



EXECUTIVE

June 5, 2026

**PHILANTHROPIC NAMING REQUEST FOR THE
CHARLES FORRESTER GALLERY**

REQUEST:

Approval of the philanthropic naming of a gallery space within the Charles Hardcastle Kentucky Building as the Charles Forrester Gallery in recognition of a gift from the Forrester family.

FACTS:

Charles Howard Forrester (1928–2003) was WKU’s first sculpture professor, and he taught in the Department of Art from 1965-1992. He was instrumental in designing a sculpture facility that included a state-of-the-art metal casting foundry in the Ivan Wilson Fine Arts Center.

Forrester was a distinguished international sculptor whose style centered on Abstract Realism. Working primarily in metal, concrete and wood, Forrester created works that expressed his evolving love of the human form, sly humor and engineering feats. Throughout his career, he produced more than 550 sculptures with his work exhibited and placed in public and private collections internationally. His artistic vision and craftsmanship contributed meaningfully to the canon of American art.

This naming is presented in recognition of the Forrester family’s generous support and to honor Charles Forrester’s artistic legacy and lasting contributions to the cultural and educational mission of WKU.

BUDGETARY IMPLICATIONS:

The Kentucky Museum will cover cost of signage.

RECOMMENDATION:

President Timothy C. Caboni recommends the approval of the philanthropic naming of a gallery space within the Charles Hardcastle Kentucky Building as the Charles Forrester Gallery.

MOTION:

Approval of the philanthropic naming request for a space within the Charles Hardcastle Kentucky Building as Charles Forrester Gallery.

**APPROVAL OF ATHLETIC
EMPLOYMENT CONTRACT**

REQUEST:

Approval of an addendum to the employment contract between Western Kentucky University and Todd Stewart.

FACTS:

The University and Todd Stewart have negotiated an addendum to his employment contract which outlines the terms and conditions of his employment as the Athletic Director until July 31, 2030.

BUDGETARY IMPLICATIONS:

Todd Stewart will receive a retention bonus of an additional \$35,000 for each year beginning October 1 to be paid by the Hilltopper Athletic Foundation.

RECOMMENDATION:

President Timothy C. Caboni requests approval of the addendum to the employment contract between Western Kentucky University and Todd Stewart.

MOTION:

Approval of the addendum to the employment contract between Western Kentucky University and Todd Stewart.

ADDENDUM NO. 4

**WESTERN KENTUCKY UNIVERSITY
ATHLETICS DIRECTOR EMPLOYMENT CONTRACT**

This Addendum to the Employment Contract by and between **WESTERN KENTUCKY UNIVERSITY** (the "University") and **Todd Stewart** ("AD") is entered into for the purpose of amending the original employment contract dated August 1, 2012, the First Addendum dated March 8, 2016, the Second Addendum dated February 19, 2019, and the Third Addendum dated August 12, 2022. Except as expressly modified herein, all terms and conditions of the preceding contracts shall remain unchanged and in full force and effect.

ARTICLE III – TERM OF EMPLOYMENT

The term of this Employment Contract shall be a period beginning on the 1st day of August 2026 and expiring on the 31st day of July 2030.

ARTICLE IV – COMPENSATION/BENEFITS/BONUSES

4.02 SUPPLEMENTAL SALARY PAYMENTS

G. AD will be entitled to an annual \$85,000 retention bonus as additional supplemental salary for each year employed as the University's AD on October 1 during this Fourth Addendum's contract term. The retention bonus shall be funded by the Hilltopper Athletic Foundation.

Unless otherwise specifically amended herein, the parties agree that all terms, conditions, agreements, and provisions of the contract and addendums referenced above are incorporated herein by reference and shall continue in full force and effect for the term as established herein. The parties agree that this Addendum is contingent upon subsequent approval by the University's Board of Regents which will be sought by the University on June 5, 2026.

This Addendum entered into this ____ day of _____, 2026 by:

WESTERN KENTUCKY UNIVERSITY

DIRECTOR OF ATHLETICS

Timothy C. Caboni **Date**
President

Todd Stewart **Date**

**APPROVAL OF ATHLETIC
EMPLOYMENT CONTRACT**

REQUEST:

Approval of an addendum to the employment contract between Western Kentucky University and Marc Rardin.

FACTS:

The University and Coach Rardin have negotiated an addendum to his employment contract which outlines the terms and conditions of his employment as the baseball coach until June 30, 2030, with extensions possible until June 30, 2033.

BUDGETARY IMPLICATIONS:

Marc Rardin will receive bonuses based on his and the team's performance.

RECOMMENDATION:

President Timothy C. Caboni requests approval of the addendum to the employment contract between Western Kentucky University and Marc Rardin.

