EXECUTIVE

August 14, 2026

APPROVAL OF ATHLETIC EMPLOYMENT CONTRACT

REQUEST:

Approval of an Amended and Restated Employment Agreement between Western Kentucky University and Todd Stewart.

FACTS:

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

BUDGETARY IMPLICATIONS:

There are no new budgetary implications for the University. The Hilltopper Athletic Foundation will pay Todd Stewart an additional $35,000 for each year employed as the University's Athletic Director on October 1 during the contract term.

RECOMMENDATION:

President Timothy C. Caboni requests approval of the Amended and Restated Employment Agreement between Western Kentucky University and Todd Stewart.

MOTION:

Approval of the Amended and Restated Employment Agreement between Western Kentucky University and Todd Stewart.

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement ("Agreement") is entered into by and between Western Kentucky University ("the University") and Todd Stewart ("Stewart") and is effective August 1, 2026 (the "Effective Date").

WHEREAS, The University seeks to maintain a comprehensive and successful intercollegiate athletics program that reflects its core values of academic excellence, competitive achievement, and integrity.

WHEREAS, Stewart is currently employed by the University as the Director of Intercollegiate Athletics ("Athletic Director").

WHEREAS, the University wishes to continue to employ Stewart as the Athletic Director upon the terms and conditions set forth in this Agreement, and Stewart is willing to accept such employment on the terms and conditions set forth hereinbelow;

WHEREAS, this Agreement supersedes and replaces the Employment Contract dated August 1, 2012, the subsequent Addendum entered on March 8, 2016, the Second Addendum dated February 19, 2019, and the Third Addendum dated August 12, 2022.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, the University and Stewart have agreed as follows:

ARTICLE I – EMPLOYMENT

In consideration of the annual base salary and other compensation and benefits that may become due and payable to Stewart under the provisions of this Agreement, Stewart promises and agrees to use his best reasonable efforts to perform the duties set forth below and to devote such time, attention, and skill to the performance of those duties as necessary to perform the responsibilities of the position of Athletic Director.

Stewart's duties shall include:

a. **General Duties and Responsibilities**. In his position as Athletic Director, Stewart agrees to undertake and perform all duties and responsibilities normally associated with an athletic director at a Division I University promoting a strong commitment to academic excellence, high athletic achievement, and community engagement.

b. **Specific Duties and Responsibilities**. This list of specific duties and responsibilities supplement, but is not exclusive of, the other general duties and responsibilities provided for elsewhere in this Agreement. Stewart's duties include:

> (i) Representing and assuming primary responsibility for all aspects of the University's athletics program including without limitation, oversight of the department's vision and alignment of the vision with the University's strategic mission.

(ii) Performing his duties and operating the University's athletics program with personal integrity and in a manner that is consistent with and in compliance with all of the following, as applicable now or hereafter in effect during the Term: (A) federal, state and local laws, codes, rules, regulations and ordinances (collectively, "Laws"), (B) University policies, procedures, rules, regulations, and directives, including without limitation those related to admission practices, academic and other student discipline, (collectively, "University Requirements"), and (C) constitutions, bylaws, rules, regulations and interpretations of the NCAA, Conference USA, or any other league or conference of which the University shall become a member during the Term (the "Conference"), and any other governing body to which the University may be subject (collectively, "Governing Body Requirements").

(iii) Using his best efforts, in conjunction with the University, to ensure that all academic standards, requirements and policies of the University are under his supervision at all times, including those in connection with the recruiting and eligibility of prospective and current student-athletes.

(iv) Promoting a culture of compliance with, and actively supervising head coaches, assistant coaches, staff, student-athletes and other individuals under his direct or indirect supervision using his best efforts to maintain compliance with all Governing Body Requirements and Laws. Stewart will promptly communicate to the President (or the President's designee) any violations of Governing Body Requirements and will respond to the misconduct of staff and student-athletes in a way that reinforces core values.

