

PAYROLL CHANGE - MONTHLY STAFF

(1) NATURE OF APPOINTMENT OR CHANGE

NEW APPOINTMENT CONTINUING EMPLOYMENT ACADEMIC YEAR BASIS
 REAPPOINTMENT PROMOTION FISCAL YEAR BASIS
 TERMINATION OF EMPLOYMENT CHANGE IN NORMAL PAY SPECIAL PAYMENT (SPECIFY):
 OTHER (SPECIFY): Raise for contract period 1/1/07 thru 12/31/07

(2) SOCIAL SECURITY NO. _____ (3) Name Tiller Joseph H.
LAST FIRST MIDDLE INITIAL

(4) EFFECTIVE DATE January 1, 2007 (5) TERMINATION DATE** _____
MONTH DAY YEAR MONTH DAY YEAR

**NOTE: TO BE USED ONLY IF STAFF MEMBER IS TERMINATING ALL UNIVERSITY EMPLOYMENT.

(6) TITLE % OF FULL TIME

PRESENT Head Football Coach 100

PROPOSED Head Football Coach 100

FOR PAYROLL OFFICE USE

IN

(7) EMPLOYEE IS EXPECTED TO BE ON STAFF: LESS THAN 5 MONTHS; 5 TO 12 MONTHS; 12 TO 24 MONTHS; MORE THAN 24 MONTHS.
 (GROUP INSURANCE AND RETIREMENT PLAN PARTICIPATION WILL BE BASED ON ITEM CHECKED IN LINE ABOVE)

PRESENT STATUS

(8) DEPARTMENT NAME	(9) DEPT. NUMBER	(10) CASH PAY		(11) ANNUAL \$ RATE	(12) FULL TIME PERIOD \$ RATE	(13) PERQUISITE PERIOD \$ RATE	(14) POSITION CODE	(15) POSITION NO.	(16) CHECK HOME DEPT.
ICA	1790	19,250.00	231,000	19,250.00			0020A12	230	

PROPOSED STATUS

(8) DEPARTMENT NAME	(9) DEPT. NUMBER	(10) PERIOD \$ RATE	(11) ANNUAL \$ RATE	(12) FULL TIME PERIOD \$ RATE	(13) PERQUISITE PERIOD \$ RATE	(14) POSITION CODE	(15) POSITION NO.	(16) CHECK HOME DEPT.
ICA	1790	20,212.50 ✓	242,550	20,212.50		0020A12	230	

(17) CHANGE IN NORMAL PAY

(A) FIRST PERIOD'S PAY DIFFERENT FROM NORMAL PAY, INDICATE:
 (B) FINAL PERIOD'S PAY DIFFERENT FROM NORMAL PAY, INDICATE:
 (C) ANY OTHER PERIOD'S PAY DIFFERENT FROM NORMAL PAY, INDICATE:

MONTH	FRACTION OF PERIOD	\$ AMOUNT

(18) REASON OR EXPLANATION: 5% Merit Inceas = \$11,550

FOR PAYROLL OFFICE USE

(19) REQUEST FOR BUDGET TRANSFER

FROM:	Res. Code	Fund	Account Number		Dept. Ref.	AMOUNT
			Dept. - Proj.	Object		

FOR BUSINESS OFFICE USE BUDGET _____ PAY RECORD _____ INSURANCE _____ T.I.A.A. _____ BUDGET TRANSFER NO. _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">RECOMMENDED - HEAD OF DEPARTMENT</td> <td style="width: 40%;">DATE</td> </tr> <tr> <td style="text-align: center;"><i>Mary Beth</i></td> <td style="text-align: center;">1-22-07</td> </tr> <tr> <td>RECOMMENDED - DEAN OR DIRECTOR</td> <td>DATE</td> </tr> <tr> <td style="text-align: center;"><i>Mary Beth</i></td> <td style="text-align: center;">1-22-07</td> </tr> <tr> <td>RECOMMENDED - BUSINESS OFFICE</td> <td>DATE</td> </tr> <tr> <td style="text-align: center;"><i>Sharon Ingersoll</i></td> <td style="text-align: center;">1-23-07</td> </tr> <tr> <td style="text-align: center;"><i>Fay Powell</i></td> <td style="text-align: center;"><i>Maile Cash 1/23/07</i></td> </tr> </table>	RECOMMENDED - HEAD OF DEPARTMENT	DATE	<i>Mary Beth</i>	1-22-07	RECOMMENDED - DEAN OR DIRECTOR	DATE	<i>Mary Beth</i>	1-22-07	RECOMMENDED - BUSINESS OFFICE	DATE	<i>Sharon Ingersoll</i>	1-23-07	<i>Fay Powell</i>	<i>Maile Cash 1/23/07</i>	APPROVED PRESIDENT'S OFFICE PURDUE UNIVERSITY JAN 23 PM 4:31 <i>M.P. Hsieh</i> FOR THE PRESIDENT
RECOMMENDED - HEAD OF DEPARTMENT	DATE															
<i>Mary Beth</i>	1-22-07															
RECOMMENDED - DEAN OR DIRECTOR	DATE															
<i>Mary Beth</i>	1-22-07															
RECOMMENDED - BUSINESS OFFICE	DATE															
<i>Sharon Ingersoll</i>	1-23-07															
<i>Fay Powell</i>	<i>Maile Cash 1/23/07</i>															

