



Robert L. Barchi, President

November 29, 2015

Patrick E. Hobbs

Re: **Memorandum of Understanding Offer**
Rutgers University

Dear Patrick:

It is with great pleasure that I offer you the position of Director of Intercollegiate Athletics at Rutgers University—New Brunswick, effective on November 29, 2015. The Director of Athletics reports to the President of Rutgers University. This Memorandum of Understanding, which presents the material terms of our offer, will be expanded and incorporated into an employment contract with the University for execution at the earliest possible date.

The employment contract will be for a period of five years. However, beginning on the last day of the third contract year and of each contract year thereafter, absent any notice of termination without cause or notice of nonrenewal, your contract will be extended for one additional year such that at no time will you have fewer than two years remaining on the contract.

Rutgers' intercollegiate athletics department has a full-time staff of over 200, supporting the 24 sports for men and women. The Director is responsible for overall management of these programs and oversees budgets, personnel, planning, fund-raising, marketing, media negotiations, sports facilities and all other duties as assigned by the President. The Director also must ensure strict compliance with the regulations governing intercollegiate athletics of the NCAA and any conference Rutgers is affiliated with, as well as all applicable University policies and rules, and Federal and State laws.

Your compensation as Director of Athletics will include the following:

- Annual guaranteed base compensation of \$560,000.00.
- Annual bonus opportunities of \$50,000.00 conditioned on achieving academic and athletic performance goals as to be determined by the President after discussion with you.
- Full standard benefits on the same terms as provided by the University to all professional employees, with contributions and benefit amounts based upon base compensation where relevant.

- Use of a vehicle as provided by University policy or, in the alternative, a vehicle allowance of no less than \$12,000 a year.
- A club membership suitable for the development duties of the position, to be chosen by the University after discussion with you, will be provided.

Among other terms, your employment contract will include the following:

- You shall not be permitted to perform services for compensation for any entity other than Rutgers during the term of this contract without the permission of the President.
- This is a full-time position and you agree faithfully and diligently to use your best efforts to perform your duties and to devote such time, attention and skill to the performance of your duties so as to allow Rutgers Athletics to achieve its goals.
- Except as provided in this MOU, you 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 as well as all University-wide HR Policies and Procedures found in Section 60 of the University Policy Library. The University Policy Library is available online: http://policies.rutgers.edu/contents_index.shtml.
- Further you will be subject to all regulations, policies and procedures of the Division of Intercollegiate Athletics Policy Manual.
- If you terminate the contract, or if the contract is terminated for cause, the University shall not be liable for any payments or benefits after the date of termination.
- A termination or other discipline for cause provision to include the following provision, among other things: Termination for cause or other discipline may occur for any of the following: material breach of this MOU or the Employment Contract to be executed; material neglect of duty; willful misconduct; act(s) of moral turpitude; disregard of duty to ensure all staff under your supervision and student-athletes abide by Academic Integrity policy; conduct tending to bring shame or disgrace to the University, or otherwise detrimental to the University's good name and reputation as a public institution of higher education respectful of individuals and the rule of law, as determined reasonably and in good faith by the President; material violation of your responsibilities related to the NCAA, any conference Rutgers is affiliated with, any internal policy or regulation, procedure or directive, or any compliance effort or investigation; criminal conviction; or unapproved absence from duty. Whether conduct is "material" will depend on the following, among other things: the nature of the conduct; the nature of any internal or external rules, regulations, policies, procedures, responsibilities, obligations, or contract provisions in question; or the existence of one or more prior instances of any of the forgoing conduct, without regard to materiality.
- A provision that you will agree not to seek or apply for other positions without prior notice.
- A termination without cause provision that will require the University to continue your guaranteed base salary for the remainder of the term of the contract, and any extension thereof, or until the date on which you secure other employment, whichever occurs first, subject to your

execution of a general release acceptable to the University, provided that, should you secure other employment at a lower salary than provided by this MOU, the University will continue to pay you the difference between that salary and the amount due under this MOU and provided further that you will be required to make reasonable efforts to mitigate by securing other employment.

- If you are found by the University to have materially violated NCAA rules and/or regulations, whether while employed by the University or prior to employment by the University, or to have failed to report a violation that you know about, or to have failed to prevent or stop a violation that you know about, you shall be subject to disciplinary or corrective action, including suspension without pay or termination of employment. Whether such conduct is “material” will depend on the following, among other things: the nature of the conduct; the nature of the NCAA rules, regulations, or policies, in question; or the existence of one or more prior instances of any of the forgoing conduct, without regard to materiality.
- In addition to the above provisions, you shall cooperate fully with any compliance effort or investigation and the University may suspend you with or without pay pending the outcome of a compliance investigation.

While these terms are contingent upon our executing an employment contract, I trust that every reasonable effort will be made to mutually conclude that process within 60 calendar days of your start date. However, this Memorandum of Understanding will serve as the contract until a formal contract is completed.

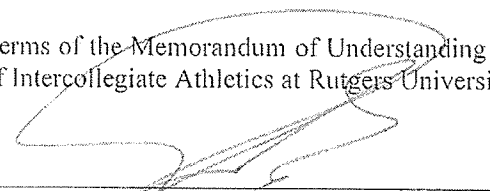
It is with great anticipation and enthusiasm that I offer you the position of Director of Intercollegiate Athletics at Rutgers University—New Brunswick. Please be advised that this offer is contingent upon the approval of the Committee on Intercollegiate Athletics and the Board of Governors’ Executive Committee, which I anticipate obtaining shortly. This offer is also contingent on the results of a background check satisfactory to the University. Assuming that you are amenable, please indicate your acceptance by signing below. I have every confidence that you will lead our University with integrity and pride, and I look forward to welcoming you as a member of the Scarlet Knights family.

Best regards,



Robert L. Barchi
President
Rutgers University

Terms of the Memorandum of Understanding as set forth above are accepted for the position of Director of Intercollegiate Athletics at Rutgers University.



Patrick E. Hobbs

Date

Redaction Identification: Hobbs Memorandum of Understanding

Please be advised that Mr. Hobbs Memorandum of Understanding has been redacted to remove his home address. OPRA specifically places on the University “a responsibility and an obligation to safeguard from public access a citizen’s personal information with which it has been entrusted when disclosure thereof would violate the citizen’s reasonable expectation of privacy.” Serrano v. South Brunswick Twp., 358 N.J. Super. 352, 368 (App. Div. 2003). New Jersey courts and the Government Records Council (“GRC”) have consistently held that an individual has a reasonable expectation of privacy in keeping his or her address out of the public domain. In Doe v. Poritz, 142 N.J. 1, 82 (1995), the New Jersey Supreme Court acknowledged that disclosure of an individual’s home address invokes privacy concerns, particularly when such disclosure could result in “unsolicited contact or intrusion.” Accordingly, the agreement has been redacted to remove his home address.