



WKU[®]
Board of Regents

EXECUTIVE

May 15, 2020

**APPROVAL OF ADDENDUM TO EMPLOYMENT AGREEMENT
BETWEEN
WESTERN KENTUCKY UNIVERSITY AND DEBORAH T. WILKINS**

REQUEST:

The President is recommending approval of an Addendum to the Employment Agreement entered into on October 25, 2013, between Western Kentucky University and Deborah T. Wilkins.

BACKGROUND / FACTS:

Ms. Wilkins will be assigned to the position of Senior Advisor / Interim Title IX Coordinator, effective July 1, 2020. A copy of an Addendum to her current Employment Agreement which outlines this assignment is included with this agenda material.

BUDGETARY IMPLICATIONS:

None. Ms. Wilkins will retain her current budgeted salary through the term of the Addendum.

RECOMMENDATION:

President Timothy C. Caboni requests approval an Addendum to the Employment Agreement between Western Kentucky University and Deborah T. Wilkins, which is included with the Board material.

MOTION:

To approve the Addendum to the Employment Agreement between Western Kentucky University and Deborah T. Wilkins.

Western Kentucky University

ADDENDUM
TO
EMPLOYMENT AGREEMENT

THIS ADDENDUM TO EMPLOYMENT AGREEMENT ("Agreement") made as of the 4 day of May, 2020, by and between Western Kentucky University (hereinafter "the University") and Deborah T. Wilkins (hereinafter referred to as "Wilkins").

For and in consideration of the covenants and agreements herein contained, the University and Wilkins covenant and agree as follows:

1. **EMPLOYMENT.** Pursuant to the terms and conditions of this addendum, the University agrees and Wilkins has agreed that her duties as General Counsel, under the Employment Agreement dated October 25, 2013, will end effective June 30, 2020, subject to and contingent upon the terms and conditions set forth herein. Effective July 1, 2020, Wilkins will be appointed to the position and assume the duties as described in the job description attached hereto as Exhibit "A."
2. **TERM.** The term of this appointment and addendum will be for a period beginning on the 1st day of July, 2020, and expiring on the 30th day of June, 2022.
3. **DUTIES.** Wilkins shall well and faithfully serve the University and shall at all times devote her whole time, attention, and energies to the performance of the duties as described in the job description attached hereto as Exhibit "A," and shall do and perform all such services, acts, and things connected therewith. In accordance with item 7 of the Employment Agreement dated October 25, 2013, Wilkins' salary shall not be reduced during the term of the Agreement. Wilkins will be provided with an office appropriate for the position, consistent with her education and experience and located on the main campus.
4. **COMPENSATION.** As of the date of this addendum, Wilkins's annual salary is one hundred, seventy-eight thousand, one hundred and sixty-four dollars and no cents (\$178,164.00). Wilkins's base salary for the term of this addendum will remain unchanged and unadjusted. The University will continue to be responsible for payment of any required professional licensing expenses, dues and/or fees, such as Bar association dues.
5. **BENEFITS.** Wilkins shall continue to receive her current level of, and/or have an opportunity to participate in the maximum of, benefits accorded to administrators of the University now, or in the future, including, but not limited to, health insurance, retirement, vacation and sick leave.
6. **TERMINATION.** The University shall have the right to terminate this Employment Agreement for cause prior to its expiration date. The term "cause" shall be defined as follows:
 - a) Conviction of a felony or declared by a court of competent jurisdiction to be guilty of a crime involving moral turpitude;
 - b) Suspension or disbarment from the practice of law;
 - c) Deliberate refusal to perform the duties or responsibilities outlined in Exhibit "A" in good faith and failure to cure such violations upon thirty (30) days written notice from the University;




7. **COMPLETE AGREEMENT.** The Agreement constitutes the complete Agreement between the parties and incorporates all prior discussions, agreements, and representations made in regard to the matters set forth herein. This Agreement shall not be amended, modified, or changed except upon the mutual consent of Wilkins and the University. Any amendment to modification, to be effective, must be reduced to writing and signed by all parties to this Agreement.

8. **BOARD OF REGENTS APPROVAL:** The parties agree that this Addendum to Employment Agreement will be recommended to the Board of Regents for its approval by the President of the University at its next regular meeting on May 15, 2020.

This agreement entered into this 4th day of May, 2020, by:



Timothy C. Caboni, President



Deborah T. Wilkins,

Exhibit A

Western Kentucky University Position Description Title: Senior Advisor and Interim Title IX Coordinator

Purpose of Position

The Senior Advisor will report to the President and be responsible for providing legal counsel and oversight of institutional initiatives at the President's discretion.

