



# **EXECUTIVE**

**February 14, 2025**

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**PHILANTHROPIC NAMING REQUEST FOR E.A. DIDDLE ARENA**

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**REQUEST:**

Approval of the philanthropic naming of the Lieutenant Colonel (LTC) Michael R. Boos Room of Requirement located in E.A. Diddle Arena in recognition of a generous gift from Lt. Col. Michael R. Boos.

**FACTS:**

Lt. Col. Michael R. Boos served as an Assistant Professor of Military Science in the WKU College of Education & Behavioral Sciences from 2020 to 2023. During this time, then-Major Boos, earned a Master of Arts in Organizational Leadership from WKU while teaching, mentoring and coaching the WKU ROTC cadets and future leaders of the U.S. Army.

In addition to making a gift to support the program through the proposed named space, Lt. Col. Boos also established the LTC Michael R. Boos Aviation Excellence Award Fund to provide scholarships for WKU ROTC cadets who intend to pursue Aviation in the U.S. Army.

Lt. Col. Michael R. Boos enlisted in the U.S. Army in 2003 as a helicopter mechanic, and he currently serves as the Deputy Operations Officer at the Army Reserve Aviation Command in Fort Knox, Ky., where he is responsible for planning, coordinating and resourcing all operational, training and resourcing requirements to ensure the Command remains ready and lethal. In addition to these duties, he flies military King Air fixed-wing aircraft providing VIP transportation for the U.S. Army.

This philanthropic naming request is recommended in recognition of the generosity of Lt. Col. Michael R. Boos.

**BUDGETARY IMPLICATIONS:**

The Department of Military Leadership & Science will cover cost of the sign for the room.

**RECOMMENDATION:**

President Timothy C. Caboni recommends Approval of the philanthropic naming of the Lieutenant Colonel (LTC) Michael R. Boos Room of Requirement located in E.A. Diddle Arena in recognition of a generous gift from Lt. Col. Michael R. Boos.

**MOTION:**

Approval of the philanthropic naming of the Lieutenant Colonel (LTC) Michael R. Boos Room of Requirement located in E.A. Diddle Arena.

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**ENDOWMENT MATCH PROGRAM APPROVAL FOR  
COMPREHENSIVE UNIVERSITY EXCELLENCE TRUST FUND**

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**REQUEST:**

Approval of gifts and pledges by private donors that are eligible for the state match as part of the Council on Postsecondary Education Endowment Match Program through the Comprehensive University Excellence Trust Fund.

**FACTS:**

Don and Irene Dizney of Ocala, Fla., pledged \$1 million for the Donald R. and Irene S. Dizney Dean of the College of Health and Human Services. The fund provides support for the Dean of the College of Health and Human Services and supports an active teaching and research agenda in the STEM+H concentrations in the College. The donor committed to fulfilling the pledge over a five-year period beginning in December 2024.

Larkin Ritter of Bowling Green, Ky., pledged \$500,000 to establish the Larkin Ritter Scholarship Fund for Engineering and the Larkin Ritter Faculty Fund for Engineering to benefit STEM+H students and programs in the School of Engineering and Applied Sciences. The donor fulfilled this pledge with gifts made in September, November, and December 2024. Of this pledge, \$425,900 is submitted for the eligible match.

The McCormick Family, including Diana Mari Holcomb of Georgetown, Ky., Craig Charles McCormick of Bowling Green, Ky., John Patrick McCormick of Burlington, Ky., Maureen Louise Parker of La Mesa, Calif., and Nina Sharon Sewell of Bowling Green, Ky., pledged \$50,000 for the Betty Lou and Donald Raymond McCormick Scholarship for Nursing, a STEM+H concentration. Each donor committed to fulfilling their respective \$10,000 pledge over a five-year period beginning in December 2024.

In total, Western Kentucky University will request for \$1,475,900 in gifts and pledges to be matched by the Council on Postsecondary Education Endowment Match Program through the Comprehensive University Excellence Trust Fund.

**BUDGETARY IMPLICATIONS:**

N/A

**RECOMMENDATION:**

President Timothy C. Caboni recommends approval of gifts and pledges by private donors that are eligible for the state match as part of the Council on Postsecondary Education Endowment Match Program through the Comprehensive University Excellence Trust Fund.

