



EXECUTIVE

June 6, 2025

**APPROVAL OF EMPLOYMENT AGREEMENT BETWEEN
WESTERN KENTUCKY UNIVERSITY AND TIMOTHY C. CABONI**

REQUEST:

The Board Chair, W. Currie Milliken, is recommending the approval of a new employment agreement between Western Kentucky University and Timothy C. Caboni.

BACKGROUND / FACTS:

This new contract for Timothy C. Caboni as President of Western Kentucky University would be effective July 1, 2025. A copy of the new employment agreement is included with this agenda material.

BUDGETARY IMPLICATIONS:

The contract establishes President Caboni's base salary, retention and performance bonus levels and qualifications, deferred compensation plan, and completion bonus payments. Funding is provided through institutional reserve funds. Budgetary implications will vary and will include an increase in base salary beginning July 1, 2025 and an annual performance incentive payable by the end of each fiscal year.

RECOMMENDATION:

Chair Milliken requests approval of the new employment agreement between Western Kentucky University and Timothy C. Caboni.

MOTION:

To approve the new employment agreement between Western Kentucky University and Timothy C. Caboni.

WESTERN KENTUCKY UNIVERSITY

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 6th day of June, 2025, and effective as of the 1st day of July, 2025 by and between **Western Kentucky University** (hereinafter "WKU" or "the University") and **Timothy C. Caboni** (hereinafter referred to as "Caboni" or "President").

WITNESSETH

WHEREAS, Caboni is employed as President of Western Kentucky University in good standing under an Employment Agreement dated January 27, 2017, and Addendum Employment Agreement dated March 5, 2021; and

WHEREAS, the WKU Board of Regents (the "Board") desires to continue the President's term effective July 1, 2025 ("Effective Date") under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises, covenants, and stipulations in this Agreement, WKU and Caboni agree as follows:

I. EMPLOYMENT. Pursuant to the terms and conditions of this Agreement, WKU agrees to continue Caboni's employment as its President and Caboni agrees to serve as the President of the University and to render services to the University as set forth herein, in accordance with the laws of the Commonwealth of Kentucky, and in the "*Code of Ethics and Bylaws of the Board of Regents of Western Kentucky University*," as presently existing and as amended from time to time.

II. TERM. The term of employment will commence the Effective Date and will extend for a period of four (4) years, expiring on June 30, 2029, unless extended in accordance with the provisions of paragraph VIII of the Employment Agreement.

III. DUTIES. The President shall well and faithfully serve the University in such capacity as aforesaid and shall, at all times, (i) devote his whole time, attention, and energies to the administration, management, superintendence, and improvement of the University to the utmost of his ability and (ii) do and perform all such services, acts, and things connected therewith, including, but not limited to, the responsibilities enumerated in the Bylaws and, specifically Article VI of the Bylaws. Participation in any outside organizations, associations, clubs, or groups shall be consistent with the importance and dignity of the office of the President of the University. Any paid directorships, board memberships, or consultancies are to be assumed only with the concurrence of the Board.

IV. COMPENSATION.

A. BASE SALARY. As of the Effective Date, the President's base salary shall be Five Hundred Twenty-Four Thousand Seven Hundred dollars (\$524,700.00) per year. The President's base salary for subsequent years shall be increased in accordance with University-wide pay increases or cost-of-living adjustments.

B. PERFORMANCE BASED BONUS.

(a) The President is automatically entitled, but subject to Board recall, an annual retention bonus and performance incentive for exemplary best efforts, a payment equal to ten percent (10%) of his annual base salary payable by the end of each fiscal year based substantially on any or all of the following criteria:

- (i) Continued execution of the WKU Strategic Plan “Climbing to Greater Heights”.
- (ii) WKU’s compliance with the “Performance Funding Model” adopted by the Postsecondary Education Working Group and established by the Kentucky General Assembly as part of the 2016-18 Budget (HB303) and any future amendments thereof.
- (iii) Successful completion of SACSCOC Reaccreditation.
- (iv) First-to-second year retention.
- (v) First-to second year first generation college student retention
- (vi) Creation of Ph. D programs in furtherance of Carnegie R2 status.
- (vii) Growth in research funding.
- (viii) Timely completion of the Cherry Hall renovation.
- (ix) Timely completion of the replacement for Academic Complex.
- (x) Completion of first-year village.
- (xi) Completion of an upperclassman village.
- (xii) Annual fundraising gift receipts.
- (xiii) Successful revision of the WKU Strategic Plan.