MOTION:

Approval of the addendum to the employment contract between Western Kentucky University and Marc Rardin.

**ADDENDUM NO. 1
TO
WESTERN KENTUCKY UNIVERSITY
ATHLETIC EMPLOYMENT CONTRACT**

This Addendum to the Employment Contract by and between **WESTERN KENTUCKY UNIVERSITY** (the "University") and **MARC RARDIN** ("Coach") is entered into for the purpose of amending the original employment contract ("Employment Contract" or "Contract") that went into effect on June 15, 2022. Except as expressly modified herein, all terms and conditions of the Employment Contract shall remain unchanged and in full force and effect.

ARTICLE III – TERM OF EMPLOYMENT

The term of the Employment Contract executed by the parties on June 15, 2022, shall be amended to provide for a period beginning on the day this Addendum No. 1 is fully executed by all parties and expiring on the 30th day of June, 2030, as follows. The parties agree that if circumstances do not exist that would justify dismissal for just cause as defined in Article 5.01 of the Employment Contract during any year of the 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 exceed beyond June 30, 2033. Provided, however, that this provision shall not be construed to create an employment term that exceeds four (4) years at any given time.

ARTICLE IV - COMPENSATION / BENEFITS

4.02 COACH'S BONUS

The Coach shall be entitled to the following bonuses:

- | | |
|---|--------------------|
| 1. Conference Regular Season Champion* or Tournament Champion
*overall league champion | One month's salary |
| 2. NCAA Tournament Bid | One month's salary |
| 3. NCAA super-regional Bid | One month's salary |
| 4. Advance to College World Series | One month's salary |
| 5. Win National Championship | One month's salary |
| 6. NCAA Coach of the Year | One month's salary |
| 7. Conference Coach of the Year | \$1,500.00 |
| 8. Maintain team GPA of 3.0 or higher
each semester | \$1,500.00 |
| 9. Maintain NCAA 940 APR standing | \$2,500.00 |
| 10. Maintain NCAA 970 APR standing | \$2,500.00 |

Retention Bonus: As an additional incentive for a long-term commitment on the part of the Coach, if the Coach is employed as of October 1 of each year and has received a “satisfactory” or better performance evaluation as of that date, the parties agree that the Coach shall be paid the sum of \$30,000 no later than October 31 of each year.

ARTICLE V – TERMINATION

5.04 LIQUIDATED DAMAGES UPON TERMINATION BY UNIVERSITY WITHOUT CAUSE

If **University** terminates the contract without cause, **University** will pay **Coach** a sum equal to \$200,000 in equal payments over a 12-month period. Failure to timely pay such liquidated damages shall constitute a breach of the Contract and such sum shall be recoverable together with reasonable attorney fees, in any court of competent jurisdiction.

In no case shall **University** be liable for the loss of any collateral business opportunities or any other benefits, prerequisites, 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 sources that may ensue as a result of the **University’s** termination of the Employment Contract without cause, unless such termination is found to be in violation of any terms or provisions of the Employment Contract and/or this Addendum.

5.05 LIQUIDATED DAMAGES UPON TERMINATION BY COACH

- A.** If **Coach** terminates the contract without cause, he will pay the **University** a sum equal to \$100,000 in equal payments over a 12-month period. Failure to timely pay such liquidated damages shall constitute a breach of the Contract and such sum shall be recoverable together with reasonable attorney fees, in any court of competent jurisdiction.

Unless otherwise specifically amended herein, the parties agree that all terms, conditions, agreements, and provisions of the Employment Contract dated June 15, 2022, incorporated herein by reference, shall continue in full force and effect for the term as established herein. The parties agree that this Addendum is contingent upon subsequent approval by the University’s Governing Board of Regents which will be sought by the University on June 5, 2026.

This Addendum entered into this _____ day of _____, 2026 by:

Todd Stewart
Director of Athletics
Western Kentucky University

Marc Rardin
Head Coach
Western Kentucky University

**APPROVAL OF ATHLETIC
EMPLOYMENT CONTRACT**

REQUEST:

Approval of an employment contract between Western Kentucky University and Lee Wood.

FACTS:

The University and Coach Wood have negotiated an Athletic Employment Contract which outlines the terms and conditions of his employment as Men's and Women's Track & Field/Cross Country program until June 30, 2030, with extensions possible until June 30, 2033.

BUDGETARY IMPLICATIONS:

Lee Wood will receive \$73,680 per year with the possibility of earning bonuses based on his and the team's performance.

RECOMMENDATION:

President Timothy C. Caboni requests approval of the employment contract between Western Kentucky University and Lee Wood.

MOTION:

Approval of the employment contract between Western Kentucky University and Lee Wood.

