



EXECUTIVE

August 11, 2023

**APPROVAL OF ADDENDUM TO
ATHLETIC EMPLOYMENT CONTRACT**

REQUEST:

Approval of a second addendum to the Athletic Employment Contract between Western Kentucky University and Jason Neidell.

FACTS:

The University and Coach Neidell have negotiated a second addendum to the Athletic Employment Contract which outlines revised terms and conditions of his employment as head women's soccer coach and extends his employment until December 31, 2026.

BUDGETARY IMPLICATIONS:

Jason Neidell will receive an increase in his annual base salary with bonuses based on NCAA appearances, academic performances of the team, and Conference Coach of the Year.

RECOMMENDATION:

President Timothy C. Caboni requests approval of the second addendum to the Athletic Employment Contract between Western Kentucky University and Jason Neidell.

MOTION:

Approval of the Addendum to the Athletic Employment Agreement between Western Kentucky University and Jason Neidell.

**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 **JASON NEIDELL** ("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 September 3, 2009 and amended on March 13, 2017 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 31st day of December, 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 December 31, 2030. 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, Compensation/Benefits is amended to increase the Head Soccer Coach annual base salary to \$85,000. Base salary will be increased by \$10,000 following WKU's first NCAA Tournament appearance and then by \$5,000 following each subsequent tournament appearance.

Article IV, 4.02 Coach's Bonus is amended to add the following provisions:

Academic Team GPA at or above 3.5 at conclusion of school year	\$4,000
Academic Team GPA at or above 3.25 at conclusion of school year (does not receive if 3.5 team GPA threshold is obtained)	\$2,000
Conference Coach of the Year	\$2,000
WKU women's scholar team of the year	\$2,000
Top 100 Final RPI as determined by NCAA end of season ratings	\$2,000

Unless otherwise specifically amended herein, the parties agree that all terms, conditions, agreements, and provisions of the Employment Contract dated September 3, 2009 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 August 11, 2023.

This Addendum entered into this _____ day of _____, 2023 by:

Todd Stewart
Director of Athletics
Western Kentucky University

Jason Neidell
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 Brent Chumbley.

FACTS:

The University and Coach Chumbley have negotiated an addendum to the Athletic Employment Contract which outlines revised terms and conditions of his employment as head track coach and extends his employment until June 30, 2027.

BUDGETARY IMPLICATIONS:

Brent Chumbley's contract will be extended until June 30, 2027, and extended by one additional year at the end of each year, with the terms of employment together with extensions not to extend beyond June 30, 2030.

RECOMMENDATION:

President Timothy C. Caboni requests approval of the second addendum to the Athletic Employment Contract between Western Kentucky University and Brent Chumbley.

MOTION:

Approval of the Addendum to the Athletic Employment Agreement between Western Kentucky University and Brent Chumbley.

**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 **BRENT CHUMBLEY** ("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 August 16, 2019, 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, 2027, 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, 2030. 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 V, 5.04 Liquidated Damages Upon Termination By Either Coach or University 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 and 5.04 hereof, the party terminating shall pay the other party, as liquidated damages, a sum equal to \$25,000 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 August 16, 2019, 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 August 11, 2023.

This Addendum entered into this _____ day of _____, 2023 by:

Todd Stewart
Director of Athletics
Western Kentucky University

Brent Chumbley
Head Coach
Western Kentucky University

**APPROVAL OF ATHLETIC
EMPLOYMENT CONTRACT**

REQUEST:

Approval of an Athletic Employment Contract between Western Kentucky University and Adam Gary.

FACTS:

The University and Coach Gary have negotiated an Athletic Employment Contract which outlines revised terms and conditions of his employment as women's golf coach until June 30, 2027.

BUDGETARY IMPLICATIONS:

Adam Gary will receive \$57,500 per year with the possibility of earning bonuses based on his and the team's performance.

RECOMMENDATION:

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

MOTION:

Approval of the Addendum to the Athletic Employment Agreement between Western Kentucky University and Adam Gary.

**WESTERN KENTUCKY UNIVERSITY
ATHLETIC EMPLOYMENT CONTRACT**

This Employment Contract is made this 11th day of August, 2023, between
Western Kentucky University (the "University") and Adam Gary ("Coach").

ARTICLE I
PURPOSE

The University and Coach have entered into this Employment Contract because the University desires to hire Coach for the time period referenced herein, with Coach's assurance that he will serve the entire term of this Employment Contract, a long-term commitment by Coach being critical to the University's desire to run a stable women's golf program.

The University and Coach agree that head coaches of intercollegiate athletic teams at Western Kentucky University conduct their professional activities under circumstances unique in the family of University employees, including evaluation and scrutiny of team performances by the public and the media and control by external rules and regulations.

Coach shall be a staff employee at the University, with the terms of his employment restricted solely to this Employment Contract. It is understood and agreed that Coach's sole grievance rights shall be as set forth herein and that Coach hereby waives any and all grievance rights under the University's internal grievance procedures.

ARTICLE II
POSITION

2.01 DESCRIPTION OF DUTIES AND RESPONSIBILITIES

A. RECOGNITION OF DUTIES

Coach agrees to be a loyal coach of the University. Coach agrees to devote his best-efforts full time to the performance of his duties for the University, to give proper time and attention to furthering his responsibilities to the University, and to comply with all rules, regulations, policies, and decisions established or issued by the University. Coach also agrees that, notwithstanding any other provisions of this Employment Contract, during the term of this Employment Contract, he will not engage, directly or indirectly, in any business which would detract from his ability to apply his best efforts to the performance of duties hereunder.

B. GENERAL DUTIES AND RESPONSIBILITIES

During the period in which the University employs Coach as Head Women's Golf Coach, Coach agrees to undertake and perform all duties and responsibilities attendant to the position of Head Women's Golf Coach as set forth herein. Coach shall not be reassigned to any other position or role without Coach's prior written consent.

C. SPECIFIC DUTIES AND RESPONSIBILITIES WHILE EMPLOYED AS COACH

As of the beginning of this Employment Contract, the duties and responsibilities assigned to Coach in connection with the position as Women's Golf Coach are as set forth below. This list of specific duties and responsibilities supplement, and is not exclusive of, the other general duties and responsibilities provided for elsewhere in this Employment Contract.

1. Provide the University with his most dedicated and conscientious service in carrying out the duties and responsibilities as set forth herein or as may be assigned by the Athletics Director and perform his duties and responsibilities in a manner consistent with state and University rules, regulations, and policies.

2. Be primarily responsible for all aspects of the golf program including budget, scheduling, and the recruiting, training, supervision, evaluation, and performance of student athletes, coaching staff, and golf office clerical staff subject to the approval of the Athletics Director.
3. Abide by and comply with the constitution, bylaws, and interpretations of the National Collegiate Athletic Association (NCAA) and Conference USA, or any other golf conference the University may choose to enter (the golf conference that University is a member of shall be referred to as the "Conference"), as well as all University rules and regulations relating to the conduct and administration of the Women's Golf program. In the event that Coach becomes aware, or has a reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules, or regulations may have taken place, he shall report the same promptly to the Athletics Director of the University.
4. Use his best efforts to ensure that all academic standards, requirements, and policies of the University are observed by him and by members of his coaching staff at all times, including those in connection with the recruiting and eligibility of prospective and current student athletes for the golf program, and ensure that said standards, requirements, and policies are not compromised or violated at any time.
5. Use his best efforts, in conjunction with the University, to ensure that all student athletes recruited for his golf program are provided proper academic counseling and are encouraged to and given every opportunity to meet the degree requirements necessary to graduate from the University.

6. Recruit, coach, and train student athletes to compete successfully against major college competition in a quality golf program.
7. Use his best efforts to ensure that his student athletes conduct themselves in a manner that will reflect a positive image for the University both on and off the golf course.
8. Use his best efforts to keep public statements complementary to the athletics program and to the University.
9. Use his best efforts to establish and maintain a frequent and systematic program of personal communication with the University's student body, faculty, and staff.

2.02 DISCIPLINARY ACTIONS FOR VIOLATIONS OF NCAA OR CONFERENCE RULES AND REGULATIONS

If Coach is found to be in violation of NCAA or Conference rules and regulations, Coach shall be subject to disciplinary and/or corrective actions by the University which may include termination for cause as set forth in section 5.01.

2.03 REPORTING RELATIONSHIPS

The parties (without delineating the particular terms and conditions) acknowledge that each party will use its best efforts and will cooperate with the other to provide the following support for the University's golf program.

- A. Coach's immediate supervisor for purposes of implementing the Employment Contract shall be the Athletics Director of the University; all matters pertaining to the operation of the University's golf program shall be subject to the direction and control of the Athletics Director.

- B. The overall policy of the entire athletics program shall remain the exclusive prerogative of the University. The Coach shall administer the daily routine and organization of the program as he deems necessary to effectuate its success, provided such administration shall be in accordance with the policies established by the Athletics Director.
- C. Coach shall have primary responsibility for decisions relating to scheduling of golf opponents, means of travel to be employed, hotel, food accommodations, size and content of the travel squad and party, and all other matters pertaining to the operation of similar phases of the golf program, but final decisions in such matters shall be with the Athletics Director. It is specifically agreed and understood that travel arrangements shall be made in conformance with any contractual agreements between the University and any travel agency.
- D. Coach shall have the right to release, hire, and retain assistant golf coaches subject to the approval of the Athletics Director, the President of the University, and (as it pertains to hiring) the University's Board of Regents.
- E. Coach shall have primary responsibility for developing the budget annually for the golf program subject to the approval of the Athletics Director.

