



SAN DIEGO STATE
Contract Terms

1. **Contract Term**- 5 years, January 8, 2020 to June 30, 2025
2. **Salary**-\$1,000,000
 - a. \$330,000 in base salary-- current maximum of the salary range for the Administrator IV classification plus
 - b. \$670,000 in supplemental compensation with \$50,000 increase in supplement base as long as Head Coach receives at least satisfactory performance review for the previous year, i.e.
 - i. July 1, 2021 \$720,000
 - ii. July 1, 2022 \$770,000
 - iii. July 1, 2023 \$820,000
 - iv. July 1, 2024 \$870,000
 - v. No retirement or other benefits are payable on this supplemental base.
3. **Staff Salary pool**-
 - a. \$3,200,000 for 10 full time assistant coaches, operations/office staff, and support staff, including but not limited to, recruiting staff, offensive and defensive analyst, strength and conditioning and graduate assistants.
4. **Bonus structure**-
 - a. Mountain West Conference (or successor or substitute conference) Title or Co-Title--\$75,000
 - b. Participant in Mountain West Conference (or successor or substitute conference) Championship Game--\$25,000
 - c. Two Wins over Top 25 Teams. Teams must be ranked in the USA Today or AP poll at the time of victory--\$75,000
 - d. Bowl Appearances (non-cumulative)-highest of below
 - i. Non-CFP Bowl with payout less than \$1,500,000--\$50,000
 - ii. Non-CFP Bowl with payout greater than \$1,500,000--\$75,000
 - iii. CFP Bowl Appearance--\$150,000
 - iv. CFP Semifinal Participant--\$200,000
 - v. CFP Final Participant--\$300,000
 - vi. CFP National Championship--\$400,000
 - e. Final Ranking in Top 15 in USA Today Coaches Poll or AP Poll--\$50,000
 - f. Final Ranking in Top 16-25 in USA Today Coaches Poll or AP Poll--\$25,000
 - g. Mountain West Conference Coach of Year (or successor or substitute conference)--\$15,000
 - h. National Coach of Year--\$25,000
 - i. Team cumulative GPA above 2.80--\$10,000
 - j. Annual APR above 950 or 4-year Average APR above 940 for the Football Team during any year of the Term--\$15,000
 - k. Win over highest CFP ranked Mountain West--\$25,000
 - l. Win over Football Team which is member of Power 5 Conference. Current Power 5 Conferences are defined as Atlantic Coast Conference, Big Ten Conference, Big 12 Conference, Pacific-12 Conference, and Southeastern Conference. May receive multiple awards.--\$10,000 per win
 - m. Individual student-athlete is named to 1st team All American (AP, AFCA, Walter Camp, Sports Illustrated or USA Today) or receive the Heisman Trophy. Eligible for one award per year.--\$10,000
5. **Use of Car**-car stipend



SAN DIEGO STATE

6. **Non Retention**-100% of remaining salary if we terminate
7. **Buyout**-schedule of payments if coach leaves early for another position
 - a. Before completion of June 30, 2021--\$4,500,000
 - b. Before completion of June 30, 2022--\$3,450,000
 - c. Before completion of June 30, 2023--\$2,350,000
 - d. Before completion of June 30, 2024--\$1,200,000

IN WITNESS WHEREOF, this Employment Agreement is executed by the Parties hereto as of the date indicated by the signature.

DATED: January 8, 2020

By: _____
BRADY HOKE
HEAD COACH, FOOTBALL

DATED: January 8, 2020

By: _____
JOHN DAVID WICKER
DIRECTOR OF ATHLETICS
SAN DIEGO STATE UNIVERSITY



SAN DIEGO STATE
UNIVERSITY

The Center for Human Resources
San Diego State University
5500 Campanile Drive
San Diego, CA 92182-1625
Tel: 619 594 5248
Fax: 619 594 1147

REVISED
March 13, 2019

Brady Floke
via Email:

Dear Brady,

Congratulations on your appointment to the position of Assistant Football Coach, Defensive Line (Administrator III), for Athletics with San Diego State University. The purpose of this letter is to memorialize the terms of the appointment extended to you. The effective date of your appointment is February 12, 2019. Your salary for February 12, 2019 through February 29, 2020 will be at the rate of \$150,000 annually, and your salary for March 1, 2020 through February 28, 2021 will be at the rate of \$175,008 annually. Your offer also includes a recruitment bonus of \$10,000. Should your employment with the University end before completing two years of service, you are obligated to repay the recruitment bonus as follows:

- 100% if employed less than 6 months
- 75% if employed at least 6 months but less than 12 months
- 50% if employed at least 12 months but less than 18 months
- 25% if employed at least 18 months but less than 24 months.

