



WKU[®]

Board of Regents

EXECUTIVE

May 11, 2018

*Jody Richards Hall
Cornelius A. Martin Regents Room*

**ATHLETIC EMPLOYMENT CONTRACT / HEAD COACH,
WOMEN'S BASKETBALL**

REQUEST:

Approval of the Athletic Employment Contract between Western Kentucky University and Mr. Greg Collins.

FACTS / RECOMMENDATION:

President Timothy C. Caboni and Mr. Todd Stewart have negotiated an Employment Contract which outlines the terms and conditions of Mr. Collins' employment as Head Coach of the women's basketball program at the University. A copy of the Employment Contract is included with this agenda material.

MOTION:

To approve the Athletic Employment Contract between the University and Mr. Greg Collins.

**WESTERN KENTUCKY UNIVERSITY
ATHLETIC EMPLOYMENT CONTRACT**

This Employment Contract is made this 28th day of March, 2018, between **Western Kentucky University** (the "University") and **Greg Collins** ("Coach").

**ARTICLE I
PURPOSE**

The University and Coach have entered into this Employment Contract because the University desires to hire Coach for the time period referenced herein, with Coach's assurance that she will serve the entire term of this Employment Contract, a long-term commitment by Coach being critical to the University's desire to run a stable basketball program.

The University and Coach agree that head coaches of intercollegiate athletic teams at Western Kentucky 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 the media and control by external rules and regulations.

Coach shall be a staff employee at the University, with the terms of his employment restricted solely to this Employment Agreement. It is understood and agreed that Coach's sole grievance rights shall be as set forth herein and that Coach hereby waives any and all grievance rights under the University's internal grievance procedures.

**ARTICLE II
POSITION**

2.01 DESCRIPTION OF DUTIES AND RESPONSIBILITIES

A. RECOGNITION OF DUTIES

Coach agrees to be a loyal coach of the University. 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 decisions established or issued by the University. Coach also agrees

that, notwithstanding any other provisions of this agreement, during the term of this Employment Contract, he will not engage, directly or indirectly, in any business which would detract from his ability to apply his best efforts to the performance of duties hereunder.

B. GENERAL DUTIES AND RESPONSIBILITIES

During the period in which the University employs Coach as Head Women's Basketball Coach, Coach agrees to undertake and perform all duties and responsibilities attendant to the position of Head Women's Basketball Coach as set forth herein.

C. SPECIFIC DUTIES AND RESPONSIBILITIES WHILE EMPLOYED AS COACH

As of the beginning of this Employment Contract, the duties and responsibilities assigned to Coach in connection with the position as Women's Basketball Coach are as set forth below. This list of specific duties and responsibilities supplement, and is not exclusive of, the other general duties and responsibilities provided for elsewhere in this Employment Contract.

1. Provide the University with his most dedicated and conscientious service in carrying out the duties and responsibilities as set forth herein or as may be assigned by the Athletics Director and perform his duties and responsibilities in a manner consistent with state and University rules, regulations, and policies.
2. Be primarily responsible for all aspects of the basketball program including budget, scheduling, and the recruiting, training, supervision, evaluation, and performance of student athletes, coaching staff, and basketball office clerical staff subject to the approval of the Athletics Director.
3. Abide by and comply with the constitution, bylaws, and interpretations of the National Collegiate Athletic Association (NCAA), Conference USA, or any other basketball conference the University may choose to enter, as well as all University rules and regulations relating to the conduct and administration of the Women's

Basketball program. In the event that Coach becomes aware, or has a reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules, or regulations may have taken place, she shall report the same promptly to the Athletics Director of the University.

4. Use his best efforts to ensure that all academic standards, requirements, and policies of the University are observed by him and by members of his coaching staff at all times, including those in connection with the recruiting and eligibility of prospective and current student athletes for the basketball program, and ensure that said standards, requirements, and policies are not compromised or violated at any time.
5. Use his best efforts, in conjunction with the University, to ensure that all student athletes recruited for the basketball program are provided proper academic counseling and are encouraged to and given every opportunity to meet the degree requirements necessary to graduate from the University.
6. Recruit, coach, and train student athletes to compete successfully against major college competition in a quality basketball program.
7. Use his best efforts to ensure that the student athletes conduct themselves in a manner that will reflect a positive image for the University both on and off the basketball court.
8. Use his best efforts to keep public statements complementary to the athletics program and to the University.
9. Use his best efforts to establish and maintain a frequent and systematic program of personal communication with the University's student body, faculty, and staff.
10. Attend a minimum of twenty (20) meetings each year throughout Kentucky and other states as scheduled and as mutually agreed upon by the Coach, Athletics Director, and/or President.

