

**RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY**  
**DIVISION OF INTERCOLLEGIATE ATHLETICS**  
**FULL-TIME STRENGTH AND CONDITIONING COACH (FOOTBALL)**  
**EMPLOYMENT CONTRACT**

**THIS AGREEMENT** is entered into by Rutgers, the State University of New Jersey ("University" or "Rutgers"), and **Kenneth L. Parker** ("Strength and Conditioning Coach" or "Coach").

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

**I.** The University offers and the Strength and Conditioning Coach accepts employment as a **Strength and Conditioning Coach of Football** and Coach agrees to the terms set forth in this Employment Contract ("contract").

**II. TERM** The term of the appointment begins on **December 21, 2015** and terminates on **December 21, 2017** without further notice to Coach, subject to the terms set forth in this contract and subject to the extensions as provided hereafter.

**III. 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 Coach both of which must be in writing signed by the parties. The University shall notify the 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 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 Coach whether it will offer to extend the contract, and in no event will an extension will run more than thirty (30) days beyond the termination date of this contract unless Rutgers has offered and the Coach has accepted such an extension in writing.

B. The Coach understands and agrees that the University shall have the sole discretion to decide whether to extend this contract. The Coach further understands and agrees that this Section III does not vest the 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 Coach based on an annual salary during the term of this contract of **\$260,000** which shall be payable in accordance with regular payroll practices at the University.

B. **Benefits.** The 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. The Coach will accrue vacation allowance in accordance with the accrual rates set forth in the University's vacation leave policy for non-aligned employees. Notwithstanding the University vacation leave policy, usage of vacation will be as follows: vacation time must be used during the year in which the Coach earns it. The University will not pay the Coach for any unused vacation time if this contract is not extended or if the Coach terminates this contract pursuant to Section VIII.D. below. 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 Mr. Parker shall be subject to all changes that are applicable to non-aligned employees.

C. Bonus Plan. The Coach may be entitled, at the sole discretion of the Director based upon an evaluation of the performance of the Coach and budgetary considerations, to a one-time bonus at the conclusion of the competitive playing season of the sport(s) to which the Coach is assigned. The evaluation will consider the duties enumerated below as well as the post season achievements of the assigned team(s).

D. Relocation Expenses. The University will pay for, or reimburse the Coach for, relocation expenses in accordance with the University's and the Athletic Department's policy governing relocation expenses and subject to the limits set forth therein.

## **V. DUTIES**

A. The Strength and Conditioning Coach shall faithfully and conscientiously provide strength and conditioning services to student athletes in the football program in a manner consistent with Rutgers' policies and practices governing intercollegiate athletics so as to allow the team to compete effectively, and shall perform any other duties as may be assigned by the Head Coach of the football team, the Director or the Director's designee.

B. The Coach understands and agrees that the position is a full-time twelve month position and that the Coach will devote full-time attention and energy to the duties of Strength and Conditioning Coach (Football); and the 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 Strength and Conditioning Coach. The 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 Coach shall work under the immediate supervision of the Head Coach of the football team and under the general supervision of the Director, or the Director's designee.

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

## **VI. COMPLIANCE**

A. The 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 Coach also shall use all reasonable means to assure that subordinate employees and student athletes comply with these rules, regulations, policies and ethical standards.

B. The 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 Coach understands and agrees that the University shall have the discretion to suspend the Coach, without pay, pending the outcome of a compliance investigation.

C. The Coach shall comply with NCAA reporting and disclosure requirements for income and benefits received from athletically-related income-producing activities. The 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).

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

E. The Coach shall be, and shall maintain throughout the term of this contract, registered and licensed in accordance with State registration and licensure requirements for strength and conditioning coaches. In addition, the Coach shall comply with national certification requirements for strength and conditioning coaches.

**VII. EVALUATION** The Head Coach of Football and the Director or the Director's designee shall perform an evaluation of the performance of the 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 Coach evaluation will be conducted as soon as practicable thereafter. The Head Coach shall meet with the Coach to review the evaluation.

## **VIII. DISCIPLINE AND TERMINATION**

### **A. FOR CAUSE**

1. The University may impose discipline upon the 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 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 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 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 this Section VIII A, the 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 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 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 Coach's salary and benefits as set forth in Section IV. B, C. and D., 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 the Contract. The Coach agrees to accept such payment as full settlement of all claims and demands which may accrue to the Coach under this contract. The Coach further agrees that the University shall not be liable for 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 VIII. B.1, the Coach shall be required to exert reasonable efforts to secure other employment consistent with the Coach's background, skills and experience. Upon securing such employment, the University's obligation to continue salary and benefits pursuant to Section VIII.B.1 above shall cease and the University shall not be liable for any other amount or item. The Coach shall be required to notify Rutgers promptly as to his/her securing other employment.

**C. DEATH OR DISABILITY**

This contract shall terminate upon the death or upon the total and permanent disability of the Coach. Total and permanent disability shall mean physical or mental incapacity of a nature which prevents the Coach, in the sole judgment 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 Coach or his personal representative, as the case may be.

**D. TERMINATION BY COACH**

The Coach may terminate this contract by providing the University ninety (90) days advance written notice. Payment of salary and benefits shall cease as of the date of termination of employment.

**E. 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 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 Coach commences employment elsewhere, then this contract will automatically terminate on the date the Coach commences his employment elsewhere.

**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 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 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.

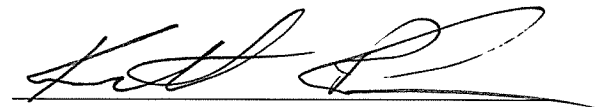
B. No amendment to this contract shall be valid and binding upon the parties unless made in writing and signed by the Coach and an authorized representative of the University.

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

Kenneth Parker, Strength and Conditioning Coach



Date 12/21/2013

Date