PAYROLL CHANGE - MONTHLY STAFF

(1) NATURE OF APPOINTMENT OR CHANGE
 NEW APPOINTMENT
 REAPPOINTMENT
 TERMINATION OF EMPLOYMENT
 OTHER (SPECIFY): 2 of 2 semi-annual installments per new agreement between PU and Nike
 CONTINUING EMPLOYMENT
 PROMOTION
 CHANGE IN NORMAL PAY
 ACADEMIC YEAR BASIS
 FISCAL YEAR BASIS
 SPECIAL PAYMENT (SPECIFY):

(2) SOCIAL SECURITY NO. _____ (3) Name Tiller Joseph H.
LAST FIRST MIDDLE INITIAL
 (4) EFFECTIVE DATE January 1, 2007 (5) TERMINATION DATE** January 31, 2007
MONTH DAY YEAR MONTH DAY YEAR

NOTE: TO BE USED ONLY IF STAFF MEMBER IS TERMINATING ALL UNIVERSITY EMPLOYMENT. **TERMINATION OF OVERLOAD ONLY
 (6) TITLE Head Football Coach % OF FULL TIME 100
 PRESENT Head Football Coach PROPOSED Overload - Head Football Coach

FOR PAYROLL OFFICE USE
CB

(7) EMPLOYEE IS EXPECTED TO BE ON STAFF: LESS THAN 5 MONTHS; 5 TO 12 MONTHS; 12 TO 24 MONTHS; MORE THAN 24 MONTHS.
 (GROUP INSURANCE AND RETIREMENT PLAN PARTICIPATION WILL BE BASED ON ITEM CHECKED IN LINE ABOVE)

PRESENT STATUS

(8) DEPARTMENT NAME	(9) DEPT. NUMBER	(10) CASH PAY		(11) ANNUAL \$ RATE	(12) FULL TIME PERIOD \$ RATE	(13) PERQUISITE PERIOD \$ RATE	(14) POSITION CODE	(15) POSITION NO.	(16) CHECK HOME DEPT.
ICA	1790	20,212.50	242,550		20,212.50		0020A12	230	

PROPOSED STATUS

ICA - Overload	1050	50,000.00	600,000		20,212.50		0020A12		
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(17) CHANGE IN NORMAL PAY
 (A) FIRST PERIOD'S PAY DIFFERENT FROM NORMAL PAY, INDICATE:
 (B) FINAL PERIOD'S PAY DIFFERENT FROM NORMAL PAY, INDICATE:
 (C) ANY OTHER PERIOD'S PAY DIFFERENT FROM NORMAL PAY, INDICATE:

(18) REASON OR EXPLANATION:
Semi-annual installment per new agreement between PU and Nike. Amounts to be determined by Athletic Director. Note: \$37,500 plus balance due from July 1 of \$12,500
 FOR PAYROLL OFFICE USE

(19) REQUEST FOR BUDGET TRANSFER

FROM:	Res. Code	Fund	Account Number		Dept. Ref.	AMOUNT
FROM:			Dept. - Proj.	Object		
TO:						
TO:						

FOR BUSINESS OFFICE USE

RECOMMENDED - HEAD OF DEPARTMENT Mary Beth DATE 1-22-07
 RECOMMENDED - DEAN OR DIRECTOR Mary Beth DATE 1-22-07
 RECOMMENDED - BUSINESS OFFICE Sharon Engler DATE 1-23-07
Fay Duncell M. Pugh 1/23/07 1/21/07

APPROVED
 PRESIDENT'S OFFICE
 PURDUE UNIVERSITY
 2007 JAN 24 4:34
MC Jackson
 FOR THE PRESIDENT

PURDUE UNIVERSITY
ADMINISTRATIVE/PROFESSIONAL EMPLOYMENT
West Lafayette Campus

TO: Joseph H. Tiller
Social Security No. [REDACTED]

TOTAL FTE: 1.0

DEPARTMENT: Intercollegiate Athletics

POSITION CLASSIFICATION: 0050A12

TITLE: Head Coach for
Football

EFFECTIVE DATE OF AGREEMENT: January 1, 2000

ANNUAL UNIVERSITY BASE SALARY: \$ 175,000

THIS AGREEMENT supplements and amends the terms of employment as set forth in Form 19A/P of even date herewith to which this Supplement is attached.