As Interim Title IX Coordinator, the position will report to the Provost and be responsible for all matters pertaining to the university's compliance with state and federal Title IX regulations.

Primary Job Duties and Responsibilities

The following duties are customary for this position but are not all-inclusive. Duties may be added, deleted, and assigned based on management discretion and institutional needs.

- The Senior Advisor is responsible for oversight of litigation, including supervision of outside counsel, on matters for which she has served as the primary contact.
- In this role, the Senior Advisor will provide support and consultation to the General Counsel, as requested.
- The Senior Advisor will oversee and facilitate the establishment of a program to provide affordable legal services for students.
- As Interim Title IX Coordinator, the position is responsible for overseeing the university's compliance and educational efforts with regard to Title IX of the Higher Education Act of 1964 as amended in 1972. The Interim Title IX Coordinator will develop, implement, and monitor appropriate policies, procedures, and practices to ensure compliance with state and federal law as well as oversee the university's investigation of complaints related to sex and gender-based discrimination and harassment. Working in conjunction with the university's Title IX Investigators, the Title IX Coordinator will develop and implement appropriate educational programs aimed at the prevention of sexual violence and other forms of sex and gender-based discrimination.

Subject to university need, the Senior Advisor will also teach one (1) course on Education Law or other subject consistent with the Senior Advisor's education and experience not to exceed one course per semester, provided however, if such course is a face to face (in class) course, said course will be scheduled to begin / start no earlier than 9:00 am and/or will end / conclude no later than 4:30 p.m., on Monday – Friday (i.e., no evening, night or weekend teaching assignments). Course and teaching preparation time will be included in the event of a teaching assignment, consistent with University academic practices.

**APPROVAL OF EMPLOYMENT AGREEMENT
BETWEEN
WESTERN KENTUCKY UNIVERSITY AND ANDREA P. ANDERSON**

REQUEST:

The President requests approval of an Employment Agreement between Western Kentucky University and Andrea P. Anderson.

FACTS:

Contingent upon approval by the Board, the President and Ms. Anderson have negotiated an Employment Agreement which outlines the terms and conditions of her employment as General Counsel, effective July 1, 2020.

BUDGETARY IMPLICATIONS:

The salary for the role of General Counsel will remain the same in FY21 as it was in FY20.

RECOMMENDATION:

President Timothy C. Caboni requests approval of an Employment Agreement between Western Kentucky University and Andrea P. Anderson, which is included with the Board material.

MOTION:

To approve the Employment Agreement between Western Kentucky University and Andrea P. Anderson.

**Western Kentucky University
EMPLOYMENT AGREEMENT**

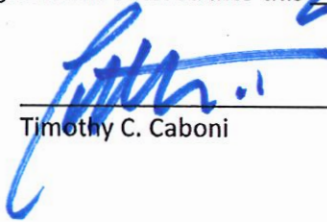
THIS EMPLOYMENT AGREEMENT ("Agreement") made as of the 21 day of April 20, 2020, by and between Western Kentucky University (hereinafter "the University") and Andrea Anderson (hereinafter referred to as "Anderson").

For and in consideration of the covenants and agreements herein contained, the University and Anderson covenant and agree as follows:

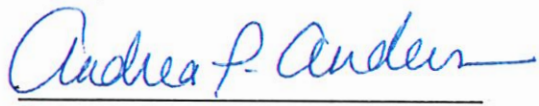
1. **EMPLOYMENT.** Pursuant to the terms and conditions of this Agreement, the University agrees that Anderson will serve as General Counsel, and Anderson agrees to continue to serve in this capacity and to render services to the University as set forth herein.
2. **TERM.** The term of agreement will be for a period beginning on the 1st day of July, 2020, and expiring on the 30th day of June, 2024. The parties agree that Anderson's position is a staff position.
3. **DUTIES.** Anderson shall well and faithfully serve the University and shall at all times devote her whole time, attention, and energies to the performance of her duties as described in the job description attached hereto as Exhibit "A," and shall do and perform all such services, acts, and things connected therewith. Participation in any outside organizations, associations, clubs, or groups shall be consistent with the importance and dignity of Anderson's position.
4. **COMPENSATION.** As of the date of this Agreement, Anderson's annual salary is one hundred, seventy-eight thousand, one hundred sixty-four dollars and no cents (\$178,164.00). Anderson's base salary for subsequent years will be reviewed and established annually during the term and any extension of this Agreement, with any annual adjustment to be effective on July 1 of that year, in accordance with the University's evaluation procedures and policies. Nothing herein will be interpreted to prevent or deny Anderson consideration for or award of any other appropriate salary adjustment, including market or equity adjustments.
5. **BENEFITS.** Anderson shall continue to receive and/or have an opportunity to participate in the maximum benefits accorded to administrators of the University now, or in the future, including, but not limited to, health insurance, retirement, vacation and sick leave.
6. **TERMINATION.** The University shall have the right to terminate this Employment Agreement for cause prior to its expiration date. The term "cause" shall be defined as follows:
 - a) Conviction of a felony or declared by a court of competent jurisdiction to be guilty of a crime involving moral turpitude;
 - b) Suspension or disbarment from the practice of law;
 - c) Deliberate refusal to perform the duties or responsibilities outlined in Exhibit "A" in good faith and failure to cure such violations upon thirty (30) days written notice from the University;
 - d) Refusal to accept reassignment as provided in paragraph 7 of this agreement.

