



AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This AMENDED AND RESTATED EMPLOYMENT AGREEMENT (“Agreement”) is entered as of the date of the last signature to this Agreement (“Effective Date”), by and between **WICHITA STATE UNIVERSITY**, a state educational institution of Kansas, 1845 Fairmount, Wichita, Kansas 67260 (hereinafter “WSU” or “University”) and **KEVIN SAAL** (hereinafter “Athletic Director”), referred individually as “party” and collectively as “parties.”

WITNESSETH:

WHEREAS, WSU desires and expects to develop and maintain a nationally competitive intercollegiate athletics program, both athletically and academically, which achieves comprehensive excellence;

WHEREAS, WSU and Athletic Director previously entered into an Employment Agreement dated June 20, 2022 (the “Original Agreement”);

WHEREAS, WSU and Athletic Director now wish amend and restate the Original Agreement in its entirety to reflect the current terms and conditions of the Athletic Director’s employment with WSU;

WHEREAS, WSU and Athletic Director acknowledge and agree that the Original Agreement shall be superseded and replaced in its entirety by this Agreement as of July 1, 2024; and

WHEREAS, the parties deem it to be to their mutual benefit and advantage to set forth the terms of their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties covenant and agree as follows:

1. **Definitions.** In addition to words, terms, or phrases defined elsewhere in this Agreement, the following words, terms, or phrases shall have the following meanings in this Agreement:
 - a. **“AAC”** means the American Athletic Conference and its successor and assigns, or any other athletic conference of which ICAA and/or the University, subsequent to the execution of this Agreement, may be a member.
 - b. **“Athletics Program”** means WSU’s men’s and women’s intercollegiate athletics programs.
 - c. **“Director of Athletics”** means WSU’s Director of Athletics.
 - d. **“Governing Athletics Rules”** means (1) any and all present or future legislation, rules, regulations, directives, policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto, promulgated hereafter by the NCAA or the AAC, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the Athletics Program; and (2) all state or federal laws or regulations regulating college athletics, coaches, staff, student-athletes, or competition.
 - e. **“NCAA”** means the National Collegiate Athletic Association and its successors and assigns, or any other athletic association of which ICAA and/or WSU, subsequent to the execution of this Agreement, may be a member.



- f. **“Outside Activities”** means activities performed and/or income or benefits received outside the course and scope of Athletic Director’s employment as Director of Athletics including but not limited to other employment and/or acting in a consulting or independent contractor capacity.
 - g. **“President”** means the President of Wichita State University.
 - h. **“University Rules”** means all present or future policies, procedures, rules, regulations, and guidelines, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto, promulgated hereafter by ICAA, WSU, the State of Kansas, and/or the Kansas Board of Regents (“KBOR”). For purposes of this Agreement, University Rules shall also include all applicable laws of any governmental authority, including but not limited to ordinances, judgments, decrees, injunctions, writs, and order of any governmental authority and rules and regulations of any federal, regional, state, county, municipal or other governmental authority including but not limited to those promulgated by the State of Kansas and the KBOR.
 - i. **“Wichita State University Intercollegiate Athletic Association, Inc.” (“ICAA”)** means the controlled affiliated corporation of WSU responsible for WSU’s Athletics Program.
2. **Position, Title, and Funding Source.** Subject to the terms of this Agreement, Athletic Director shall be employed in the position of Director of Athletics at WSU (the “Position”). This Position is a state employee position, classified as an Executive Unclassified Professional appointment and is subject to all rights, responsibilities, restrictions, and rules that otherwise apply to a state Executive Unclassified Professional appointment position unless expressly set forth herein.
 3. **Term of Employment.** The term of Athletic Director’s employment shall commence on July 1, 2022, and shall end on June 30, 2030 (the “Term”), unless sooner terminated as provided in this Agreement. This Agreement does not imply further or continued employment beyond the Term. This Agreement does not count in any way toward tenure at the University. As used herein, “Contract Year” shall be the annual twelve (12) month period beginning July 1 and ending June 30; however, the last Contract Year in the Term shall begin on July 1, 2029, and end on June 30, 2030.
 4. **Supervision; Duties and Responsibilities.** Athletic Director shall report to and be under the immediate supervision of the President, shall be employed in this Position at the discretion of the President, and shall act and perform to the reasonable satisfaction of the President, who will determine Athletic Director’s duties and responsibilities. These duties will include, but not be limited to those duties normally associated with the position of Director of Athletics at a Division I institution as well as those duties listed on Exhibit A (collectively, the “Duties”). Athletic Director agrees to conduct the University’s Athletics Program in accordance with the Governing Athletics Rules and the University Rules at all times. Athletic Director acknowledges that his skills, expertise, and experience related to the Duties are unique, specialized, and non-delegable.
 5. **Performance Objectives.** No later than August 1 of each Contract Year, Athletic Director will submit to the President his performance objectives for the coming year (the “Performance Objectives”). The Performance Objectives may be created from the following areas: (a) academic progress by student-athletes; (b) fiscal management of the Athletics Department; (c) fundraising; (d) equal opportunity, Title IX compliance, and inclusive excellence efforts; (e) increased departmental revenues; (f) competitive athletic accomplishments; (g) academic accomplishments by student-athletes; (h) compliance with Governing Athletics Rules and University Rules; (h) knowledge of and compliance with general intercollegiate athletics, its trends, issues and



other pertinent matters; and (i) any other areas agreed to by Athletic Director and the President. The President shall evaluate Athletic Director's completion of and compliance with the Performance Objectives at least on an annual basis.