Identification of Terms: Throughout this Agreement Purdue University shall be referred to as the "University" and Joseph H. Tiller shall be referred to as the "Coach".

ARTICLE I

Purpose

1.01. The University and the Coach have entered into this Agreement, a long-term commitment by the University and by the Coach is critical to the University's desire to run a stable athletic program. The University and the Coach agree that head coaches of intercollegiate teams at the University conduct their professional activities under circumstances unique in the family of University employees, including evaluation and scrutiny of team performances by the public and media and controlled by external rules and regulations. These circumstances justify job security and commitment by the Coach longer than one year. The Coach desires to obtain the opportunities of employment with the University which are set forth in this Agreement. For these reasons, the University has agreed to employ the Coach and the Coach has promised to be employed by the University upon the following terms and conditions.

ARTICLE II

Confidentiality

2.01. It is the desire of the parties that the terms and conditions of this Agreement shall be kept strictly confidential. Thus, each party agrees to keep the terms and conditions of this Agreement confidential and to refrain from disclosing the terms and conditions of this Agreement without the advance written permission of the other party, unless disclosure by the University is required by law. Furthermore, it is understood and agreed that disagreements between the parties over any term or condition of this Agreement shall be treated confidentially and that the parties and their representatives (except to the extent required by law) shall not publicize to third parties, other than immediate family or those participating directly in negotiations over the matter, the fact of a disagreement or its submission to arbitration pursuant to the terms of Section 7.01 of this Agreement. The parties further agree that they will not give access to this Agreement to anyone without the prior written consent of the other party hereto, except to the extent disclosure by the University is required by law or to the extent the University desires to participate in salary surveys. It is agreed, however, that the University and the Coach may issue a joint press release concerning this Agreement and any extension or modification thereof which may describe the terms and conditions thereof in general terms and the parties may thereafter repeat the details set forth in the press release, but otherwise the parties shall treat the details of this Agreement confidentially.

ARTICLE III

Position

3.01. Employment of Coach by University Subject to Reassignment. The Coach is hereby employed by the University. Throughout the term of this Agreement, except as provided in Section 5.02, the Coach shall use his best full-time energies and abilities for the exclusive benefit of the University. The Coach shall serve initially as the Head Coach of the University's intercollegiate football team and it is the goal of the parties that the Coach shall serve as the Head Coach of such team throughout the term of this Agreement. It is understood by the parties, however, that the University retains the right to assign the Coach to other positions with different duties during the term of this Agreement. In no event, however, will the Coach be assigned to any position which is not consistent with his education and experience. If the University makes a decision to reassign the Coach and the

Coach refuses to accept such reassignment, then the University may terminate this Agreement pursuant to the terms and conditions for termination by the University as set forth in Section 6.01(b) hereof.

If the University reassigns the Coach, the Coach shall continue to receive his base salary for the number of months remaining in the then current term of this Agreement; thereafter, his salary shall be that paid by the University to persons in comparable positions.

3.02. Description of Coach's Responsibilities. The Coach agrees to be a loyal employee of the University. The Coach agrees to devote his best efforts full-time to the performance of his duties for the University, to give proper time and attention to furthering his responsibilities to the University and to comply with all rules, regulations, policies and decision established or issued by the University. The Coach recognizes that his statements about the University and its administrators are often publicized and he agrees to use his best efforts to keep positive and constructive in tone any public comments he makes about University policies or actions taken by senior administrators. The Coach also agrees that notwithstanding the provisions of Section 5.02, during the term of this Agreement, he will not engage, directly or indirectly, in any business or other activity which would detract from his ability to apply his best efforts to the performance of his duties hereunder. The Coach also agrees not to usurp any corporate opportunities of the University.