**MOTION:** Approval of gifts and pledges by private donors that are eligible for the state match as part of the Council on Postsecondary Education Endowment Match Program through the Comprehensive University Excellence Trust Fund.

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**APPROVAL OF  
ATHLETIC EMPLOYMENT CONTRACT**

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**REQUEST:**

Approval of a four-year Athletic Employment Contract between Western Kentucky University and Tyson Helton.

**FACTS:**

The University and Coach Helton have negotiated an Athletic Employment Contract which outlines revised terms and conditions of his employment as head football coach and extends his employment until December 31, 2028.

**BUDGETARY IMPLICATIONS:**

Tyson Helton will receive a four-year contract with the same base salary and bonuses. The only financial addition is an annual \$50,000 retention bonus that begins in 2026 and will be paid by the Hilltopper Athletic Foundation.

**RECOMMENDATION:**

President Timothy C. Caboni requests approval of the Athletic Employment Contract between Western Kentucky University and Tyson Helton.

**MOTION:**

**Approval of the Athletic Employment Agreement between Western Kentucky University and Tyson Helton.**

## **AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This Amended and Restated Employment Agreement (“Agreement”) is entered into by and between Western Kentucky University (“the University”) and Tyson Helton (“Coach”) and is effective January 1, 2025 (the “Effective Date”).

WHEREAS Coach is currently employed by the University as the head coach of the University’s football team, (the “Team”);

WHEREAS the University wishes to continue to employ Coach as the head coach of the University’s Team upon the terms and conditions set forth in this Agreement, and Coach is willing to accept such employment on such terms and conditions;

WHEREAS this Agreement amends, restates, and supersedes the Employment Contract executed on February 18, 2019, the subsequent Addendum entered on February 18, 2022, and Second Addendum entered on May 4, 2023.

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

1. **Employment.**

In consideration of the annual base salary and other compensation and benefits that may become due and payable to Coach under the provisions of this Agreement, Coach 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 head football coach of the University.

(a) **Duties:** Coach shall report to the University’s Athletic Director with respect to all matters relating to his employment. Coach’s duties shall include:

(i) Serving as head coach for the Team, including without limitation the making of customary coaching decisions such as development and implementation of the systems and strategies used on the field, conduct of practice and training, selection of Team members, deployment of players, supervision of staff, budget, and all other matters relating to the practice for and play of games, as well as the performance of all other duties customarily associated with the position of head coach of a National Collegiate Athletic Association (“NCAA”) Division 1 football program. Coach will not engage directly or indirectly in any business or conduct which would detract from his ability to apply his best efforts to the performance of his duties.

(ii) Performing his duties and operating the University’s football program with personal integrity and in a manner that is consistent with and in compliance with all of the following, as applicable and as 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 observed by him and by individuals under his direct or indirect supervision at all times, including those in connection with the recruiting and eligibility of prospective and current student-athletes for the University’s football program.

(iv) Promoting a culture of compliance with, and actively supervising 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. Coach will promptly communicate to the Athletic Director (or his/her 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) Promptly reporting to the University’s Title Coordinator or designee any violation or allegation of a violation of the University’s Title IX policy of which Coach 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.

(vi) Using his best efforts to recruit, coach and train student-athletes with good character, talent and academic ability to compete successfully in a quality football program, and to demonstrate concern for their welfare.

(vii) Recognizing that as part of the University’s administration and as the Team’s publicly visible representative, Coach 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. Coach agrees to personally comport himself in a manner consistent with good sportsmanship and with high moral and ethical standards.

(viii) Performing such other obligations as are set forth in this Agreement or otherwise reasonably assigned by the Athletic Director consistent with Coach’s status as head coach of the Team.