2.02 DISCIPLINARY ACTIONS FOR VIOLATIONS OF NCAA OR CONFERENCE RULES AND REGULATIONS

If Coach is found to be in violation of NCAA or Conference rules and regulations, Coach shall be subject to disciplinary and/or corrective actions by the University.

2.03 REPORTING RELATIONSHIPS

The parties (without delineating the particular terms and conditions) acknowledge that each party will use its best efforts and will cooperate with the other to provide the following support for the University's basketball program.

- A. Coach's immediate supervisor for purposes of implementing the Contract shall be the Athletics Director of the University; all matters pertaining to the operation of the University's basketball program shall be subject to the direction and control of the Athletics Director.
- B. The overall policy of the entire athletics program shall remain the exclusive prerogative of the University. The Coach shall administer the daily routine and organization of the program as he deems necessary to effectuate its success, provided such administration shall be in accordance with the policies established by the Athletics Director.
- C. Coach shall have primary responsibility for decisions relating to choice and scheduling of basketball opponents, means of travel to be employed, hotel, food accommodations, size and content of the travel squad and party, and all other matters pertaining to the operation of similar phases of the basketball program, but final decisions in such matters shall be with the Athletics Director. It is specifically agreed and understood that travel arrangements shall be made in conformance with any contractual agreements between the University and any travel agency.

- D. Coach shall have the right to release, hire, and retain assistant basketball coaches subject to the approval of the Athletics Director, the President of the University, and (as it pertains to hiring) the University's Board of Regents.
- E. Coach shall have primary responsibility for developing the budget annually for the Women's Basketball program subject to the approval of the Athletics Director.

ARTICLE III
TERMS OF EMPLOYMENT

The initial term of this Employment Contract shall begin on March 28, 2018, and shall continue thereafter through June 30, 2022.

The parties agree that no later than March 15 of each year after the initial year, the Director of Athletics and the President may, in their discretion, extend the term of this contract in writing under the terms and conditions outlined herein by one (1) additional year at the end of each of the original four (4) years, with the term of employment, together with extensions, not to extend beyond June 30, 2025. Provided, however, that this extension provision shall not be construed to create an employment term that exceeds four (4) years at any given time, in accordance with the provisions of KRS 164.360(2).

ARTICLE IV
COMPENSATION / BENEFITS

In consideration for the promises he has made in entering into this Employment Contract, Coach shall be entitled to the following forms of compensation; base salary payments, benefits, and bonuses.

4.01 SALARY AND BENEFITS

- A. The initial base salary paid by the University to Coach for services and satisfactory performance of the terms and conditions of this Employment Contract shall be \$200,000 and shall be payable in equal monthly installments

during the period of this Contract and made in conformity with the payroll procedure of the University. Coach will be reviewed for his performance on an annual basis.

- B. Coach shall be eligible to participate in a group insurance, retirement, and voluntary payroll deduction program on the same basis and with the same University contributions that apply to the University's non-academic administrative staff.
- C. The University shall furnish to Coach, for his use on a loan basis during the term of her Employment Agreement, one (1) automobile and shall pay for automobile liability and comprehensive insurance and taxes, if applicable, upon said vehicle.
- D. The University will provide Coach, without charge, four (4) VIP football season tickets, six (6) Red Towel season women's basketball tickets, and six (6) reserved seat women's basketball season tickets. Such tickets may not be resold or traded for personal benefit by Coach. Coach shall have the option to buy twelve (12) additional season tickets in football or women's basketball if available. Coach shall be provided four (4) tickets for NCAA Women's basketball tournament games and, if available, may be offered additional tickets for purchase. It is agreed and understood that all tickets are provided to aid Coach in the performance of his job. It is intended that the value of the tickets be excluded from compensation under the Internal Revenue Code Section 132(a)(3) as a working fringe benefit.