During the period in which the University employs the Coach as Head Coach of the University's intercollegiate football team, the Coach agrees to undertake and perform properly, efficiently, and to the best of his ability and consonant with the standards of the University, under the direct supervision and control of the Athletic Director, or his designee, all duties and responsibilities attendant to said position, including those described in the Administrative and Professional Position Description. The Coach further agrees to abide by and comply with the Constitution, Bylaws and interpretations of the National Collegiate Athletic Association ("NCAA") and all NCAA, Big Ten and University rules and regulations relating to the conduct and administration of the football program, including recruiting rules as now constituted or as any of the same may be amended during the term hereof. In the event that the Coach becomes aware, or has reasonable cause to believe, that violations of such Constitution, Bylaws, interpretations, rules or regulations may have taken place, he shall report the same promptly to the Athletic Director of the University. The Coach agrees to adhere to, respect and follow the academic standards and requirements of the University in regard to the recruiting and eligibility of prospective and current student-athletes. All academic standards, requirements and policies of the University shall also be observed by the Coach and members of his staff, including Assistant Coaches, at all times and shall not be compromised or violated at any time.

If the Coach is reassigned to a different position pursuant to the provisions of Section 3.01 hereof, he will undertake and perform properly, efficiently, to the best of his ability and consonant with the standards of the University, all duties and responsibilities delegated to him by the University as part of such position and shall comply with all of the provisions of this Agreement applicable to such position.

The position of Head Coach of the University's intercollegiate football program is a specialized professional position. By holding this position, the Coach is not eligible for tenure. The Coach is responsible for directing the men's intercollegiate football program. The Coach shall be directly accountable for:

- (i) operating the program in a manner which generates revenue levels that meet or exceed short-term and long-term financial objectives; and
- (ii) operating the program in a manner which meets the short-term and long-term personnel and operational objectives

all as determined and fixed by the Athletic Director from time to time.

3.03. Discipline for Violation of NCAA Rules and Regulations. If the Coach is found to be in violation of NCAA rules and regulations, whether while employed by the University or during prior employment at another NCAA member institution, the Coach shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures. The Coach may be suspended for a period of time without pay, or the employment of the Coach may be terminated as provided in Section 6.01(b) hereof if the Coach is found to have been involved in serious or intentional violations of NCAA, Big Ten Conference or University rules and regulations.

3.04. Reporting Relationship. The Coach shall report to the Athletic Director or to such other person as may be designated from time to time by the Athletic Director as the Coach's reporting superior.

The Coach's job duties and responsibilities shall be reviewed, revised and assigned from time to time by the Coach's reporting superior, whether it be the Athletic Director or some other person. As of the beginning of this Agreement, the job duties and responsibilities assigned to the Coach are those set forth in Section 3.02 hereof. The Coach is expected to work closely with a variety of Athletic Department and University staff on all matters affecting the intercollegiate football program or otherwise connected with the discharge of his duties as an employee of the University.

ARTICLE IV

Term of Employment

4.01. The term of this Agreement shall be for a period of seven years beginning on January 1, 2000 and expiring on the 31st day of December, 2007, subject to automatic renewal as hereafter provided. Unless either party shall in writing notify the other of an intention not to renew this Agreement on or before the 30th day of November, 2007, or the 30th day of November of any year in any renewal term of this Agreement, or unless this Agreement is terminated in accordance with the provisions set forth in Article VI hereof, this Agreement shall, without further action being required by the parties, be automatically renewed for consecutive terms of one year, each beginning on the 1st day of January. It is the express intention of the parties by this Section 4.01 to provide for an automatic renewal of this Agreement for a new term of one year beginning each January 1, unless either of the parties shall express to the other in writing an intention not to so renew and extend this Agreement or unless the Agreement is terminated in accordance with the provisions set forth in Article VI hereof.

ARTICLE V

Compensation

5.01. Direct Compensation. The Coach shall be entitled to the annual base salary set forth above (plus any annual increases), together with appropriate related contributions to TIAA/CREF, and such medical insurance, vacation and other benefits as are generally available to persons holding Administrative/Professional Staff appointments at the West Lafayette Campus of the University. In addition, as long as he holds the position of head coach for the University's football program, the Coach:

(a) will be entitled to an amount equal to the established Athletic Department rate for a Head Coach in connection with services rendered by him at the University summer camps;

(b) will receive one season pass to the University golf course and to the University Co-Recreational Gymnasium; and

(c) will be furnished the use of an automobile; provided that the University's obligation in this regard is subject to the availability of automobiles through the Lafayette New Car Dealers Association, and in the event that there are not a sufficient number of cars available, assignment of automobiles will be done by and at the sole discretion of the University Athletic Director.

