

**ADDENDUM TO EMPLOYMENT AGREEMENT BETWEEN SAN DIEGO STATE
UNIVERSITY (UNIVERSITY) AND RODERICK LONG (COACH)**

This Addendum To Employment Agreement ("Addendum") is made this 13th day of February 2013, between San Diego State University ("University") and Roderick Long ("Coach").

WHEREAS, the University and Coach previously entered into an Employment Agreement on January 12, 2011 (herein referred to as "Employment Agreement");

WHEREAS, the parties wish to make amendments to the terms of the Employment Agreement;

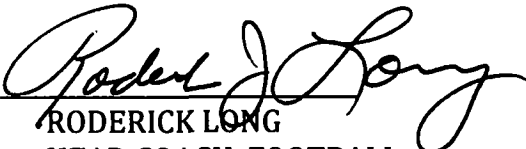
WHEREAS, the University wishes to memorialize the amendment to the Employment Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants set forth, the parties do agree to amend the Employment Agreement as follows:


1. Provision 1.01 of the Employment Agreement is amended to indicate that the Employment Agreement shall continue until January 31, 2018, subject, however, to the original terms and conditions concerning earlier termination delineated in the Agreement dated and executed January 12, 2011. This constitutes a five-year extension to the original contract.
2. Provision 2.03.1 of the Employment Agreement is amended to change 2.03.1.h to "4 year average of above 940" and to add 2.03.1.i "Win over highest BCS ranked Mountain West Conference (or successor or substitute conference) \$25,000."
3. There are no additional changes to the Employment Agreement. The remainder of the original Employment Agreement is in full force and effect.

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

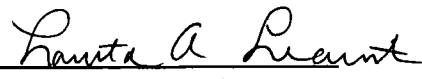
DATED: February 13, 2013

By: 
RODERICK LONG
HEAD COACH, FOOTBALL

DATED: February 13, 2013

By: 
JIM STERK
DIRECTOR OF ATHLETICS
SAN DIEGO STATE UNIVERSITY

DATED: February 13, 2013

By: 
LORRETTA LEAVITT
ASSOCIATE VICE PRESIDENT
AND UNIVERSITY CONTROLLER
SAN DIEGO STATE UNIVERSITY

LETTER OF APPOINTMENT Head Football Coach

On behalf of the President, I am pleased to offer you, Roderick Long (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 January 12, 2011, 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 Term Sheet 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 approximately five (5) years, commencing January 12, 2011 and ending December 14, 2015, (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, except for the first year which is January 12, 2011 through December 14, 2011.

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 January 12, 2011. The \$210,000 base salary after the first year will be paid on an annual basis, with an anniversary date of December 14 of each year commencing with December 14, 2011. Increases to the University base salary, if any, 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:

\$590,000 effective January 12, 2011 per year payable in installments pursuant to the policies of the auxiliary organization of the University.

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 football season commencing at the conclusion of the 2011 football season, 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 when implemented by the NCAA; 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 (or successor or substitute conference) Title or Co-Title	\$75,000
b.	Participant in Future MWC (or successor or substitute conference) Championship Game	\$25,000
c.	Two Wins over Top 25 Teams	\$25,000
d.	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
e.	BCS National Championship	\$400,000
f.	Final Ranking in Top 15	\$50,000
g.	Final Ranking in Top 16-25	\$25,000
h.	Annual APR of above 950 or 4 year average of above 930 for the Football Team during any year of the Term	\$15,000

2.03.2 Incentive Compensation for Coach of the Year honors

a.	Mountain West (or successor or substitute conference) Coach of the Year	\$ 15,000
b.	National Coach of the Year	\$ 25,000

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 pursuant to policies and procedures of the Athletics Department. 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 provided a car stipend in the same manner as other coaches/staff or Employee

can make an election to have the car stipend in lieu of receiving the courtesy vehicle.

- 2.05 Membership.** University shall provide membership to the Bernardo Heights Country Club or other facility as determined by the Athletics Director 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 pursuant to department policy.
- 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 health, dental and vision 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.
- 2.08 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 presented in their entirety in writing and 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. 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. It is further understood that the Employee will be allowed to maintain a football camp at the campus of San Diego State University and San Diego State University will allow use of the facilities for the football camp.
- 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 not to seek, apply for or be interviewed 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;
 - b. \$1,000,000 in the second year of the appointment;
 - c. \$1,000,000 in the third year of the appointment;
 - d. \$1,000,000 in the fourth year of the appointment;
 - e. \$1,000,000 in the fifth year of the appointment.

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 amount remaining of the University base salary from the time of notice through June 30 of the fiscal year in which notice is given, plus a lump sum equivalent to the University base salary in effect at the time of notice.

V – DISCIPLINE AND TERMINATION

5.01 Suspension or Termination for Cause. Notwithstanding any other provision of this Appointment Letter, this appointment may be terminated by University without further obligation of University, or Employee may be suspended without pay for a period determined by the President or designee, if the President or designee finds that the employee has committed any of the following acts or omissions:

- a. gross negligence;
- b. insubordination;
- c. willful and knowing violations of the rules of NCAA, or an athletic association or conference of which University is a member, or knowing participation in any violation of such rules, or failure to report violations by University coaches, athletes, or Department staff of which Employee has knowledge;
- d. dishonesty;
- e. immoral conduct
- f. incompetency
- g. failure or refusal to perform the normal and reasonable duties of the position;
- h. conviction of a felony or conviction of a misdemeanor involving moral turpitude;
- i. fraud in securing this appointment;
- j. addition to the use of controlled substances;
- k. drunkenness on duty;
- l. conduct which is seriously prejudicial to the best interests of University, or its athletic program or which is a violation of University mission;
- m. breach of any of the terms, duties or responsibilities set forth in this Letter of Appointment;
- n. any cause adequate to sustain the dismissal of any other University employee under applicable law and University policies and procedures.

Employee shall be entitled to utilize the reconsideration procedures available under MPP § 42728.

In the event this appointment is terminated for cause in accordance with the provisions of this Appointment Letter, all of University and University Auxiliary obligations to Employee under this 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 – MISCELLANEOUS

6.01 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 and pursuant to University policy and the obligation to evaluate their performance pursuant to University policy. 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.

6.02 Amendments To Agreement. This Letter of Appointment may be amended only by a written instrument duly approved by the University through its designated representative.

6.03 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.

6.04 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 ten (10) days of the expiration of the term of this Letter of Appointment or its earlier termination as provided herein, Employee shall deliver any such materials in his possession or control to the University.

6.05 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 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: Roderick Long
 Head Football Coach
 San Diego State University
 5500 Campanile Drive
 San Diego, CA 92182-4313

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

6.06 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.

6.07 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.

6.08 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 Roderick Long
Roderick Long, Head Football Coach

Date: 6-23-11

UNIVERSITY:

By Jim Sterk
Jim Sterk, Director of Athletics

Date: 6-23-11

By Jessica Rentto
Richel Thaler, Associate Vice President of Administration
Jessica Rentto, Interim Assoc. Vice Pres., Admin.

Date: 6/27/11