



RUTGERS

THE STATE UNIVERSITY
OF NEW JERSEY

Robert L. Barchi, President

April 19, 2013

Mr. Edward M. Jordan



Memorandum of Agreement
Head Men's Basketball Coach, Rutgers University

Dear Eddie:

It is with great pleasure that I offer you the position of Head Men's Basketball Coach at Rutgers, The State University of New Jersey. This Memorandum of Agreement (MOA) sets forth the material terms of the offer and will be expanded and incorporated into an Employment Contract (contract) for our execution at the earliest possible date.

The Men's Basketball Coach reports to the Director of Intercollegiate Athletics. This position is described more fully in the attached job description. The term of employment is five (5) years from April 23, 2013 through April 22, 2018 subject to Board of Governors' consultation and approval as referenced below.

Your compensation will be as follows:

Base Salary - shall be paid at the following annual rates during the following periods of time. Salary shall be paid in accordance with the University's regular payroll practices.

April 23, 2013 through April 22, 2014: \$550,000
April 23, 2014 through April 22, 2015: \$575,000
April 23, 2015 through April 22, 2016: \$600,000
April 23, 2016 through April 22, 2017: \$625,000
April 23, 2017 through April 22, 2018: \$650,000

Additional Guaranteed Compensation: In addition to the base salary set forth above, you shall be paid Additional Guaranteed Compensation at the following annual rates during the following

periods of time. Additional Guaranteed Compensation shall be paid in accordance with the University's regular payroll practices.

April 23, 2013 through April 22, 2014: \$500,000
April 23, 2014 through April 22, 2015: \$525,000
April 23, 2015 through April 22, 2016: \$550,000
April 23, 2016 through April 22, 2017: \$825,000
April 23, 2017 through April 22, 2018: \$850,000

Annual Performance Bonus Incentives

You will have the opportunity to earn bonuses based on the athletic performance of the basketball program based on these thresholds established by the Director of Athletics. Performance bonuses are cumulative, except where noted.

Twenty (20) Regular Season Wins - \$10,000 (excluding exhibition)
Regular Season Champion - \$50,000 (Outright), \$25,000 (Shared)
NIT Invitation & Appearance - \$10,000
NIT Championship - \$20,000
Conference Tournament Championship - \$50,000
Conference Coach of the Year - \$20,000
NCAA Tournament - \$25,000 per game
Final Four - \$100,000
National Coach of the Year - \$50,000
Average Paid Home Attendance – any year in which average paid home attendance exceeds 5,500 tickets - \$5,000
Contributions towards Rutgers Athletic Center Expansion – for every \$1M in donations to RAC renovation project in which you were personally involved - \$5,000
Victory over Seton Hall - \$5,000 per win

Annual Academic Bonus Incentives

You will have the opportunity to earn bonuses listed based on the academic achievement of the basketball program based on these thresholds established by the Director of Athletics.

\$10,000 for team average cumulative GPA of 2.7 or better for student-athletes receiving athletic financial aid.

\$15,000 for team average cumulative GPA of 3.0 or better for student-athletes receiving athletic financial aid.

The above bonuses for GPA are not cumulative.

The GPA shall be calculated by the Office of the University Registrar in accordance with its regular academic practices. The calculation shall be made at the conclusion of the summer session after grades are submitted and, if earned, bonus shall be paid prior to November 30.

\$10,000 for team multi-year APR of 950 or above, as determined by the NCAA based upon data and other information submitted by Rutgers in accordance with Rutgers' regular practices, for student-athletes receiving athletic financial aid.

Retention Incentive:

If you are serving as Head Men's Basketball Coach on June 30, 2016, you shall be paid a one-time retention incentive of \$100,000.

Appearances:

You will be required to make up to 12 annual appearances at the sole discretion of the Director of Athletics.

