount equal to (20% of) Assistant Coach's then current annual salary. This liquidated damages payment shall be made to Rutgers within thirty (30) days of termination of employment.

VIII. MISCELLANEOUS

A. This contract represents the entire agreement between the parties and supersedes any previous or contemporaneous verbal or written agreements concerning the employment of the Assistant Coach. No other promises, representations or agreements shall be binding unless executed in writing by the parties. However, it is understood and agreed to by the parties that the Assistant Coach is subject to all University regulations, policies and procedures generally applicable to other Division of Intercollegiate Athletics employees and to other non-aligned employees except as may be otherwise specifically provided for in this contract.

B. No amendment to this contract shall be valid and binding upon the parties unless made in writing and signed by the Assistant Coach and an authorized representative of the University.

C. This contract shall be interpreted and enforced under the laws of the State of New Jersey.

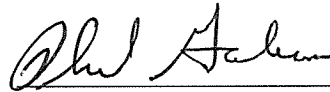
D. If any provision of this contract is determined to be void, invalid, unenforceable or illegal, it shall not affect the validity or enforceability of the remaining provisions.

Janine M. Purcaro, Chief Financial Officer

Phillip Galiano, Assistant Coach



Date 3/24/2015



Date 3/24/15