



EXECUTIVE

December 8, 2022

**APPROVAL OF ADDENDUM TO
ATHLETIC EMPLOYMENT CONTRACT**

REQUEST:

Approval of an Addendum to the Athletic Employment Contract between Western Kentucky University and Greg Collins.

FACTS:

The University and Coach Collins have negotiated an Addendum to the Athletic Employment Contract which outlines revised terms and conditions of his employment as head women's basketball coach and extends his employment until June 30, 2026.

BUDGETARY IMPLICATIONS:

Greg Collins will receive two months' salary for a conference regular season championship *or* NCAA Tournament bid.

RECOMMENDATION:

President Timothy C. Caboni requests approval of the Addendum to the Athletic Employment Contract between Western Kentucky University and Greg Collins.

MOTION:

Approval of the Addendum to the Athletic Employment Agreement between Western Kentucky University and Greg Collins.

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

This Addendum No. 1 to the Employment Contract between **WESTERN KENTUCKY UNIVERSITY** (the "University") and **GREG COLLINS** ("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 executed by the parties on March 28, 2018, 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, 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, 4.02 Coach's Bonus is amended to add the following provision: Coach Collins will receive two month's salary for a conference regular season championship or NCAA Tournament bid.

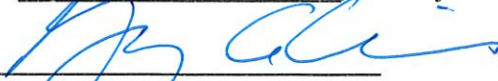
Article V, 5.03 Termination Without Cause is amended to the following: If either the **University** or the **Coach** terminates this Contract without cause prior to its expiration date in accordance with the provisions of Section 5.03 hereof, the party terminating shall pay the other party, as liquidated damages, a sum equal to \$100,000 to be paid in equal installments over 12 months.

Unless otherwise specifically amended herein, the parties agree that all terms, conditions, agreements, and provisions of the Employment Contract dated March 28, 2018, shall continue in full force and effect for the term as established herein. The parties agree that this Addendum No. 1 is contingent upon subsequent approval by the University's Governing Board of Regents which will be sought by the University on October 21, 2022.

This Addendum entered into this 7 day of SEPTEMBER, 2022 by:



Todd Stewart
Director of Athletics
Western Kentucky University



Greg Collins
Head Coach
Western Kentucky University

**APPROVAL OF ADDENDUM TO
ATHLETIC EMPLOYMENT CONTRACT**

REQUEST:

Approval of an Addendum to the Athletic Employment Contract between Western Kentucky University and Rick Stansbury.

FACTS:

The University and Coach Stansbury have negotiated an Addendum to the Athletic Employment Contract which outlines revised terms and conditions of his employment as head men's basketball coach and extends his employment until June 30, 2026.

BUDGETARY IMPLICATIONS:

Rick Stansbury will receive a \$50,000 retention bonus on October 1 of each year he is employed, and he will receive \$50,000 for annual academic performance rates of 940 and 970. He will receive two months' salary for a conference regular season championship or NCAA Tournament bid and one month's salary for an appearance in the NIT.

RECOMMENDATION:

President Timothy C. Caboni requests approval of the Addendum to the Athletic Employment Contract between Western Kentucky University and Rick Stansbury.

MOTION:

Approval of the Addendum to the Athletic Employment Agreement between Western Kentucky University and Rick Stansbury.

**ADDENDUM NO. 2
TO
WESTERN KENTUCKY UNIVERSITY
ATHLETIC EMPLOYMENT CONTRACT**

This Addendum No. 2 to the Employment Contract between **WESTERN KENTUCKY UNIVERSITY** (the "University") and **RICK STANSBURY** ("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 executed by the parties on March 27, 2016, and amended on January 26, 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.

Revisions to Existing Contract:

Coach will receive a \$50,000 retention bonus on October 1 of each year he is employed.

Article IV, 4.02 Coach's Bonus is amended to add the following provision: Coach will receive two month's salary for a conference regular season championship or NCAA Tournament bid and one month's salary for an appearance in the NIT.

Coach will receive \$50,000 for annual academic performance rates of 940 and 970.

Article V, 5.03 Termination Without Cause is amended to the following: If the **University OR Coach** terminates this Contract without cause prior to June 30, 2025 in accordance with the provisions of Section 5.03 hereof, the terminating party shall pay the other party, as liquidated damages in equal payments over a 12-month period, a total of \$500,000.

Unless otherwise specifically amended herein, the parties agree that all terms, conditions, agreements, and provisions of the Employment Contract dated March 27, 2016, and amended on January 26, 2018, 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 October 21, 2022.

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

Todd Stewart
Director of Athletics
Western Kentucky University

Rick Stansbury
Head Coach
Western Kentucky University