Benefits

You will receive the standard benefits package applicable to full-time administrative employees in the nonaligned employee group at the University. The benefits shall be subject to all applicable legal provisions, including statutes, rules and regulations and, in the case of benefit plans provided for by the State of New Jersey, may be amended from time to time by the State. We will make arrangements for you to speak at your convenience with our Human Resources department concerning your benefits and various benefit options. By way of example, these benefits include health insurance, life insurance, disability insurance, retirement program, sick leave, vacation leave, and tuition remission.

Auto Stipend

You will receive an annual automobile stipend of \$12,000, payable in your bi-weekly paycheck, which you may use for the purchase or lease of a vehicle. You shall be responsible for all fuel, insurance, repair and maintenance expenses for any vehicle you purchase or lease. To the extent that you use your vehicle for University business, you shall be reimbursed by Rutgers for this business travel at the mileage reimbursement rate applicable to other University employees and shall be subject to the University's policies covering travel and expense reimbursement.

Relocation

You will be reimbursed for relocation expenses, subject to Internal Revenue Service regulations and University policy, at a maximum of 5% of your base salary in the first year of the term. Further, Rutgers will provide temporary housing for a period of 30 days at Rutgers expense.

Travel

Your wife or one member of your family will be permitted to travel with you during the regular season and post-season on road trips to Rutgers games for charter travel only. Rutgers will be responsible for the travel expense and overnight accommodations for this travel. Any additional persons that you wish to bring on team charter flights to road games will be proposed by you and subject to the approval of the Director of Athletics.

Camps and Clinics

You will direct Men's Basketball camps and clinics at Rutgers beginning in either the summer of 2013 or as soon as practicable. You will be required on an annual basis to execute the standard camp/clinic contract with Athletics for use of facilities and to pay any amounts due to Rutgers University including but not limited to room and board costs for campers and staff. The camps will be run through your company and owned by you and shall be subject to Rutgers' rules and regulations governing athletic sports camps conducted at Rutgers.

Assistant Coaching and Men's Basketball Support Staff Positions

You will work closely with the Director of Athletics on the screening, interviewing and hiring of all assistant coaches and support staff. While you may recommend prospective members of your staff, as they will be employees of the University, the Director of Athletics retains authority to approve all hires.

Annual Assistant Coach Compensation (Base Salary)

The salary pool for the Assistant Coaching Staff salaries will not be less than \$580,000 and will be subject to increases annually of not less than 3% or, if the team has a winning record and competes in the post season, of not less than 5% , with any increase above these amounts being within the sole discretion of the Director. You will determine in consultation with the Director of Athletics the distribution of this pool to assistant coaches.

Assistant Coach Bonus and Incentive Plan

A bonus pool, up to a maximum 10% of the total assistant coach salaries outlined above, shall be provided annually for performance based bonuses, which shall be recommended by you and shall be subject to the Director's approval. The Director shall consider both individual and team performance in determining whether to award bonuses and, if so, in what amounts.

Tickets

You will be provided six (6) tickets to all Rutgers home Men's Basketball games in a prime location and ten (10) tickets in other locations, based on availability for the term of the agreement at no cost.

Compliance and Termination

You agree that this is a full time position and that you will faithfully and diligently 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, Rutgers University and the Men's Basketball program to achieve its goals.

Except as provided in this MOA, 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.

You shall know and comply with all applicable requirements of the NCAA, the former BIG EAST Conference, the Big Ten Conference or other conference/organization of which Rutgers is a member, and of Rutgers Athletics. This includes without limitation all reporting and disclosure requirements, including NCAA Bylaw 11.2.2 regarding athletically related income.

In addition to the above provisions, you shall cooperate fully with any compliance effort or investigation and the University may suspend you without pay pending the outcome of a compliance investigation.

If you are found to have violated NCAA rules or regulations, whether while employed by Rutgers or prior to employment by Rutgers, or to have failed to report or to prevent or stop a violation of which you know, you shall be subject to disciplinary or corrective action, including termination or suspension without pay, for significant or repetitive violations. Failure to impose disciplinary or corrective actions in any particular instance of violation of any rule, regulation or principle of conduct, or with respect to any particular conduct or incident, shall not act as a waiver of the Director's authority to later discipline or correct you for any violation, whether the same or different in degree or type, nor shall any single or partial exercise of any right, power or privilege preclude any further or other exercise thereof.

