

**FIRST
AMENDMENT TO EMPLOYMENT AGREEMENT**

The Employment Agreement ("Agreement") entered between Washington State University ("University") and Paul Wulff ("Employee") for the term beginning December 12, 2007, is hereby amended as follows:

Paragraph 3.2.3.2 of the existing Agreement is stricken in its entirety and replaced with the following:

3.2.3.2 Pre-Season or Regular Season Competition. The University will provide the Employee's spouse and two (2) additional individuals the opportunity to travel with the Football team during regular season competition. When a regular season competition or associated travel coincides with Thanksgiving Day, the University will provide the Employee's minor, dependent children the opportunity to travel with the Football team in lieu of the two (2) additional individuals. Compensation paid by the University shall not exceed costs associated with bringing the Employee's spouse, plus two (2) additional individuals or Employee's minor, dependent children, as applicable, including but not limited to airfare, lodging, and costs of admission to the game and related events. Employee understands and acknowledges that the value of such travel may be considered income to the Employee and will be so reported by the University. Travel expenses shall be paid in accordance with applicable IRS regulations.

All other provisions of the Agreement between Washington State University and Employee remain in full force and effect.

Acknowledgement

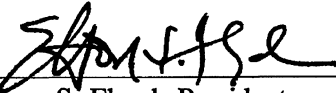
Employee acknowledges that he has read and understands the foregoing provisions of this Amendment, and that such provisions are reasonable and enforceable and that he agrees to abide by the Agreement and this Amendment and the terms and conditions set forth herein. Employee further acknowledges that he has been provided an opportunity to seek the advice of legal counsel before entering into this Agreement Amendment.

IN WITNESS THEREOF, The President and the Employee have executed this Agreement by the signatures affixed hereto.

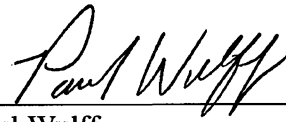
TERMS AND CONDITIONS of this appointment are hereby accepted by:

WASHINGTON STATE UNIVERSITY


PAUL WULFF



Elson S. Floyd, President
Date: 10/01/08




Paul Wulff
Date: 9-7-08



James M. Sterk, Director of Athletics
Date: Sept 5, 2008

Approved as to form:



Attorney General's Office
9-30-2008

Date

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made this 12th day of December, 2007 between Washington State University ("University") and Paul Wulff ("Employee").

1. Employment Position

1.1 Employment as Employee of University. The Employee shall serve as the Head Coach of the University's intercollegiate Football program and shall perform the duties outlined in section 1.2 herein during the term of this Agreement.

1.2 Description of Employee's Responsibilities.

1.2.1 Recognition of Duties. The Employee agrees to devote his best efforts to the performance of his duties for the University, and to comply with and support all rules, regulations, policies, and decisions established or issued by the University. The Employee agrees to abide by all provisions of law, including the Washington State Ethics Law, RCW 42.52. The Employee agrees during the term of this Agreement that he will not engage directly or indirectly in any business that would detract from his ability to perform his duties in violation of the State of Washington's Ethics in Public Service law. The Employee also agrees not to usurp any economic opportunities of the University in violation of the state's Ethics in Public Service law. The Executive Ethics Board, its Executive Director, or WSU's internal auditor, shall determine if the Employee has violated the state's Ethics law.

1.2.2 General Duties and Responsibilities. As Head Coach of the Football program, the Employee agrees to perform his specific duties and responsibilities (described in Section 1.2.3) to the best of his ability. The Employee further agrees that he is primarily responsible for the supervision, evaluation, performance and day-to-day operation of the University's Football program. The Employee agrees to abide by and comply with the constitution, bylaws and interpretations of the National Collegiate Athletic Association ("NCAA"), the Pacific-10 Conference ("Pac-10"), and all NCAA, Pac-10 and University rules and regulations relating to the conduct and administration of the Football program. The Employee shall promptly report any violation of such rules or regulations to the Athletic Director, Director of Compliance, or Faculty Athletic Representative of the University. The Employee agrees to follow the University's academic standards related to the recruitment and eligibility of prospective and current student-athletes to the Football program. The Employee and members of his staff, including assistant coaches, shall follow the University's academic standards, and requirements and policies at all times.