ARTICLE III
TERMS OF EMPLOYMENT

The initial term of this Employment Contract shall begin on the 11th day of August, 2023, and continuing through June 30, 2027. The parties agree that if

circumstances do not exist that would justify dismissal for cause as defined in 5.01 herein, the term of this Employment Contract shall be automatically extended (i.e., no action is required by either party) by one additional year on July 1, 2024, 2025 and 2026 (i.e., to provide for a continuing four-year term, through June 30, 2030). 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 COMPENSATION / BENEFITS

In consideration for the promises he has made in entering into this Employment Contract, Coach shall be entitled to the following forms of compensation; base salary payments, benefits, and bonuses.

4.01 SALARY AND BENEFITS

- A. The initial base salary paid by the University to Coach for services and satisfactory performance of the terms and conditions of this Employment Contract shall be \$57,500 annually and shall be payable in equal monthly installments during the period of this Employment Contract and made in conformity with the payroll procedure of the University. Coach will be reviewed for his performance on an annual basis.
- B. Coach shall be eligible to participate in a group insurance, retirement, and voluntary payroll deduction program on the same basis and with the same University contributions that apply to the University's non-academic administrative staff.

4.02 COACH'S INCENTIVES

1. Academic Progress Rate of 970+ each academic year \$5,000
2. Team qualification for Conference USA match play \$2,500
3. Individual qualification for NCAA Tournament \$5,000
4. C-USA Regular Season Team Championship \$5,000
5. NCAA Tournament Team Appearance \$10,000
6. C-USA Coach of the Year \$10,000

4.04 OPPORTUNITIES TO EARN OUTSIDE INCOME

While Coach is representing the University as Head Women's Golf Coach, he shall have the opportunity to earn outside income as a result thereof and retain all income derived therefrom. The following general terms and conditions shall apply to each case in which Coach seeks to or makes arrangements to earn outside income as a result of his being Head Women's Golf Coach:

- A. Such outside activities shall not interfere with the full and complete performance by Coach of his duties and obligations as a University coach.
- B. In no event shall Coach accept or receive directly or indirectly any monies, benefit, or any other gratuity whatsoever if such action would violate NCAA legislation.
- C. Coach shall obtain the advance written approval from the Athletics Director before entering into such agreements, such approval not to be unreasonably withheld or delayed.

D. Such activities are independent of Coach's employment at University and the University shall have no responsibility nor bear any liability for any claims arising therefrom.

E. OTHER INCOME

1. Commercial, Apparel, and Equipment Endorsements - Coach may undertake commercial endorsements in exchange for his agreement to consult with the manufacturer or seller concerning the design and/or marketing of any products and services in which he identifies himself as Coach of the University's intercollegiate golf team and retain any and all income derived therefrom; provided, however, that such endorsements are in writing, do not conflict with existing University contracts, do not discredit or embarrass the University, do not extend beyond the term of this Employment Contract, would be coterminous with Coach's termination of employment as Head Women's Golf Coach at the University, and are subject to the University's trademark and licensing program, and the prior approval of the University's Athletics Director, such approval not to be unreasonably withheld or delayed.
2. Other Products - Products obtained in trade or other negotiations by Coach on behalf of the University will not require compensation by the University to Coach and shall remain the property of the University.
3. Income from Speeches, Appearances, and Written Materials - Any income derived by Coach from speeches, appearances, and/or written materials shall be his separate income and shall fully vest to the

Coach. Any speech given pursuant to this paragraph must be given by Coach in his individual capacity, not his official capacity as a University Coach.

ARTICLE V TERMINATION

5.01 TERMINATION BY UNIVERSITY FOR JUST CAUSE

The University shall have the right to terminate this Employment Contract for just cause prior to its normal expiration date. The term "just cause" shall be defined as follows:

- A. Conviction of a felony or declared by a court of competent jurisdiction to be guilty of a crime involving moral turpitude;
- B. Intentional serious violation of any law, rule, regulation, or constitutional provision of the NCAA by Coach;
- C. Intentional serious violation of any law, rule, regulation, or constitutional provision of the NCAA by a member of the women's golf coaching staff or any other person under the Coach's supervision and direction, including student athletes in the golf program for which Coach had prior actual knowledge and failed to promptly and fully disclose / report to the Athletics Director;
- D. Deliberate violations of any material duties or material responsibilities outlined in this Employment Contract or refusal or unwillingness to perform such duties or responsibilities in good faith and failure to cure such violations upon thirty (30) days written notice from the Athletics Director. Notwithstanding anything to the contrary herein, for purposes of

clarity and avoidance of doubt, it is not the intention of the parties that this Employment Contract be terminable for just cause for violation of minor, technical or otherwise insignificant University, NCAA, or Conference regulations which do not entail the risk of major institutional penalties. Furthermore, the parties agree that it is not the intention of the parties that this Employment Contract be terminable for just cause on the basis of Coach's win/loss record.

5.02 UNIVERSITY'S OBLIGATIONS UPON TERMINATION FOR CAUSE

In the event this Employment Contract is terminated for just cause in accordance with the provisions of Section 5.01 hereof, and at the time of such termination if there is more than one (1) month of unexpired term of this Employment Contract, the "severance fee" shall be computed and paid as if the unexpired term of this Contract was only one (1) month. The "severance fee" will be calculated solely on the base salary (not including supplement payments) as of date of termination. Additionally, University shall remain responsible for paying Employee any amounts that have been earned as of the effective date of termination by Employee, but not yet paid by the University.

5.03 TERMINATION WITHOUT CAUSE

Termination "without cause" shall mean termination of this Employment Contract on any basis other than those set forth in Section 5.01.

- A. Notwithstanding anything to the contrary contained hereunder, either party shall have the right to terminate this Employment Contract without cause prior to its normal expiration date by delivering to the other party written notice of intent to terminate.

B. In the event this Employment Contract is terminated without cause by either Coach or the University, the terminating party would be responsible for the following payment (paid over 12 months): \$10,000

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

Failure to timely pay such liquidated damages shall constitute a breach of this Employment Contract and such sum shall be recoverable together with reasonable outside attorney fees, in any court of competent jurisdiction. In no case shall either party be liable to the other for the loss of any collateral business opportunities or any other benefits, perquisites, or income resulting from activities such as, but not limited to, camps, clinics, media appearance, apparel or shoe contracts, consulting relationships, or from any other sources that may ensue as a result of the termination of this Employment Contract without cause, unless such termination is found to be in violation of any terms or provisions of this Employment Contract.

ARTICLE VI
MISCELLANEOUS

6.01 UNIVERSITY APPROVAL REQUIRED PRIOR TO NEGOTIATION WITH
OTHER SCHOOLS OR EMPLOYERS

The parties agree that should another coaching or sports-related employment opportunity be presented to Coach or should Coach be interested in another coaching position during the term of his Employment Contract, Coach must notify the University's Athletics Director of such opportunity or interest, and obtain permission from the Athletics Director before any discussions can be held by Coach with anticipated coaching position principals, which permission shall not be unreasonably withheld.

6.02 AMENDMENTS TO AGREEMENT

This Employment Contract can only be altered or amended by written agreement between Coach and Athletics Director and as approved by the Board of Regents.

6.03 UNIVERSITY RETAINS ALL MATERIALS AND RECORDS

All materials or articles of information, including, without limitations, personnel records, team information, films, tapes, statistics, or any other material or data furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction of the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole and confidential property of the University. Within thirty (30) days of the expiration of the term of this Employment Contract or its earlier termination as provided herein, Coach shall immediately cause any such materials in his possession or control to be delivered to the University.

6.04 TAX LIABILITIES

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

6.05 LAWS OF THE COMMONWEALTH OF KENTUCKY

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

6.06 ACKNOWLEDGMENT

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

IN WITNESS WHEREOF, the parties hereto set forth their respective signatures on this Employment Contract as of the date set forth below.

WESTERN KENTUCKY UNIVERSITY

COACH

BY: _____
Todd Stewart Date
Director of Athletics

BY: _____
Adam Gary Date
Head Women’s Golf Coach

**APPROVAL OF ATHLETIC
EMPLOYMENT CONTRACT**

REQUEST:

Approval of an Athletic Employment Contract between Western Kentucky University and Greg Davis.

FACTS:

The University and Coach Davis have negotiated an Athletic Employment Contract which outlines revised terms and conditions of his employment as women's tennis coach until June 30, 2027.

BUDGETARY IMPLICATIONS:

Greg Davis will receive \$55,000 per year with the possibility of earning bonuses based on his and the team's performance.

RECOMMENDATION:

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

MOTION:

Approval of the Athletic Employment Agreement between Western Kentucky University and Greg Davis.

**WESTERN KENTUCKY UNIVERSITY
ATHLETIC EMPLOYMENT CONTRACT**

This Employment Contract is made this 11th day of August, 2023, between
Western Kentucky University (the "University") and Greg Davis ("Coach").