Under the terms of the Management Personnel Plan (MPP), you will serve in an important position of trust at the pleasure of the President. Your performance and merit will contribute to decisions about your future salary and responsibilities.

Subject to the approval of the Chancellor's Office, you will receive an automobile allowance of \$341.67 per month.

You will be authorized for cellular phone reimbursement at 75% of your cost, up to the allowable maximum, in accordance with SDSU policy and procedure.

Enclosed is the position description for Assistant Football Coach, Defensive Line. Your supervisor will be Rocky Long, Head Coach, Football. Rocky will meet with you to outline performance expectations and goals within the first month of your appointment.

As a new SDSU employee you will be required to sign an oath of allegiance. This oath is required by law of all new California State University employees. Information related to the oath of allegiance can be found on-line at www.calstate.edu/HRAdm/Policies/std689.pdf.

There are two important orientations for you to participate in as a new employee: New Employee Orientation and a Benefits Orientation. You are scheduled to attend the New Employee Orientation at the Center for Human Resources on Tuesday, March 12, 2019, from 8:30 a.m. to 11:30 a.m. in ESC Room 403. This is an informative mandatory orientation that will cover the history, organizational structure and services offered to employees and students at San Diego State University.

The Benefits department will contact you to schedule a benefits orientation regarding your medical, dental, vision and other benefits that are available to you. You will also receive pertinent materials describing the Management Personnel Plan such as the MPP Policies and Programs, SDSU Management Personnel Plan Merit Evaluation Procedures, and Reconsideration Procedures for Management, Supervisory and Confidential Employees.

You will be required to follow all NCAA, Mountain West Conference, and San Diego State University rules, policies, and procedures.

To confirm your acceptance of this employment offer, please sign this offer letter and the position description.

We look forward to you joining us at San Diego State University. If I can assist in your transition, please let me know.

Sincerely,

Richard Roder
Richard Roder HR Analyst

Rich Roder, HR Analyst
Talent Acquisition

Enclosures

Brady Hoke
Brady Hoke

3-20-19

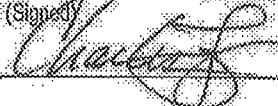
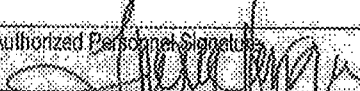
Date

- c: Chuck Lang, Senior Associate Athletic Director of Business Administration,
Athletics
- Isidro Cervantes, Assistant Director, Benefits Services
- Official Personnel File