1.2.3 Specific Duties and Responsibilities. The Employee is accountable for the following list of specific duties and responsibilities. This list supplements the Employee's other general duties and responsibilities provided elsewhere in this Agreement.

- a. Integrate the Football program into the whole spectrum of academic life to complement the University and its mission in the state and community.
- b. Evaluate, recruit, train, and develop student-athletes to compete successfully against major college competition in a quality Division I-A Football program.
- c. Maintain a competitive Football program consistent with the Athletic Director's goals, which will reasonably be established upon consultation with the Employee.
- d. Cooperate with and support the University's faculty and administrative officials to ensure that student-athletes participating in the Football program meet all academic requirements.
- e. Conduct the Football program with integrity and maintain financial responsibility consistent with the Football program budget, standards and reasonable expectations of the athletic department and the University.

- f. Recommend to the Athletic Director the appointment and discharge of assistant Football coaches. Employee and the Athletic Director shall consult regarding those issues and make reasonable efforts to reach agreement. The Athletic Director shall then make the final decision.
 - g. Manage the Football program, including, but not limited to, assisting the Athletic Director, or his designee, with Football budget preparation and administration, and the supervision, and evaluation of the Football program's staff.
 - h. Under the direction of the Athletic Director, participate in events, activities, and/or efforts to foster support for the University's athletic department and/or the Football program.
 - i. The Athletic Director or his designee may reasonably assign other duties from time to time that are consistent with customary duties of a Head Football Coach at a Division I-A /Bowl Championship Series (BCS) Conference Football program.
- 1.3 Employee Subject to Discipline for Violations of NCAA Rules and Regulations. The Employee shall be subject to disciplinary or corrective action, as defined by the NCAA enforcement procedures, for violating NCAA rules and regulations.
- 1.4 Reporting Relationship. The Employee shall report to the Athletic Director. If the Athletic Director is absent, the Employee shall report to the Athletic Director's designee.
- 1.5 Staffing. The University will provide Employee with a full-time staff as allowed by NCAA and PAC-10 rules. In addition, the University will provide the Employee with one (1) full-time administrative assistant and two (2) student assistants that report directly to Employee
- 1.6 Scheduling. Employee shall consult with the Athletic Director regarding the scheduling of non-conference opponents of Football team and those individuals shall cooperatively establish non-conference games, taking into account all relevant factors and without any one factor dictating the result. The Athletic Director shall determine the final schedule.
2. Term of Employment. The University employs and the Employee accepts employment for a five (5) year term, beginning on December 12, 2007, and ending on December 31, 2012, subject to the extensions as set forth herein. Employee's term of employment is subject to prior termination in accord with Section 4.
3. Compensation. In consideration for the promises he has made by entering into this Agreement, Employee shall be entitled to the following forms of compensation. All University payments are subject to normal deductions and withholding for state, local and federal taxes and for any retirement or other benefits Employee is entitled to or participates in, and are subject to the terms and conditions of Section 4 concerning termination of this Agreement.
- 3.1 Base Salary. University shall pay Employee an annual base salary of \$200,000 for services and satisfactory performance of the terms and conditions of this Agreement. The University's payment shall be made in accord with payroll dates and procedures applicable to general University employees.
- 3.2 Fringe Benefits. During the term of this Agreement, University will provide Employee with the fringe benefits described in this Section 3.2 and no others.
- 3.2.1 Standard University Fringe Benefits. The Employee shall be entitled to the standard University fringe benefits, including group life insurance, family medical coverage, and retirement plan contributions. If any benefit/consideration is based in whole or in part upon the compensation paid to the Employee, such benefit/consideration shall be made based solely on the Base Salary provided for in Section 3.1 and the Collateral Compensation provided for in Section 3.3 hereof. Notwithstanding the above, the