(b) No retention and performance-based incentive will be paid if the President is not employed on the respective June 30th or the Board, in its absolute discretion, determines the President has failed to maintain or improve the majority of the above year-over-year performance items in paragraph IV. B., above.

C. BENEFITS. The President shall receive the same maximum benefits presently enjoyed by faculty or administrators of the University including, without limitation:

(a) **Insurance/Indemnification.** The University shall provide the President with director's and officer's liability insurance coverage under the same terms and conditions applicable to regents and/or officers.

(b) **Health Insurance.** The University shall provide medical insurance coverage for the President under the University's traditional health insurance plan.

(c) **Retirement.** The President will be eligible to participate in KTRS or the University's Optional/Alternative Retirement Plans. The University and the President will make contributions into whichever plan is selected by the President, as provided by law.

(d) **Disability Insurance.** The University will provide the President with disability insurance coverage under the University's disability policy for sixty percent (60%) of salary coverage. Disability payments under this provision shall be made and only made following the same definitions, criteria, and limits as established by the University's group disability plan.

(e) **Automobile.** The University will provide the President with a leased automobile (full-sized or comparable) every three (3) years. The President will be entitled to use the automobile for university matters, professional use, and reasonable personal matters. The University shall cover the costs of maintenance and insurance. The President shall pay the costs of fuel and oil changes. As required by IRS regulations, the President shall maintain records of use and mileage, separating University use from personal use, providing such records to the University for its tax reporting purposes. The President shall be solely responsible for the payment of any federal income tax resulting from personal use of the automobile.

(f) **University Travel and Entertainment.** The University shall reimburse the President for the reasonable and necessary expenses of university related travel and entertainment by him and, with the pre-approval of the Chairman of the Board, the reasonable and necessary expenses of university related travel and entertainment by the President's spouse. Such expenses are to be post-audited annually by the Board.

(g) **Life Insurance.** The University will provide the President with a level twenty (20) year term life insurance policy with a maximum benefit of \$1,000,000. The President agrees that the University may acquire a "key person" life insurance policy on the President, in such amount and terms as the Board may determine, in its sole discretion, naming the University as the owner and beneficiary of such life insurance policy and assuming payment of premiums associated with the "key person" life insurance policy.

(h) **Vacation.** The President shall be entitled to the maximum vacation benefits as provided by university policy.

(i) **Housing.** The University requires that the President reside in a residence chosen by the University. The University reserves the right to select the house which it requires that the President reside in and from time to time alter, remodel, or replace the house, and such alteration and remodeling are to be commissioned by the Board. The University understands that in providing the President with this residence for his convenience and requiring the President to live in this residence should not cause the President to incur any tax liability. The University shall cover reasonable costs for the operation of this housing, including utilities, maintenance, institutional and University event-related custodial and domestic services, outside lawn services including landscaping, and University-related entertainment. In the event of the President's death, the President's wife will be allowed to remain in the President's home for a minimum of three (3) months, if she so chooses.

D. DEFFERED COMPENSATION PLAN 457 (f) PLAN.

(a) A deferred payment / 457(f) Plan will continue as structured as an incentive for the President to remain with the University for the term of this Agreement and thereby provide stability to the University's chief executive position and allow the full dedication of the President's resources to address and implement the goals and visions of the University. Therefore, in addition to the President's base salary and upon consultation with the President, in each year of this Agreement, the monthly cash value of eighteen percent (18%) of the annual base salary will be placed into a 457(f) compensation plan account. Effective upon completion of June 30 of each year of the Agreement, the President shall be entitled to one hundred percent (100%) of the fund.

