

Date: December 3, 2023

Name: Bobby Wilder

RE: Memorandum of Understanding (MOU): Head Football Coach – Tennessee Tech University

Dear Bobby:

It is with great pleasure that we offer you the position of Head Football Coach for Tennessee Tech University, effective December 5, 2023. This Memorandum of Understanding (MOU), which presents the material terms of our offer, will be incorporated into a formal Employment Agreement for execution at the earliest possible date. Your acceptance of the terms of this MOU shall constitute a binding agreement between you and the University. This offer is contingent upon the results of the pending background check.

- Term: Five **(5)** years through December 31, 2028; extension criteria at the discretion of the University.
- Annual Base Salary: **\$250,000** with annual merit raises based on annual evaluation process and raise range as approved by the Tennessee Tech Board of Trustees for all University employees.
- Relocation Expenses. The University will provide the Head Football Coach **\$8,000** for expenses related to relocation, in accordance with University policy and state law.
- Full standard benefits on the same terms as provided by the University to Exempt employees, with contributions and benefit amount based upon the base salary.
- During the Term, the University shall arrange use of a dealer provided automobile for the Head Football Coach, or a monthly automobile allowance to be used (in the Head Football Coach's sole discretion) to pay all or part of his fixed monthly automobile lease or purchase expense. Coach shall maintain insurance and be personally responsible for negligent operation. Business travel mileage will be reimbursed according to University policy.

Among other terms, your employment contract shall include the following:

- In the event the University shall terminate the Head Football Coach's employment For Cause, then the University shall pay the Head Football Coach his accrued but unpaid Salary and benefits through the Date of Termination.
- In the event the University shall terminate the Head Football Coach's employment Without Cause, the University shall pay \$250,000 or the monthly amount if less than 12 months

remaining in an unexpired term as severance pay in a lump sum on the last day of the calendar month following the Date of Termination.

- In the event that Coach Wilder elects to voluntarily separate from University service prior to the expiration of this agreement to accept a professional coach opportunity, a FBS coach opportunity or a FCS head coach opportunity, the coach shall pay the University, or have paid on his behalf the following amounts. Half of such amount shall be payable to the University within thirty (30) days from the date of termination, with the remaining half amount due one (1) year from the date of termination.
 - Prior to December 31, 2024 - \$250,000 or
 - Prior to December 31, 2025 - \$200,000 or
 - Prior to December 31, 2026 - \$150,000 or
 - Prior to December 31, 2027 - \$100,000 or
 - Prior to December 31, 2028 - \$50,000

- **BONUSES**
 - **Performance Bonuses** – University shall provide the following performance bonus structure
 - \$5,000 during any fiscal year that Coach is named Conference Coach or Co-Coach of the Year.
 - \$10,000 during any fiscal year that Program wins the Conference regular season championship.
 - \$10,000 during any fiscal year that team earns a NCAA At-Large Bid.
 - \$15,000 during any fiscal year that team wins NCAA Playoff game. \$15,000 per win.
 - \$50,000 during any fiscal year that team is the NCAA Football Champion.
 - Earned performance bonuses are stacked on each other.

 - **APR Bonuses** – Coach shall be entitled to cumulative NCAA Academic Progress Rate (APR) bonuses as follows:
 - \$500 for a single year APR of at least 970
 - \$500 for a single year APR of 985 or above
 - \$1,000 for a four-year (multiyear) APR of 985 or aboveIn order to obtain the APR bonus(es), Coach must be the head coach of the team that earns the single year APR and head coach of the team for each of the four years for a multiyear APR bonus, and must be employed in that position on the date the NCAA releases the APR data to the public.

The parties acknowledge that while this MOU is sports-related, the primary mission of the University is education and the primary purpose of all the University's legal arrangements, including this MOU, is the furtherance of the University's mission. These terms are in force, pending execution of a Head Football Coach Employment Agreement. By signing below, Employee agrees to the material terms outlined in this document and agrees that these terms will be incorporated into the Head Football Coach Employment Agreement, which the parties shall promptly negotiate in good faith and execute within

sixty (60) calendar days of your start date. However, this MOU will remain in effect as the contract if an Employment Agreement is not signed within sixty (60) calendar days.

The parties acknowledge that, upon full execution, this MOU is a public record subject to disclosure.

Assuming that you are amenable, please indicate your acceptance by signing below. We have every confidence that you will lead the Tennessee Tech Golden Eagle Football Program to many wins and championships with integrity and pride, and we look forward to welcoming you as a member of the University.

Sincerely,

DocuSigned by:

Philip B. Oldham

188C67F795994C1...

Dr. Phil Oldham – President

DocuSigned by:

Mark Wilson

BC1454B44E28407...

Mark Wilson – Director of Athletics

I accept the terms of the Memorandum of Understanding for the position of Head Football Coach for the University and agree to perform these duties in compliance with all applicable laws, University policies, regulations and rules, and the bylaws and regulations of the Conference and NCAA.

DocuSigned by:

Robert Wilder

A38B1A0A976E4E1...

Bobby Wilder

12/3/2023

Date



December 5, 2023

Robert Wilder

Dear Mr. Wilder:

Tennessee Tech is pleased to offer you the position of Head Football Coach for the Athletics Department at a monthly salary of \$20,833.34 effective December 05, 2023. The offer is contingent on you satisfying all university required background investigations appropriate to the position and are otherwise in good standing. Please note it is a Class A misdemeanor to misrepresent academic credentials (T.C.A. Sec. 49-7-133). Your acceptance of this offer letter includes the following terms:

1. Prior to your employment date, you must provide the Office of Human Resources with proof of your eligibility to work in the United States and complete any documents required for employment. Please note direct deposit is required. You are also required to attend a new employee orientation within your month of hire. The date of your orientation is December 7, 2023. For more information, please contact Human Resources at 931/372-3034.
2. Your employment is subject to federal and state laws and Tennessee Tech's policies and requirements. You agree to abide by all applicable laws, policies, procedures, and guidelines, including but not limited to, the Family Education Rights and Privacy Act (FERPA) and complete any and all applicable training as determined by Tennessee Tech.
3. If you are found in violation of the NCAA regulations, you shall be subject to disciplinary action as set forth in the provisions of the NCAA procedures and TTU policies.
4. You agree to abide by Tennessee Tech Policy 732 regarding Intellectual Property. You may review the policy at <https://tntech.policytech.com/dotNet/documents/?docid=977&public=true>.
5. Your employment and the above-stated salary are in consideration of your satisfactory performance of the duties and responsibilities assigned to you as an employee of Tennessee Tech.
6. You understand that as an at-will employee, your employment may be terminated at any time without prior notice.

We look forward to working with you at Tennessee Tech University!

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Vedder".

Kevin Vedder
Associate Vice President for Human Resources

Please confirm your acceptance of this offer of employment by signing below and returning to Human Resources within five (5) business days.

I have read and understand the terms of employment and accept the position.

DocuSigned by:
Robert Wilder
A38B1A0A976E4E1...

Signature

Robert wilder

Printed Name

12/5/2023

Date Signed

DS
LB

12/6/2023