4.02 COACH'S INCENTIVES

Coach shall be entitled to the following cumulative incentive/bonuses:

- | | |
|---|-------------------|
| 1. Academic Progress Rate of +940
each academic year | 5% of base salary |
|---|-------------------|

- | | | |
|----|--|-------------------|
| 2. | Academic Progress Rate of +970
each academic year | 5% of base salary |
| 3. | 1,500 Public Season Tickets sold
Women's Basketball in each contract year | 5% of base salary |
| 4. | Each subsequent increase of 500 Public Season
Tickets sold Women's Basketball in
each subsequent contract year | 5% of base salary |
| 5. | Conference Coach of the Year - 1 month's salary | \$16,667 |
| 6. | Regular Season Conference Championship OR
NCAA Tournament - 1 month's salary | \$16,667 |
| 7. | NCAA Sweet 16 appearance - 1 month's salary | \$16,667 |
| 8. | NCAA Final 4 appearance - 1 month's salary | \$16,667 |
| 9. | National Championship - 1 month's salary | \$16,667 |

4.03 TELEVISION AND RADIO SHOWS

Coach shall be required, as part of his duties, to make reasonable efforts to appear on and make a successful series of television and radio programs relating to the Women's Basketball program at Western Kentucky University. The parties agree that Western Kentucky University shall own all rights to these particular programs and shall be entitled, at its option, to produce and to market the programs and to negotiate with third parties for the production and marketing of the programs. Coach shall not unreasonably refuse to personally contact sponsors to increase advertising revenue as part of her obligation to work toward the television and radio programs. The Coach shall allow his name, likeness, facsimile, and biographical sketch to be used by Western Kentucky University or the Producer of the television and radio shows for promotional purposes only. As it relates to these television and radio programs only, Western Kentucky University shall have this exclusive right to contract with program sponsors for commercial endorsements. The parties agree that the University shall be entitled to retain all revenues from

program sponsorships and from program sponsors for commercial endorsements used during the television and radio programs produced under the provisions of this paragraph. The parties agree and understand that the Coach will be compensated for his services provided herein by the Big Red Radio Network.

4.04 OPPORTUNITIES TO EARN OUTSIDE INCOME

While Coach is representing the University as Head Women's Basketball Coach, he shall have the opportunity to earn outside income as a result thereof. The following general terms and conditions shall apply to each case in which Coach seeks to or makes arrangements to earn outside income as a result of his being Head Basketball Coach:

- A. Such outside activities shall not interfere with the full and complete performance by Coach of his duties and obligations as a University coach.
- B. In no event shall Coach accept or receive directly or indirectly any monies, benefit, or any other gratuity whatsoever if such action would violate NCAA legislation.
- C. Coach shall obtain the advance written approval from the Athletics Director before entering into such agreements.
- D. Such activities are independent of Coach's employment at University and the University shall have no responsibility nor bear any liability for any claims arising therefrom.
- E. **SUMMER CAMPS.** Coach shall be entitled to at least three (3) weeks of basketball camps using Western Kentucky University's athletic facilities and equipment. Coach shall have priority to conduct at least two weeks of camp (i.e., fourteen (14) days) in the month of June after the regular term of public school in Kentucky has concluded. The operation of camp(s) will be conducted under the

auspices of Western Kentucky University Athletics Department and shall be conducted in accordance with general policies of the University. Coach will be obligated to pay the University the sum of one dollar (\$1) for the use of its intercollegiate athletic facilities and equipment for each of the basketball camps, and said equipment and facilities shall be available for use for a minimum of three (3) weeks per year. A separate rate will be determined for the use of the Raymond B. Preston Health and Activities Center, which rate will not be unreasonable and which shall be determined by September 30 of the preceding year. Rates for room and meals to be charged by Western Kentucky University for such student camps shall be rates normally charged for student camps generally by the University, which may vary from year to year. Coach agrees and understands that the University will place a surcharge on each camper enrolled in the camps, and University agrees to give Coach notice of the amount of the surcharge on or before September 30 of the preceding year. Should there be a conflict between Western Kentucky University's Women's Basketball program and any other University athletic team or University sponsored or affiliated program or organization concerning the use of the above facilities and equipment, this conflict shall be resolved by and in the sole discretion of the Athletics Director, who shall have the final determination on all matters.