(b) All payments shall be made to the President in the form of additional compensation. If the President's employment relationship with the University is terminated as provided in paragraph IX, the President will be entitled only to the amount of funds indicated above for each completed year of service and any further obligations of the University as herein stated are null and void.

V. ACADEMIC APPOINTMENT. The President may continue to hold a joint faculty appointment at the rank of Full Professor (non-tenured) in the School of Media and Communications.

VI. COMPLETION BONUS. If the President remains employed at the University through June 30, 2029 (completion of twelve (12) years of service to the University), he shall be eligible for a lump-sum payment upon completion of his duties as president, equal to one year of his annualized base salary.

VII. PHYSICAL EXAMINATION. The President shall undergo a comprehensive physical exam once a year. Should expenses for the examination exceed or not qualify for coverage under the President's medical insurance coverage, the University will pay up to Five Thousand Dollars (\$5,000.00) for the exam.

VIII. EXTENSION. The parties agree that if circumstances do not exist that would justify dismissal for cause under KRS 164.360, including, but not limited to, the criminal violation of the laws of the Commonwealth of Kentucky and/or the United States during any year of this agreement, the term of this Contract shall be extended by one additional year at the end of each year of this four (4) year agreement, providing for a continuous term of four (4) years for each of the years in the initial term of this Agreement. The provisions of this paragraph shall not be construed to create any conflict with the provisions of KRS 164.360(2).

IX. SEPARATION.

A. Separation by the University.

(a) The Board of Regents may remove the President from office at any time for any reason justifying dismissal for cause under KRS 164.360, including, but not limited to, criminal violation of the laws of Kentucky and/or the United States. Should the President be terminated as provided herein, the obligations of paragraph II, and all other provisions of this Agreement herein, shall no longer be binding.

(b) The University may terminate this Agreement without Cause at any time upon ninety (90) days written notice. Upon termination without Cause, the President shall be entitled to (1) the remaining balance of the base salary described in Paragraph IV A through the end of the term specified in Paragraph II and Paragraph VIII of this Agreement; provided, however, the compensation payable to the President will not exceed three years of base salary as of the date of termination; and (2) the total amount of deferred compensation earned but unpaid as of the date of termination payable in a lump sum within ninety (90) days.

B. Separation by President Caboni. In the event of any termination of employment by the President, with or without cause, any sums that would have accrued to the President under the provisions of paragraphs IV B and C, the Performance Based Bonus and Benefits, following the date of termination, shall be deemed waived and forfeited by the President.

C. Non-Competition Agreement.

(a) As an integral part of this Agreement, Caboni covenants and agrees that for a period of two (2) years from the date of his separation of employment, for whatever reason, (commencing on the last day of his employment with WKU and ending on the same date two (2) years thereafter), he will not act, or accept employment, as president, chancellor, university development officer, or any other administrative position with any other public university located in the Commonwealth of Kentucky. Further, Caboni, for the two-year period referenced above, will not, directly or indirectly, compete with or against WKU, either as an employee of, or a consultant to, any public university located in the Commonwealth of Kentucky, including the president of such public university and any of its administrative officers, employees, agents, trustees, or regents.

(b) WKU and Caboni acknowledge and agree each party has carefully read and considered the restrictions set forth in this paragraph IX C. (a), including, but not limited to, the time period of restriction and geographical area of restriction and they agree that same are fair

and reasonable and are reasonably required as the minimum area and period of time necessary for the protection of the interests of WKU.

(c) The parties further acknowledge and agree that any breach of the covenants against competition contained herein will result in irreparable and continuing damage to WKU for which there will be no adequate remedy at law and in the event of any breach, WKU shall be entitled to specific performance, injunctive relief, and/or any such other relief, including, but not limited to, money damages, as may be proper.

(d) If, notwithstanding the foregoing, any of the provisions of this paragraph IX C. (a) shall be held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable as though the invalid and unenforceable parts had not been included. In the event that any provision of this paragraph (IX C. (a)) relating to the time period and/or the areas of restriction and/or related aspects shall be declared by a court of competent jurisdiction to exceed the maximum restrictiveness such court deems reasonable and enforceable, the time period and/or areas of restriction and/or related aspects deemed reasonable and enforceable by the court shall become the maximum restriction in such regard, and the restriction shall remain enforceable to the fullest extent deemed reasonable by such court.