## 2. **Reporting Obligations.**

Coach 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 football program.

a. **Immediate Supervisor.** Coach's immediate supervisor is the University's Athletic Director; notwithstanding any provision to the contrary herein, all matters pertaining to the operation of the University's football program shall be subject to the direction and control of the Athletic Director.

b. **Daily Operations.** Coach will administer the daily routine and organization of the Team as he deems necessary to effectuate its success, provided such administration is in accordance with the policies established by and under the direction of the Athletic Director.

c. **Scheduling/Travel.** The University, through the Athletic Director, will permit Coach to participate in decisions relating to choice and scheduling of football opponents, means of travel utilized, hotel, food accommodations, size and selection of the travel squad and party, and all other matters pertaining to the operation of similar phases of the football program, but final decisions in such matters shall be with the Athletic Director. Coach acknowledges and agrees that travel arrangements must be made in accordance with any contractual agreements between the University and any travel agency.

d. **Coaching Staff.** Coach has the right to hire, retain, and release assistant football coaches subject to the University's recruitment and hiring procedures/policies and subject to the approval of the Athletic Director and Kentucky law. Pursuant to Kentucky law, the University's Board of Regents must approve all new employee hires or appointments.

### 3. **Term of Agreement.**

a. **Term.** The term of this Agreement ("Term") shall commence on the Effective Date and shall continue through December 31, 2028 (the "Expiration Date"), unless sooner terminated or extended in accordance with the provisions of Section 5 and 3(b) below, as applicable. For purposes of this Agreement, the term "Contract Year" shall be defined as the period from January 1 through December 31 for each year this Agreement remains in effect.

b. **Extension(s).** In any season in which the Team wins seven (7) or more games, an additional Contract Year will be added to the Term on the day following the seventh win, 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 KRS 164.360(2).

### 4. **Compensation.**

a. **Base Salary.** During the Term, the University shall pay Coach an annual base salary at the rate of nine hundred forty-five thousand and seven hundred thirty-two dollars (\$945,732) 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 shall be subject to the discretion of the Athletic Director, the availability of funds by the University, and/or the policies and procedures of the University.

b. **Benefits/Leave:** Coach 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. Coach may take reasonable paid leave at the discretion of the Athletic Director or his designees, but Coach will not accrue sick or vacation leave that is payable at the end of Coach's employment.

c. **Retention Bonus.** In addition to base salary, the University shall pay Coach an annual retention bonus (the "Retention Bonus") in the amount of fifty thousand dollars (\$50,000) beginning in March 2026 based on Coach's continued employment at the University as of March 1 of that year and each subsequent year of the Term. The Retention Bonus will be payable by the Hilltopper Athletic Foundation in a single lump sum, minus applicable taxes no later than March 31, 2026 and thereafter so long as Coach is employed on each applicable March 1<sup>st</sup>.

d. **Performance Incentives / Bonus.** Beginning with the 2025 football season and continuing thereafter for the Term, Coach shall be entitled to the following performance incentives payable in the form of salary within forty-five (45) days of any such performance incentive being earned and in accordance with the University's payroll procedures:

(i)	Season ticket sales greater than 12,000 per year	\$25,000
(ii)	College football playoff appearance	\$100,000
(iii)	CUSA Coach of the Year	\$25,000
(iv)	Complete season winning percentage (including post-season appearances) greater than .500	\$50,000
(v)	Victory in bowl game	\$50,000
(vi)	CUSA championship game appearance	\$50,000
(vii)	CUSA championship victory	\$50,000
(viii)	Single-year academic progress rate ("APR") 950+	\$100,000

e. **Automobile.** The University shall loan to Coach 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. Coach may be responsible for all nonbusiness-related upkeep, maintenance, and/or repair of the vehicle. If possible, the University will provide Coach a second vehicle under the same terms and conditions.

f. **Tickets.** For so long as Coach is employed and acting as the University's head coach pursuant to this Agreement, upon request, the University will provide Coach the following:

- (i) Ten (10) chair-back football season tickets at no charge
- (ii) Four (4) chair-back reserved men's and women's season basketball tickets at no charge
- (iii) Ten (10) single-game football tickets for bowl/playoff games at no charge



- (iv) The option to purchase twelve (12) additional football tickets, if available
- (v) It is agreed upon and understood that all tickets are provided to Coach in the performance of his job (e.g. recruiting or fundraising).