F. OTHER INCOME

1. Commercial, Apparel, and Equipment Endorsements - Coach may undertake commercial endorsements of shoe in exchange for his endorsement of the shoes or his agreement to consult with the manufacturer or seller concerning the design and/or marketing of such shoes, and/or any products and services in which he identifies himself as Coach of the University's intercollegiate

basketball team and retain any and all income derived therefrom; provided, however, that such endorsements are in writing, do not conflict with existing University contracts, do not discredit or embarrass the University, do not extend beyond the term of this Employment Agreement, would be coterminous with Coach's termination of employment as Head Basketball Coach at the University, and are subject to the University's trademark and licensing program, and the prior approval of the University's Athletics Director.

2. Other Products - Products obtained in trade or other negotiations by Coach on behalf of the University will not require compensation by the University to Coach and shall remain the property of the University.
3. Income from Speeches, Appearances, and Written Materials - Any income derived by Coach from speeches, appearances, and/or written materials shall be his separate income. Any speech given pursuant to this paragraph must be given by Coach in his individual capacity, not his official capacity as a University Coach.

ARTICLE V TERMINATION

5.01 TERMINATION BY UNIVERSITY FOR JUST CAUSE

The University shall have the right to terminate this Employment Agreement for just cause prior to its normal expiration date. The term "just cause" shall be defined as follows:

- A. Conviction of a felony or declared by a court of competent jurisdiction to be guilty of a crime involving moral turpitude;

- B. Intentional serious violation of any law, rule, regulation, or constitutional provision by the NCAA by Coach, and/or by a member of the Women's basketball coaching staff or any other person under the Coach's supervision and direction, including student athletes in the basketball program for which Coach had prior actual knowledge;
- C. Deliberate violations of any duties or responsibilities outlined in this Employment Agreement or refusal or unwillingness to perform such duties or responsibilities in good faith and failure to cure such violations upon thirty (30) days written notice from the Athletics Director.

5.02 UNIVERSITY'S OBLIGATIONS UPON TERMINATION FOR CAUSE

In the event this Employment Agreement is terminated for cause in accordance with the provisions of Section 5.01 hereof, and at the time of such termination if there is more than one (1) month of unexpired term of this Contract, Coach shall be entitled to a "severance fee," which shall be computed and paid as if the unexpired term of this Contract was only one (1) month. The "severance fee" will be calculated solely on the base salary (not including supplement payments) as of date of termination.

5.03 TERMINATION WITHOUT CAUSE

Termination "without cause" shall mean termination of this Contract on any basis other than those set forth in Section 5.01.

- A. Either party shall have the right to terminate this Employment Contract without cause prior to its normal expiration date by delivering to the other party written notice of intent to terminate.
- B. If either the University or the Coach terminate this Contract without cause prior to its expiration date in accordance with the provisions of this Section, the party terminating shall pay the other party, as liquidated damages, a lump sum payment

of two hundred and fifty thousand dollars (\$250,000) or an amount equal to the Coach's base salary as of the date of termination, whichever amount is greater. Said sum shall be paid within thirty (30) days of Coach's last day of employment at the University.

- C. Failure to timely pay such liquidated damages shall constitute a breach of this Contract and such sum shall be recoverable together with reasonable attorney fees, in any court of competent jurisdiction. In no case shall either party be liable to the other 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 appearance, apparel or shoe contracts, consulting relationships, or from any other sources that may ensue as a result of the termination of this Contract without cause, unless such termination is found to be in violation of any terms or provisions of this Contract.
- D. Should Coach terminate this Contract under the provisions of paragraph 5.03, in addition to the obligations agreed upon herein, Coach agrees to guarantee a four (4)-year home/home game series between the women's basketball team of the college/university which employs him and the University's Women's Basketball team, with no requirement for financial remuneration on the part of that college/university or the University. Said series must start within two (2) years following the date of Coach's termination of this Contract.
- E. Should Coach's termination with cause be based upon his decision to resign or retire from collegiate women's basketball and Coach does not thereafter accept employment as a Head Women's Basketball Coach for at least one full year following the date of his resignation or retirement, these provisions shall not apply.

ARTICLE VI
MISCELLANEOUS

6.01 UNIVERSITY APPROVAL REQUIRED PRIOR TO NEGOTIATION WITH OTHER SCHOOLS OR EMPLOYERS

The parties agree that should another coaching or sports-related employment opportunity be presented to Coach or should Coach be interested in another coaching position during the term of her Employment Agreement, Coach must notify the University's Athletics Director of such opportunity or interest, and obtain permission from the Athletics Director before any discussions can be held by Coach with anticipated coaching position principals, which permission shall not be unreasonably withheld; provided, however, that the University may condition its permission to discuss upon that college/university's agreement to the home-and-home series as described in Section 5.03(D) in the event Coach accepts employment with that college/university.