STAFF TRANSACTION FORM

THE CENTER FOR HUMAN RESOURCES

SAN DIEGO STATE UNIVERSITY

Red ID #: 813320034		Name Last: Hoke		First: Brady		M.I.:		Desired Effective Date: 01/08/2020	
Classification: Administrator IV				Working Title (when applicable): Head Coach, Football				Supervisor's Name: Robert Smitheran	
Dept id #: 52112				Work Location Mnemonic: ATHPE <input type="checkbox"/> Default <input type="checkbox"/> (Acct. String)				Work Days/Hours: varies	
Dept Name: Athletics									
To: Position Code		Time Base		CBID		Concurrent Position		Time Base	
Agency	Unit	Class	Ser.	Rg.					
250	701	3300	001	I	1.0	M80			
From: Position Code		Time Base		CBID		Concurrent Position		Time Base	
Agency	Unit	Class	Ser.	Rg.					
250	701	3306	001	I					
Effective Date						HR Use Only			
Month: 01	Day: 08	Year: 2020		<input checked="" type="checkbox"/> Exempt <input type="checkbox"/> Non-Exempt		Action: PROMOTION Reason: PROMOTION			
Transaction Is:									
<input type="checkbox"/> Permanent <input checked="" type="checkbox"/> Management Personnel Plan <input checked="" type="checkbox"/> Temporary & Expires on or before --> Month: 06 Day: 30 Year: 2025									
Type of Transaction			<input type="checkbox"/> Suspension <input type="checkbox"/> Going on Leave			Salary Is		Based On	
<input checked="" type="checkbox"/> Appointment <input checked="" type="checkbox"/> New <input type="checkbox"/> Additional <input type="checkbox"/> Reappointment <input type="checkbox"/> Promotion <input type="checkbox"/> Temp Assignmt to another Class <input type="checkbox"/> Transfer <input type="checkbox"/> Internal Position No. Change <input type="checkbox"/> Change in Time Base <input type="checkbox"/> Other (Explain in Remarks)			(Last Day Physically Worked) Month Day Year			\$ 27,500		\$ 330,000	
			(Scheduled Return Date) Month Day Year			PER: (M) <input checked="" type="checkbox"/> Month (D) <input type="checkbox"/> Day (H) <input type="checkbox"/> Hour <input type="checkbox"/> No Change			
Status			<input type="checkbox"/> Reinstatement (Return from Leave) <input type="checkbox"/> Demotion <input type="checkbox"/> Reclassification			Which is Step		of Salary Range	
(1) <input type="checkbox"/> Permanent in current class						From \$ 12,875		To \$ 27,500	
On Probation, not permanent in another Class (2) <input type="checkbox"/> 1 Year (2) <input type="checkbox"/> 2 Year			Not eligible for permanent status			Anniversary Date			
On Probation, permanent in another Class (3) <input type="checkbox"/> 1 Year (3) <input type="checkbox"/> 2 Year			(0) <input type="checkbox"/> Positive Attendance (0) <input checked="" type="checkbox"/> MPP			Month Year			
On Probation, probationary in another class (4) <input type="checkbox"/> 1 Year (4) <input type="checkbox"/> 2 Year			<div style="border: 1px solid black; padding: 5px; display: inline-block;">Q133</div> Job Code			<input checked="" type="checkbox"/> Not Applicable / No Change			
(5) Potential Term Date						Probationary Period Ending Date			
(6) <input type="checkbox"/> O-Status - Temporary, permanent in another class						Month Day Year			
(7) <input type="checkbox"/> No Change						<input checked="" type="checkbox"/> Not Applicable / No Change			
582 PS#-10000858 Empl id - 100251499 Emplrod - 0		REMARKS Five year appointment to Head Coach, Football. Salary of \$27,500/month or \$330,000/year.							
THIS DOCUMENT PREPARED BY Allison Tenenbaum			Department Head Approval (Print) Charles Lang			(Signed) 		Date 1/10/20	
PAYROLL USE ONLY			Dean/Director					Date	
			Organization Coordinator					Date	
Background cleared			Authorized Personnel Signature 					Date 1/10/20	

**LETTER OF APPOINTMENT
Head Football Coach**

On behalf of the President, I am pleased to offer you (Employee) an appointment to the position of Head Football Coach at San Diego State University (University or SDSU), a position within the Management Personnel Plan in Title 5 of the California Code of Regulations - § 42720 et seq. (MPP) of the California State University (CSU). Your appointment is subject to the provisions of the MPP, as well as the rules, regulations, policies and procedures of the CSU and SDSU. Your appointment includes the following provisions:

1. Effective December 15, 2008, you will be the Head Football Coach at SDSU and, accordingly, will serve as an Administrator IV, in the CSU MPP.
2. As an Administrator IV, the terms of your appointment and service are governed by this appointment letter and the MPP. Any commitment to you regarding your service or appointment not expressly contained in this Letter of Appointment or the initial Memorandum of Understanding Offer or in the MPP is void. A copy of the MPP accompanies this letter of appointment.
3. Under the terms of the MPP, no tenure or permanent status is granted with this appointment, and no tenure or permanent status can be achieved. You serve at the pleasure of the University President, subject to Section 1.01 below.
4. Except as set forth in Article II (Compensation) below, future changes in base salary and benefits will be in accord with the MPP, and any salary increases will be based upon your performance and the needs of SDSU.
5. This appointment does not establish consideration for subsequent employment or any further rights. Subsequent employment will occur only if a new written appointment offer is made by SDSU and a new written appointment letter is signed by you and SDSU.