5.02. Outside Employment. The University expects, but does not represent, that the Coach may be offered opportunities to receive supplemental income and benefits from outside sources during the term of this Agreement, such as:

(a) Arrangements with the Purdue Alumni Foundation to perform services for the Foundation, such as personal appearances and participation in various John Purdue Club and Alumni meetings, other Foundation-related functions and fund-raising activities, and radio and television "coaches shows";

(b) Offers from others to engage in various outside paid activities such as clinics, outside speaking engagements, newspaper columns, endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers, or commercial vendors of other products or services, etc. (either for cash payments or for the furnishing of other economic benefits).

The University agrees that the Coach shall have the opportunity to earn outside income, but only on the following terms and conditions:

(a) University Obligations are Primary. All outside activities shall not interfere with the full and complete performance by the Coach of his duties and obligations as a University employee, recognizing always that the Coach's primary obligations lie with the University and its students.

(b) NCAA Rules Control. In no event shall the Coach accept or receive directly or indirectly any monies, benefits or other gratuity whatsoever from any person, corporation, University booster club or alumni association or other benefactor if such action would violate NCAA legislation or the Constitution, Bylaws, rules or regulations or interpretations thereof of the NCAA or the Big Ten Conference as now or hereafter enacted. Changes in such legislation, Constitution, Bylaws,

rules and regulations or interpretations thereof shall automatically apply to this Agreement without the necessity of a written amendment or modification. Further, the Coach is required to report annually, in writing or orally, all athletically-related income and benefits from sources outside the University, through the University Athletic Director to the President of the University.

(c) University Approval. Prior to accepting any offer of outside employment, the Coach shall be required to submit a President's Office Form 32, requesting advance approval and shall not accept any such offers without receiving such prior written approval from the President of the University or his designee. Requests for approval of any renewal of any such offers must be submitted in advance, at least annually. The University obviously cannot and does not promise that the Coach will receive any such offers for outside paid activities, nor shall the University be liable to the Coach in any way for its refusal to grant approval of any such offer which the Coach may receive.

(d) University is not Liable. Such activities are independent of the Coach's University employment and the University shall have no responsibility or a liability for any claims arising therefrom.

(e) Coach Retains all Revenues. Except for the limitations on outside compensation as established by or set forth in this Agreement and in the Constitution, Bylaws, rules and regulations and interpretations thereof of the University, the Big Ten Conference and the NCAA, the Coach shall be entitled to retain all revenues generated by such outside activities.

ARTICLE VI

Termination

6.01. Termination by University. The Coach recognizes that his promise to remain as a University employee through the entire term of this Agreement is of the essence of this Agreement to the University. It is also recognized, however, that certain limited circumstances may make it appropriate for the University to terminate this Agreement prior to the completion of its entire term.

(a) Automatic Termination Upon Death or Disability of Coach. This Agreement shall terminate automatically if the Coach dies, if he become totally disabled within the meaning of the University's disability insurance for employees of the Coach's staff classification so that he qualifies under the University's long-term disability plan, or if the Coach becomes permanently disabled. "Permanently disabled" shall mean physical or mental incapacity of a nature which prevents the Coach, in the sole judgment of the University, from performing his duties under this Agreement for a period of sixty (60) consecutive days.

If this Agreement is terminated pursuant to this Section because of the Coach's death, the Coach's salary and all other benefits shall terminate as of the end of the calendar month in which the death occurs, except that the Coach's personal representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan in effect on the date of his death (whether now in force or hereafter adopted by the University) and due the Coach thereunder.

If this Agreement is terminated pursuant to this Section because of the Coach's total disability or permanent disability, the Coach's salary and other benefits shall terminate as of the end of the calendar month in which this contract is terminated, except that the Coach shall continue to be paid all benefits under any University benefit plan in force on the date of termination of this Agreement for which University employees of the Coach's staff classification are then eligible.

(b) Termination by University for Just Cause. The University shall have the right to terminate this Agreement for just cause prior to its normal expiration on December 31, 2007. The term "just cause" shall include, in addition to and as examples of its normally understood meaning in employment contracts, any of the following:

(i) Deliberate and serious violations of the duties outlined in Section 3.02 of this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of the Coach's abilities;

(ii) Violations by the Coach of any of the other terms and conditions of this Agreement not remedied after seven (7) days written notice thereof to the Coach;

(iii) Situations in which the University determines that the best interests of the University and of its intercollegiate football program require that the Coach no longer retain the position of Head Coach of the University's intercollegiate football team and the Coach does not accept reassignment of responsibilities in accordance with the provisions of Section 3.01 hereof;

(iv) Any conduct of the Coach in violation of any criminal statute of moral turpitude;