6.02 AMENDMENTS TO AGREEMENT

This Employment Agreement can only be altered or amended by written agreement between Coach and as approved by the Board of Regents.

6.03 UNIVERSITY RETAINS ALL MATERIALS AND RECORDS

All materials or articles of information, including, without limitations, personnel records, team information, films, tapes, statistics, or any other material or data furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction of the University's use or otherwise in connection with Coach'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 Agreement or its earlier termination as provided herein, Coach shall immediately cause any such materials in his possession or control to be delivered to the University.

6.04 TAX LIABILITIES

Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits received pursuant to this Agreement.

6.05 LAWS OF THE COMMONWEALTH OF KENTUCKY

This Agreement shall be interpreted under the Laws of the Commonwealth of Kentucky, and if any provision of the Agreement may be prohibited, this shall not invalidate the remaining provisions of the Agreement.

6.06 ACKNOWLEDGMENT

Coach acknowledges that she has read and understands the foregoing provisions of this Agreement, that she has been afforded and has exercised the opportunity to consult with personal legal counsel, that the provisions are reasonable and enforceable, and she agrees to abide by this Agreement and the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto set forth their respective signatures on this Agreement as of the date set forth below.

WESTERN KENTUCKY UNIVERSITY

COACH

BY: 

Timothy Caboni
President

13 April 2018
Date

BY: 

Greg Collins

4/12/18
Date

BY: 

Todd Stewart
Athletic Director

4-12-18
Date

**AUTHORIZATION TO ENTER INTO MEMORANDUM OF LEASE
AGREEMENT WITH COLLEGE HEIGHTS FOUNDATION, INC.**

REQUEST:

The President requests that the Board authorize the University to enter into a Memorandum of Lease Agreement with the College Heights Foundation, Inc.

FACTS / RECOMMENDATION:

WKU owns the land and the facility known as the Foundation Building that has been used as the offices of the College Heights Foundation since 1969. When the Foundation Building was constructed it was reflected by both the Board of Regents and the Board of Directors of the College Heights Foundation that it was intended to be the permanent home of CHF. WKU and CHF agree that the Foundation Building and its systems have outlived its useful life expectancy, and WKU does not have the available resources to sufficiently fund the necessary renovations. After exploring numerous options, it is the consensus by all parties involved that it would be more economical to raze the existing structure and build a new facility rather than pursue a renovation of the existing structure. CHF has raised the private support necessary and is agreeable to funding the construction of a new facility in exchange for a commitment from WKU on a long term land lease to protect the investment as the home of CHF for as long as the CHF Board of Directors determines, in its sole discretion, that the facility continues to serve its needs.

The proposed Memorandum of Lease Agreement, if approved, will provide the parameters of a long term lease agreement that will be drafted and finalized at a later date.

BUDGETARY IMPLICATIONS:

WKU will continue to provide the M&O (Maintenance and Operation) services for the new building and will address the Foundation Building's systems, equipment and replacement needs as they arise over the term of the lease. Any material improvements or cosmetic changes would be the responsibility of CHF.

RECOMMENDATION:

President Timothy C. Caboni recommends that the Board authorize the University to enter into a Memorandum of Lease Agreement with the College Heights Foundation, Inc. and subsequent long term lease agreement as provided therein at a later date.

MOTION:

Move that the Board authorize the University to enter into a Memorandum of Lease Agreement with the College Heights Foundation, Inc. and subsequent long term lease agreement as provided therein at a later date.

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT, by and between the COLLEGE HEIGHTS FOUNDATION, INC. (CHF) and WESTERN KENTUCKY UNIVERSITY (WKU), sets forth the terms of the land lease agreement for the Cliff Todd Center located on the campus of WKU.