**WESTERN KENTUCKY UNIVERSITY
ATHLETIC EMPLOYMENT CONTRACT**

This Employment Contract is entered into on this **20th day of May 2026**, ("Effective Date") by and between **Western Kentucky University** (the "University") and Lee Wood ("Coach").

**ARTICLE
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 he 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 Men's & Women's Track & Field / Cross Country 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 Contract. 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

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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 Employment Contract, 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 Men's & Women's Track & Field / Cross Country Coach, Coach agrees to undertake and perform all duties and responsibilities attendant to the position of Head Men's & Women's Track & Field / Cross Country 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 Head Men's & Women's Track & Field / Cross Country Coach are 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.

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2. Be primarily responsible for all aspects of the Men's & Women's Track & Field / Cross Country program including budget, scheduling, and the recruiting, training, supervision, evaluation, and performance of student-athletes, coaching staff, and department support 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) and Conference USA, or any other Men's & Women's Track & Field / Cross Country conference the University may choose to enter (the Men's & Women's Track & Field / Cross Country conference that University is a member of shall be referred to as the "Conference"), as well as all University policies, rules, and regulations relating to the conduct and administration of the Men's and Women's Track & Field / Cross Country programs. 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, he 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 Men's and Women's Track & Field / Cross Country 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

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Student-athletes recruited for his Men's and Women's Track & Field / Cross Country programs 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 Men's and Women's Track & Field / Cross Country program.
7. Use his best efforts to ensure that his student-athletes conduct themselves in a manner that will reflect a positive image for the University at all times.
8. Use his best efforts to preserve the University's reputation and dignity and shall keep his public and private statements and written communication complementary to the athletics program and to the University and its administration. Coach agrees that as a recognized and notable spokesperson about intercollegiate athletics and education, he shall support the University administration mission, policies, and decisions in all his dealings and activities with the public.
9. Use his best efforts to establish and maintain frequent, systematic, and personal communication concerning the University's academic mission and the Athletics Department mission to the to the University's student body, faculty, and staff.

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,

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Coach shall be subject to disciplinary and/or corrective actions by the University which may include termination for cause as set forth in section 5.01.

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 Men's and Women's Track & Field / Cross Country program.

- A. Coach's immediate supervisor for purposes of implementing the Employment Contract shall be the Athletics Director of the University; all matters pertaining to the operation of the University's Men's and Women's Track & Field / Cross Country 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 and/or the University.

- C. Coach shall have primary responsibility for decisions relating to scheduling of Men's & Women's Track & Field / Cross Country 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 Men's and Women's Track & Field / Cross Country 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.

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- D. Coach shall have the right to release, hire, and retain Men's & Women's Track & Field / Cross Country assistant 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 Men's and Women's Track & Field / Cross Country programs subject to the approval of the Athletics Director.

**ARTICLE III
TERMS OF EMPLOYMENT**

The initial term of this Employment Contract shall be for a period beginning on the 20th, day of May 2026 and expiring on the 30th day of June 2030. If circumstances do not exist that would justify dismissal for cause under paragraph 5.01 of this contract, the University shall extend this contract by one additional year after the 2030, 2031, and 2032 seasons, which would extend the contract through June 30, 2033.

**ARTICLE IV
COMPENSATION/ BENEFITS**

In consideration for the promises Coach 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. Effective May 20th, 2026 the base salary paid by the University to Coach for services and satisfactory performance of the terms and conditions of this Employment Contract shall be seventy-three thousand, six hundred and eighty dollars (\$73,680) annually and shall be payable in equal monthly installments during the period of this Employment Contract and made in conformity with the

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payroll procedure of the University.

- B. Coach will be reviewed for his performance on an annual basis and, assuming satisfactory performance and available funds, he may be given a salary increase of his base salary as provided in paragraph 4.01 (A) deemed appropriate by the Athletic Director, and in accordance with the University performance evaluation and compensation policies.
- C. 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.
- D. The University shall provide the Coach an annual cash stipend of four-thousand dollars (\$4,000.00) per year, paid in equal installments over 12 months as part of payroll.

4.02 COACH'S INCENTIVES

- A. APR (Single Year) of 970+ per team per academic year \$1,000
- B. NCAA XCC Regional Top 100 Finisher (Per Ind.) \$ 250
- C. NCAA Indoor National Qualifier (Per Ind.) \$ 750
- D. NCAA Outdoor Regionals Qualifier (Per Ind.) \$ 250
- E. NCAA Outdoor National Champ. Qualifier (Per Ind.) \$ 750
- F. NCAA All-American (Individual) \$2,000
- G. NCAA Champion (Individual) \$3,000
- H. C-USA Team Championship (Per Team) \$5,000
- I. C-USA Coach of the Year (Per Team) \$2,500