ARTICLE I
PURPOSE

The University and Coach have entered into this Employment Contract because the University desires to hire Coach for the time period referenced herein, with Coach's assurance that he will serve the entire term of this Employment Contract, a long-term commitment by Coach being critical to the University's desire to run a stable women's tennis program.

The University and Coach agree that head coaches of intercollegiate athletic teams at Western Kentucky University conduct their professional activities under circumstances unique in the family of University employees, including evaluation and scrutiny of team performances by the public and the media and control by external rules and regulations.

Coach shall be a staff employee at the University, with the terms of his employment restricted solely to this Employment Contract. It is understood and agreed that Coach's sole grievance rights shall be as set forth herein and that Coach hereby waives any and all grievance rights under the University's internal grievance procedures.

ARTICLE II
POSITION

2.01 DESCRIPTION OF DUTIES AND RESPONSIBILITIES

A. RECOGNITION OF DUTIES

Coach agrees to be a loyal coach of the University. Coach agrees to devote his best-efforts full time to the performance of his duties for the University, to give proper time and attention to furthering his responsibilities to the University, and to comply with all rules, regulations, policies, and decisions established or issued by the University. Coach also agrees that, notwithstanding any other provisions of this Employment Contract, during the term of this Employment Contract, he will not engage, directly or indirectly, in any business which would detract from his ability to apply his best efforts to the performance of duties hereunder.

B. GENERAL DUTIES AND RESPONSIBILITIES

During the period in which the University employs Coach as Head Women's Tennis Coach, Coach agrees to undertake and perform all duties and responsibilities attendant to the position of Head Women's Tennis Coach as set forth herein. Coach shall not be reassigned to any other position or role without Coach's prior written consent.

C. SPECIFIC DUTIES AND RESPONSIBILITIES WHILE EMPLOYED AS COACH

As of the beginning of this Employment Contract, the duties and responsibilities assigned to Coach in connection with the position as Women's Tennis Coach are as set forth below. This list of specific duties and responsibilities supplement, and is not exclusive of, the other general duties and responsibilities provided for elsewhere in this Employment Contract.

1. Provide the University with his most dedicated and conscientious service in carrying out the duties and responsibilities as set forth herein or as may be assigned by the Athletics Director and perform his duties and responsibilities

in a manner consistent with state and University rules, regulations, and policies.

2. Be primarily responsible for all aspects of the tennis program including budget, scheduling, and the recruiting, training, supervision, evaluation, and performance of student athletes, coaching staff, and tennis office clerical staff subject to the approval of the Athletics Director.
3. Abide by and comply with the constitution, bylaws, and interpretations of the National Collegiate Athletic Association (NCAA) and Conference USA, or any other tennis conference the University may choose to enter (the basketball conference that University is a member of shall be referred to as the "Conference"), as well as all University rules and regulations relating to the conduct and administration of the Women's Tennis program. In the event that Coach becomes aware, or has a reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules, or regulations may have taken place, he shall report the same promptly to the Athletics Director of the University.
4. Use his best efforts to ensure that all academic standards, requirements, and policies of the University are observed by him and by members of his coaching staff at all times, including those in connection with the recruiting and eligibility of prospective and current student athletes for the tennis program, and ensure that said standards, requirements, and policies are not compromised or violated at any time.
5. Use his best efforts, in conjunction with the University, to ensure that all student athletes recruited for his tennis program are provided proper

academic counseling and are encouraged to and given every opportunity to meet the degree requirements necessary to graduate from the University.

6. Recruit, coach, and train student athletes to compete successfully against major college competition in a quality tennis program.
7. Use his best efforts to ensure that his student athletes conduct themselves in a manner that will reflect a positive image for the University both on and off the tennis court.
8. Use his best efforts to keep public statements complementary to the athletics program and to the University.
9. Use his best efforts to establish and maintain a frequent and systematic program of personal communication with the University's student body, faculty, and staff.

2.02 DISCIPLINARY ACTIONS FOR VIOLATIONS OF NCAA OR CONFERENCE RULES AND REGULATIONS

If Coach is found to be in violation of NCAA or Conference rules and regulations, Coach shall be subject to disciplinary and/or corrective actions by the University which may include termination for cause as set forth in section 5.01.

2.03 REPORTING RELATIONSHIPS

The parties (without delineating the particular terms and conditions) acknowledge that each party will use its best efforts and will cooperate with the other to provide the following support for the University's tennis program.

- A. Coach's immediate supervisor for purposes of implementing the Employment Contract shall be the Athletics Director of the University; all

matters pertaining to the operation of the University's tennis program shall be subject to the direction and control of the Athletics Director.

- B. The overall policy of the entire athletics program shall remain the exclusive prerogative of the University. The Coach shall administer the daily routine and organization of the program as he deems necessary to effectuate its success, provided such administration shall be in accordance with the policies established by the Athletics Director.
- C. Coach shall have primary responsibility for decisions relating to scheduling of tennis opponents, means of travel to be employed, hotel, food accommodations, size and content of the travel squad and party, and all other matters pertaining to the operation of similar phases of the tennis program, but final decisions in such matters shall be with the Athletics Director. It is specifically agreed and understood that travel arrangements shall be made in conformance with any contractual agreements between the University and any travel agency.
- D. Coach shall have the right to release, hire, and retain assistant tennis coaches subject to the approval of the Athletics Director, the President of the University, and (as it pertains to hiring) the University's Board of Regents.
- E. Coach shall have primary responsibility for developing the budget annually for the tennis program subject to the approval of the Athletics Director.

ARTICLE III
TERMS OF EMPLOYMENT

The initial term of this Employment Contract shall begin on the 11th day of August, 2023, and continuing through June 30, 2027. The parties agree that if circumstances do not exist that would justify dismissal for cause as defined in 5.01 herein, the term of this Employment Contract shall be automatically extended (i.e., no action is required by either party) by one additional year on July 1, 2024, 2025 and 2026 (i.e., to provide for a continuing four-year term, through June 30, 2030). 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 COMPENSATION / BENEFITS

In consideration for the promises he has made in entering into this Employment Contract, Coach shall be entitled to the following forms of compensation; base salary payments, benefits, and bonuses.

4.01 SALARY AND BENEFITS

- A. The initial base salary paid by the University to Coach for services and satisfactory performance of the terms and conditions of this Employment Contract shall be \$55,000 annually and shall be payable in equal monthly installments during the period of this Employment Contract and made in conformity with the payroll procedure of the University. Coach will be reviewed for his performance on an annual basis.
- B. Coach shall be eligible to participate in a group insurance, retirement, and voluntary payroll deduction program on the same basis and with the same

University contributions that apply to the University's non-academic administrative staff.

4.02 COACH'S INCENTIVES

- | | |
|--|----------|
| 1. Academic Progress Rate of 970+ each academic year | \$5,000 |
| 2. C-USA Regular Season Championship | \$5,000 |
| 3. NCAA Tournament Appearance | \$10,000 |
| 4. C-USA Coach of the Year | \$10,000 |

4.04 OPPORTUNITIES TO EARN OUTSIDE INCOME

While Coach is representing the University as Head Women's Tennis Coach, he shall have the opportunity to earn outside income as a result thereof and retain all income derived therefrom. The following general terms and conditions shall apply to each case in which Coach seeks to or makes arrangements to earn outside income as a result of his being Head Women's Tennis Coach:

- A. Such outside activities shall not interfere with the full and complete performance by Coach of his duties and obligations as a University coach.
- B. In no event shall Coach accept or receive directly or indirectly any monies, benefit, or any other gratuity whatsoever if such action would violate NCAA legislation.

- C. Coach shall obtain the advance written approval from the Athletics Director before entering into such agreements, such approval not to be unreasonably withheld or delayed.
- D. Such activities are independent of Coach's employment at University and the University shall have no responsibility nor bear any liability for any claims arising therefrom.
- E. OTHER INCOME
1. Commercial, Apparel, and Equipment Endorsements - Coach may undertake commercial endorsements in exchange for his agreement to consult with the manufacturer or seller concerning the design and/or marketing of any products and services in which he identifies himself as Coach of the University's intercollegiate basketball team and retain any and all income derived therefrom; provided, however, that such endorsements are in writing, do not conflict with existing University contracts, do not discredit or embarrass the University, do not extend beyond the term of this Employment Contract, would be coterminous with Coach's termination of employment as Head Women's Tennis Coach at the University, and are subject to the University's trademark and licensing program, and the prior approval of the University's Athletics Director, such approval not to be unreasonably withheld or delayed.
 2. Other Products - Products obtained in trade or other negotiations by Coach on behalf of the University will not require compensation by the University to Coach and shall remain the property of the University.

3. Income from Speeches, Appearances, and Written Materials - Any income derived by Coach from speeches, appearances, and/or written materials shall be his separate income and shall fully vest to the Coach. Any speech given pursuant to this paragraph must be given by Coach in his individual capacity, not his official capacity as a University Coach.