7. **REASSIGNMENT:** It is understood by the parties that the University retains the right, in its sole discretion, to reassign Anderson to a position other than General Counsel and with different duties, responsibilities and title during the term of this Agreement. In such event:
- a) Anderson' salary at the time of the reassignment, or at the time of any further or subsequent reassignments, shall not be reduced due to the reassignment, nor shall the reassignment prevent or deny Anderson consideration for or award of any other appropriate salary adjustment, including market or equity adjustments.
 - b) Anderson will be assigned to a position that is consistent with her education and experience, and Anderson will be provided with an office appropriate for the position, consistent with her education and experience and located on the main campus.
 - c) If the University exercises its right to reassign Anderson and Anderson refuses to accept such reassignment, the University may terminate this Agreement pursuant to paragraph 6 above.
8. **COMPLETE AGREEMENT.** The Agreement constitutes the complete Agreement between the parties and incorporates all prior discussions, agreements, and representations made in regard to the matters set forth herein. This Agreement shall not be amended, modified, or changed except upon the mutual consent of Anderson and the University. Any amendment to modification, to be effective, must be reduced to writing and signed by all parties to this Agreement.
9. **BOARD OF REGENTS APPROVAL:** The parties agree and understand that the terms of this Employment Agreement are subject to its recommendation by the President of the University to the Board of Regents, and contingent upon approval of the Board at its next regular meeting following the date the Agreement is executed.

This agreement entered into this 22 day of April 20, 2020, by:



Timothy C. Caboni



Andrea Anderson

Exhibit "A"

**Western Kentucky University
Position Description
Title: General Counsel
President's Office**

Purpose of Position

The General Counsel will be responsible for all matters pertaining to the university's legal affairs. In this capacity, the General Counsel shall provide advice to the Board of Regents, to the President, and to other officers and employees on all legal matters affecting the university; manage litigation involving the university; develop recommendations respecting the university's compliance with applicable state and federal laws, and assist officers of the institution and other upper management in carrying out the mission of the institution.

Primary Job Duties and Responsibilities

The following duties are customary for this position, but are not to be construed as all-inclusive. Duties may be added, deleted and assigned based on management discretion and institutional needs.

- Provides legal counsel and guidance to the Board of Regents, President, and other upper management of the institution on all legal matters relevant to a large public institution, including personnel law, policies, procedures, rules, and regulations, and laws pertaining to students, real estate transactions, contracts and grants, worker's compensation, liability and insurance matters, public monies and purchases, affirmative action, and other laws and regulations.
- Anticipates and identifies legal issues and counsels officers of the institution and other upper management in order to develop legal strategies and solutions, often in situations of great political, public relations, or financial risk or significance, and with limited time for assessing alternatives.
- Reviews, researches, interprets, and prepares both written and oral opinions on a wide variety of legal issues.
- Drafts, reviews, and approves policies and procedures, regulations, bylaws, and other legal documents.
- Reviews contracts, leases, and other legal documents; researches legal issues and recommends revisions as necessary.
- Represents or oversees the representation of the institution and upper management in judicial and administrative proceedings, and in negotiations with other state agencies.
- Selects and retains outside counsel, as required, to obtain legal opinions or to handle claims and litigation.
- Supervises legal work of outside counsel; consults on difficult or sensitive issues.
- Provides training to the campus community on various legal issues through seminars and meetings.
- Maintains professional growth and development through seminars, workshops, and professional affiliations to keep abreast of latest developments in college and university law and in other related areas.
- Performs miscellaneous job-related duties as assigned.