

**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”) and **Zachary Kuhr** (“Assistant Coach”).

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

**I.** The University offers and Assistant Coach accepts employment as Assistant Coach of Football and Assistant Coach agrees to the terms set forth in this Employment Contract (“Contract” or “Agreement”).

**II. TERM**

The term of the appointment (the “Term”) begins on **January 4, 2016** and terminates on **June 30, 2017** (the “Termination Date”), without further notice to the Assistant Coach, subject to the terms set forth in this contract and subject to the extensions as provided hereafter.

**III. NOTIFICATION**

A. The University will notify the Assistant Coach in writing at least thirty (30) days prior to the Termination Date as to whether it will offer to extend or renew this contract with or without changes in its terms (“Thirty Day Notice”). The failure of the University to provide the Assistant Coach with Thirty Day Notice shall not result in the automatic renewal or extension of this contract. Rather, if the University does not provide Thirty Day Notice, the Term 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 or renew the contract, but in no event will an extension run more than thirty (30) days beyond the Termination Date unless Rutgers has offered and the Assistant Coach has accepted such a renewal or extension in writing.

B. The Assistant Coach understands and agrees that the University shall have the sole discretion to decide whether to renew or extend this contract. The Assistant Coach further understands and agrees that this Section III 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 III.A.).

**IV. 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 **\$185,000** which shall be payable in accordance with regular payroll practices at the University.

B. **Future Salary Increases.** The Assistant Coach may 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 of Intercollegiate Athletics (“Director”) of the Rutgers Division of Intercollegiate Athletics (“Athletics”). The decision as to whether to increase base salary and, if so, by what amount, 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 University employees. By way of example only, these include life insurance, health insurance, disability insurance, retirement 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 VIII.E. below.

D. Bonus if team participates in post-season game. 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 bonus equivalent to one-month's salary as defined in Section IV.A. above. 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 acts, omissions, or conduct of any person 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), if any, shall be forfeited and repaid as above in all years in which Rutgers is required to forfeit any titles, championships or wins.

E. Vehicle. The University will pay the Assistant Coach a stipend of **\$600** per month (\$300 per paycheck included in the first two paychecks of each month) in accordance with the University's normal payroll practices. The stipend is to be used to purchase or lease a vehicle. The Assistant Coach will be responsible for all fuel, insurance, repair and maintenance expenses for any vehicle he purchases or leases.

F. Relocation Expenses. The University will pay reasonable and allowable relocation and temporary housing expenses pursuant to the Athletics policy, and any applicable law. The University will furnish the Assistant Coach with the temporary use of an automobile if required for immediate recruiting needs, which temporary usage shall not exceed thirty (30) calendar days beyond the date on which this Contract is executed. The University will reimburse the Assistant Coach for recruiting expenses relating to the Assistant Coach's use of this automobile.

## **V. DUTIES AND RESPONSIBILITIES**

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.

E. The Assistant Coach agrees to represent the University positively in public and private forums and shall not engage in conduct or act in such a manner that reflects adversely on the University or its athletic programs. The Assistant Coach shall perform his duties and personally comport himself at all times in a manner consistent with good sportsmanship and with the high moral, ethical, professional and academic standards of the University and Athletics.

F. At all times during the Term, the Assistant Coach shall observe and uphold all academic standards, requirements and policies of the University and Athletics and will encourage football team members to perform to their highest academic potential. The Assistant Coach recognizes that the primary mission of the University is to serve as an institution of higher learning and shall fully cooperate with the Office of Student Athlete Academic Support Services, and all academic counselors or similar persons designated by the University to assist student-athletes and shall use his personal best efforts to encourage and promote those efforts. In that respect, the Assistant Coach recognizes that the goal of the University is that every student-athlete obtain a baccalaureate degree, and agrees to support fully the attainment of this goal. It is recognized by the parties that a student-athlete may be declared ineligible for competition for academic reasons, because the University believes the student-athlete would not be an appropriate representative of the University under University policies and rules, as a disciplinary sanction under the University's Code of Conduct, or because the University believes that the student-athlete is not eligible according to the rules for athletics competition specified by the Big Ten Conference or the NCAA, or for similar reasons.