ARTICLE V TERMINATION

5.01 TERMINATION BY UNIVERSITY FOR JUST CAUSE

The University shall have the right to terminate this Employment Contract for just cause prior to its normal expiration date. The term "just cause" shall be defined as follows:

- A. Conviction of a felony or declared by a court of competent jurisdiction to be guilty of a crime involving moral turpitude;
- B. Intentional serious violation of any law, rule, regulation, or constitutional provision of the NCAA by Coach;
- C. Intentional serious violation of any law, rule, regulation, or constitutional provision of the NCAA by a member of the women's tennis coaching staff or any other person under the Coach's supervision and direction, including student athletes in the tennis program for which Coach had prior actual knowledge and failed to promptly and fully disclose / report to the Athletics Director;
- D. Deliberate violations of any material duties or material responsibilities

outlined in this Employment Contract or refusal or unwillingness to perform such duties or responsibilities in good faith and failure to cure such violations upon thirty (30) days written notice from the Athletics Director. Notwithstanding anything to the contrary herein, for purposes of clarity and avoidance of doubt, it is not the intention of the parties that this Employment Contract be terminable for just cause for violation of minor, technical or otherwise insignificant University, NCAA, or Conference regulations which do not entail the risk of major institutional penalties. Furthermore, the parties agree that it is not the intention of the parties that this Employment Contract be terminable for just cause on the basis of Coach's win/loss record.

5.02 UNIVERSITY'S OBLIGATIONS UPON TERMINATION FOR CAUSE

In the event this Employment Contract is terminated for just cause in accordance with the provisions of Section 5.01 hereof, and at the time of such termination if there is more than one (1) month of unexpired term of this Employment Contract, the "severance fee" shall be computed and paid as if the unexpired term of this Contract was only one (1) month. The "severance fee" will be calculated solely on the base salary (not including supplement payments) as of date of termination. Additionally, University shall remain responsible for paying Employee any amounts that have been earned as of the effective date of termination by Employee, but not yet paid by the University.

5.03 TERMINATION WITHOUT CAUSE

Termination "without cause" shall mean termination of this Employment Contract on any basis other than those set forth in Section 5.01.

- A. Notwithstanding anything to the contrary contained hereunder, either party shall have the right to terminate this Employment Contract without cause prior to its normal expiration date by delivering to the other party written notice of intent to terminate.
- B. In the event this Employment Contract is terminated without cause by either Coach or the University, the terminating party would be responsible for the following payment (paid over 12 months): \$10,000

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

Failure to timely pay such liquidated damages shall constitute a breach of this Employment Contract and such sum shall be recoverable together with reasonable outside attorney fees, in any court of competent jurisdiction. In no case shall either party be liable to the other for the loss of any collateral business opportunities or any other benefits, perquisites, or income resulting from activities such as, but not limited to, camps, clinics, media appearance, apparel or shoe contracts, consulting relationships, or from any other sources that may ensue as a result of the termination of this Employment Contract without cause, unless such termination is found to be in violation of any terms or provisions of this Employment Contract.

ARTICLE VI
MISCELLANEOUS

6.01 UNIVERSITY APPROVAL REQUIRED PRIOR TO NEGOTIATION WITH
OTHER SCHOOLS OR EMPLOYERS

The parties agree that should another coaching or sports-related employment opportunity be presented to Coach or should Coach be interested in another coaching position during the term of his Employment Contract, Coach must notify the University's Athletics Director of such opportunity or interest, and obtain permission from the Athletics Director before any discussions can be held by Coach with anticipated coaching position principals, which permission shall not be unreasonably withheld.

6.02 AMENDMENTS TO AGREEMENT

This Employment Contract can only be altered or amended by written agreement between Coach and Athletics Director and as approved by the Board of Regents.

6.03 UNIVERSITY RETAINS ALL MATERIALS AND RECORDS

All materials or articles of information, including, without limitations, personnel records, team information, films, tapes, statistics, or any other material or data furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction of the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole and confidential property of the University. Within thirty (30) days of the expiration of the term of this Employment Contract or its earlier termination as provided herein, Coach shall immediately cause any such materials in his possession or control to be delivered to the University.

6.04 TAX LIABILITIES

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

6.05 LAWS OF THE COMMONWEALTH OF KENTUCKY

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

6.06 ACKNOWLEDGMENT

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

IN WITNESS WHEREOF, the parties hereto set forth their respective signatures on this Employment Contract as of the date set forth below.

WESTERN KENTUCKY UNIVERSITY

COACH

BY: _____
Todd Stewart Date
Director of Athletics

BY: _____
Greg Davis Date
Head Women's Tennis Coach

**APPROVAL OF ATHLETIC
EMPLOYMENT CONTRACT**

REQUEST:

Approval of an Athletic Employment Contract between Western Kentucky University and Austin King.

FACTS:

The University and Coach King have negotiated an Athletic Employment Contract which outlines revised terms and conditions of his employment as men's golf coach until June 30, 2027.

BUDGETARY IMPLICATIONS:

Austin King will receive \$57,500 per year with the possibility of earning bonuses based on his and the team's performance.

RECOMMENDATION:

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

MOTION:

Approval of the Athletic Employment Agreement between Western Kentucky University and Austin King.

**WESTERN KENTUCKY UNIVERSITY
ATHLETIC EMPLOYMENT CONTRACT**

This Employment Contract is made this 11th day of August, 2023, between
Western Kentucky University (the "University") and Austin King ("Coach").

ARTICLE I
PURPOSE

The University and Coach have entered into this Employment Contract because the University desires to hire Coach for the time period referenced herein, with Coach's assurance that he will serve the entire term of this Employment Contract, a long-term commitment by Coach being critical to the University's desire to run a stable men's golf program.

The University and Coach agree that head coaches of intercollegiate athletic teams at Western Kentucky University conduct their professional activities under circumstances unique in the family of University employees, including evaluation and scrutiny of team performances by the public and the media and control by external rules and regulations.

Coach shall be a staff employee at the University, with the terms of his employment restricted solely to this Employment Contract. It is understood and agreed that Coach's sole grievance rights shall be as set forth herein and that Coach hereby waives any and all grievance rights under the University's internal grievance procedures.

ARTICLE II
POSITION

2.01 DESCRIPTION OF DUTIES AND RESPONSIBILITIES

A. RECOGNITION OF DUTIES

Coach agrees to be a loyal coach of the University. Coach agrees to devote his best-efforts full time to the performance of his duties for the University, to give proper time and attention to furthering his responsibilities to the University, and to comply with all rules, regulations, policies, and decisions established or issued by the University. Coach also agrees that, notwithstanding any other provisions of this Employment Contract, during the term of this Employment Contract, he will not engage, directly or indirectly, in any business which would detract from his ability to apply his best efforts to the performance of duties hereunder.

B. GENERAL DUTIES AND RESPONSIBILITIES

During the period in which the University employs Coach as Head Men's Golf Coach, Coach agrees to undertake and perform all duties and responsibilities attendant to the position of Head Men's Golf Coach as set forth herein. Coach shall not be reassigned to any other position or role without Coach's prior written consent.

C. SPECIFIC DUTIES AND RESPONSIBILITIES WHILE EMPLOYED AS COACH

As of the beginning of this Employment Contract, the duties and responsibilities assigned to Coach in connection with the position as Men's Golf Coach are as set forth below. This list of specific duties and responsibilities supplement, and is not exclusive of, the other general duties and responsibilities provided for elsewhere in this Employment Contract.

1. Provide the University with his most dedicated and conscientious service in carrying out the duties and responsibilities as set forth herein or as may be assigned by the Athletics Director and perform his duties and responsibilities in a manner consistent with state and University rules, regulations, and policies.

2. Be primarily responsible for all aspects of the golf program including budget, scheduling, and the recruiting, training, supervision, evaluation, and performance of student athletes, coaching staff, and golf office clerical staff subject to the approval of the Athletics Director.
3. Abide by and comply with the constitution, bylaws, and interpretations of the National Collegiate Athletic Association (NCAA) and Conference USA, or any other golf conference the University may choose to enter (the golf conference that University is a member of shall be referred to as the "Conference"), as well as all University rules and regulations relating to the conduct and administration of the Men's Golf program. In the event that Coach becomes aware, or has a reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules, or regulations may have taken place, he shall report the same promptly to the Athletics Director of the University.
4. Use his best efforts to ensure that all academic standards, requirements, and policies of the University are observed by him and by members of his coaching staff at all times, including those in connection with the recruiting and eligibility of prospective and current student athletes for the golf program, and ensure that said standards, requirements, and policies are not compromised or violated at any time.
5. Use his best efforts, in conjunction with the University, to ensure that all student athletes recruited for his golf program are provided proper academic counseling and are encouraged to and given every opportunity to meet the degree requirements necessary to graduate from the University.

6. Recruit, coach, and train student athletes to compete successfully against major college competition in a quality golf program.
7. Use his best efforts to ensure that his student athletes conduct themselves in a manner that will reflect a positive image for the University both on and off the golf course.
8. Use his best efforts to keep public statements complementary to the athletics program and to the University.
9. Use his best efforts to establish and maintain a frequent and systematic program of personal communication with the University's student body, faculty, and staff.

2.02 DISCIPLINARY ACTIONS FOR VIOLATIONS OF NCAA OR CONFERENCE RULES AND REGULATIONS

If Coach is found to be in violation of NCAA or Conference rules and regulations, Coach shall be subject to disciplinary and/or corrective actions by the University which may include termination for cause as set forth in section 5.01.