WHEREAS, Western Kentucky University was founded in 1906 as an educational institution located in Bowling Green, Kentucky and the College Heights Foundation was founded in 1923 as an Internal Revenue Code 501(c)(3) nonprofit corporation located in Bowling Green, Kentucky for the purpose of creating funds to benefit the institution and its students; and

WHEREAS, WKU owns the land and the current facility known as the Foundation Building that has occupied the offices of the College Heights Foundation since 1969; and

WHEREAS, when the Foundation Building was constructed it was reflected by both the Board of Regents of Western Kentucky University and the Board of Directors of the College Heights Foundation that it was intended to be the permanent home of CHF; and

WHEREAS, WKU and CHF have a Memorandum of Understanding most recently revised in 2017 providing a framework for both WKU and CHF leaders to examine how the CHF can most effectively support the mission of WKU, develop a shared vision for mutually beneficial partnerships, and clarify mutual expectations and responsibilities; and

WHEREAS, CHF exists to raise and manage private resources supporting the mission and priorities of WKU, provide scholarship opportunities for deserving students, and contribute to institutional excellence; and

WHEREAS, WKU believes that in order for CHF to best support the institution, its mission, and its students, it is vital and necessary for CHF to be located on the property of WKU to provide access to these essential services; and

WHEREAS, WKU and CHF agree that the Foundation Building and its systems have outlived its useful life expectancy, and WKU does not have the available resources to sufficiently fund necessary renovations; and

WHEREAS, WKU and CHF have explored many options and come to the consensus that it is not prudent to invest significant resources into a renovation when a replacement building would be more economical and provide greater flexibility for the future; and

WHEREAS, CHF received a lead gift from Mr. Cliff Todd for the construction of a new facility and raised the additional private support necessary so no institutional funds would be spent on the construction of this new building; and

WHEREAS, WKU agrees that in consideration for the services provided by CHF on an annual basis that a land lease of \$1 per year for 99 years shall be structured for the ground occupied by the Cliff Todd Center; and

WHEREAS, WKU agrees to provide the ongoing maintenance and operations of the Cliff Todd Center as was previously provided for the Foundation Building, but acknowledges that it will be the responsibility of CHF to fund any improvements or cosmetic changes that are not typically covered in routine maintenance and operations expenses provided by the University; and

WHEREAS, CHF is agreeable to entering into a land lease agreement with WKU and subsequently razing the existing Foundation Building and constructing the new Cliff Todd Center on the same approximate site; then

THEREFORE, in consideration of the mutual covenants and conditions herein contained it is agreed that:

1. WKU agrees to and shall:
 - a. Lease the land that will occupy the Cliff Todd Center for \$1 per year to the College Heights Foundation for a term of ninety-nine (99) years with a subsequent renewal clause of ninety-nine (99) additional years at the discretion of the College Heights Foundation Board of Directors.
 - b. Continue to provide the M&O (Maintenance and Operation) services for the Cliff Todd Center.
 - c. Provide assistance to CHF through PDC (Planning, Design, and Construction) for building construction to ensure satisfactory design standards and compliance with applicable standards and laws.
 - d. Allow CHF to continue to temporarily occupy a suite in the Mahurin Honors College and International Center during the construction of the facility.
 - e. Provide secondary insurance coverage so if the premises are materially damaged by catastrophe or other casualty that WKU shall be entitled to a fair and appropriate amount if the CHF Board determines it is not in the best interest to repair.
 - f. Compensate CHF for any building replacement costs if WKU and CHF mutually agree to terminate the lease earlier than the ninety-nine year term.

2. CHF agrees to and shall:
 - a. Provide services to WKU as outlined in the Memorandum of Understanding between CHF and WKU.
 - b. Pay \$1 per year land lease payment in a timely fashion when invoiced by WKU.
 - c. Coordinate any construction with the Department of Planning, Design, and Construction at WKU.
 - d. Provide CHF resources and/or secure any independent financing for the construction of the Cliff Todd Center.

- e. Provide primary insurance coverage on the facility and its contents.
- f. Provide at least one year written notice to WKU of CHF's intent to terminate the lease should the CHF Board of Directors determine that the Cliff Todd Center no longer adequately serves the needs of CHF. If CHF voluntarily terminates the lease prior to the end of the term, then the building would become the property of WKU.