(v) Ensuring the fiscal integrity of the athletics program, including the expenditure of funds consistent with all Laws and Governing Body requirements, and raising private funds.

(vi) Promptly reporting to the University's Title IX Coordinator or designee any violation or allegation of a violation of the University's Title IX Policy of which Stewart is aware or has reasonable cause to believe is taking or may have taken place involving any student, faculty, or staff or that is in connection with a University-sponsored activity or event.

(vii) Using his best efforts, in conjunction with the University to ensure that all student-athletes recruited for athletic programs are provided proper academic counseling and are encouraged and provided every opportunity to meet the degree requirements necessary to graduate from the University.

(viii) Recognizing that as part of the University's administration and as the Athletics Department's publicly visible representative, Stewart has an affirmative duty to support the policies and academic priorities of the University in his actions and represent the University positively in public and private forums. Stewart agrees to personally comport himself in a manner consistent with good sportsmanship and with high moral and ethical standards.

(ix) Maintaining a frequent and systematic program of communication with University's faculty, staff, and students.

(x) Performing such other obligations as are set forth in this Agreement or otherwise reasonably assigned by the President consistent with Stewart's status as Athletic Director.

ARTICLE II – REPORTING RELATIONSHIPS

Stewart and the University acknowledge that each party will use its best efforts and will cooperate fully with the other to provide the following support for the University's intercollegiate athletics program.

a. **Immediate Supervisor**. Stewart's immediate supervisor is the University's President; Stewart acknowledges that the President is the chief executive officer of the University and is responsible to the Board of Regents for the operation of the University, including the University's athletics program.

b. **President's Cabinet**. Stewart will be a member of the President's Cabinet (or other group or committee that is advisory to the President and comprised of WKU's senior leadership / division heads).

c. **Daily Operations**. Stewart will administer the daily routine and organization of the athletics program as he deems necessary to effectuate its success, provided such administration is in accordance with all University Requirements, Laws, and Governing Body Requirements.

d. **Scheduling/Travel**. Stewart shall have supervisory responsibility to oversee decisions relating to choice and scheduling of opponents, means of travel to be employed by team members and coaching staff, hotel and food accommodations, size and content of the travel squad and party, and all other matters pertaining to the operation of any phase of the athletics program. It is specifically agreed and understood that travel arrangements shall be made in conformance with all University policies pertaining thereto, including any contractual agreements related to travel.

e. **Athletics Staff**. Stewart has the right to hire, release, and retain athletic staff subject to approval by the President, or his designee, pursuant to the University's recruitment and hiring procedures/policies and Kentucky law. All new employee hires or appointments must be approved by the University's Board of Regents consistent with state law.

f. **Budget**. Stewart has the primary responsibility for overseeing the athletics' budget subject to the approval of the President and the Board of Regents.

ARTICLE III -- TERM OF EMPLOYMENT

The term of this Employment Contract will 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

a. **Base Salary**. During the Term, the University will pay Stewart an annual base salary at the rate of three hundred and seventeen thousand eight hundred and ninety-two dollars ($317,892) per Contract Year, payable in equal monthly installments in accordance with the University's payroll policies and practices as in effect from time to time, and subject to applicable deductions and withholdings. Any increases in base salary will be subject to the discretion of the President, the availability of funds by the University, and/or the policies and procedures of the University.

b. **Benefits/Leave**: Stewart will remain eligible to participate in group insurance, retirement, and a 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. **Retention Bonus**. The Hilltopper Athletic Foundation ("HAF") will pay Stewart an annual retention bonus (the "Retention Bonus") in the amount of eighty-five thousand dollars ($85,000) for each year employed as the University's Athletic Director on October 1 during this contract term. The Retention Bonus will be payable by the HAF on October 30, 2026 and each respective October 30th during the Term so long as Stewart is employed on each applicable October 1.