I - TERM OF EMPLOYMENT

- 1.01 Term of Appointment.** The term of this appointment is five (5) years, commencing December 15, 2008 and ending December 14, 2013, (Term) unless sooner terminated in accordance with Article V below. As used herein, the term "Contract Year" shall mean a twelve (12) consecutive month period commencing on any December 15 during the Term (so that, for example, the first Contract Year shall begin on December 15, 2009 and shall end December 14, 2010).

II - COMPENSATION

- 2.01 Terms and Conditions of Compensation.** Employee shall be compensated as described below. All payments and taxable benefits to Employee are subject to normal deductions and withholding for state, local and federal taxes.

2.02 Compensation.

2.02.1 Salary. The guaranteed base salary paid by the University to Employee for his services and the satisfactory performance of the terms and conditions of this Employment Agreement shall be at the rate of \$210,000 for the first year, prorated for any partial year of the term hereof, payable in monthly payments by the University to Employee on or about the last day of each consecutive calendar month during the term of this Letter of Appointment, commencing December 15, 2008. Increases to the base salary during the term of this Letter of Appointment shall be paid to Employee at the same time and under the same conditions in accordance with MPP.

2.02.2 Supplemental Compensation. Supplemental compensation will be subject to applicable state and federal taxes, and will be paid through an auxiliary organization of the University. Supplemental compensation will be as follows:

- \$465,000 in the first year, prorated for the partial year ending June 30, 2009
- \$465,000 in the second year
- \$490,000 in the third year
- \$515,000 in the fourth year
- \$540,000 in the fifth year

2.02.3 Payment of Supplemental Compensation. Payment of Supplemental Compensation by an auxiliary organization does not create an employment relationship with that auxiliary organization. No benefits are paid on supplemental compensation.

2.03 Incentive Compensation. Incentive compensation is not guaranteed and shall only be paid to the Employee by an auxiliary organization of the University based upon the criteria set below. All bonuses are determined by the Athletic Director at the completion of each academic year commencing at the conclusion of the 2009-10 academic year, subject to the provisions and criteria set forth below. Employee will receive bonuses in the amounts set out below provided that his team's annual NCAA Academic Progress Rate (APR) is at or above 925 (based upon 2009 calculation methods; any adjustments in NCAA policy will be reflected appropriately and will be implemented by mutual consent; Athletic Director may make an exception to the 925+ APR threshold requirement if he/she believes significant APR progress is being made) and the specific goals are met as follows:

2.03.1 Achievement of athletic and academic performance goals compensation

- | | | |
|----|--|-----------|
| a. | Mountain West Conference Title or Co-Title | \$ 75,000 |
| b. | Bowl Appearances (non-cumulative) | |
| | • Non-BCS Bowl Appearance where payout is \$1,500,000 or less | \$ 50,000 |
| | • Non-BCS Bowl Appearance where payout is more than \$1,500,000 | \$ 75,000 |
| | • BCS Bowl Appearance | \$200,000 |
| c. | BCS National Championship | \$400,000 |
| d. | Annual APR of above 950 or 4 year average of above 930 for the Football Team during any year of the Term | \$10,000 |

2.03.2 Incentive Compensation for Coach of the Year honors

- | | | |
|----|---|-----------|
| a. | Mountain West Coach of the Year | \$ 15,000 |
| b. | National Coach of the Year voted by peers | \$ 25,000 |

2.03.3 Ticket Sales Achievement Compensation

- | | | |
|----|--|-----------|
| a. | Season ticket sales per game average (non-cumulative) | |
| | • \$250,000 to \$349,999 | \$ 25,000 |
| | • \$350,000 to \$449,999 | \$ 50,000 |
| | • \$450,000 to \$549,999 | \$ 75,000 |
| | • \$550,000 or more | \$100,000 |
| b. | Single game ticket sales per game average (non-cumulative) | |
| | • \$150,000 to \$249,999 | \$ 25,000 |
| | • \$250,000 to \$349,000 | \$ 50,000 |
| | • \$350,000 or more | \$ 75,000 |

2.03.4 Payment of Incentive Compensation. Payment of Incentive Compensation by an auxiliary organization does not create an employment relationship with that auxiliary organization. No benefits are paid on incentive compensation.

