

## Head Football Coach Employment Agreement

This Head Football Coach Employment Agreement is entered into by and between Charles Daniel Hope and Purdue University.

**WHEREAS**, Purdue and the Coach have entered into this Agreement because Purdue desires to hire the Coach as the head coach of the Program, and because the Coach desires to be employed by Purdue in that capacity; and

**WHEREAS**, this Agreement is designed to take effect immediately following the expiration of the Associate Coach Agreement; and

**WHEREAS**, Purdue and the Coach recognize that head coaches of intercollegiate teams at Purdue conduct their professional activities under circumstances unique among Purdue employees, including evaluation and scrutiny of team performances by the public and media, and including the applicability of NCAA Regulations and Big Ten Regulations, as well as Purdue Regulations, to the Coach's activities and to the Program; and

**WHEREAS**, both parties recognize that these factors highlight the need for job security for the Coach, as well as the critical importance to Purdue of the Coach's long-term commitment to enable Purdue to operate and maintain a stable athletic program;

**NOW THEREFORE**, in consideration of the foregoing recitals and of the following mutually agreed terms and conditions, the parties hereby agree as follows:

**1.0 Definitions.** The following terms have the following meanings when capitalized in this Agreement:

"Additional Fixed Compensation" means the compensation and perquisites listed on Exhibit A.

"Administrative/Professional Position Description" means Purdue's description with that name which is attached as Exhibit B to this Agreement, as the same may be amended by Purdue from time to time, provided that any such amendment shall be consistent with the position of head football coach.

"Agreement" means this Head Football Coach Employment Agreement, including the recitals and the attached Exhibits.

"Associate Coach Agreement" means the employment agreement between the Coach and Purdue which the Parties signed on the same day as they signed this Agreement, pursuant to which Purdue hired the Coach as Purdue's associate head football coach for the period ending on December 31, 2008.

"Athletic Director" means Purdue's Director of Intercollegiate Athletics, or his or her designee.

"Base Salary" means the monthly salary of \$18,333.33, which is reflected as an annual amount of \$220,000.00 in the approved annual Purdue budget, to be paid by Purdue to the Coach under this Agreement, as the same may be increased (or decreased in accordance with Section 3.3.2.4 below) from time to time in accordance with Purdue policies or this Agreement.

"Benefits" means such benefits, in addition to salary and TIAA/CREF Contributions, as are generally provided to employees holding Administrative/ Professional Staff appointments at Purdue's West Lafayette Campus, such as medical insurance, paid vacation, paid sick leave, and other generally available benefits, as such benefits may be amended by Purdue from time to time.

"Big Ten" means the Big Ten Conference.

"Big Ten Coaches" means the group consisting of the head coaches of the intercollegiate football programs at each Big Ten university.

"Big Ten Media" means the group consisting of the two individual media representatives designated by each Big Ten university as that university's Big Ten media representatives.

"Big Ten Regulations" means the constitution, bylaws, rulings, and interpretations of the Big Ten, as the same may be amended from time to time.

"Bonus" means the bonus payment or payments to be made by Purdue to the Coach, if any, as and when specified in Exhibit C.

"Cause" shall mean:

- (i) a failure by the Coach to cure, within ten (10) days after receiving specific written notice from Purdue, (a) any neglect of or failure by the Coach to perform any of his duties or responsibilities under this Agreement, or (b) insubordination by the Coach in the performance of his employment duties or his obligations under this Agreement, provided that if said failure cannot reasonably be cured within said ten (10) day period, but the Coach diligently pursues and effects a cure as expeditiously as is reasonably possible, the Coach will be deemed to have cured the failure in a timely fashion under this Section;
- (ii) fraud or dishonesty by the Coach upon, or an act by the Coach evidencing bad faith towards, Purdue;
- (iii) conduct by the Coach which is seriously prejudicial to Purdue including, but not limited to, the conviction of, or a plea of guilty or no contest by, the Coach for a serious criminal offense, specifically including crimes involving moral turpitude, but specifically excluding minor traffic offenses and minor criminal offenses not involving moral turpitude;
- (iv) a significant violation, or repetitive violations, of Purdue, Big Ten or NCAA Regulations by the Coach, by any person under the Coach's supervision, or by a student athlete in the Program, as determined pursuant to Section 3.3.2 below; and/or
- (v) a prolonged absence from duty without the consent of the Athletic Director, other than because of temporary, verifiable illness or Permanent Disability.

"Coach" means Charles Daniel Hope.