2.03 REPORTING RELATIONSHIPS

The parties (without delineating the particular terms and conditions) acknowledge that each party will use its best efforts and will cooperate with the other to provide the following support for the University's golf program.

- A. Coach's immediate supervisor for purposes of implementing the Employment Contract shall be the Athletics Director of the University; all matters pertaining to the operation of the University's golf program shall be subject to the direction and control of the Athletics Director.

- B. The overall policy of the entire athletics program shall remain the exclusive prerogative of the University. The Coach shall administer the daily routine and organization of the program as he deems necessary to effectuate its success, provided such administration shall be in accordance with the policies established by the Athletics Director.
- C. Coach shall have primary responsibility for decisions relating to scheduling of golf opponents, means of travel to be employed, hotel, food accommodations, size and content of the travel squad and party, and all other matters pertaining to the operation of similar phases of the golf program, but final decisions in such matters shall be with the Athletics Director. It is specifically agreed and understood that travel arrangements shall be made in conformance with any contractual agreements between the University and any travel agency.
- D. Coach shall have the right to release, hire, and retain assistant golf coaches subject to the approval of the Athletics Director, the President of the University, and (as it pertains to hiring) the University's Board of Regents.
- E. Coach shall have primary responsibility for developing the budget annually for the golf program subject to the approval of the Athletics Director.

ARTICLE III
TERMS OF EMPLOYMENT

The initial term of this Employment Contract shall begin on the 11th day of August, 2023, and continuing through June 30, 2027. The parties agree that if

circumstances do not exist that would justify dismissal for cause as defined in 5.01 herein, the term of this Employment Contract shall be automatically extended (i.e., no action is required by either party) by one additional year on July 1, 2024, 2025 and 2026 (i.e., to provide for a continuing four-year term, through June 30, 2030). 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 COMPENSATION / BENEFITS

In consideration for the promises he has made in entering into this Employment Contract, Coach shall be entitled to the following forms of compensation; base salary payments, benefits, and bonuses.

4.01 SALARY AND BENEFITS

- A. The initial base salary paid by the University to Coach for services and satisfactory performance of the terms and conditions of this Employment Contract shall be \$57,500 annually and shall be payable in equal monthly installments during the period of this Employment Contract and made in conformity with the payroll procedure of the University. Coach will be reviewed for his performance on an annual basis.
- B. Coach shall be eligible to participate in a group insurance, retirement, and voluntary payroll deduction program on the same basis and with the same University contributions that apply to the University's non-academic administrative staff.

4.02 COACH'S INCENTIVES

1. Academic Progress Rate of 970+ each academic year \$5,000
2. Team qualification for Conference USA match play \$2,500
3. Individual qualification for NCAA Tournament \$5,000
4. C-USA Regular Season Team Championship \$5,000
5. NCAA Tournament Team Appearance \$10,000
6. C-USA Coach of the Year \$10,000

4.04 OPPORTUNITIES TO EARN OUTSIDE INCOME

While Coach is representing the University as Head Men's Golf Coach, he shall have the opportunity to earn outside income as a result thereof and retain all income derived therefrom. The following general terms and conditions shall apply to each case in which Coach seeks to or makes arrangements to earn outside income as a result of his being Head Men's Golf Coach:

- A. Such outside activities shall not interfere with the full and complete performance by Coach of his duties and obligations as a University coach.
- B. In no event shall Coach accept or receive directly or indirectly any monies, benefit, or any other gratuity whatsoever if such action would violate NCAA legislation.
- C. Coach shall obtain the advance written approval from the Athletics Director before entering into such agreements, such approval not to be unreasonably withheld or delayed.

D. Such activities are independent of Coach's employment at University and the University shall have no responsibility nor bear any liability for any claims arising therefrom.

E. OTHER INCOME

1. Commercial, Apparel, and Equipment Endorsements - Coach may undertake commercial endorsements in exchange for his agreement to consult with the manufacturer or seller concerning the design and/or marketing of any products and services in which he identifies himself as Coach of the University's intercollegiate golf team and retain any and all income derived therefrom; provided, however, that such endorsements are in writing, do not conflict with existing University contracts, do not discredit or embarrass the University, do not extend beyond the term of this Employment Contract, would be coterminous with Coach's termination of employment as Head Men's Golf Coach at the University, and are subject to the University's trademark and licensing program, and the prior approval of the University's Athletics Director, such approval not to be unreasonably withheld or delayed.
2. Other Products - Products obtained in trade or other negotiations by Coach on behalf of the University will not require compensation by the University to Coach and shall remain the property of the University.
3. Income from Speeches, Appearances, and Written Materials - Any income derived by Coach from speeches, appearances, and/or written materials shall be his separate income and shall fully vest to the

Coach. Any speech given pursuant to this paragraph must be given by Coach in his individual capacity, not his official capacity as a University Coach.

ARTICLE V TERMINATION

5.01 TERMINATION BY UNIVERSITY FOR JUST CAUSE

The University shall have the right to terminate this Employment Contract for just cause prior to its normal expiration date. The term "just cause" shall be defined as follows:

- A. Conviction of a felony or declared by a court of competent jurisdiction to be guilty of a crime involving moral turpitude;
- B. Intentional serious violation of any law, rule, regulation, or constitutional provision of the NCAA by Coach;
- C. Intentional serious violation of any law, rule, regulation, or constitutional provision of the NCAA by a member of the men's golf coaching staff or any other person under the Coach's supervision and direction, including student athletes in the golf program for which Coach had prior actual knowledge and failed to promptly and fully disclose / report to the Athletics Director;
- D. Deliberate violations of any material duties or material responsibilities outlined in this Employment Contract or refusal or unwillingness to perform such duties or responsibilities in good faith and failure to cure such violations upon thirty (30) days written notice from the Athletics Director. Notwithstanding anything to the contrary herein, for purposes of

clarity and avoidance of doubt, it is not the intention of the parties that this Employment Contract be terminable for just cause for violation of minor, technical or otherwise insignificant University, NCAA, or Conference regulations which do not entail the risk of major institutional penalties. Furthermore, the parties agree that it is not the intention of the parties that this Employment Contract be terminable for just cause on the basis of Coach's win/loss record.

5.02 UNIVERSITY'S OBLIGATIONS UPON TERMINATION FOR CAUSE

In the event this Employment Contract is terminated for just cause in accordance with the provisions of Section 5.01 hereof, and at the time of such termination if there is more than one (1) month of unexpired term of this Employment Contract, the "severance fee" shall be computed and paid as if the unexpired term of this Contract was only one (1) month. The "severance fee" will be calculated solely on the base salary (not including supplement payments) as of date of termination. Additionally, University shall remain responsible for paying Employee any amounts that have been earned as of the effective date of termination by Employee, but not yet paid by the University.

5.03 TERMINATION WITHOUT CAUSE

Termination "without cause" shall mean termination of this Employment Contract on any basis other than those set forth in Section 5.01.

- A. Notwithstanding anything to the contrary contained hereunder, either party shall have the right to terminate this Employment Contract without cause prior to its normal expiration date by delivering to the other party written notice of intent to terminate.

B. In the event this Employment Contract is terminated without cause by either Coach or the University, the terminating party would be responsible for the following payment (paid over 12 months): \$10,000

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

Failure to timely pay such liquidated damages shall constitute a breach of this Employment Contract and such sum shall be recoverable together with reasonable outside attorney fees, in any court of competent jurisdiction. In no case shall either party be liable to the other for the loss of any collateral business opportunities or any other benefits, perquisites, or income resulting from activities such as, but not limited to, camps, clinics, media appearance, apparel or shoe contracts, consulting relationships, or from any other sources that may ensue as a result of the termination of this Employment Contract without cause, unless such termination is found to be in violation of any terms or provisions of this Employment Contract.

ARTICLE VI
MISCELLANEOUS

6.01 UNIVERSITY APPROVAL REQUIRED PRIOR TO NEGOTIATION WITH
OTHER SCHOOLS OR EMPLOYERS

The parties agree that should another coaching or sports-related employment opportunity be presented to Coach or should Coach be interested in another coaching position during the term of his Employment Contract, Coach must notify the University's Athletics Director of such opportunity or interest, and obtain permission from the Athletics Director before any discussions can be held by Coach with anticipated coaching position principals, which permission shall not be unreasonably withheld.

6.02 AMENDMENTS TO AGREEMENT

This Employment Contract can only be altered or amended by written agreement between Coach and Athletics Director and as approved by the Board of Regents.

6.03 UNIVERSITY RETAINS ALL MATERIALS AND RECORDS

All materials or articles of information, including, without limitations, personnel records, team information, films, tapes, statistics, or any other material or data furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction of the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole and confidential property of the University. Within thirty (30) days of the expiration of the term of this Employment Contract or its earlier termination as provided herein, Coach shall immediately cause any such materials in his possession or control to be delivered to the University.

6.04 TAX LIABILITIES

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

6.05 LAWS OF THE COMMONWEALTH OF KENTUCKY

**PHILANTHROPIC NAMING REQUESTS FOR
SOFTBALL – SOCCER INDOOR FACILITY**

REQUEST:

Approval of the philanthropic naming of the Wendell and Jan Strode Locker Room located in the WKU Softball-Soccer Indoor Facility in recognition of a generous gift from Wendell and Jan Strode.