- 2.04 Use of Vehicle.** University will provide Employee with the exclusive use of a courtesy vehicle, including insurance. The Employee is responsible for purchase of gas and may be reimbursed for business use of the vehicle in the same manner as all department employees. Employee's personal use of said vehicle is a taxable benefit. In the event the Athletic Department loses future use of courtesy vehicles, Employee will be entitled to a car stipend in the same manner as other coaches/staff.
- 2.05 Membership.** University shall provide membership to the Bernardo Heights Country Club for use by Head Football Coach and spouse, as a member of the current departmental corporate membership, under the same terms and conditions as other athletic department staff members.
- 2.06 Benefits.** Employee shall be entitled to the standard benefits provided only through employment with the University as outlined in the CSU Management Personnel Plan (MPP) Benefits Overview including insurance, sick leave, vacation, and retirement contributions based upon the amount paid pursuant to Article II, Section 2.02.1 above. Accrual of vacation credit and sick time will be subject to this Letter of Appointment and CSU Management Personnel Plan (MPP). Use of vacation credit and sick time will be subject to department policy. Upon termination of employee's employment with the University, unused vacation will be paid pursuant to normal University policy.
- 2.07 Relocation.** University will reimburse Employee for allowable moving expenses up to \$21,000. Allowable expenses are those defined under the University Travel Manual Policy Section 5.15.0 a copy of which is provided with this agreement. In addition, University will reimburse Employee for temporary housing for up to sixty (60) days in accordance with CSU policy. Relocation and housing benefits will be paid in accordance with applicable state and federal tax requirements.
- 2.08 Athletically Related Outside Income.** Employee shall, at the discretion of the Director of Athletics or his/her designee, be permitted to engage in activities and enter into agreements with other persons for additional compensation, benefits or perquisites that relate to but are separate and independent from employment as Head Football Coach at SDSU. Such agreements must be approved in writing, before being entered into, by the Director of Athletics or designee, to ensure that they do not conflict with employee's employment obligations, violate any conflict of interest laws, rules or regulations that apply to your employment, are prejudicial to the best interests of SDSU and its Athletic Department, or interfere with the performance of your duties for SDSU. Such approval shall not be unreasonably withheld. Employee is subject to California statutory conflict of interest restrictions as well as the CSU conflict of interest code. Employee is also subject to all NCAA rules and regulations regarding outside income. Changes to such laws, policies, rules and regulations, legislation or interpretations thereof shall automatically apply to this Letter of Appointment without the necessity of a written modification.
- 2.09 Disclosure of Outside Income.** In accordance with NCAA regulations, Employee shall report annually in writing to the University's President, through the Director of Athletics, on or before July 15 of each year, all athletically related income from all sources outside the University or its Auxiliaries and the University shall have reasonable access to all records of Employee necessary to verify the information contained in such report(s).

III – EMPLOYEE EARLY RESIGNATION

3.01 Employee Early Resignation. Employee agrees to not seek or apply for any other positions prior to the end of the term of this Letter of Appointment without prior notice to the Director of Athletics. If Employee accepts another position prior to the end of the term of this Letter of Employment, Employee is responsible for paying the University the buyout amounts (the "Buyouts") identified below:

- a. \$1,500,000* in the first year of the appointment of which \$240,000 is the undepreciated value of the Ball State buyout
- b. \$1,500,000* in the second year of the appointment of which \$192,000 is the undepreciated value of the Ball State buyout
- c. \$1,000,000* in the third year of the appointment of which \$144,000 is the undepreciated value of the Ball State buyout
- d. \$1,000,000* in the fourth year of the appointment of which \$96,000 is the undepreciated value of the Ball State buyout
- e. \$750,000* in the fifth year of the appointment of which \$48,000 is the undepreciated value of the Ball State buyout

* In the event of a shortfall or reduction in Employee's scheduled compensation hereunder for any reason including, without limitation, California State fiscal issues (e.g., furloughs, etc.), then, in any such event, each of the OBuyouts will automatically be reduced by a percentage equal to the percentage of the reduction in Employee's scheduled total guaranteed compensation.