d. **Generated Revenue**. Stewart will be eligible to receive supplemental salary payments equal to three percent (3%) of new revenue generated over current revenue each year as evidenced by the Athletics' budget at the end of the preceding fiscal year. Additionally, Stewart will be eligible to receive supplemental salary payments equal to one percent (1%) of sustained revenue year-over-year, to be determined on or before the end of the fiscal year. These supplemental salary payments will be paid on or before December 31 of each Contract Year and will be based upon the following revenue sources:

(i) Parking—all events

(ii) Licensing

(iii) Multi-Media Rights – radio and television

(iv) Marketing – affinity programs, pouring rights, shoe and apparel, internet, and television

(v) Game Guarantees—football, men's and women's basketball, other sports

(vi) Concessions – net revenue

(vii) Tickets (including postage and surcharges)

e. **Attendance / Ticket Sales**. Stewart will be entitled to supplemental salary payments each Contract Year for a documented increase in ticket revenue for certain ticketed men's and women's sport programs year-over-year equal to two- and one-half percent (2.5%) of ticket growth. For purposes of these calculations, the following revenue sources will be considered: men's and women's basketball, football, baseball, softball, and volleyball.

f. Balanced Budget. Stewart will be entitled to an additional supplemental salary payment of twenty thousand dollars ($20,000) for finishing a fiscal year on June 30 with a balanced budget which requires no additional non-athletic department funds at the end of the fiscal year. The Athletics Department and the HAF reserve funds may be used on an annual basis to create a year-end balanced budget. The balanced budget must be net of all supplemental salary or performance incentives / bonus payments due and /or payable to Stewart or any other person associated with the Athletic Department in that fiscal year. Stewart will have the discretion to allocate all or part of this supplemental salary payment to other WKU employees who contributed to the achievement of the balanced budget, with the President's approval.

g. **Performance Incentives / Bonuses.** Beginning in the 2026-27 Contract Year, Stewart may earn performance incentives as set forth below, to be paid within forty-five (45) days of the performance incentive being earned.

In the event this Agreement is terminated by the University or Stewart, either with or without cause prior to its expiration date, it is agreed and understood that any and all performance incentives / payments provided for herein but not yet earned will be null and void and Stewart will be entitled to any performance incentives / bonus payments achieved as of the date of termination.

(i) $20,000 for an appearance in the NCAA post-season tournament in men's or women's basketball.

(ii)$20,000 for participation in a football bowl game <u>OR</u> $30,000 for participation in a College Football Playoff bowl game.

(iii) $20,000 for winning a Conference All Sports Championship

(iv) $20,000 for reaching a single-year Academic Progress Rate (APR) of 950 or above.

(iv) $10,000 for an appearance in the NIT post-season tournament in men's or women's basketball.

(v) $10,000 for an appearance in the NCAA post-season tournament in baseball, softball, soccer, or volleyball.

(vi) $10,000 for winning a team regular season championship in football, volleyball, soccer, men's basketball, women's basketball, or softball.

(vii) $10,000 for reaching a NACDA Top 100 Ranking.

viii) $5,000 if, at a minimum, fifty-five percent (55%) of student athletes achieve at least a 3.0 cumulative or semester GPA for the most recently completed academic year.

(ix) $2,500 for an appearance in the NCAA post-season tournament in any other team sport not referenced above.

(x) $1,000 for any individual member of a WKU team who participate as a qualifier in NCAA post-season competition

h. **Automobile**. The University will loan to Stewart for his use during the Term of this Agreement, one (1) automobile. The University will pay the cost of automobile liability and comprehensive insurance, registration, licensing, and taxes, if applicable, for the vehicle. Stewart may be responsible for all nonbusiness-related upkeep, maintenance, and/or repair of the vehicle.

i. **Incentive Cap.** The University and Stewart agree that Stewart's total compensation, including his base salary and all performance incentives / bonuses will not exceed six hundred thousand dollars ($600,000) per contract year.