5. **Outside Activities and Income**

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

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

b. **University Approval is Required.** Coach shall not accept any outside income or engage in any outside activity without the prior approval of the Athletic Director or designee, which approval shall not be unreasonably withheld. Coach 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.** Coach shall 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. **Summer Camps.** Coach will have the opportunity to host a minimum of three (3) weeks of football camps using the University's athletic facilities and equipment. Coach will have priority to conduct at least two (2) of those weeks of camp in the month of June after the end of the regular term of public school in Kentucky. Camp operations will be conducted either directly or through an entity controlled by Coach, and Coach will comply, and shall cause all camps to comply with university policies. Should a scheduling conflict arise between the football program and any other University athletic team or University sponsored or affiliated program or organization concerning the use of the athletic facilities and equipment, the conflict shall be resolved by and in the sole discretion of the Athletic Director.

e. **Radio and Television.** The University will use its best effort to secure a Coach's radio and/or television program.

f. **Coach Retains Revenue.** Except for the limitations on outside compensation as set forth in this Agreement and required by NCAA rules, CUSA (or any other conference the

University may choose to enter), and University policy, Coach may retain all revenues generated by such outside activities (e.g., speaking engagements, outside camps).

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

h. **No Liability.** The University is not liable and shall bear no responsibility for any claims arising from Coach's outside activities independent of Coach's employment at the University. The University shall not have any liability to Coach 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 Coach to earn outside income or participate in outside activities.

## 6. **Termination of Coach's Employment.**

a. **Death.** In the event Coach's employment hereunder ceases prior to the end of the Term by reason of Coach's death, Coach'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 Coach'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 Coach's ability to perform essential functions of the duties and responsibilities set forth herein, Coach'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 Coach any accrued obligations set forth in this Agreement and for any disability benefits to which Coach 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) Serious violations of any law, rule, regulation, constitutional provision, bylaw, or interpretation of CUSA (or any other football conference the University may choose to enter), the NCAA or the University;
- (iii) Serious violations of any law, rule, regulation, constitutional provision, bylaw, or interpretation of CUSA (or any other football conference the University may choose to enter), the NCAA or the University by a member of the football coaching staff, student-athlete in the football program, or any other person under the Coach's supervision and direction, (1) which Coach 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 Athletic Director or his designee; or
- (v) Engaging in misconduct, as reasonably determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of head football coach or which negatively or adversely affects the reputation of the University and/or its Athletics Program in a material way.

d. **Immaterial Violations.** Notwithstanding the language contained herein, the University acknowledges and agrees that Coach's employment shall not be terminable for cause in the event of a minor, technical, or otherwise immaterial violation of an applicable term, standard, rule, regulation, or policy, or for an NCAA or Conference violation which does not entail the risk of major institutional penalties, or unless the presence of mitigating factors (as defined in NCAA Bylaw 19.12.4) is outweighed by the presence of aggravating factors (as defined in NCAA Bylaw 19.12.3) in the event of an NCAA Level II violation.

e. **Reasonable Opportunity to Cure Default.** The University further acknowledges and agrees that prior to invoking its right to terminate Coach for cause, Coach will be afforded a reasonable opportunity to cure any default or breach in a timely manner, provided such default is of a nature that is capable of being cured (as determined in the University's reasonable discretion) and can reasonably be accomplished without significantly discrediting or damaging the University's reputation or standing in the community, or creating an unreasonable risk of harm to any student-athlete or staff-member.

f. **University's Obligations upon Termination for Cause.** In the event this Agreement is terminated for cause in accordance with the provisions of Section 5 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 Coach's base salary as set forth in Section 4. Coach shall not be required or obligated to perform any further service or duties for the Coach to be entitled to the "severance fee." In any meeting between the University and Coach relating to termination for cause, both the University and Coach have the right to have legal representation present.