"Director of Compliance" means the employee in the Purdue athletics department with responsibility for compliance matters.

"Disability Date" means the date on which a Permanent Disability is deemed to occur under Section 6.5.2.3 below, or the day on which a physician selected pursuant to Section 6.5.2.4 below notifies the parties that the physician has determined that the Coach has a Permanent Disability.

"Effective Date" means January 1, 2009, subject to Section 6.1.1 below.

"Extension Term" means a one-year period extending this Agreement in accordance with Section 6.1 below.

"Initial Term" means the period beginning on the Effective Date and ending on December 31, 2013.

"NCAA" means the National Collegiate Athletic Association.

"NCAA Regulations" means the constitution, bylaws, rulings, and interpretations of the NCAA, as the same may be amended from time to time.

"Outside Income" means income, benefits, or gratuities received by the Coach from any source other than Purdue or PRF, including but not limited to income and benefits from participating in radio and television coaches shows, clinics, outside speaking engagements, newspaper columns, complimentary ticket sales, endorsement contracts, and consulting contracts, and including non-cash benefits from outside sources such as club memberships, preferential housing benefits, etc.

"Party" means Purdue or the Coach, and "Parties" means both of them.

"Performance Bonus Base" means Base Salary multiplied times 12.

"Permanent Disability" means a physical or mental incapacity, determined as provided in Section 6.5.2 below, of a nature which will prevent the Coach from performing the essential functions of his duties under this Agreement, with or without a reasonable accommodation, and which is expected to last in excess of one hundred twenty (120) days.

"President" means the president of Purdue.

"PRF" means Purdue Research Foundation.

"Program" means Purdue's intercollegiate football program.

"Purdue" means Purdue University.

"Purdue Regulations" means all Purdue rules, regulations, policies and decisions as the same may be amended from time to time, including but not limited to Purdue's academic standards, requirements, and policies in regard to recruiting and maintaining the eligibility of prospective and current student-athletes.

"Term" means the period during which this Agreement remains in force, including the Initial Term and any Extension Term.

"TIAA/CREF Contributions" means the TIAA/CREF contributions which Purdue would make under its standard policy on behalf of an administrative or professional employee who receives a salary equal to the Base Salary, as said policy may be amended by Purdue from time to time.

**2.0 Employment.** Subject to the terms and conditions of this Agreement, Purdue hereby employs the Coach, and the Coach hereby accepts employment by Purdue, as the head coach of the Program.

**3.0 Duties as Head Coach.**

**3.1 Duty of Loyalty.** The Coach agrees to be a loyal employee of Purdue. The Coach will use his best efforts to make only positive and constructive public comments about Purdue policies and administrators.

**3.2 General Duties.** Under the supervision and control of the Athletic Director, the Coach will perform all duties and responsibilities attendant to the position of head coach properly, efficiently, and to the best of his ability, including the duties and responsibilities set forth in the body of this Agreement or in the Administrative/ Professional Position Description, or as may otherwise be assigned from time to time by the Athletic Director, with the limitation that all duties that may be assigned by the Athletic Director shall be reasonably related to the Coach's position of head coach of the Program. The Coach's duties and responsibilities include operating the Program in a manner which meets the revenue, personnel, and operational objectives established by the Athletic Director from time to time, following consultation with the Coach, and complying with Purdue's contractual obligations calling for the Coach's participation in marketing and sponsorship activities. The Coach is expected to work closely with a variety of athletics department and Purdue staff on all matters affecting the Program or otherwise connected with the discharge of his duties as an employee of Purdue. The Coach will consult closely with the Athletic Director and other responsible Purdue officials in connection with all decisions to hire or terminate any member of the coaching staff in the Program.

**3.3 Duty to Comply with Regulations.**

**3.3.1 Scope of Duty.** The Coach will comply with all applicable provisions of the Purdue, Big Ten, or NCAA Regulations, and will require all persons under the Coach's supervision and all student athletes in the Program to do the same. If the Coach has actual knowledge that a violation of Purdue, Big Ten or NCAA Regulations, has or may have taken place, the Coach shall promptly report the violation or potential violation to the Athletic Director and to the Director of Compliance.

**3.3.2 Violations.**

**3.3.2.1** The Coach shall be subject to disciplinary action under this Agreement, in addition to any discipline to which the Coach may be subject under Purdue, Big Ten, or NCAA Regulations, if (i) Purdue determines that the Coach has violated Purdue Regulations, (ii) Purdue or the Big Ten determines that the Coach has violated Big Ten Regulations, or (iii) Purdue or the NCAA determines that the Coach has violated NCAA Regulations, including but not limited to any NCAA violation which may have occurred during

any prior employment of the Coach at another NCAA member institution and for which the NCAA could hold the Coach responsible.