ARTICLE V – OUTSIDE ACTIVITIES AND EMPLOYMENT

The University recognizes that Stewart will have the opportunity to receive income from or participate in outside activities, such as Stewart's appearance or use of Stewart's name, image, or likeness in promotions, sponsorships, broadcasts or the like. Stewart may only accept such opportunities on the following terms and conditions:

a. **Obligations to the University are Primary**. Any outside activities by Stewart shall not interfere with the full and complete performance by Stewart of Stewart's duties and obligations as a University employee, recognizing always that Stewart's primary obligations are to the University and its student-athletes.

b. **University Approval is Required**. Stewart will not accept any outside income or engage in any outside activity without the prior approval of the President which approval shall not be unreasonably withheld. Stewart shall not accept outside income or engage in outside activities to the extent that such income or activity would conflict with the Athletics Department or University sponsors or marketing partners or otherwise violate the University's conflict of interest or conflict of commitment policies.

c. **Compliance with Rules Control**. Stewart will not accept any outside income, directly or indirectly, including, but not limited to, any monies, benefit, or any other gratuity from any person, group, corporation, benefactor, Hilltopper Athletic Foundation or other University foundation or support entity, if such action would violate NCAA legislation. The NCAA constitution, bylaws, rules and regulations, or interpretation thereof, shall apply to this Agreement.

d. **Stewart Retains Revenue**. Except for the limitations on outside compensation as set forth in this Agreement and required by applicable Laws, University Requirements, and Governing

Body Requirements, Stewart may retain all revenues generated by such outside activities (e.g., speaking engagements).

e. **No Guarantee**. The University does not guarantee in any way that Stewart will receive outside income or will be offered the opportunity to participate in outside activities.

f. **No Liability**. The University is not liable and shall bear no responsibility for any claims arising from Stewart's outside activities independent of Stewart's employment at the University. The University shall not have any liability to Stewart at any time in connection with the payment of outside income, any termination of outside income (whether due to a termination of this Agreement for any reason, or for any other cause), or the absence of opportunities for Stewart to earn outside income or participate in outside activities.

ARTICLE VI - TERMINATION OF STEWART'S EMPLOYMENT

a. **Death**. In the event Stewart's employment hereunder ceases prior to the end of the Term by reason of Stewart's death, Stewart's benefits shall terminate in accordance with University policy, and the University shall pay any accrued obligations set forth in this Agreement.

b. **Disability**. In the event of Stewart's substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by the University and which seriously interferes with Stewart's ability to perform essential functions of the duties and responsibilities set forth herein, Stewart's employment under this Agreement may be terminated by the University, subject to any requirements that may be imposed by applicable law. In such an event, the University's sole liability shall be to pay Stewart any accrued obligations set forth in this Agreement and for any disability benefits to which Stewart may be entitled under a University group disability plan.

c. **Termination for Cause**. The University may terminate this Agreement for Cause prior to its expiration. For purposes of this section, "Cause" shall be defined as any of the following:

(i) Conviction of a felony or declaration by a court of competent jurisdiction to be guilty of a crime involving moral turpitude;

(ii) Intentional serious violations of any law, rule, regulation, or constitutional provision by the NCAA;

(iii) Serious violations of any law, rule, regulation, constitutional provision, bylaw, or interpretation of CUSA (or any other conference the University may choose to enter), the NCAA or the University (1) which Stewart consented to, (2) knows or should have known through the exercise of reasonable diligence and does not promptly report, or (3) is otherwise responsible by virtue of a failure to promote an atmosphere of compliance or to monitor personnel who report to him;

(iv) Prolonged absence from duty without the consent of the President; or

(v) Deliberate violations of any duties or responsibilities outlined in this Amended and Restated 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 University.

d. **University's Obligations upon Termination for Cause**. In the event this Agreement is terminated for cause in accordance with the provisions of Article VI (c) above, and if there is more than one (1) month of unexpired Term of this Agreement, the "severance fee" shall be computed and paid as if the unexpired Term of this Agreement was only one (1) month. The "severance fee" will be calculated solely on the basis of Stewart's base salary as set forth in Article IV. Stewart will not be required or obligated to perform any further service or duties for Stewart to be entitled to the "severance fee." In any meeting between the University and Stewart relating to termination for cause, both the University and Stewart have the right to have legal representation present.

