



EXECUTIVE COMMITTEE

June 10, 2022

**APPROVAL OF THIRD ADDENDUM TO
ATHLETICS DIRECTOR EMPLOYMENT CONTRACT**

REQUEST:

Approval of Third Addendum to the Athletics Director Employment Contract between Western Kentucky University and Mr. Todd Stewart.

FACTS:

The University and Mr. Stewart have negotiated a Third Addendum to the Athletics Director Employment Contract which outlines revised terms and conditions of his employment. A copy of the Third Addendum is included with this agenda material.

BUDGETARY IMPLICATIONS:

Todd Stewart's annual base salary will increase from \$274,776 to \$298,000. The increase has been generated through private funds and is being funded through the Hilltopper Athletic Foundation. None of this increase is coming from the athletic's budget or state budget.

RECOMMENDATION:

President Timothy C. Caboni requests approval of the Third Addendum to the Athletic Employment Contract between Western Kentucky University and Todd Stewart.

MOTION:

Approval of the Third Addendum to the Athletics Director Employment Contract between Western Kentucky University and Mr. Todd Stewart.

**WESTERN KENTUCKY UNIVERSITY
THIRD ADDENDUM TO
ATHLETICS DIRECTOR EMPLOYMENT CONTRACT**

This Third Addendum to the Athletics Director Employment Contract is made this ____ day of _____, 2022, between **WESTERN KENTUCKY UNIVERSITY** (the “**UNIVERSITY**”) and Todd Stewart (“**AD**”).

The parties agree that the following provisions of the Athletic Director Employment Contract dated August 1, 2012, the First Addendum dated March 8, 2016, and the Second Addendum dated February 19, 2019, to the extent applicable, is hereby amended to provide as follows:

Article III. **TERM OF EMPLOYMENT**

The term of the Employment Contract shall be a period beginning on the 1st day of August, 2022, and expiring on the 31st day of July, 2026.

Article IV. **COMPENSATION/BENEFITS/BONUSES**

4.01 **BASE SALARY AND BENEFITS**

As of the date of this Addendum, AD’s current base salary paid by the University to AD for services and satisfactory performance of the terms and conditions of the Employment Contract is \$274,776. Effective August 1, 2022, AD’s base salary shall be increased to \$298,000. AD and University agree that the increase in salary, including all benefits associated with the increase, will be funded in advance on August 1, 2022 for the University’s current fiscal year, and on July 1 of each subsequent fiscal year, and that payment of the increase (and associated benefits) shall be funded by the Hilltopper Athletic Foundation.

4.02 **SUPPLEMENTAL SALARY PAYMENTS**

AD shall be entitled to an annual \$50,000 retention bonus as additional supplemental salary for each year employed as AD by the University on October 1 during this Third Addendum’s contract

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term. The retention bonus shall be funded by the Hilltopper Athletic Foundation.

Article V. **TERMINATION**

5.05 **LIQUIDATED DAMAGES UPON TERMINATION BY AD WITHOUT CAUSE**

If the AD terminates this Contract without cause before July 31, 2026, the AD shall pay to the University, as liquidated damages, a sum equal to the AD's base salary as of the date of termination to be paid within thirty (30) days of AD's last date of employment with the University.

In addition, AD agrees to waive any right to supplemental salary payments earned or accrued during the fiscal year of the date of termination and as described in Article IV 4.02. Failure to timely pay such liquidated damages shall constitute a breach of this Contract and such sum shall be recoverable, together with reasonable attorney's fees, in any court of competent jurisdiction.

If the AD resigns or retires from intercollegiate athletics and thereafter does not accept employment as a Director of Athletics at a NCAA Division 1 college or university for at least one full calendar year following the date of his resignation or retirement, this liquidated damage provision shall not apply.

All amendments to the Employment Contract dated August 1, 2012, are specifically noted and described in the First and Second Addendums and this Third Addendum, and the parties agree that all terms, conditions, agreements, and provisions of the Employment Contract dated August 1, 2012, not specifically modified by the First and Second Addendums or this Addendum shall continue in full force and effect as established therein. The parties further agree that this Third Addendum to the Employment Contract is contingent upon subsequent approval by the University's Board of Regents which will be sought by the University at the Board's next meeting, June 10, 2022.

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

WESTERN KENTUCKY UNIVERSITY

DIRECTOR, INTERCOLLEGIATE ATHLETICS

Timothy C. Caboni Date
President

Todd Stewart Date

[Type here]

**APPROVAL OF ADDENDUM TO
ATHLETIC EMPLOYMENT CONTRACT**

REQUEST:

Approval of an Addendum to the Athletic Employment Contract between Western Kentucky University and Amy Tudor.

FACTS:

The University and Coach Tudor have negotiated an Addendum to the Athletic Employment Contract which outlines revised terms and conditions of her employment as head softball coach and extends her employment until June 30, 2026. A copy of the Addendum is included with this agenda material.