**3.3.2.2** The Coach shall be subject to disciplinary action under this Agreement in addition to any discipline which the Coach may be subject under Purdue, Big Ten, or NCAA Regulations, if (i) Purdue determines that any person under the Coach's supervision or any student athlete in the Program has violated Purdue Regulations, (ii) Purdue or the Big Ten determines that any person under the Coach's supervision or any student athlete in the Program has violated Big Ten Regulations, or (iii) Purdue or the NCAA determines that any person under the Coach's supervision or any student athlete in the Program has violated NCAA Regulations, and if the Coach has actual knowledge of such violation of Purdue, Big Ten, or NCAA Regulations and does not promptly report the same in accordance with Section 3.3.1 above.

**3.3.2.3** The Coach shall be subject to disciplinary action under this Agreement in addition to any discipline which the Coach may be subject under Purdue, Big Ten, or NCAA Regulations, if (i) Purdue determines that any person under the Coach's supervision or any student athlete in the Program has violated Purdue Regulations, (ii) Purdue or the Big Ten determines that any person under the Coach's supervision or any student athlete in the Program has violated Big Ten Regulations, or (iii) Purdue or the NCAA determines that any person under the Coach's supervision or any student athlete in the Program has violated NCAA Regulations, and if the Coach in the exercise of due care in the performance of his duties as head coach of the Program reasonably should have known of such violation of Purdue, Big Ten, or NCAA Regulations and does not promptly report the same in accordance with Section 3.3.1 above. In accordance with NCAA by-law 11.1.2.1, it shall be the responsibility of the Coach to promote an atmosphere for compliance within the program supervised by the Coach and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the Coach. If the Coach has knowledge of any information that would reasonably be considered by a person in Coach's position as a possible violation of Purdue, Big Ten or NCAA Regulations, he shall immediately report such information in accordance with Section 3.3.1 above.

**3.3.2.4** Discipline under this Agreement may include, but is not necessarily limited to, suspension without pay, a reduction in compensation hereunder, or, subject to the procedures in Section 6.3.2 below, termination of this Agreement for Cause.

**4.0** **Compensation.** Subject to the other terms and conditions of this Agreement, Purdue will (i) pay the Coach the Base Salary, contribute TIAA/CREF Contributions on the Base Salary, and provide Benefits, (ii) pay or provide the Additional Fixed Compensation in accordance with **Exhibit A**, and (iii) pay the Coach the Bonus payment or payments, if any, to be paid to the Coach in accordance with **Exhibit C**.

**5.0** **Outside Income and Activities.** Purdue recognizes that the Coach may be offered opportunities to receive Outside Income and to participate in outside activities. The Coach may only accept such opportunities on the following terms and conditions.

**5.1** **Obligations To Purdue Are Primary.** The Coach shall not accept any offer of Outside Income requiring the Coach to engage in activities that would interfere with the full and complete performance by the Coach of his duties under this Agreement and otherwise as a Purdue employee.

**5.2** **Compliance With Regulations.** The Coach shall not accept any Outside Income

if such action would violate NCAA Regulations, Big Ten Regulations, and/or Purdue Regulations.

**5.3 Purdue Procedures.** The Coach shall not (i) accept any athletically-related Outside Income without requesting and obtaining the prior written approval of the Athletic Director, or (ii) engage in any activity involving a conflict of interest, or engage in any outside activity, or accept any Outside Income, without first making all disclosures and obtaining all approvals required by Purdue procedures, with decisions regarding approvals not to be unreasonably delayed.

**5.4 No Purdue Responsibility.**

**5.4.1 No Guarantee.** Purdue does not promise or guarantee in any way that the Coach will receive Outside Income or will be offered the opportunity to participate in outside activities. The Athletic Director will not unreasonably delay his decision regarding approval when reviewing a request by the Coach to receive Outside Income and/or to engage in outside activities, but Purdue has no obligation to approve any requests by the Coach to receive Outside Income or to engage in outside activities.

**5.4.2 No Liability.** Purdue shall have no liability to the Coach at any time in connection with the payment of Outside Income, any termination of Outside Income (whether due to a termination of this Agreement for any reason, or to any other cause), or the absence of opportunities for the Coach to earn Outside Income or participate in outside activities.