(v) A serious or intentional violation of any law, rule, regulation, constitutional provision, bylaw or interpretation of the University, the Big Ten Conference or the NCAA, which violation may, in the sole judgment of the University, reflect adversely upon the University or its athletic program, including but not limited to any serious violation which may result in the University being placed on probation by the Big Ten Conference or the NCAA and including any violation which may have occurred during any prior employment of the Coach at another NCAA member institution;

(vi) A serious or intentional violation of any law, rule, regulation, constitutional provision, bylaw or interpretation of the University, the Big Ten Conference or the NCAA by a member of the intercollegiate football coaching staff or any other person under the Coach's supervision and direction, including student athletes in the program, which violation may, in the sole judgment of the University, reflect adversely upon the University and its athletic program, including but not limited to any serious violation which may result in the University being placed on probation by the Big Ten Conference or the NCAA;

(vii) Conduct of the Coach serious prejudicial to the best interests of the University or its athletic program or which violates the University's mission;

(viii) Prolonged absence from duty without consent of the Coach's reporting superior; or

(ix) Any cause adequate to sustain the termination of a tenured faculty member of the University.

(c) Determination of Cause and Coach's Right to Hearing. "Just cause" sufficient to satisfy the provisions of Section 6.01(b) hereof shall be determined by the President of the University or the President's designee at a predetermined hearing held for such purpose after 10 days' prior written notice to the Coach, which notice shall include a statement of the charges against the Coach. The hearing shall consist of an explanation of the University evidence and an opportunity for the Coach to present his side of the story and shall include the right to have an advisor present to consult with the Coach, but not to actively participate in the proceeding. The decision of the President or the President's designee at such hearing shall be final.

(d) University's Obligations Upon Termination for Cause. In the event this Agreement is terminated for cause in accordance with the provisions of Section 6.01(b) hereof, all obligations of the University to make further payments and/or to provide any other consideration hereunder shall cease as of the end of the month in which such termination occurs. In no case shall the University be liable to the Coach for the loss of any collateral business opportunities or other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, apparel or shoe contracts, consulting relationships or from any other sources.

(e) Termination by University Without Cause. The University shall have the right to terminate this Agreement, without cause. Termination "without cause" shall mean the termination of this Agreement on any basis other than those set forth in Section 6.01(b) above and under circumstances in which the University does not exercise its rights under Section 3.01 of this Agreement to reassign the Coach to another position as an employee of the University. Termination by the University without cause shall be effectuated by delivering to the Coach written notice of the University intent to terminate this Agreement to be effective upon the date set forth for termination in such notice which shall be at least 30 days after the date of such notice. If the University exercises its rights under this Section 6.01(e), the employee shall be entitled to damages only as provided in Section 6.01(f) below.

(f) Liquidated Damages Upon Termination by University Without Cause. If the University terminates this Agreement without cause, in accordance with the provisions of Section 6.01(e) hereof, the University shall pay to the Coach, as liquidated damages, an amount equal to the number of months remaining in the current term of this Agreement times his then current base monthly salary. Such amount shall be payable in a lump sum within 30 days after the termination becomes effective. Failure to timely pay said liquidated damages shall constitute a breach of this Agreement and said sum shall be recoverable, together with reasonable attorneys' fees, in any court of competent jurisdiction.

The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement by the University without cause prior to its normal expiration may cause the Coach to lose certain benefits, supplemental compensation or outside compensation relating to his employment at the University, which damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of such liquidated damages by the University shall constitute adequate and reasonable compensation to the Coach for the damages and injury suffered by him because of such termination by the University. The foregoing shall not be, nor shall it be construed to be, a penalty.

6.02. Termination by Coach. The Coach recognizes that his promise to work for the University for the entire term of this Agreement ending on December 31, 2007, is of the essence of this Agreement to the University. The Coach also recognizes that the University is making a highly valuable investment in his continued employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University prior to the expiration of the term of this Agreement. Nevertheless, the parties agree that the Coach may terminate this Agreement prior to its normal expiration on December 31, 2007, but only upon the following terms and conditions:

(a) Written Notice. The Coach may terminate this Agreement during its term by giving the University thirty (30) days advance written notice of the termination of his employment with the University. While the Coach is assigned to the position of Head Coach of the University's intercollegiate football team, such termination by the Coach must occur at a time outside the official playing season, including post-season competition, so as to minimize the impact of such termination upon the University's football program. Further, the Coach shall not make public his intention to terminate this Agreement until after the official playing season, including post-season competition.

(b) Liquidated Damages Upon Termination by Coach. If the Coach terminates this Agreement, and accepts another NCAA Division I head football coaching position, a professional head coaching position, or a position as offensive or defensive coordinator with a professional team, prior to the termination of this Agreement or within 24 months after the date of termination, the Coach shall pay to the University, as liquidated damages, in a lump sum, an amount equal to the number of months remaining in the current term of this Agreement times his then current base monthly salary.