BUDGETARY IMPLICATIONS:

Amy Tudor will receive an increase of \$15,000 bringing her salary to \$94,456. If Coach Tudor remains as Head Softball Coach on October 1, 2024, she will receive a \$10,000 retention bonus.

RECOMMENDATION:

President Timothy C. Caboni requests approval of a Second Addendum to the Athletic Employment Contract between Western Kentucky University and Amy Tudor.

MOTION:

Approval of the Addendum to the Athletic Employment Agreement between Western Kentucky University and Amy Tudor.

**SECOND ADDENDUM
TO
WESTERN KENTUCKY UNIVERSITY
ATHLETIC EMPLOYMENT CONTRACT**

This Addendum No. 2 to the Employment Contract between **WESTERN KENTUCKY UNIVERSITY** (the "University") and **AMY TUDOR** ("Coach") is entered into for the following purposes:

The parties agree that **ARTICLE III, "TERM OF EMPLOYMENT"** is hereby amended to read as follows:

The term of the Employment Contract most recently amended by the parties on July 17, 2018, shall be amended to provide for a period beginning on the day this Addendum No. 2 is fully executed by all parties and expiring on the 30th day of June, 2026, as follows. The parties agree that if circumstances do not exist that would justify dismissal for cause as defined in 5.01 of the Employment Agreement during any year of this Contract, the term of this Contract shall be extended under the same terms and conditions by one additional year at the end of each year, with the term of employment together with extensions not to extend beyond June 30, 2029. 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 - Revisions to existing contract:

4.01 Salary and Benefits

- Total compensation beginning on July 1, 2022 becomes \$94,456 representing a net increase of \$15,000.
- If Tudor remains as Head Softball Coach on October 1, 2024, she will receive a \$10,000 retention bonus.

4.02 Coach's Incentives

Final Season Team RPI 50 or lower	\$5,000
Regular or Post Season win over an opponent ranked in the nation's top 25	\$2,500

ARTICLE V, TERMINATION

5.03 Termination Without Cause by University or Coach

The **UNIVERSITY** and **COACH** shall have the right to terminate this Employment Contract prior to its normal expiration on June 30, 2026 (or June 30, 2027, or June 30, 2028, or June 30, 2029 in the event of extension), without cause. Termination "without cause" shall mean termination of this Contract on any basis other than those set forth in Section 5.02. Termination by either party without cause shall be effectuated by delivering to the other party written notice of the terminating party's intent to terminate this Contract without cause.

Unless otherwise specifically amended herein, the parties agree that all terms, conditions, agreements, and provisions of the Employment Contract dated July 1, 2005, shall continue in full force and effect for the term as established herein. The parties agree that this Addendum No. 2 is contingent upon subsequent approval by the University's Governing Board of Regents which will be sought by the University on June 10, 2022.

This Addendum entered into this _____ day of _____, 2022 by:

Todd Stewart
Director of Athletics
Western Kentucky University

Amy Tudor
Head Coach
Western Kentucky University

**PHILANTHROPIC NAMING REQUEST FOR THE
ROTC PHYSICAL TRAINING FACILITIES – CENTURY PARK**

REQUEST:

Approval of the philanthropic naming of the ROTC Physical Training Facilities, “Century Park” located at the Charles M. Ruter Track and Field Complex in recognition of generous gifts from a group of ROTC alumni.

FACTS:

For more than 100 years, Hilltopper Army ROTC at WKU has transformed hundreds of college students into leaders of character for our Army and our nation. The Army ROTC program at WKU is one of the oldest in the state and traces its origin to the National Defense Act of 1916 and the spring of 1917 when the United States entered World War I.

WKU offers students an opportunity to pursue coursework that can lead to a commission with the U.S. Army. The Army ROTC program is available on the WKU main campus and is administered through the Department of Military Science and Leadership in the College of Education and Behavioral Sciences. At WKU, more than 200 students take courses from the Military Science department each year, and students represent engineering, science, business, government, English, and nearly all other academic fields.

Each year, about 15 WKU students complete the Army ROTC program and earn commissions as U.S. Army officers. In the 2021-2022 academic year, the WKU Hilltopper Battalion commissioned the 100th class of 2nd Lieutenants.

This philanthropic naming request is recommended in honor of the 100th commissioned class and in recognition of generous gifts from dedicated ROTC alumni in support of the ROTC program.

BUDGETARY IMPLICATIONS:

The College of Education and Behavioral Sciences will cover the cost of the sign for the area.

RECOMMENDATION:

President Timothy C. Caboni recommends the philanthropic naming of the ROTC Physical Training Facility to Century Park.

MOTION:

Approval of the philanthropic naming of the ROTC Physical Training Facility to Century Park.