**6.0 Term and Termination.**

**6.1 Term.**

**6.1.1 If the Associate Head Coach Agreement is Terminated Prematurely.** If the Associate Head Coach Agreement is terminated for any reason prior to December 31, 2008, this Agreement shall be automatically terminated and cancelled in its entirety, and shall have no further force or effect. In that event, neither Party shall have any liability or obligation to the other under, or owe any damages in connection with, this Agreement or its termination, but Purdue shall be responsible for payment due pursuant to the Associate Head Coach Agreement.

**6.1.2 If the Associate Head Coach Agreement is not Terminated Prematurely.** If the Associate Head Coach Agreement is not terminated prior to December 31, 2008, this Agreement shall remain in force during the Initial Term and during any Extension Term, unless terminated earlier pursuant to the following provisions. At least ninety (90) days prior to the expiration of the Initial Term or any Extension Term, the Parties will consult with each other to determine the extent of their mutual interest in extending this Agreement, and the terms and conditions of any such extension. At the end of the Initial Term or any Extension Term, this Agreement shall be automatically extended for an additional Extension Term unless either Party shall have given the other Party written notice at least sixty (60) days before the end of the expiring Initial Term or Extension Term (as the case may be) that the notifying Party intends not to extend this Agreement.

**6.2 Termination By Purdue Without Cause.**

**6.2.1 Written Notice.** Purdue may terminate this Agreement and the Coach's employment by Purdue at any time, for any reason or no reason, by providing written notice to

the Coach at least thirty (30) days before the termination will take effect.

**6.2.2 Buy-Out Payment.** If Purdue exercises this right, Purdue will (i) pay or provide any Base Salary, TIAA/CREF Contributions, Benefits, Additional Fixed Compensation, and Bonus which have accrued through the date on which termination takes effect, and (ii) pay a buy-out payment to the Coach equal to the Base Salary then in effect multiplied times the lesser of (a) the number of months then remaining in the Initial Term or any Extension Term, with partial months pro-rated on a daily basis, or (b) forty-eight (48) months. It is further understood and agreed that in the event of such termination by Purdue that Purdue shall pay such amount in a single lump sum payment within sixty (60) days of termination of this Agreement and the Coach's employment.

**6.2.3 Effect of Payment.** Upon making the payments specified in Section 6.2.2 above, Purdue shall have no further obligation to make any payments or to provide any Benefits or other consideration under this Agreement or otherwise.

### **6.3 Termination By Purdue With Cause.**

**6.3.1 Effect of Termination With Cause.** Purdue may terminate this Agreement and the Coach's employment at any time if Cause is found under Section 6.3.2 below. If Purdue terminates this Agreement for Cause, Purdue will pay or provide any Base Salary, TIAA/CREF Contributions, Benefits, Additional Fixed Compensation and Bonus which have accrued through the date on which termination takes effect, and shall have no further obligation to make any payments or to provide any Benefits or other consideration under this Agreement or otherwise.

**6.3.2 Procedure for Termination With Cause.** Purdue shall provide written notice to the Coach at least ten (10) days in before the termination will take effect if Purdue intends to terminate this Agreement for Cause, which notice shall include a statement of the charges against the Coach. In that event, the President or the President's designee shall schedule a hearing to determine if Cause exists. The hearing shall consist of an explanation of Purdue's evidence and an opportunity for the Coach to present his side of the story. The Coach may have an advisor present who may consult with the Coach but who may not actively participate in the proceeding. The decision of the President or the President's designee at such hearing shall be Purdue's final decision. The procedures contained in this subsection shall provide the exclusive framework within Purdue for addressing the existence of Cause and for imposing any discipline, including termination, if Cause is found. This subsection applies in lieu of all other Purdue procedures which might otherwise be applicable. The Coach shall thereafter retain all of his rights to pursue further relief under Section 7.9 below.

### **6.4 Termination by the Coach.**

**6.4.1 Written Notice.** The Coach may terminate this Agreement and the Coach's employment by Purdue at any time, for any reason or no reason, by providing written notice to Purdue thirty (30) days before the termination will take effect, unless the parties then agree on a different effective date. Purdue will pay or provide any Base Salary, TIAA/CREF Contributions, Benefits, Additional Fixed Compensation and Bonus which have accrued through the effective date of termination.

**6.4.2 Buy-out Payment.** If the Coach exercises this right, the Coach will pay a buy-out payment to Purdue equal to the Base Salary then in effect multiplied times the lesser of