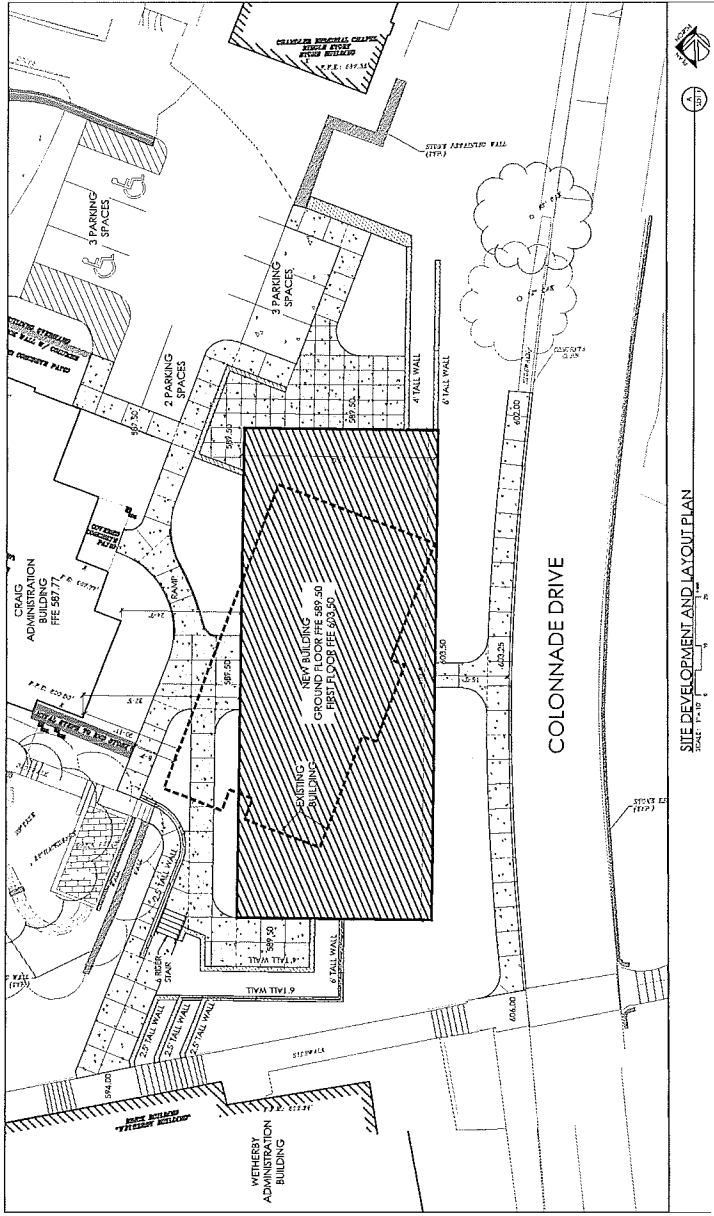
Entered into this the _____ day of _____, 2018

College Heights Foundation, Inc.

Western Kentucky University

Donald L. Smith, President

Timothy C. Caboni, President



1" = 10'

SITE DEVELOPMENT AND LAYOUT PLAN

DATE: 10/15/10

APPROVAL OF NAMING DESIGNATED ROOMS / AREAS

REQUEST:

Acceptance for naming the rooms / areas noted herein in honor of the contributions of the individuals designated.

FACTS:

Contributions received for designated area listed below:

Augenstein Alumni Center

Room/Area: Grand Staircase
Location: 1st floor
Donor: Terry Gilpin
Room/Area Name: *Grand Staircase*
A gift from Terry O. Gilpin

Mahurin Honors College - International Center

Room/Area: Faculty Office, Room 1043
Location: 1st floor
Donor: William and Christianna Turner
Room/Area Name: *Generously provided by*
William (2007) and Christianna Turner

Gary Ransdell Hall

Room/Area: Educational Resource Center
Location: 1st floor
Donor: Beulah Winchel
Room/Area Name: *Beulah Winchel Education Library*

College Heights Foundation Building

Room/Area: College Heights Foundation Building
Location: Colonnade Drive
Donor: J. Clifford Todd
Room/Area Name: *Cliff Todd Center*

President's Home

Room/Area: Outdoor garden area
Location: Backyard
Donor: J. Clifford Todd
Room/Area Name: *Cliff Todd Gardens*

Nick Denes Baseball Field

Room/Area: Press box
Location: Nick Denes Field
Donor: Janice and Dr. Jack Glasser
Room/Area Name: *Jack and Janice Glasser Press Box*

RECOMMENDATION:

President Timothy C. Caboni recommends that the Board of Regents accept the naming of the rooms / areas in honor of the individuals designated.