g. **Termination Without Cause by the University or Coach.** In consideration of the significant investment and mutual commitment which Coach 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 Coach or the University no longer wishes for Coach to continue to serve under this Agreement, Coach 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, Coach 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, Coach will be entitled to liquidated damages equal to the remaining base salary due to Coach through the end of the otherwise unexpired Term (including any additional Contract Years earned pursuant to Section 3(b)), payable in equal payments over the remaining months of the otherwise unexpired Term.
- (ii) **Offset Period.** If Coach is terminated without cause and obtains employment before the end of this agreement term (“Offset Period”), Coach has an affirmative obligation to notify the University’s Athletic Director. Each subsequent monthly payment from the University will be reduced on a dollar-for-dollar basis by the amount of monthly compensation that Coach receives from Coach’s new employer during the Offset Period.
- (iii) **Construction.** The parties intend for all payments and benefits under this Section of the Contract 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 Contract 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 Contract, references to a “termination”, “termination of employment” or like terms shall mean “separation from service.” Moreover, Coach’s right to receive any installment payments pursuant to this Section of the Contract 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 Coach.** If Coach terminates this Agreement prior to the end of the Term, the University shall be entitled to liquidated damages payable in equal payments over a twelve (12) month period, according to the applicable date of termination, as follows:

On or before December 31, 2025	\$800,000
Between January 1, 2026 – December 31, 2026	\$700,000
Between January 1, 2027 – December 31, 2027	\$600,000
On or after January 1, 2028	\$500,000

- (v) **Retirement or Resignation.** Should Coach resign or retire from collegiate football and thereafter does not accept employment as a football coach for at least one full year following the date of his retirement or resignation, Coach's liquidated damages obligation to the University shall not apply.
- (vi) **Liquidated Damages.** Coach and the University have bargained for and agreed to the liquidated damages provisions contained in the preceding sections, giving consideration to the fact that termination of this Agreement by either party without cause prior to its expiration may cause damages to the other party that are extremely difficult to determine with certainty or fairly or adequately. Coach and the University further agree that the payment of liquidated damages by the terminating party and acceptance thereof by the terminated party shall constitute adequate and reasonable compensation to the terminated party for the damages and injuries suffered because of such termination without cause. The foregoing shall not be, nor be construed to be, a penalty.
- (vii) **Failure to Pay.** Failure to timely pay such liquidated damages as set forth above constitutes a breach of this Agreement and such will be recoverable together with attorney's fees.
- (viii) **Home Game Series.** If Coach terminates this Agreement prior to the end of the Agreement Term and accepts employment as a head coach of a division 1-A (FBS) football program within one (1) year of termination, Coach agrees to use his best efforts to schedule a two-year home/home game series (e.g. one game at Western Kentucky University and one game to occur at the hiring college/university) with no requirement for financial remuneration on the part of either college or university. This series will be scheduled within twelve (12) months of termination of Coach's employment with the University and take place no later than twelve (12) years following the date of termination of Coach's employment with the University.
- (ix) **No Liability.** The University expressly disclaims any liability 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 appearances, apparel or shoe contracts, consulting relationships, or from any other source that may ensue as a result of the University's termination of this Agreement without cause.

## 7. **Disciplinary Action**

- a. If Coach violates a university rule, regulation, or policy, or an NCAA or conference

rule or regulation, Coach will be subject to disciplinary and/or corrective action pursuant to the terms and conditions contained in this Agreement or the applicable NCAA bylaw, as applicable.

b. If Coach engages in any conduct or omission that warrants disciplinary action short of termination for cause, the Athletic Director or designee may impose disciplinary and/or corrective action.

## 8. **Additional Provisions**

a. **Notification of Employment Opportunity.** The parties agree that should another coaching opportunity be presented to Coach or should Coach be interested in another coaching position during the Term of this Agreement, Coach shall notify the Athletic Director before Coach, or any representative of Coach, holds discussions or engages in other substantive communications or negotiations with anticipated coaching position principals.

b. **Return Of Documents and Property.** Coach agrees to deliver or return to the University, at the University's request, at any time or upon termination or expiration of Coach's employment or as soon thereafter as possible, all property furnished by the University to Coach in the course of Coach'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, Coach shall immediately cause any such material in his possession or control to be delivered to the University.

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

d. **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. Coach acknowledges and agrees that neither the University nor anyone acting on its behalf has made, and is not making, and in executing this Agreement, the Coach 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 shall control.

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

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

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

h. **Waiver; Modification.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall 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 shall not be modified in any respect except by a writing executed by each party hereto.

i. **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.

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

k. **Governing Law.** This Agreement shall 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.

l. **Acknowledgement.** Coach 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.

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

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Tyson Helton  
WKU Football, Head Coach

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Todd Stewart  
WKU, Athletic Director

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Date

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Date