FACTS:

Wendell Strode is a WKU alumnus who received a Bachelor of Science in 1976. He and his wife, Jan, are owners of Park Street Investment Inc. and 1869 Homestead Bed & Breakfast in Bowling Green, Ky. In 2020, Wendell retired as Executive Director of the National Corvette Museum after serving 23 years. Prior to that, he served in the banking industry with Trans Financial Bank.

Wendell has served on several boards and committees at WKU including the Board of Regents (1987-1991), WKU Alumni Association National Board of Directors (1995-2000), WKU Foundation Board of Trustees (1998-1999) and the Public Media Community Advisors. The Strodes are longtime supporters of the University and have attended many WKU events and activities throughout the years.

This philanthropic naming request is recommended in recognition of the generosity of Wendell and Jan Strode.

BUDGETARY IMPLICATIONS:

Athletics will cover cost of the signs for each room/area.

RECOMMENDATION:

President Timothy C. Caboni recommends the philanthropic naming of the soccer/softball complex locker room to the Wendell and Jan Strode Locker Room.

MOTION:

Approval of the philanthropic naming of the soccer/softball complex locker room to the Wendell and Jan Strode Locker Room.

APPROVAL OF CODE OF EDITORIAL INTEGRITY POLICY

REQUEST:

Approval of the WKU Public Media Code of Editorial Integrity Policy.

FACTS:

The attached document is the proposed policy for Western Kentucky University adoption.

BUDGETARY IMPLICATIONS:

None.

RECOMMENDATION:

President Timothy C. Caboni requests approval of the adoption of the Code of Editorial Integrity.

MOTION:

To approve the adoption of the Code of Editorial Integrity.



Code of Editorial Integrity

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WKU Public Media Editorial Independence

The mission of WKU Public Media is to enrich our communities by providing distinctive programming and services of the highest quality that enhances lives, expands perspectives, and connects us to one another.

To support this mission, it is essential that WKU Public Media management rigorously administer the highest standard of editorial independence in all content areas. WKU Public Media is guided by the constitutional guarantees of a free press and by the regulatory framework established by Congress. The Public Broadcasting Act of 1967 reinforces the expectation of prevention of interference with program content. This Act requires the Corporation for Public Broadcasting to protect public broadcasting entities from interference with, or control of, program content or other activities.

Historically, this mandate has been embraced by WKU Public Media and the public it serves. Editorial integrity in the operation of WKU Public Media means the responsible application of a free and independent decision-making process, which is ultimately accountable to the public. We recognize that our broadcasting activities must be perceived to be independent, honest, and of the highest quality. Any attempt by the government or interest groups to influence content, especially before a program has aired, raises serious Constitutional, statutory, and policy concerns.

WKU Public Media reaffirms its commitment to the responsibility to exercise the editorial freedom necessary to achieve the mission of WKU Public Media effectively.

The Code of Editorial Integrity is part of a larger initiative to advance principles, policies and practices of editorial integrity throughout public media. The Public Media Code of Editorial Integrity was developed by the Affinity Group Coalition and the Station Resource Group, collectively being public television and radio stations and organizations from across the country, in particular, the University of Wisconsin Public Broadcasting System with support from the Corporation for Public Broadcasting (September 2013).

Using several available resources and best practices, the WKU Public Media Code of Editorial Integrity was created to support our mission. Please consult the Acknowledgements page at the end of this document for source attribution and credits.

PUBLIC MEDIA CODE OF INTEGRITY

Public broadcasters have adopted shared principles to strengthen the trust and integrity that communities expect of valued public service institutions.

Public media organizations contribute to a strong civil society and active community life, supply access to knowledge and culture, extend education, and offer varied viewpoints and sensibilities.

The freedom of public media professionals to make editorial decisions without undue influence is essential. It is rooted in America's commitment to free speech and a free press. It is reflected in the unique and critical media roles that federal, state, and local leaders have encouraged and respected across the years. It is affirmed by the courts.

Trust is equally fundamental. Public media organizations create and reinforce trust through rigorous, voluntary standards for the integrity of programming and services, fundraising, community interactions, and organizational governance.

These standards of integrity apply to all the content public media organizations produce and present, regardless of subject matter, including news, science, history, information, music, arts, and culture. These standards apply across all public media channels and platforms: broadcasting, online, social media, print, media devices, and in-person events.

Public media, individually and collectively:

- Contribute to communities' civic, educational, and cultural life by presenting a range of ideas and cultures and offering a robust forum for discussion and debate.
- Commit to accuracy and integrity in the pursuit of facts about events, issues, and important matters that affect communities and people's lives.
- Pursue fairness and responsiveness in content and services, particularly reflecting diversity of demography, culture, and beliefs.
- Aim for transparency in news gathering, reporting, and other content creation and share the reasons for important editorial and programming choices.
- Protect the editorial process from the fact and appearance of undue influence, exercising care in seeking and accepting funds, and setting careful boundaries between contributors and content creators.
- Encourage understanding of fundraising operations and practices, acknowledge program sponsors, and disclose content-related terms of sponsor support.

- Maintain respectful and accountable relationships with individual and organizational contributors.
- Seek editorial partnerships and collaborations to enhance capacity, perspective, timeliness, and relevance and apply public media standards to these arrangements.
- Expect employees to uphold public media's integrity in their personal as well as their professional lives, understanding that employee actions, even when "off the clock", affect trust, integrity, credibility, and impartiality.
- Promote the common good, the public interest, and these commitments to integrity and trustworthiness in organizational governance, leadership, and management.

The Standards We Will Uphold

OUR MISSION:

The mission of Public Media is to create a more informed public, one challenged and invigorated by a deeper understanding and appreciation of events, ideas, and culture within the United States and across the globe. To this end, Public Media reports, produces, acquires and distributes news, information and other content that meets the highest standards of public service in journalism and cultural expression. Public Media works to deliver the highest quality of programming by adhering to accepted national journalistic standards free of outside influences.

OUR GUIDING PRINCIPLES:

Our work, whether on the air, online, through podcasts, video, or in any other form, aspires to the heights of public service. We take seriously our democratic role as watchdogs, holding the powerful accountable as we hold ourselves to the core principles of honesty, integrity, independence, accuracy, contextual truth, transparency, respect, and fairness for the people we serve and the people we cover. We know that truth is not possible without the active pursuit of a diversity of voices, especially those most at risk of being left out.

With these guiding principles in mind, these standards are intended not as a prescriptive list of do's and don'ts. Rather, it is a foundation upon which staff should consider these often-competing principles and exercise judgment in deciding how to best represent the core values of our organization and to serve our audiences with journalism they can trust.

Adapted from the NPR (National Public Radio) Ethics Handbook

WKU Public Media Code of Editorial Integrity

INTRODUCTION

Trust is the most important asset public broadcasting carries forward into the evolving public media future. Audiences rely on our information and perspectives as they make decisions in their public and personal lives. The public consistently reaffirms that public television and public radio are their most trusted sources among many media choices.

Our independence is deeply rooted in American values of freedom of speech and of the press, both protected by the First Amendment to the Constitution. The Public Broadcasting Act of 1967 reinforces that independence, directing the Corporation for Public Broadcasting to protect public broadcasting entities "from interference with, or control of, program content or other activities."

Public confidence in our organizations is strengthened by the regulations and legal requirements that go with our FCC (Federal Communications Commission) non-commercial licenses to broadcast, our federal recognition as nonprofit educational and charitable organizations, and the federal funds that contribute to our work.

The Code of Editorial Integrity for Local Public Media Organizations has been developed through discussions, debates, and consultations involving hundreds of executives and senior staff of public broadcasting organizations, faculty from schools of journalism, and advisers in the areas of philanthropy, community engagement, news media, and best practices for nonprofit organizations. We have received help from statements of editorial practices and standards, programming guidelines, and fund-raising policies from public television and radio stations nationwide.

While offered as a model for all public service media, the principal focus of the Code of Editorial Integrity is the public television and public radio stations that benefit from federal support through the Corporation for Public Broadcasting. The principles, policies, and practices of the Code define and unify an evolving field. Stations and other public media organizations will adapt and apply the Code in ways that both reflect shared values and address their unique circumstances. We affirm our principles, policies, and practices through our support of this Code of Editorial Integrity.

CODE

Our purposes are to support a strong civil society, increase cultural access and knowledge, extend public education, and strengthen community life through electronic media and related community activities. The public's trust in our organizations, content, services, and relationships is fundamental to achieving these purposes.

We earn the public's trust through the quality and excellence of our work, the inclusion and reflection of the diversity of our communities, and a commitment to define professional standards and practices.

We take specific steps to learn and understand community needs, issues, and interests; to assure respect and civility in our forums and discussions and impartiality and objectivity in our coverage of complex and controversial matters; and to be accessible, accountable, and transparent to those who use our services and the communities we serve.

GOVERNANCE AND MANAGEMENT FOR THE COMMON GOOD

We govern our activities in ways that promote the common good and the public interest and reflect our commitment to integrity and trustworthiness. These obligations supersede personal and institutional agendas.