(e) No waiver or modification of any of the provisions of the Non-Competition Agreement contained in this paragraph shall be effective unless same are in writing and signed by the party to be charged with such waiver or modification. No waiver shall be deemed a continuing waiver with respect to any breach or default, whether of a similar or different nature, unless expressly stated in writing.

X. EVALUATION. The parties agree that the President will be evaluated by the Board in accordance with the provisions of Article VI of the Bylaws. It agreed that the provisions of paragraphs IV (A) and (B), and VIII, shall be contingent upon the President receiving a "satisfactory" performance evaluation by the Board, as provided herein.

XI. TAX LIABILITIES. To the extent permitted by law, it is the University's intention to incur responsibility for all income tax liabilities, interests, and/or penalties related to any benefits in paragraph IV C received pursuant to this Agreement.

XII. NOTICE. If the President desires to terminate his presidency without cause, he shall provide not less than ninety (90) days written notice to the Board. The President will be entitled only to the benefits provided herein.

XIII. COMPLETE AGREEMENT.

A. The Agreement amends and supersedes the Employment Agreement executed on January 27, 2017, and the subsequent Addendum entered on March 5, 2021. The parties intend that this Agreement constitutes the complete Agreement between the parties and incorporates all prior discussions, agreements, and representations made regarding the matters set forth herein. This Agreement shall not be amended, modified, or changed except upon the mutual consent of

the President and the Board. Any amendment to modification, to be effective, must be reduced to writing and signed by all parties to this Agreement.

B. If any provision of this Agreement shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of all other provisions within this Agreement shall not in any way be affected or impaired and shall continue to be valid and enforceable as though the invalid or unenforceable provision had not been a part of this Agreement.

C. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, this Agreement is executed and entered as of the date hereinabove stated.

WESTERN KENTUCKY UNIVERSITY

Chair W. Currie Milliken
Board of Regents

Timothy C. Caboni
President

VIEWPOINT NEUTRALITY POLICY

REQUEST:

Adoption of Western Kentucky University's Viewpoint Neutrality Policy.

FACTS:

As a requirement of Kentucky House Bill 4, passed on March 28, 2025 by the Kentucky General Assembly, all governing boards of public universities must adopt a policy on viewpoint neutrality promoting intellectual diversity and prohibiting discrimination based on an individual's political or social viewpoint.

BUDGETARY IMPLICATIONS:

None.

RECOMMENDATION:

General Counsel, Andrea Anderson requests approval of the adoption of the University's Viewpoint Neutrality policy.

MOTION:

To approve the adoption of the University's Viewpoint Neutrality policy.



POLICY & PROCEDURE DOCUMENT

NUMBER:

SECTION: GENERAL UNIVERSITY

TITLE:

DATE:

I. Purpose and Scope

Western Kentucky University (WKU) is committed to fostering an inclusive academic environment where freedom of expression, academic inquiry and the open exchange of diverse viewpoints are upheld. This policy affirms WKU's commitment to *viewpoint neutrality* in the administration of institutional resources and programs, while actively encouraging a robust diversity of perspectives across the campus community. It also codifies the University's position of institutional neutrality regarding matters that are not related to higher education or the University directly.

This policy applies to all University departments, programs, student organizations and administrative offices in their roles as hosts, sponsors or facilitators of speech, events and expressive activities.

For more information about freedom of speech and expression at WKU, visit <https://www.wku.edu/freespeech/>.

II. Policy

The University acknowledges and affirms the value of intellectual diversity within the University community. In furtherance of this institutional value, the University may not discriminate on the basis of an individual's political or social viewpoint or require an individual to endorse or condemn a specific ideology, political viewpoint, or social viewpoint to be eligible for hiring, contract renewal, tenure, promotion, admission, or graduation.