MOTION:

To approve naming the rooms / areas as identified herein in honor of the contributions of the individuals designated.

PROVOST LETTER OF APPOINTMENT

REQUEST:

Approval of the Letter of Appointment between Western Kentucky University and Professor Terry Ballman.

FACTS / RECOMMENDATION:

President Timothy C. Caboni has negotiated a Letter of Appointment which outlines the terms and conditions of Professor Ballman's employment as Provost at the University. A copy of the Letter of Appointment is included with this agenda material.

MOTION:

To approve the Letter of Appointment between the University and Professor Terry Ballman.



OFFICE OF THE PRESIDENT

April 30, 2018

Dear Professor Ballman:

It is a pleasure to inform you I am prepared to recommend to the Board of Regents that you be appointed as Provost at Western Kentucky University, effective August 1, 2018 (the "Effective Date"). Please accept this letter as an offer of employment as Provost, subject to the following terms and conditions:

1. Your appointment as Provost is subject to the general policies of the University, as amended from time to time.
2. Your service as Provost will be your exclusive employment. All other external activities for pay will require my prior written approval.
3. Your annualized base salary will be \$255,000 per year. Annually, you will work with me to establish performance goals and your service as Provost will be reviewed each year. Annual salary increases will be provided as determined by the University.
4. The term of your appointment as Provost will be for five years (the "Term") and will begin on the Effective Date and expire on the five year anniversary thereof. Your service as Provost may be terminated by the University during the Term for "cause," as defined in Section 164.360 of the Kentucky Revised Statutes, in which case no severance benefits will be provided. If you are terminated during the Term without "cause," the University will, upon receipt of a written release from you, pay you a severance benefit equal to twelve months of your then current base salary, payable in twelve equal installments over the twelve months following receipt of your executed written release.
5. Subject to normal academic review and approval procedures, the Board of Regents will appoint you as a tenured full Professor.
6. Following your service as Provost, if you continue your service at the University as a faculty member, you will receive a twelve-month administrative leave at your then current base salary to prepare to assume faculty duties, provided your service as Provost has been for at least five years and you have agreed that, following your leave, you will return for at

E6

The Spirit Makes the Master

Craig Administrative Center | Western Kentucky University | 1906 College Heights Blvd. #11001 | Bowling Green, KY 42101-1001
phone: 270-745-4346 | fax: 270-745-4492 | web: www.wku.edu

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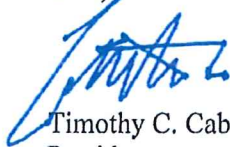
Professor Terry Ballman
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least one full academic year to full-time responsibilities as a professor. When your one-year administrative leave has concluded, your entitlement to administrative benefits (e.g., vacation benefits for administrators), if any, will end. Your salary and benefits as a tenured professor will be equal to the average of the three highest paid full-time professors within your discipline within the Potter College of Arts and Letters (prorated to reflect the regular academic year appointment in the College, if appropriate).

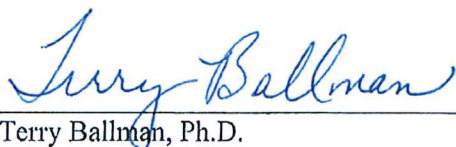
7. You will be entitled to standard University benefits (e.g., retirement, health, life, long-term disability and other insured and uninsured benefit programs) on a substantially similar basis as other senior administrators of the University, including being immediately eligible for the maximum vacation accrual. The University will reimburse you in accordance with normal policies and procedures for the reasonable travel, business, and entertainment expenses you incur in connection with your performance of your duties under this Agreement.
8. The University will cover the cost of two trips to Bowling Green to assist in identifying housing and relocation options.
9. The University will pay for the pack, load, and transfer and unload, of your household furniture and routine household contents, up to a maximum of \$20,000. The University will use its relocation provider for this benefit, and they will invoice the University directly for this service.
10. Kentucky State law requires a state and national criminal history background check as a condition of employment, which can be initiated when this letter is returned.

If the above terms are acceptable to you, please sign a copy of this offer letter and return it to me.

Best,



Timothy C. Caboni
President



Terry Ballman, Ph.D.

My signature above indicates acceptance of the offer described in this letter,
dated April 30th, 2018.

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