Such liquidated damages shall be due and payable within 30 days after the date he accepts such coaching position. Failure to timely pay said liquidated damages shall constitute a breach of this Agreement and said sum shall be recoverable, together with reasonable attorneys' fees, in any court of competent jurisdiction. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative, recruiting and resettlement costs in obtaining a replacement for the Coach in addition to the potentially increased compensation costs and loss of ticket revenues if the Coach terminates this Agreement while serving as Head Coach of the University's intercollegiate football team, which damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of such liquidated damages by the Coach shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by it because of such termination by the Coach. The foregoing shall not be, nor shall it be construed to be, a penalty.

6.03. Termination Payments. In the event of any termination of this Agreement, by the University or by the Coach, with or without cause, the Coach shall be entitled to his base salary and TIAA/CREF contributions for the entire month in which termination becomes effective.

ARTICLE VII

Miscellaneous

7.01. Arbitration and Other Remedies. The Coach shall be subject to and have the benefit of all University grievance procedures which are or which may later become available to persons holding Administrative/Professional Staff appointments at the West Lafayette Campus of the University. After the complete exhaustion of such administrative remedies, the parties agree that all disputes between them arising out of this Agreement or concerning the scope, interpretation or applicability of any provision of this Agreement shall be resolved by submission of such dispute to arbitration according to the rules of the American Arbitration Association. The arbitrator shall be a member of the National Academy of Arbitrators and only one arbitrator shall be required. The decision of the arbitrator shall be final and binding on both the Coach and the University.

7.02. Compensation Conditional. The payment of all forms of compensation set forth in this Agreement is subject to the approval of the annual operating budget by the University's governing body and the availability of sufficient funds within the Athletic Department's budget to pay such compensation.

7.03. University Signature and Approval. It is understood and agreed that this Agreement shall not become effective until signed by the Athletic Director of the University, with the approval of its President.

7.04. Choice of Law. It is the intent of the parties hereto that this Agreement be governed by and construed in accordance with the laws of the State of Indiana and the laws of the State of Indiana shall govern the validity, performance and enforcement of this Agreement.

7.05. Assignment of Agreement. The Coach's rights and interests under this Agreement may not be assigned, pledged or encumbered by the Coach.

7.06. Merger Clause. This Agreement constitutes the full and complete understanding and agreement of the parties with respect to the employment of the Coach by the University and supersedes all prior understandings and agreements, oral or written, regarding the Coach's employment by the University.

7.07. Amendments. This Agreement may be amended at any time only by a written instrument duly executed by the Athletic Director of the University and approved by the President and accepted by the Coach, such approval and acceptance to be acknowledged in writing, except that the foregoing shall not apply to increases in annual base salary which may be accomplished at any time without formal amendment to this Agreement.

7.08. Severability. If any provision or provisions of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions or to alter the terms thereof in order to render it valid and enforceable.

7.09. No Waiver of Default. No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of a continuation of the same default or of any other default or breach of the same or any other covenant, term or condition contained herein.

7.10. Acknowledgment. The Coach acknowledges that he has read and understands the foregoing provisions of this Agreement and that such provisions are reasonable and enforceable and he agrees to abide by this Agreement and the terms and conditions set forth herein.

7.11. Ownership of Materials and Records. All materials or articles of information, including, without limitation, personnel records, recruiting records, team information, films, statistics or any other material or data, furnished to the Coach by the University or developed by the Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with the Coach's employment hereunder are and shall remain the sole and confidential property of the University. Within 10 days of the expiration of the term of this Agreement or its earlier termination as provided herein, the Coach shall immediately cause all such materials in his possession or control to be delivered to the University.

7.12. Force Majeure Clause. Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lock out, epidemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or because of any act of God.

7.13. Prohibition Against Investments. During the period of this Agreement, the Coach shall not make or continue to hold any investment in or be associated with any enterprise which could be deemed to be inconsistent with the University's objectives and philosophies or with the University's intercollegiate football program, without first having obtained the approval of the University's President.