A. Access Neutrality

The University shall administer access to facilities, funding, platforms and other institutional resources in a manner that is viewpoint-neutral. No group or individual shall be denied

access to such resources solely based on the content of their viewpoint, provided their conduct complies with University policies and applicable laws. Additionally, no group or individual will receive favored treatment based on the content of their viewpoint.

B. Affirming Diversity of Perspectives

The University values and encourages the representation of a wide range of intellectual, cultural, political and ideological perspectives. This includes supporting faculty, students and staff in engaging with complex or controversial issues in a climate of mutual respect and critical inquiry.

C. Support of Expressive Activities

The University supports the rights of individuals and groups to organize events, invite speakers, publish opinions and participate in public discourse. University policies regarding time, place and manner of expression shall be applied consistently, without regard to viewpoint.

D. Academic Freedom and Responsibility

Faculty and students are entitled to academic freedom in teaching, learning and research. This includes the right to challenge prevailing ideas.

E. Respectful Engagement

The University community is expected to engage in discourse in ways that promote understanding, even when disagreement exists. Disruptive conduct that prevents others from exercising their rights to free expression or inquiry will be addressed through appropriate channels.

F. Non-Endorsement

Hosting or permitting speech on campus does not imply the University's endorsement of any particular viewpoint. The role of the institution is to serve as a forum for learning and debate, not to enhance or suppress specific ideas.

G. Institutional Neutrality

WKU intentionally refrains from engaging in matters tangential to the University's core mission of educating students, knowledge creation and dissemination. Outlined in the Chicago Principles and the 1967 University of Chicago Kalven Report, institutional neutrality allows universities to create an environment where the free exchange of ideas is not stifled by official institutional statements or comments from leadership. Guided by the concept of institutional neutrality, WKU does not take official positions on local, national or

international issues unrelated to higher education or the university directly - clarifying that students, faculty and staff are instruments of dissent and critique.

H. Official Statements

1. The University President (or designee, when appropriate) approves and issues all official institutional statements.
2. The Chair of the Western Kentucky University Board of Regents has sole authority to approve and issue official statements on behalf of the Board of Regents.

III. Related Policies

See also:

[*0.2040 Discrimination and Harassment Policy*](#)

[*0.2310 Free Speech Policy*](#)

[*0.2300 Temporary Signage and Chalking*](#)

[*4.8001 Standards of Conduct*](#)

RESOLUTION ON KENTUCKY HOUSE BILL 4

REQUEST:

Approval of Resolution related to compliance with Kentucky House Bill 4.

FACTS:

The enclosed Resolution affirms that the Board of Regents of Western Kentucky University has read House Bill 4 or is otherwise sufficiently advised to ensure that WKU will fully comply with the mandates set forth in Kentucky House Bill 4, passed on March 28, 2025, by the Kentucky General Assembly.

BUDGETARY IMPLICATIONS:

None.

RECOMMENDATION:

General Counsel, Andrea Anderson, requests the Board of Regents to approve the aforementioned resolution.

MOTION:

To approve the Resolution of compliance with Kentucky House Bill 4.

Western Kentucky University Board of Regents

RESOLUTION

WHEREAS, the General Assembly of the Commonwealth of Kentucky enacted House Bill 4, an Act relating to initiatives regarding diversity, equity, and inclusion, during the Regular Session in 2025 (“House Bill 4”);

WHEREAS, House Bill 4 goes into effect on Friday, June 27, 2025, and requires the governing board of each public institution of higher education to ensure compliance with the mandates of House Bill 4;

WHEREAS, the Western Kentucky University (“WKU”) Board of Regents received a copy of House Bill 4 and training materials related thereto, and will be kept apprised of the University’s compliance efforts;

BE IT THEREFORE RESOLVED that the WKU Board of Regents hereby records and affirms that the Board has read House Bill 4 or is otherwise sufficiently advised and understands the mandates for the University; that the Board hereby ensures that WKU will fully comply with House Bill 4; and that the Board hereby delegates to the President and General Counsel the responsibility to continue to reach and maintain compliance as required by law.

Done this 6th day of June 2025, by the Western Kentucky University Board of Regents.

W. Currie Milliken
Chair, Board of Regents

Doris C. Thomas
Secretary, Board of Regents