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4.03 OPPORTUNITIES TO EARN OUTSIDE INCOME

While Coach is representing the University as Head Men's and Women's Track & Field / Cross Country Coach, he shall have the opportunity to earn outside income as a result thereof and retain all income derived therefrom. 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 Men's and Women's Track & Field / Cross Country 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, such approval not to be unreasonably withheld or delayed.
- 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. OTHER INCOME
 - 1. Commercial, Apparel, and Equipment Endorsements - Coach may undertake commercial endorsements in exchange for his agreement to consult with the manufacturer or seller concerning the design and/or

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marketing of any products and services in which he identifies himself as Coach of the University's intercollegiate Men's & Women's Track & Field / Cross Country program 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 Contract, would be coterminous with Coach's termination of employment as Head Men's and Women's Track & Field / Cross Country 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, such approval not to be unreasonably withheld or delayed.

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 and shall fully vest to the Coach. 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 Contract for just cause prior to its normal expiration date. The term "just cause" shall be defined as follows:

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- 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 of the NCAA.
- C. Intentional serious violation of any law, rule, regulation, or constitutional provision, bylaw or interpretation of the University, the Conference, or the NCAA by a member of the track and cross country coaching staff or any other person under Coach's supervision and direction, including student-athletes in the Men's and Women's Track & Field / Cross Country program for which Coach had prior actual knowledge and failed to promptly and fully disclose / report to the Athletics Director and the University Title IX Coordinator.
- D. Any statement or behavior on the part of Coach which serves to bring disrepute upon or causes embarrassment to the University, the Athletics Department, its administration or the Men's and Women's Track & Field / Cross Country program.
- E. Failure to faithfully and conscientiously devote diligent efforts to perform the duties stated herein within the budget allocated to the track and cross-country program in each fiscal year, and according to the policies and procedures established by the University.
- F. Deliberate violations of any duties or responsibilities outlined in this Employment contract 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. With regard to the provisions of paragraph 5.01 (D) herein, the University agrees that Coach will be given the

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opportunity to correct violations of this provision; provided, however, that Coach agrees that the University shall have absolute discretion to approve, control, and direct all aspects of the nature of the "correction" (i.e., timing, content, audience, forum, etc.) and Coach agrees that he shall immediately comply with the University's directives in this regards in accordance with the provisions of 5.01(F) and (G).

It is agreed and understood that the thirty (30) day notice provisions provided for in 5.01 (F) shall not apply to repeat violations (repeated for similar conduct), and in such instances, Coach shall be obligated to immediately correct and/or cure the violation. Failure to immediately correct and/or cure the conduct and throughout the remainder of the contract will constitute a breach of this contract and "just cause" for termination of the contract.

5.02 UNIVERSITY'S OBLIGATIONS UPON TERMINATION FOR CAUSE

In the event this Employment Contract is terminated for just 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 Employment Contract, the "severance fee" 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. Additionally, University shall remain responsible for paying Employee any amounts that have been earned as of the effective date of termination by Employee, but not yet paid by the University.

5.03 TERMINATION WITHOUT CAUSE

Termination "without cause" shall mean termination of this Employment Contract on

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any basis other than those set forth in Section 5.01.

- A. Notwithstanding anything to the contrary contained hereunder, 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. In the event this Employment Contract is terminated without cause, as defined hereinabove, by either party, the terminating party shall pay to the other, as liquidated damages, a sum equal to ten-thousand dollars (\$10,000.00) paid in equal instalments over twelve (12) months.

- C. If Coach is terminated without cause and obtains employment within twelve (12) months of termination (said twelve-month period is referred to as the "Severance Period"), each subsequent monthly payment from the University will be reduced by the amount of monthly compensation that Coach earns from Coach's new employer during the Severance Period.

- D. Failure by either party to timely pay such liquidated damages shall constitute a breach of this Employment Contract and such sum shall be recoverable together with reasonable attorney fees, in any court of competent jurisdiction.

- E. In no case shall University be liable 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 Employment Contract without cause,

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unless such termination is found to be in violation of any terms or provisions of this Employment Contract.

**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 his Employment Contract, 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.

6.02 AMENDMENTS TO AGREEMENT

This Employment Contract can only be altered or amended by written agreement between Coach and Athletics Director 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, or otherwise in connection with Coach's employment are and shall remain the sole and confidential property of the University. Within thirty (30) days of the expiration of the term of this Employment Contract 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

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

6.05 LAWS OF THE COMMONWEALTH OF KENTUCKY

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

6.06 ACKNOWLEDGMENT

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

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates set forth below.

WESTERN KENTUCKY UNIVERSITY

COACH

Todd Stewart Date
Director of Athletics

Lee Wood Date
Head Men's & Women's
Track/Cross Country Coach