IV – SPECIAL RIGHT OF TERMINATION

4.01 In addition to its right to terminate this Agreement with cause pursuant to Paragraph 5.02 below, the University has the right to terminate this Agreement without cause. In the event that the University terminates this Agreement without cause, it shall first provide Employee with written notice of such impending termination and the University will be responsible for paying to Employee the amounts identified below:

- a. If such termination occurs after September 15th in the first Contract Year: the amount remaining of both base salary and supplemental compensation, less five percent (5%), prorated from the date of termination (no 5% reduction if such termination occurs before September 15, 2009);
- b. If such termination occurs after September 15th in the second Contract Year: the amount remaining of both base salary and supplemental compensation, less fifteen percent (15%), prorated from the date of termination (if such termination occurs before September 15 in the second Contract Year, the reduction shall be 5%, not 15%);
- c. If such termination occurs after September 15th in the third Contract Year: the amount remaining of both base salary and supplemental compensation, less twenty percent (20%), prorated from the date of termination (if such termination occurs before September 15 in the third Contract Year, the reduction shall be 15%, not 20%);
- d. If such termination occurs during the fourth Contract Year: the amount remaining of both base salary and supplemental compensation, less fifteen percent (15%), prorated from the date of termination; and
- e. If such termination occurs during the fifth Contract Year: the amount remaining of both base salary and supplemental compensation, less five percent (5%), prorated from the date of termination.

V - DISCIPLINE AND TERMINATION

- 5.01 Employee May Be Disciplined for Violations of NCAA, Conference and University Rules and Regulations.** If, after a University and/or NCAA investigation, Employee is found to have violated material and significant NCAA, athletic conference or University rules or regulations while employed by the University, Employee shall be subject to disciplinary or corrective action that is consistent with both University and NCAA actions (as the NCAA deems appropriate), as well as any procedure generally applicable to other employee of the University. Should there be an investigation into any alleged violation, Employee shall cooperate fully and voluntarily.
- 5.02 Termination for Cause.** Notwithstanding any other provision of this Letter of Appointment, your appointment may be terminated by SDSU, without further obligation of CSU or SDSU if the President or designee conclusively finds that you have committed any of the following acts or omissions:
- a) gross negligence in relation to Employee's duties hereunder;
 - b) willful and knowing violation of material and significant rules or policies of the NCAA or SDSU, or an athletic association or conference of which SDSU is a member, or knowing participation in any violation of such material and significant rules, or failure to report violations by SDSU coaches, athletes, or staff of which you have actual knowledge or, in your capacity as Head Football Coach, should have reasonably known;
 - c) dishonesty in relation to Employee's duties hereunder;
 - d) grossly immoral conduct;
 - e) unexcused failure or refusal to perform the normal and reasonable duties of the position;
 - f) conviction of a felony or conviction of a misdemeanor involving moral turpitude;
 - g) fraud in securing this appointment;
 - h) breach of any of the material terms set forth in this Letter of Appointment which is not cured by Employee within thirty (30) days of his receipt of written notice thereof.

In the event this appointment is terminated for cause in accordance with the provisions of this Section 5.02 of this Letter of Appointment, all of SDSU's obligations to Employee under this Letter of Appointment subsequent to that date shall cease. In no case shall the University be liable to Employee for the loss of any collateral business opportunities or any 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 source whatever that may ensue as a result of the University's termination of this appointment.

VI - RESTRICTIVE COVENANT

- 6.01 Restrictive Covenant and Release or Settlement of Letter of Appointment.** Employee has special, exceptional and unique knowledge, skill and ability as a coach at the intercollegiate level which, in addition to the continued acquisition of coaching experience at the University, as well as the University's special need for continuity in its Football program, render Employee's services unique.
- 6.02 Buyout of Ball State Contract.** University agrees to pay \$240,000 to Ball State for buyout of Employee's contract with Ball State University. University will provide to Employee a letter and copy of the payment record verifying payment to Ball State University.