e. **Termination Without Cause by the University or Stewart.** In consideration of the significant investment and mutual commitment which Stewart and the University have made to the other under this Agreement, as well as the mutual recognition of the undesirability of continuing this Agreement in force if either Stewart or the University no longer wishes for Stewart to continue to serve under this Agreement, Stewart and the University agree that either party may at any time elect to terminate this Agreement for any reason or no reason in accordance with the following provisions, by providing written notice to the other party. In the event of a termination without cause by either party, Stewart shall be entitled to receive any theretofore earned but unpaid Base Salary, Retention Bonus, and any Performance Incentives / Bonus. Termination without cause is effective upon receipt of the written notice and is subject to the following additional terms and conditions:

(i) **Termination by the University**. If the University terminates this Agreement without cause pursuant to this Section, Stewart will be entitled to liquidated damages equal to one year's base salary payable in equal payments over the remaining months of the otherwise unexpired Term. If less than one year is remaining of the contract term, then the University will pay Stewart this sum on a prorated basis ($1/12^{th}$) for the remaining months of that year, plus any supplemental salary benefits which have accrued to Stewart as of the date of termination.

(ii) **Offset Period.** If Stewart is terminated without cause and obtains employment as a Director of Athletics at an NCAA Division 1 college or university before the end of this agreement term ("Offset Period"), Stewart has an affirmative obligation to notify the President. Each subsequent monthly payment from the University will be reduced on a dollar-for-dollar basis by the amount of monthly base salary compensation that Stewart receives from Stewart's new employer during the Offset Period.

(iii) **Construction.** The parties intend for all payments and benefits under this Section of the Agreement to comply with or be exempt from Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A"). To the extent permitted by law, the parties agree to modify this Section of the Agreement as necessary to comply with changes to Section 409A. Solely to the extent necessary to comply with Section 409A, a termination of employment shall not be deemed to have occurred unless such termination is also a "separation from service" within the meaning of Section 409A and for purposes of any such provision of this Agreement, references to a "termination", "termination of employment" or like terms shall mean "separation from service." Moreover, Stewart's right to receive any installment payments pursuant to this Section of the Agreement shall be treated as a right to receive a series of separate and distinct payments, and each such installment payment shall likewise be treated as a separate and distinct payment for purposes of Section 409A.

(iv) **Termination by Stewart.** If Stewart terminates this Agreement prior to the end of the Term, Stewart shall pay to the University, as liquidated damages, a sum equal to Stewart's base salary as of the date of termination, to be paid within thirty (30 days) of Stewart's last date of employment with the University. If, however, Stewart resigns or retires from intercollegiate athletics and does not accept employment as a Director of Intercollegiate Athletics at an NCAA Division 1 college or university for at least one calendar year following the date of his resignation or retirement, this liquidated damage provision shall not apply.

(v) **Failure to pay**. If either Stewart or University fail to timely pay such liquidated damages as set forth above, the failure shall constitute a breach of this Agreement and such sum shall be recoverable together with attorney's fees, in a court of competent jurisdiction.

ARTICLE VII - ADDITIONAL PROVISIONS

a. **Notification of Employment Opportunity**. The parties agree that should another athletic director opportunity be presented to Stewart or should Stewart be interested in another athletic director position during the Term of this Agreement, Stewart will notify the President before Stewart, or any representative of Stewart, holds discussions or engages in other substantive communications or negotiations with anticipated athletics position principals.

b. **University's Right to Use or Authorize the Use of Stewart's Name, Image, and Likeness**. Stewart agrees that the University, and their authorized affiliates shall have the right to use the name, image, and likeness of Stewart in promoting and developing the University's athletics program, and in the best interests of the University, including, but not limited to the following: a license of all likeness, video, audio, images, pictures, quotes, phrases, interviews, and records of or relating to Stewart at any time while Stewart is or has been employed at the University. Stewart further agrees that this license shall continue royalty-free in perpetuity.