Termination for cause or other discipline may occur for any of the following: material breach of this MOA or the Employment Contract to be executed; neglect of duty; willful misconduct; act(s) of moral turpitude; 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 in good faith by the Director of Athletics; violations of University regulations, policies, procedures or directives not remedied after thirty (30) days written notice; violation of your responsibilities set forth in the prior three paragraphs; criminal conviction; or unapproved absence from duty, other than for a bona fide use of sick leave in accordance with University policy, without the consent of the Director of Athletics.

If the contract is terminated for cause, the University shall not be liable for payment of salary, bonuses, benefits or any other item that would or could have been earned after the date of termination.

If you terminate the contract prior to April 22, 2018, Rutgers shall be entitled to receive from you the liquidated damages outlined below within 30 days of termination.

Termination between April 23, 2013 and April 22, 2014 - \$ 950,000
Termination between April 23, 2014 and April 22, 2015 - \$ 900,000
Termination between April 23, 2015 and April 22, 2016 - \$ 850,000
Termination between April 23, 2016 and April 22, 2017 - \$ 850,000
Termination between April 23, 2017 and April 22, 2018 - \$ 850,000

In the event that you voluntarily terminate your employment with Rutgers for any reason whatsoever or your employment with Rutgers is terminated by Rutgers for "Cause" before the end date of this Agreement, you will repay to Rutgers the full amount of any incentive or

retention bonus paid to you during the course of your employment. Such repayment shall be made by you in full within ninety (90) days of your termination of employment with Rutgers.

If there is a final NCAA decision that major violations have occurred in the Program which require the vacation of records or the return of monies received by the University or other penalties, any and all incentive bonuses received by you related to or arising from the vacated games or the returned monies shall be forfeited, and if already paid, returned to the University.

In the case of termination without cause by the University, Rutgers shall pay you an amount equivalent to seventy percent (70%) of your base salary and guaranteed additional compensation subject to the following; you will have an obligation to exert reasonable efforts to secure other employment. Should you subsequently accept any other full time position, Rutgers shall be entitled to offset the amount due to you by the income you earn in these positions. Accordingly, you shall promptly furnish then current information to Rutgers in order to implement this offset provision.

This contract also will terminate upon your death or upon total and permanent disability, with all earned but unpaid amounts being paid to your estate.

You are required to maintain a valid driver license and a safe and appropriate driving record.

Required approvals

This MOA will be effective when signed by you and by me and when approved by the appropriate Board committees and the full Board of Governors as required by Board of Governors resolution dated December 12, 2008, and this MOA also is contingent upon receipt by Rutgers of results satisfactory to Rutgers of a comprehensive background check which you have authorized Rutgers to perform at its expense. An unsatisfactory background check result shall be grounds for termination for cause.

While the terms of this MOA will be expanded into a contract at the earliest possible date and hopefully not later than sixty (60) days after the effective date of your employment, this MOA will be binding upon the parties and will govern your employment until a contract is signed and also will serve as your contract in the event a contract is not signed at any time during your employment.

While this MOA must of necessity be somewhat formal, I want you to know that I am enthusiastic and looking forward to a great partnership. It gives me great pleasure to offer you the position of Head Men's Basketball Coach and I look forward to welcoming you and your family back to Rutgers.

Best regards,



Robert L. Barchi
President

Subject to the approval of the Board of Governors, I accept the terms and conditions set forth in this Memorandum of Agreement for the position of Head Men's Basketball Coach at Rutgers, The State University of New Jersey.

Edward M. Jordan 4-19-13 [Signature] 4-19-13
Edward M. Jordan Date Witness Date

Please be advised that the Memorandum of Agreement with Mr. Jordan 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 Memorandum of Agreement has been redacted to remove Mr. Jordan’s home address.