- 6.03 Release From Restrictive Covenants.** Employee shall be released from the restrictions of Article VI, Section 6.01 of this Letter of Appointment in the event the University exercises its right to reassign Employee from his position as Head Football Coach, as provided in Article IV, Section 4.01 of this Letter of Appointment.

VII – MISCELLANEOUS

- 7.01 Assistant Coaches/Staff.** Employee shall have the authority to recommend the hiring and termination of assistant coaches for the Football program subject to the approval of the Director of Athletics. Except as otherwise provided by the Director of Athletics, assistant coaches are immediately responsible to Employee, who will assign the duties of each of the assistant coaches. Employee is responsible for the activities of all his assistant coaches and for Employee's staff as those activities relate to the educational purposes and the athletic interests of the University. It is further understood that Employee and assistant coaches are responsible to the Director of Athletics for compliance with the policies of the University, including the Athletic Department, and with the rules and regulations of the NCAA, and the constitution, bylaws, rules, regulations, legislation and all official interpretations thereof of the NCAA, and the rules and regulations of the athletic conference of which the University is a member, as may be in effect from time to time and to immediately report any known violations of such rules and regulations to both Employee and the Director of Athletics.
- 7.02 Amendments To Agreement.** This Letter of Appointment may be amended only by a written instrument duly approved by the University through its designated representative.
- 7.03 Acknowledgment.** Employee acknowledges that he has read and understands the foregoing provisions of this Letter of Appointment and he agrees to abide by this Letter of Appointment and the terms and conditions set forth herein.
- 7.04 University Retains All Materials and Records.** All materials or articles of information, including, without limitation, personnel and student-athlete records, recruiting records, team information, videos, films, statistics or any other material or data, furnished to Employee by the University or developed by Employee on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Employee's employment hereunder are and shall remain the sole and confidential property of the University. Within thirty (30) days of the expiration of the term of this Letter of Appointment or its earlier termination as provided herein or the reassignment of Employee from his position as Head Football Coach, Employee shall deliver any such materials in his possession or control to the University.
- 7.05 Notice.** Any notice or other communication which may or is required to be given under this Letter of Appointment shall be in writing and shall be deemed to have been given on the earlier of either the day actually received or on the close of business on the fifth business day next following the day when deposited in the United States Mail, postage prepaid, registered or certified, addressed to the party at the address set forth after its name below or such other address as may be given by such party in writing to the other.

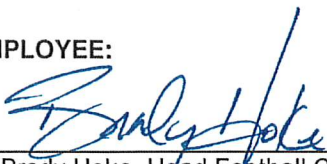
If to Employee: Brady Hoke
 c/o CAA Sports LLC
 2000 Avenue of the Stars
 Los Angeles, CA 90067
 Attention: Trace Armstrong

If to University: San Diego State University
 Director of Athletics
 5500 Campanile Drive
 San Diego, CA 92182-4313

- 7.06 Captions.** All captions in this Letter of Appointment are included for convenience only and do not constitute, nor are incorporated in, the terms and conditions of this Letter of Appointment.
- 7.07 Personnel File.** A copy of the executed Letter of Appointment will be placed in the Employee's Personnel File five (5) days from the date of completed execution of this Letter of Appointment.
- 7.8 Counterparts.** This Agreement may be executed in several counterparts and all such executed counterparts shall constitute a single agreement, binding on all of the Parties hereto, their successors and assigns, notwithstanding that all of the parties are not signatories to the original or to the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Appointment or caused this Letter of Appointment to be executed the day and year first written above, intending to be legally bound by its provisions, Employee acknowledging that he/she has received the opportunity to review, or has reviewed, this Letter of Appointment with his/her attorney, at Employee's discretion.

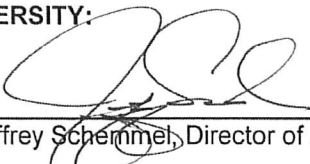
EMPLOYEE:

By 

Brady Hoke, Head Football Coach

Date: 10/8/09

UNIVERSITY:

By 

Jeffrey Schemmel, Director of Athletics

Date: 10/8/09

By 

Richel Thaler, Associate Vice President of Administration

Date: 10-8-09