We have a public service mission.

We make important organizational decisions in open meetings of our governing bodies, which we announce to the public in a prompt fashion. We make key financial statements available to the public. The only exceptions to these provisions are in matters related to personnel, business matters of a proprietary and competitive nature, and legal matters that require confidentiality.

We assess community needs and interests to inform and guide editorial decisions and employ approaches that assure we have been inclusive of the full community and a diversity of voices, experiences, and views.

We require our decision-makers to disclose possible conflicts of interest to their colleagues, and to remove themselves from decisions where such conflicts exist.

Senior members of our professional staff are accessible to the public and information about how to contact them is available on our web site.

We regularly discuss and debate elements of this Code and other editorial and fundraising guidelines, review the success of their application in our work, and affirm and update the Code and guidelines as proper.

In fulfilling these commitments to accountability, we are guided by and adhere to multiple legal and regulatory frameworks within which we work. Principal among these are laws, rules, and regulations that govern the licensees of non-commercial educational broadcast stations, federal and state policies that apply to nonprofit organizations, and requirements applied by the Corporation for Public Broadcasting to organizations that benefit from the federal investment in public media.

IDEAS, CULTURE, AND FORUMS WITH RESPECT AND CIVILITY

We contribute to the civic, educational, and cultural life of our communities by presenting a range of ideas and cultures and offering a robust forum for discussion and debate.

In doing this work we provide:

- Public access to information, resources, and opportunities for life-long education, the cultural offerings of the arts, humanities and sciences, and forums and media through which to experience a diversity of voices, experiences, and views.
- Public access to means for expressing concerns, asking questions, supplying answers, and sharing viewpoints and ideas in ways that are heard and respectfully considered.
- Civil discourse and interaction among people with varying interests and perspectives, leading to greater shared knowledge and understanding of differences, constructive problem-solving and sustained community building.

Portions of these activities are carried out through forums for perspectives and opinions on matters that are important to our communities, including interview programs, talk shows, online content, and similar opportunities for officials, experts, advocates, and citizens to express their views and hear the views of others.

In all these settings we strive to support a vigorous marketplace of ideas without advocating, endorsing, or certifying a particular point of view.

When inviting participants, we seek people who, due to their expertise and experience, can add perspectives and insights across a broad range of views on issues of concern to our communities. Sometimes, audience members may hear points of view they disagree with.

We work to include individuals who help supply balance among the main positions on prominent issues, although not always in a single program, online discussion, or event.

We ask participants in our forums to create a level of clarity by supplying details, examples, and evidence to support their contentions. We give them opportunities to respond to criticism and seeming inconsistencies.

JOURNALISM THAT REPORTS EVENTS AND ISSUES WITH ACCURACY AND INTEGRITY

We pursue facts about events and issues in our communities and other important matters that affect people's lives with accuracy and integrity.

We aim to:

- Foster an informed and engaged public that, in turn, enables a strong and effective democracy.
- Support individuals in making good decisions for themselves and their families and in their pursuit of a high quality of life.
- We take responsibility for the validity of the content we present. We work within a system of defined professional principles, ethics, and practices in gathering data and perspectives. We are transparent about editorial decision-making processes.

Key principles that guide our reporting and editing:

- We make every effort to assure that we are accurate. We use consistent standards and approaches in verifying the facts we present and the sources of information we use.
- Whenever possible we attribute the sources of our information. We resist anonymity, especially with respect to opinion, speculation, or personal attacks, and allow it only if we are without other means to gather compelling, verifiable information.
- We place the facts we report in context. In our coverage of politics and controversial topics, we emphasize not only accuracy and full attribution, but also an impartial, non-partisan approach and attention to competing views.
- We welcome comments and corrections. If we receive additional facts that add to the precision of what we present, we are committed to timely modifications or corrections.
- We present a full range of views on controversial subjects- sometimes in a single story and sometimes over the course of a series of programs or set of commentaries presented in a timely fashion.

- We seek out individuals and organizations mentioned in our coverage and reports when others have made unfavorable or critical allegations about them so that they have an opportunity to respond to such assertions and our audiences are more fully informed about the controversy.
- We avoid stereotyping, especially due to race, gender, age, religion, ethnicity, geography, sexual orientation, disability, physical appearance, and social status.
- In our reporting we make a distinction between the accountability of public officials, business, and non-profit leaders and others who serve the public or seek power and influence, and the greater rights and expectations of privacy for private individuals, which we endeavor to respect and protect.
- We are straightforward with our audiences. When we present the work of others we say so. When we edit interviews and other material, we strive to preserve the original meaning. When we process audio, video, or images electronically, we do so only to enhance clarity and not to distort meaning or mislead audiences as to how or when the content was obtained.
- We tell the people and the organizations we cover who we are and what we are doing unless public or personal safety is at serious risk and this open approach will not produce vital information. We will generally avoid an undercover approach but will disclose when we have done so. When we make mistakes, we will admit and correct them.

INCLUSION AND REFLECTION OF OUR COMMUNITIES' DIVERSITY

The integrity of our work is strengthened by incorporating the diversity of demography, culture, and beliefs in our communities and the nation into our work and our content.

We look to the full diversity of our community as we find needs and interests to which we might respond.

We assure that people with diverse backgrounds, perspectives, and experiences are heard and seen as both sources and subjects of our programming and are invited to take part in our activities.

We look to create content and activities that reach and serve a diversity of people, recognizing that different programming attracts people with different values, beliefs, lifestyles, and demography.

We treat the subjects of our programming with respect. We include points of view that may not be widely shared and individuals and groups that are infrequently heard or seen outside their own communities.

TRANSPARENCY IN PROGRAM SELECTION AND CONTENT CREATION

We share with our audiences and the public the mission-based and practical reasons for our program choices. We seek to be transparent in how we gather and report news and create other content.

Selecting material for broadcast and online:

- We choose programs and content for broadcast and online presentation that are consistent with our overall mission and purposes. We are also guided by our public service priorities, which focus our work on needs and issues and on service to our communities and audiences. Our mission statement and service priorities are published on our website.
- Our content decisions are also shaped by practical considerations, such as the need for an overall coherence to our service and identity, the interests of audiences, the availability of material through other media, the costs of various kinds of programming we create, the costs of programs we acquire, and our overall resources.
- We aim for public understanding of these public services and practical reasons for our decisions, especially when we make substantial changes in the direction or focus of our programming or services.

Selecting stories and issues for news and public affairs programs:

- Topics we cover for broadcast and online delivery are selected at regular editorial meetings of our professional staff. We welcome suggestions about what to cover and encourage comments, criticisms, and corrections of our work. We publish the names, position, and contact information for senior members of our staff on our website.
- Several criteria influence topic choice, beginning with the importance to our community and the fit with our organization's public service priorities. Other factors include relevance to our audience, timeliness, potential impact, our capacity to bring something new or unique to the topic, and our ability to take on the topic or issue in a way that meets our defined editorial standards.

Showing how we gather and report information:

- We work to verify and authenticate the information we present in ways that are visible and understandable to the public.
- We use and cite public records, publications, and databases whenever possible.
- We identify the individuals or organizations that are our sources of information unless such disclosure jeopardizes the livelihood or safety of the source, or it is otherwise impossible to obtain information that we believe to be newsworthy and reliable.
- We name the locations where we gather facts and from which we report.

TRANSPARENCY IN FUNDRAISING

We aim for respectful relationships with our donors and a clear understanding among donors and others about our fundraising operations. We acknowledge the sponsors of our programming and disclose the terms on which we obtain such support.

Our public service depends on donations of all sizes from many different sources. We keep the trust and confidence of these donors and our communities by making clear the purposes and uses for which we seek their support, making every effort to understand a donor's intent and, after accepting a gift, working to carry out the donor's wishes.

We inform donors about how donor records will be used. We protect personal and confidential information that we obtain during fundraising activities or through our ongoing relationships with these donors.

We acknowledge donors that support the production of specific programs in on-air announcements. We keep a list of these donors in a publicly available file.

We acknowledge donors that sponsor political programming or discussions of controversial issues of public importance (other than such discussions during regular news and public affairs programs) in on-air announcements. We keep a list of these donors and more FCC-required information about the sponsors in a public file.

We do not accept anonymous gifts for (the production of) specific programs.

If a person or organization that has supplied substantial funds to the station becomes the subject of a news story or other program, we show the relationship in the program or in an announcement adjacent to it, and whether the donation was in support of the story or program.

We publish on our website a list of funders that have provided support for creation of specific programming or areas of coverage along with a brief statement of the programs or content areas the donor supports. We also publish a list of donors that have contributed substantial funds for our general support, when we have received permission to do so.

We report the overall costs of fundraising, including personnel, consultants, special events, and related support costs. This reporting is part of our overall disclosure of revenue and expenses in our public file as part of our Annual Financial Report to the Corporation for Public Broadcasting.

PREVENTING UNDUE INFLUENCE

We assure that our editorial process is free from undue influence. We take care in deciding from whom we seek and accept funds and in setting boundaries with respect to those who contribute.

