



## Office of the President

University Library 632 | 700 University Avenue | Monroe, LA 71209  
P 318.342.1010 | F 318.342.1019

January 5, 2021

Terry Wilson Bowden  
308 Warhawk Way  
Monroe, LA 71209

RE: OFFER LETTER FOR HEAD FOOTBALL COACHING POSITION

Dear Mr. Bowden:

The below terms and conditions constitute the offer made to you with regards to the Head Football Coach position at the University of Louisiana at Monroe (ULM). However, such terms and conditions provide herein as well as to be included in a formal Contract of Employment (herein “contract”) are not binding upon you nor ULM until approval of the Board of Supervisors for the University of Louisiana System (herein “Board”) – ULM’s management board – is obtained.

**Your signature below signifies that you acknowledge and agree that your employment status at ULM is considered to be *at will* until and unless a term contract is approved by the Board.**

     (Coach’s Initial)

- **TERM:** The Contract of Employment will be for a fixed period commencing on January 11, 2021 and ending on December 31, 2024, and may be amended or extended at any time during the period of the contract by mutual written consent, and approved by the Board.
- **REASSIGNMENT:** There will be a clause in your contract to reserve ULM’s right to reassign you to another position at ULM if determined by ULM to be in the best interest of the university and its students/student athletes for the term of the contract at your current salary. Refusal to accept reassignment may be considered just cause for termination of the contract by ULM.
- **TERMINATION BY COACH:** If you decide to leave ULM to become a football coach elsewhere, there will be a salary buyout in your contract requiring you to pay ULM an amount equal to the remainder of the base salary you would have earned in the current fiscal year that you leave ULM, or a sum equivalent to six months of base salary, whichever is less; payable to ULM within sixty (60) days of the date of termination.

# #TAKEFLIGHT

- **ULM TERMINATION *FOR CAUSE*:** There will be a clause in your contract that will permit ULM to terminate your employment for the normal and usual grounds for dismissal of a Division I Head Football Coach, including but not limited to misconduct, substantial and manifest incompetence, violations or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or ULM and Board rules, regulations, policies or procedures. ULM will not have any liability whatsoever in the event of a *for cause* termination of your contract.
- **ULM TERMINATION *WITHOUT CAUSE*:** Absent dismissal for cause, an early non-causal termination of your contract by ULM will entitle you to receive the remainder of the base salary you would have earned during the current fiscal year or an amount equivalent to six months of base monthly salary, *whichever amount is less*.
- **COMPENSATION STRUCTURE:** Your personal compensation will be structured as follows:
  - Base annual salary starting at \$350,000 that may be adjusted from time to time in line with usual ULM pay and performance review practices provided such adjustment is sustainable in the budget for intercollegiate athletics.
  - Opportunity to receive an earned incentive payment of \$50,000 to be paid by ULM during the time of your employment as head football coach for reaching and becoming bowl eligible or winning a conference championship.
- **OUTSIDE INCOME**
  - You will have the opportunity to earn outside income from sports camps and related outside income. In doing so you will be acting in your private capacity and not as an agent or employee of ULM.
- **OTHER EMPLOYEE BENEFITS**
  - Annual housing allowance of \$40,000 to be paid in equal bi-weekly payments
  - Annual vehicle allowance in the amount of \$10,000 to be paid in equal bi-weekly payments
  - Monthly cell phone allowance of \$45 to be included in bi-weekly payroll check
  - One time moving allowance in the amount of \$3,000

By accepting this offer of employment you understand, acknowledge and agree that you SHALL:

- promptly report to the University's Title IX Coordinator (<https://www.ulm.edu/titleix/>) any Known Violation(s) of the University's Sexual Misconduct Policy and Grievance Procedures (<https://webservices.ulm.edu/policies/policy/509>) or the University of Louisiana System's Sexual Misconduct Policy (<https://s25260.pcdn.co/wp-content/uploads/2020/07/Sexual-Misconduct-PPM-Revised-2020-Final.pdf>) (including, but not limited to sexual harassment, sexual assault, sexual exploitation, dating violence, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event; and immediately report any emergency situation to 911 and/or law enforcement. For purposes of this paragraph, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that you are aware of or have reasonable cause to believe is taking place or may have taken place. The University may terminate your employment and associated contract of employment for any determined violation by you for failure to report a Known Violation of: (1) Title IX of the Education Amendments of 1972; (2) the University's Sexual Misconduct Policy; or (3) the University of Louisiana System's Sexual Misconduct Policy;
- cooperate fully in the NCAA infractions process, including investigation and adjudication of a case in compliance with NCAA Bylaw 19.2.3; and
- report annually to ULM all athletically-related outside income or benefits in compliance with NCAA Bylaw 11.2.2.

By accepting this offer of employment to the Head Football Coach position, you represent and warrant that you are not the subject of a current NCAA investigation, and/or to the best of your knowledge you have never been subject to an NCAA investigation. In the event ULM discovers that you breached the foregoing warranty, ULM may terminate your employment for cause upon discovery. Furthermore, this offer and your employment is contingent upon completion of a background check and/or consumer credit report and maybe terminated upon receipt of results that demonstrate an inconsistency in your ability to fulfill the job requirements.

[CONTINUED ON PAGE 4]

Please signify your acceptance of this offer and the terms and conditions stated herein by signing and returning the original to the Athletic Director, Scott McDonald no later than January 6, 2021. Failure to reply with this deadline may void this offer.

By and on Behalf of the University of Louisiana Monroe

  
\_\_\_\_\_  
Ron Berry  
President

ACCEPTANCE

I, Terry Wilson Bowden, have read and understand the above offer of employment including the terms and conditions stated hereinabove, and agree to perform the administrative duties referenced therein; and further acknowledge and agree that my employment status with ULM is considered to be *at will* until and unless a term contract is approved by the Board.

Accepted this 7 day of January, 2021. Signature of Appointee

  
\_\_\_\_\_

Cc: Scott McDonald, Director of Athletics  
Jim Henderson, President, University of Louisiana System