G. At all times during the Term, the Assistant Coach shall take reasonable action necessary to comply with and to implement the policies of the University relating to alcohol and substance abuse and to class attendance by students subject to his direct control or authority, and to exercise reasonable care that all personnel and students subject to his direct control or authority comply with such policies. The Assistant Coach represents and warrants that he has read such policies and that he will remain current as to the content of such policies.

## **VI. 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 all federal, state and local laws, as well as the rules, regulations, policies, principles and ethical standards, as amended from time to time, of the University, Athletics, 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. Furthermore, Assistant Coach shall immediately report to the Head Coach and Athletics' Office of NCAA Compliance in writing if Assistant Coach has reasonable cause to believe that any person or entity, including without limitation, representatives of the University's athletic interests, has violated or is likely to violate or may potentially have violated any such laws, policies, rules or regulations.

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 set forth in, but not limited by, the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. For the avoidance of doubt, such discipline or corrective action is independent of any action that may be taken by the University hereunder or pursuant to University policy.

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

G. The University, directly or through its multimedia rights holder, has entered into exclusive sponsorship arrangements with various companies. The Assistant Coach shall take no action nor enter into any agreement that would cause the University to be in violation or breach of any such exclusive arrangement. Furthermore, Assistant Coach shall not enter into any agreement that would prohibit Assistant Coach from making personal appearances at activities or functions associated with the University's exclusive sponsors.

## **VII. 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.

## **VIII. 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 as determined by the Director, (ii) inattention to or neglect of duty, (iii) willful misconduct, (iv) acts of moral turpitude, (v) conduct tending to bring shame and 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 Director of Athletics, (vi) material, intentional, multiple, or repetitive violation of University rules, regulations, policies, or directives as determined by the Director, (vii) a material, intentional, multiple or repetitive 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, as determined by the Director, (viii) a criminal conviction, (ix) unapproved absence from duty, (x) fraud or dishonesty by Assistant Coach in performance of duties hereunder, including but not limited to the preparation of any documents to the University or Athletics, NCAA or the Big Ten Conference, as determined by the Director, (xi) use or consumption by Assistant Coach of alcoholic beverages,

drugs, controlled substances or other chemicals as to impair his ability to perform his duties hereunder, or (xii) any failure to report violations as required by Section VI.B hereunder.

2. Should the University elect to terminate the Assistant Coach's employment under this Section VIII.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 VIII.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.

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, Assistant Coach's salary (as set forth in Section IV and inclusive of any unused vacation), and the cost to maintain his health care coverage ("Post-Termination Pay"), but no other amount or item, as of the date of termination, for the balance of the Agreement's Term, all subject to Section VIII.B.2 below. The Assistant Coach agrees to accept these items (and sign a separation agreement and release in form satisfactory to the University as mutually agreed upon by the parties) as full settlement of all claims and demands which may accrue to the Assistant Coach under this Agreement 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. Following such termination, Assistant Coach shall be required to exert reasonable efforts to secure other employment consistent with Assistant Coach's background, skills and experience. Upon securing such employment, Assistant Coach shall be obligated to accept all fringe benefits offered by the new employer, including but not limited to health benefits. Upon such employment, the Post-Termination Pay shall be revised to consist of, in the aggregate, the following items: (a) if the new employment salary is lower than the Post-Termination Pay salary component, the difference of the two salaries, and (b) if Assistant Coach's out-of-pocket cost for health insurance coverage are greater with the new employer than while employed by University, the difference of such costs. In order to implement this provision, Assistant Coach shall be required to notify Rutgers promptly in writing as to his securing other employment. If written notification is not received by University within 14 calendar days of commencing new employment (the "New Employment Start Date"), then the University's responsibility to continue the Post-Termination Pay, as may be revised herein, shall immediately cease as of the New Employment Start Date and the University shall not be liable for any further Post-Termination Pay that would have otherwise been due or owed. The parties acknowledge and agree that University shall be entitled to, and Assistant Coach will ensure that, University receives reasonable verification of Assistant Coach's new salary and healthcare costs.