c. **Return Of Documents and Property**. Stewart agrees to deliver or return to the University, at the University's request, at any time or upon termination or expiration of Stewart's employment or as soon thereafter as possible, all property furnished by the University to Stewart in the course of Stewart's employment by the University, including without limitation, computer equipment, car, keys, and documents, records, lists, data, drawings, prints, and notes related to university business. Within thirty (30) days of the end of this Agreement Term or its earlier termination as provided herein, Stewart will immediately cause any such material in his possession or control to be delivered to the University.

d. **Tax Liabilities**. Stewart is responsible for all income tax liabilities, interest, and/or penalties related to any benefits received pursuant to this Agreement.

e. **Entire Agreement; Prior Agreements**. This Agreement constitutes the entire agreement between the parties and terminates and supersedes all prior agreements and understandings (whether written or oral) between the parties with respect to the subject matter of this Agreement. Stewart acknowledges and agrees that neither the University nor anyone acting on its behalf has made, and is not making, and in executing this Agreement, Stewart has not relied upon, any representations, promises or inducements except to the extent expressly set forth in this Agreement. In the event of any conflict between the terms of this Agreement and any University Requirement the terms of this Agreement will control.

f. **Assignment**. This Agreement is personal in its nature and none of the parties hereto will, without the consent of the others, assign or transfer this Agreement or any rights or obligations hereunder.

g. **No Third-Party Beneficiaries**. This Agreement is not intended to benefit any third party, nor will any person who is not a party hereto be entitled to enforce any of the rights or obligations of a party under this Agreement.

h. **Heading References**. Section headings in this Agreement are included for convenience of reference only and will not constitute a part of this Agreement for any other purpose.

i. **Waiver; Modification**. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof will not be deemed a waiver of such term, covenant, or condition, nor will any waiver or relinquishment of, or failure to insist upon strict compliance with, any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. This Agreement will not be modified in any respect except by a writing executed by each party hereto.

j. **Severability**. If a court of competent jurisdiction determines that any portion of this Agreement is unenforceable or in violation of any law or public policy, only the portions of this Agreement that are unenforceable or that violate such law or public policy will be stricken. All portions of this Agreement that are enforceable or that do not violate any law or public policy will continue in full force and effect. Further, any court order striking any portion of this Agreement will modify the stricken terms as narrowly as possible to give as much effect as possible to the intentions of the parties under this Agreement.

k.**Notices**. All notices and other communications under this Agreement must be made in writing.

l. **Governing Law**. This Agreement will be governed by and construed under and in accordance with the laws of the Commonwealth of Kentucky. Any and all disputes between the parties which may arise pursuant to this Agreement will be heard and determined before a federal or state court of competent jurisdiction located within Bowling Green, Kentucky. The parties acknowledge that such courts have jurisdiction to interpret and enforce the provisions of this Agreement, and the parties' consent to, and waive any and all objections that they may have as to personal jurisdiction and venue in such courts.

m. **Acknowledgement.** Stewart acknowledges that he has read and understands the forgoing provisions of this Agreement, that he has had an opportunity to consult with legal counsel, and that such provisions are reasonable and enforceable, and he agrees to abide by this Agreement and the terms and conditions set forth herein.

[Remainder of page intentionally left blank]

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

______________________________	______________________________
Todd Stewart WKU, Athletic Director	Timothy C. Caboni President
______________________________	______________________________
Date	Date

PHILANTHROPIC NAMING REQUEST FOR THE ESTATE OF ROMANZA O. JOHNSON

REQUEST:

Approval of philanthropic naming opportunities included in the estate of Romanza Johnson.

FACTS:

A two-time WKU alumna, Romanza O. Johnson lived a life of service and philanthropy. After a successful career as a teacher and Home Economist of Bowling Green Municipal Utilities, her commitment to service earned her numerous accolades on local, regional and international platforms. She was honored at the 2023 Hilltopper Excellence Awards with the WKU Distinguished Medal of Community and Public Service Award for her exceptional volunteer service.