A large and diverse group of funders supports our work, including many individuals, businesses, governmental entities, and foundations. Most of the funding and underwriting we receive is used to support the overall operations of our stations, as opposed to supporting specific programs. A diversity of sources, the number of contributors, and the unrestricted character of funds all reinforce the independence and integrity of our editorial process.

We give careful attention to contributions and grants that support specific programs, projects, and activities. We seek to avoid both the reality and the appearance of inappropriate influence.

We reserve the right to refuse any donation for any reason, including, but not limited to, perceived conflicts of interest, potential audience misconception about a funder's role or influence, and perceived impact on our reputation, integrity, or fundraising ability.

We review the propriety of prospective funders on a case-by-case basis, using the framework outlined below.

FUNDING AND UNDERWRITING FOR PROGRAMMING

Ongoing News and Information Programming:

- We exercise scrutiny when deciding who can fund, sponsor, or otherwise underwrite ongoing news and information programming. We are especially cautious with respect to potential funders whose principal purpose or agenda is to bring about a specific political outcome or to influence public policy on controversial matters that are the current subjects of our ongoing coverage.

- We do not accept funding of ongoing news and information programming from political parties and candidates for public office.

Music, Arts, and Cultural Programming:

- We do not accept funds for arts and cultural programs that focus on reviews and recommendations from organizations with a direct interest in the works or performances.
- We occasionally consider funding from a music or cultural performing group or venue to support the presentation of performances by such groups or at such venues, depending on the answers to such questions as:
 - Is the performance likely to meet our standards of quality for such material?
 - Does the group or venue have broad community support and interest or is there another community-focused rationale for presenting the performance?
 - Is there a suitable reason to accept production funding from one community arts organization while declining such funding from another?

FUNDERS AND UNDERWRITERS AS PARTNERS IN CONTENT CREATION

When we accept funding from an organization or institution that will also play a role in the creation of our content, including Western Kentucky University, our licensee, we do not substitute others' editorial judgment for our own. We assure that our presentation of content produced through partnerships with funders meets our defined editorial standards. We disclose when a funder has joined us in the creation of content we present.

CONSISTENT EDITORIAL STANDARDS IN PARTNERSHIPS AND COLLABORATIONS

We bring our standards into editorial partnerships and collaborations through which we expand our capacity to serve, add to the perspectives we share with our audiences, and enhance the timeliness and relevance of our work.

We engage in ongoing efforts to build connections that deepen our knowledge of the communities we serve and our awareness of potential partners for projects.

We maintain our defined editorial standards when partnering with other entities. We identify and articulate our principles, policies, and practices to all stakeholders in our partnerships and other collaborations. We require our partners to adhere to the same standards for any shared content, including transparency in the editorial process and the disclosure of content funders.

Our standards follow our content to other technologies and contexts. We disclose our editorial partners and provide the public with a brief description of their and our roles and responsibilities.

EMPLOYEE ACTIVITIES BEYOND THEIR PUBLIC MEDIA WORK

Employee Integrity

The actions of our employees, even when off the clock, "affect public trust in our integrity, credibility, and impartiality." We expect employees to uphold our integrity in their personal and professional lives.

We respect the active personal lives of public media employees and their many interests, activities, and relationships. We are mindful, though, that employees' activities beyond their public media work can affect our reputation and public trust. We, therefore, ask employees to integrate the principles and values of public media editorial integrity into their personal lives.

All public media employees should:

- Aspire to high standards of integrity and ethics in their personal lives, including dealings with friends and associates, public behavior, and use of social media.
- Be alert and sensitive to conflicts of interest between personal interests (including family members) and their professional public media responsibility.
- Make a distinction between communications that are part of professional public media responsibilities and all other communications.
- Exercise careful judgment about, limit, and in some cases forego, engaging in partisan activities or advocacy on controversial issues of public importance.

Volunteer Work

WKU Public Media benefits from and encourages staff to be actively engaged with the community, including participation on boards of directors for non-profit organizations, as engagement strengthens our community connections. In most cases, our community work is inconsequential to our positions in public broadcasting. Except when we are taking part as part of our regular job duties (i.e., an on-air person appearing at a school graduation event), when we volunteer, we must be clear that we are acting as an individual, not on behalf of WKU Public Media. Our association with WKU Public Media may be construed as an endorsement by the

organization of an activity. To be certain that these personal commitments do not unacceptably conflict with the public service interests of WKU Public Media, we must confer with a supervisor in advance of becoming involved.

Beyond volunteer work, we are occasionally asked to serve on a board, sometimes because our position in public broadcasting is helpful to that organization. For most staff, it is expected that supervisors are notified of prospective candidacy for a board. Journalists and senior executives must review individually and with supervisors, the activities of organizations and prospective public policy positions they may take before employees may be approved to serve on such boards.

Outside Professional Employment

Western Kentucky University does not discourage employees from outside employment or involvement with other organizations. However, public media employees should refrain from outside professional activities that create potential problems, such as:

- interfering with your WKU Public Media performance
- negatively affecting WKU Public Media's reputation or credibility
- using WKU Public Media resources
- using WKU Public Media contacts or clients to the detriment of the organization
- competing with WKU Public Media
- representing a conflict of interest with outside parties

WKU has an annual self-reporting process of disclosure that may (after the fact) cover many staff and situations. It is an individual responsibility to consult supervisors if such work may represent a conflict with WKU Public Media interests.

Journalists have special obligations regarding outside work and those considerations are covered in various professional guidelines.

Corporate Board Memberships

Staff may serve on corporate boards with the same guidelines noted above. Journalists must be very cautious about such service as WKU Public Media programming may at times present information that is counter to the interests of various corporate entities. Journalists and senior executives should generally avoid service on corporate boards and must review prospective service with their supervisor.

Personal Use of Social Media

Social networking sites have become an integral part of everyday life for people around the world. The line between private and public activity has been blurred by these tools; information from your Facebook page, your blog entries, and your comments - even if you intend them to be

personalized messages to your friends or family - can be circulated beyond your intended audience. This content, therefore, represents you and WKU Public Media to the outside world as much as a news story or talk show does. As in all your work, the guidelines described in this document should guide you in using social media.

Recognize that everything you write or receive on a social media site is public. Any blog, comment, or "Facebook like" may be widely seen. Anyone with access to the web can get access to your activity on social media sites. And regardless of how careful you are online, your professional and your personal life overlap when we're online.

As noted above, some activities may be especially problematic for senior executives and employees with responsibility for editorial content-- particularly politically charged content-- where fairness and the perception of independence and fairness are required. First and foremost, we should do nothing that could undermine our credibility with the public, damage WKU Public Media's standing as an impartial source of information, or otherwise jeopardize our reputation.

ACKNOWLEDGMENTS

The Code of Editorial Integrity is part of a larger initiative to advance principles, policies and practices of editorial integrity throughout public media.

In developing the Code, we have drawn upon:

- Association of Fundraising Professionals "Donor Bill of Rights" BBC, "Editorial Guidelines"
- The Center for Journalism Ethics, School of Journalism and Mass Communication, University of Wisconsin- Madison
- Communications Act of 1934, as amended
- Development Exchange, Inc. (DEI) "Gift Acceptance Policy" Maryland Nonprofits, "Standards for Excellence Code" National Public Radio "NPR Code of Ethics"
- Public Broadcasting Service, "PBS (Public Broadcasting Service) Editorial Standards and Policies" Society of Professional Journalists "Code of Ethics"

Discussion papers, sample editorial guidelines, and additional project documents are available at <http://publicmediaintegrity.org>

The guidelines for WKU Public Media expand on the guidelines related to employees of WKU Public Media and our unique status as providers of electronic media and multi-platforms. These guidelines were gathered using the University of Wisconsin guidelines as a source. These guidelines can be found at:

UWEX guidelines <http://www.uwex.edu/secretary/policies/section7/chapter8.pgf>

UWEX Chapter 8/code of ethics, see 8.03 (1) (a) and 8.03 (1) (b)

UW system guidelines <http://www.legis.state.wi.us/rsb/code/uws/uws.html>

UW System Code of Ethics; click on Chapter 8, then scroll to UWS 8.03(1) (b) G:\WPT Infoshare\Ethics Policies

<http://www.wpr.org/intranet/>

We are grateful for the support of the Editorial Integrity Project by The Corporation for Public Broadcasting.

SOURCES/Acknowledgements:

Media Guidelines

National Public Radio ethics policy <http://ethics.npr.org/>

[PBS Editorial & Funding Standards](#)

CPB (Corporation for Public Broadcasting) Regulations

Principles of Editorial Integrity

<http://pmintegrity.org/pm/docs/CodeofEditorialIntegrityforLocalPublicMedia-Apr20J2update.pdf>

UWEX, UW System and State of Wisconsin Policies

UWEX guidelines

<http://www.uwex.edu/secretary/policies/section7/chapter8.pdf>

UWEX Chapter 8/code of ethics, see 8.03 (1) (a) and 8.03 (1) (b)

UW system guidelines

<http://docs.legis.wisconsin.gov/code/toc/uws>

UW System Code of Ethics; click on Chapter 8, then scroll to UWS 8.03(1) (b)

State guidelines State of WI-Office of State Employment Relations; see section ER-MRS 24.04
(2) (b)

<http://www.legis.state.wi.us/rsb/c.ode/er-mrs/er-mrs024.pdf>