7.14. Notices. Any notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been given on the earlier of the day actually received or on the close of business of the fifth business day following the day when deposited in the United States Mail,

postage prepaid, registered or certified, addressed to the party at the address set forth below or to such other address as may be given by such party in writing to the other:

Coach:

Joseph H. Tiller

West Lafayette, Indiana 47906

The University:

Office of the Director of
Intercollegiate Athletics
Purdue University
1790 Mackey Arena
West Lafayette, Indiana 47907-1790
Attn: Athletic Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PURDUE UNIVERSITY

By Morgan Burke
Morgan Burke, Director of
Intercollegiate Athletics

Joseph H. Tiller
Joseph H. Tiller

Approved:

Steven C. Beering
Steven C. Beering, President

223101.1

AMENDMENT TO ADMINISTRATIVE/PROFESSIONAL
EMPLOYMENT CONTRACT

THIS AMENDMENT is made as of this 18th day of December, 2003, between Purdue University (the "University") and Joseph H. Tiller (the "Coach").

RECITALS

- A. The University and the Coach entered into an Administrative/Professional Employment Agreement effective January 1, 2000.
- B. The University and the Coach now desire to amend certain provisions of said Agreement.

THEREFORE, the Administrative/Professional Employment Agreement between the University and the Coach is hereby amended in the following respects:

- 1. Section 4.01 is hereby amended to read as follows:

4.01. The term of this Agreement shall be for a period of seven years beginning on January 1, 2004 and expiring on the 31st day of December, 2010, subject to automatic renewal as hereafter provided. Unless either party shall in writing notify the other of an intention not to renew this Agreement on or before the 30th day of November, 2010, or the 30th day of November of any year in any renewal term of this Agreement, or unless this Agreement is terminated in accordance with the provisions set forth in Article VI hereof, this Agreement shall, without further action being required by the parties, be automatically renewed for consecutive terms of one year, each beginning on the 1st day of January. It is the express intention of the parties by this Section 4.01 to provide for an automatic renewal of this Agreement for a new term of one year beginning each January 1, unless either of the parties shall express to the other in writing an intention not to so renew and extend this Agreement or unless the Agreement is terminated in accordance with the provisions set forth in Article VI hereof.

- 2. Section 6.01(f) is hereby amended to read as follows:

(f) Liquidated Damages Upon Termination by University Without Cause. If, prior to December 31, 2007, the University terminates this Agreement without cause, in accordance with the provisions of Section 6.01(e) hereof, the University shall pay to the Coach, as liquidated damages, an amount equal to the number of months remaining in the term of this Agreement through December 31, 2007, times his then current base monthly salary. Such amount shall be payable in a lump sum within 30 days after the termination becomes effective. Failure to timely pay said liquidated damages shall constitute a breach of this Agreement and said sum shall be recoverable, together with reasonable attorneys' fees, in any court of competent jurisdiction. A termination by the University under Section 6.01(e) after December 31, 2007, shall not give rise to an obligation to pay liquidated damages.

The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement by the University without cause prior to December 31, 2007, may cause the Coach to lose certain benefits, supplemental compensation or outside compensation relating to his employment at the University, which damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of such liquidated damages by the University shall constitute adequate and reasonable compensation to the Coach for the damages and injury suffered by him because of such termination by the University. The foregoing shall not be, nor shall it be construed to be, a penalty.

- 3. Section 6.02(b) is hereby amended to read as follows

(b) Liquidated Damages Upon Termination by Coach. If, prior to December 31, 2007, the Coach terminates this Agreement, and accepts another NCAA Division I head football coaching position, a professional head coaching position, or a position as offensive or defensive coordinator with a professional team, the Coach shall pay to the University, as liquidated damages, in a lump sum, an amount equal to the number of months remaining in the term of this Agreement through December 31, 2007, times his then current base monthly salary. A termination by the Coach hereunder after December 31, 2007 shall not give rise to an obligation to pay liquidated damages.

Such liquidated damages shall be due and payable within 30 days after the date he accepts such coaching position. Failure to timely pay said liquidated damages shall constitute a breach of this Agreement and said sum shall be recoverable, together with reasonable attorneys' fees, in any court of competent jurisdiction. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative, recruiting and resettlement costs in obtaining a replacement for the Coach in addition to the potentially increased compensation costs and loss of ticket revenues if the Coach terminates this Agreement while serving as Head Coach of the University's intercollegiate football team, which damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of such liquidated damages by the Coach shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by it because of such termination by the Coach. The foregoing shall not be, nor shall it be construed to be, a penalty.

4. In all other respects, the Agreement shall remain in full force and effect. The Coach acknowledges that he has read and understands the foregoing and that such provisions are reasonable and enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PURDUE UNIVERSITY

By:

Morgan Burke
Morgan Burke, Director of
Intercollegiate Athletics 2-19-04

Joseph H. Tiller
Joseph H. Tiller
3/24/04

Approved:

Martin C. Jischke 4/26/04
Martin C. Jischke, President