Having led 27 organizations in various capacities, including President and committee Chair, Johnson's legacy of service is inspirational. Notably, she played a pivotal role in founding organizations that include the Dream Factory of Bowling Green, Houchens Center for Women, Hospice of Southern Kentucky and the Rape Crisis Center, while also devoting her efforts to institutions like the American Heart Association, Kentucky March of Dimes and Kentucky friends of 4-H.

Johnson's estate included provisions to create or enhance several designations at WKU, showing how she valued and appreciated many areas on campus. Gifts that include a naming opportunity are:

1. In recognition of a gift to establish the endowed Romanza and Ralph Johnson Agriculture Fund for Excellence to provide unrestricted funding for the Department of Agriculture and Food Science, a space at the WKU Agriculture Research and Education Center will be named.
2. In recognition of a gift to establish the endowed Romanza Johnson Applied Human Sciences Fund for Excellence to provide unrestricted support for the Department of Applied Human Sciences to benefit the Family and Consumer Science Education program, a space in the new Academic Complex will be named.
3. In recognition of a gift to establish the endowed Romanza and Ralph Johnson CEBS Fund for Excellence to provide unrestricted support for the College of Education & Behavioral Sciences, a space in Gary Ransdell Hall will be named.
4. In recognition of a gift to establish the endowed Romanza Johnson Garden Beautification Fund to support garden maintenance and enhancements at the Cliff Todd Center, a space within the Cliff Todd Center Gardens will be named.
5. In recognition of a gift to support the endowed Kentucky Museum Endowed Fund to provide annual operating support to the Kentucky Museum, the Romanza and Ralph Johnson Orientation Room within the Charles Hardcastle Kentucky Building will be named.

6. In recognition of a non-endowed gift to support the Eva and Jim Martens Alumni Center for the needs of the facility and the program housed within, the Romanza and Ralph Johnson Balcony at the Eva and Jim Martens Alumni Center will be named.

This philanthropic naming request is recommended in honor of Johnson's dedication and passion of volunteer service and philanthropy.

BUDGETARY IMPLICATIONS:

The areas on campus where the naming opportunities will be located will each cover the cost of signage.

RECOMMENDATION:

President Timothy C. Caboni recommends the approval of the philanthropic naming opportunities on behalf of Romanza Johnson.

MOTION:

Approval of the philanthropic naming opportunities on behalf of Romanza Johnson.

PHILANTHROPIC NAMING REQUEST FOR THE BILL EDWARDS ATHLETIC TRAINING & SPORTS MEDICINE ROOM

REQUEST:

Approval of the philanthropic naming of Room 127 in the Harold and Juanita Koon Football Complex as the Bill Edwards Athletic Training & Sports Medicine Room in recognition of a leadership gift and matching campaign.

FACTS:

To commemorate the true difference that Bill "Doc E" Edwards made in the lives of student-athletes during his 47-year career at WKU, Steve Parker Jr. ('96) of Nashville, Tenn., made a challenge gift of $50,000 as part of WKU Day of Giving on March 31, 2026. To meet the match, WKU Athletics and the Hilltopper Athletic Foundation launched the "Doc E Difference" fundraising campaign, and the $100,000 goal was exceeded just over two weeks later. All funds raised through the campaign support resources in athletic training and sports medicine for WKU student-athletes.

A two-time graduate of WKU in 1974 and 1976, Edwards came to the Hill as a student in 1970 and began his career as a student athletic trainer. Edwards was named Head Athletic Trainer in 1983 after six years as an assistant, and he was elevated to Associate Athletic Director for Athletic Training and Sports Medicine in 2009 – a position he held until his retirement in 2017. Under his leadership, the athletic training program grew from a staff of three to 12 certified athletic trainers who provided healthcare and athletic training for all 16 WKU sport teams. In addition to his daily athletic training duties, Edwards served as a faculty member since 1977 and taught in the School of Kinesiology, Recreation and Sport, mentoring countless future sports professionals. He was inducted into the WKU Hall of Distinguished Alumni in 2016 and continues to serve on the W-Club Board of Directors.