## **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**

Notwithstanding any other provision of this contract, if the Head Coach resigns or is terminated for any reason, then this contract will terminate 90 days thereafter or, at the conclusion of the Term, if the remainder of the 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.

#### **E. TERMINATION BY ASSISTANT COACH**

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, or the start of new employment, whichever is first.

#### **F. NOTIFICATION REQUIRED PRIOR TO DISCUSSION WITH OTHER EMPLOYERS**

The parties agree that should the possibility of another coaching position be presented to the Assistant Coach or should Assistant Coach seek to pursue another potential coaching position during the term of this agreement, Assistant Coach shall notify Head Coach of such possibility or pursuit prior to any discussions (whether such discussions be personal or through a third-party) with potential employers. Violation of this provision is just cause for termination under Section VIII. A. 1.

#### **IX. 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. The Assistant Coach acknowledges and agrees that his compensation hereunder shall include and cover his services, if requested, related to the media, promotions and public relations. The Assistant Coach agrees that, as between the Assistant Coach and the University, the University shall own all broadcasting and telecasting rights (including production and marketing) to all live, recorded or previously broadcast University football games, coach's shows, call-in programs, post-game and pre-game interviews, highlight shows, replay shows and other programs (hereinafter called "Programs") that may be offered currently or in the future on all media outlets, including but not limited to radio, and all forms of television, internet, satellite, cable, broadband, high definition TV, DVD, video cassettes, wireless and video on-demand. The Assistant Coach also agrees to, and hereby does, assign to University or its then current multimedia rights holder a nonexclusive right, title and interest in his name, nickname, initials, autograph, facsimile signature or likeness, photograph, and derivatives therefor, and his picture, image and resemblance and other indicia closely identified with Assistant Coach in connection with the Programs.

D. The Assistant Coach may not associate University's name, logos, trademarks, symbols, insignias, indicia, service marks or reputation ("Proprietary Marks") in connection with any such arrangements, directly or indirectly, without the prior written consent of the Director and the University Trademark and Licensing department. If any use of Proprietary Marks is permitted hereunder, the use shall be non-exclusive and non-transferable and such permission shall automatically expire upon termination, for any reason, of this Agreement, or earlier upon written notice from the University. Furthermore, the Assistant Coach acknowledges and agrees that (i) there exists great value and goodwill associated with the Proprietary Marks, and (ii) the Proprietary Marks and all rights therein and goodwill pertaining thereto belong exclusively to University.

E. All materials or articles of information, including, without limitation, personnel records, recruiting records, football information, films, statistics or any other material or data, furnished to the Assistant Coach by University or developed or obtained by the Assistant Coach on behalf of University or at University's direction or for University's use or otherwise in connection with the Assistant Coach's employment hereunder are and shall remain the sole property of University. Within seventy-two (72) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Assistant Coach shall immediately cause any such materials in his possession or control, including, but not limited to, all keys, credit cards, telephones and computers (including all other technological devices) to be delivered to University.

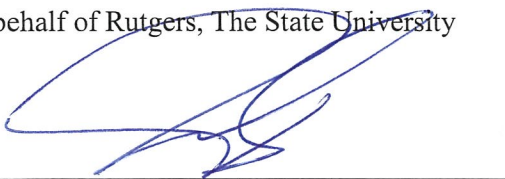
F. This contract shall be interpreted and enforced under the laws of the State of New Jersey without regard to New Jersey conflicts of laws rules.

G. 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.

Patrick Hobbs, Director of Intercollegiate Athletics

Zachary Kuhr, Assistant Coach

On behalf of Rutgers, The State University



Date

2/15/16

Date

3/8/16