This philanthropic naming request is recommended in honor of Edwards' dedication and in recognition of the 58 donors who supported the naming campaign.

BUDGETARY IMPLICATIONS:

WKU Athletics will cover cost of signage.

RECOMMENDATION:

President Timothy C. Caboni recommends the philanthropic naming of a room in the Harold and Juanita Koon Football Complex as the Bill Edwards Athletic Training & Sports Medicine Room.

MOTION:

Approval of the philanthropic naming of the Bill Edwards Athletic Training & Sports Medicine Room.

PHILANTHROPIC NAMING REQUEST FOR THE CAYA ADVANCING RESEARCH AND COMMUNITY HEALTH INSTITUTE

REQUEST:

Approval of the philanthropic naming of the CAYA Advancing Research and Community Health Institute in recognition of a leadership gift from CAYA Collaborative Care, Inc.

FACTS:

The CAYA Advancing Research and Community Health Institute (CAYA ARCH Institute) is the umbrella entity for community-facing health services, applied research centers, and laboratories within the Community Health Sciences Complex at WKU's South Campus. The newly created Institute, housed within the College of Health and Human Services, will align research and services with regional and statewide community health needs and provide a coordinated strategy for applied research, service delivery, and engagement. A way for all centers and programs within the Community Health Sciences Complex to collaborate, the Institute will also foster interdisciplinary partnerships across the University.

This philanthropic naming request is recommended in recognition of the desire of longtime, generous supporter CAYA Collaborative Care, Inc., previously LifeSkills, Inc., to not only celebrate and expand their ongoing commitment and mutually beneficial partnership with the University but also ensure that current and future health practitioners are trained and ready to serve the specific needs of our community as soon as they enter the workforce.

BUDGETARY IMPLICATIONS:

The College of Health and Human Services will cover the cost of signage.

RECOMMENDATION:

President Timothy C. Caboni recommends approval of the philanthropic naming of the CAYA Advancing Research and Community Health Institute in recognition of a gift from CAYA Collaborative Care, Inc.

MOTION:

Approval the philanthropic naming of the CAYA Advancing Research and Community Health Institute.

STAFF EMERITUS APPOINTMENTS

REQUEST:

Approval of staff emeritus status for John Mark Clauson and John Holder

FACTS:

Listed below are staff members who have been recommended by Staff Council to be awarded emeritus status. They have each served the university for over 40 years and have had distinguished records of achievement and service.

John Mark Clauson, Biological Sciences

John Holder, Student Financial Assistance

BUDGETARY IMPLICATIONS:

No funds needed.

RECOMMENDATION:

President Timothy C. Caboni recommends awarding the above individuals emeritus status.

MOTION:

Approval of emeritus status awarded for John Mark Clauson and John Holder

WKU BOARD OF REGENTS BYLAWS UPDATES

REQUEST:

Approve revisions to the WKU Board of Regents' Bylaws.

FACTS:

The Western Kentucky Board of Regents would like to make the following changes to the current bylaws:

1. Article IV, section 7; add "if that officer was a member of the Executive Committee."

2. Article VI, section 2, letter A should read:
   "The President should be evaluated on an annual basis by the board according to written objectives specific and general developed by the President in conjunction with the board presented to the board at the outset of each academic year."

3. Article VI, section 2, letter B should read:
   "The Executive Committee shall serve as the President's compensation committee and to establish the President's compensation package by contract, the compensation package and other terms of the President's contract and any renewal contracts as recommended by the Executive Committee must be presented to and approved by the majority of the board."

BUDGETARY IMPLICATIONS:

None.

RECOMMENDATION:

President Timothy C. Caboni recommends approval of revisions to the WKU Board of Regents' Bylaws.

MOTION:

Approve the revised Bylaws for WKU Board of Regents as presented.