6. Compensation.

- a. Base Salary. WSU, as payment and consideration for the services to be performed by Athletic Director, and contingent upon Athletic Director's satisfactory annual performance evaluation, agrees to pay Athletic Director, or cause Athletic Director to be paid, annual guaranteed compensation as set forth in Exhibit B ("Base Salary"). WSU shall pay Athletic Director in accordance with all applicable and customary payroll procedures. Base Salary is subject to the same furlough and temporary salary reduction measures that may be imposed from time-to-time by the University and/or ICAA on its exempt employees. All Base Salary provided to Athletic Director pursuant to this Agreement is subject to all applicable state and federal tax reporting and withholding requirements.
- b. Additional Compensation.
 - i. In addition to Base Salary, Athletic Director may be eligible to receive additional compensation for achieving annual specified performance goals ("Performance Goals") and as set forth on Exhibit C, which is attached hereto and incorporated as if fully set forth herein ("Incentive Compensation"). The Incentive Compensation, if any, is payable within sixty (60) days of the end of the Contract Year in which it was earned. Any such Incentive Compensation shall be prospective, compensating Athletic Director only for services and events which have not occurred at the time of the signing of this Agreement.
 - ii. Any Incentive Compensation provided will be (1) subject to any conditions, limits or restrictions as set forth in this Agreement; (2) subject to any conditions, limits, or restrictions of the Governing Athletics Rules and the University Rules; and (3) and subject to the availability of adequate funding. All determinations of whether adequate funding is available shall be made in good faith by the President, in his/her sole discretion.
 - iii. Athletic Director's entitlement to receive the Incentive Compensation in any given Contract Year shall further be contingent upon all of the following being true: (1) Athletic Director is compliant with and/or has cured any breached provisions of this Agreement, to the extent such breach is capable of being cured, in WSU's sole discretion, at the time of the payout of the Incentive Compensation; (2) this Agreement has not been terminated by WSU for Cause during the Contract Year during which the Performance Goal(s) was achieved; (3) both Athletic Director and the Athletics Program are in compliance with all Governing Athletics Rules and University Rules during the Contract Year during which the Performance Goal(s) was achieved; and (4) there are no pending or active NCAA, AAC, ICAA, and/or University investigations concerning Athletic Director and/or the Athletics Program at the time of the payout of the Incentive Compensation. For purposes of this Section 6.b.iii, "in compliance" shall mean that no disciplinary action was taken against Athletic Director and/or the Athletics Program for the violation of the Governing Athletics Rules and/or the University Rules by the NCAA, AAC, ICAA, and/or WSU by the time the Incentive Compensation is due.
 - iv. Athletic Director shall repay any Incentive Compensation paid for a Performance Goal that is subsequently vacated by the NCAA or the AAC due to conduct that occurred while Athletic



Director was serving in the Position, provided that Athletic Director either knew about, or should have reasonably known about and did not act reasonably to prevent, limit, or mitigate the violation that caused the vacation of the Performance Goal. Such reimbursement shall be due in full within sixty (60) days of written demand from WSU. This Section 6.b.iv shall survive termination of this Agreement.

- c. Fringe Benefits. Athletic Director shall also be eligible for certain fringe benefits (“Fringe Benefits”) as set forth on Exhibit D, which is attached hereto and incorporated as if fully set forth herein.
 - d. Appropriation Condition. The payment of all forms of compensation set forth in this Agreement is subject to the approval of the annual operating budget by ICAA and WSU and the sufficiency of appropriations or the availability of sufficient funds within ICAA’s and/or WSU’s operating budget to pay such compensation. Notwithstanding anything to the contrary herein, if either WSU’s operating budget or ICAA’s operating budget is reduced by at least five percent (5%) from the previous fiscal year, Athletic Director’s Base Salary may be reduced by the same budget-reduction percentage (“Salary Reduction”). In the event of a Salary Reduction, if the applicable operating budget is reinstated within the five-percent threshold, Athletic Director’s Base Salary shall be returned to the Base Salary amount that was in place during the immediately preceding fiscal year before the Base Salary was reduced, unless such restoration would be less than Athletic Director’s current Base Salary amount.
7. **Payments, Taxes, Deductions, and Withholding**. All compensation in this Agreement will be paid in accordance with any applicable payroll policies of ICAA and/or WSU unless otherwise specified. All payments and benefits are subject to applicable deductions and withholdings for federal, state, and local taxes. To the extent there are applicable taxes for any payments or benefits set forth in this Agreement, Athletic Director shall be solely responsible for payment of such taxes. Athletic Director agrees to save, hold harmless, and indemnify ICAA, WSU, and its/their affiliates, officers, directors, regents, employees, agents, and contractors (collectively, the “WSU Indemnitees”) from and against any and all taxes, penalties, interest or other costs, including, but not limited to, costs of legal counsel and accounting professionals, assessed against or incurred by any of the WSU Indemnitees in connection with any audit, litigation, or other controversy involving in any way compensation or payments under this Agreement.
 8. **Employee Benefits**. Athletic Director is entitled to all employee benefits as other regular full-time employees provided by Athletic Director’s employer of record, including but not limited to health insurance, retirement, tuition assistance and educational benefits, life insurance, vacation and sick leave, paid state holidays, shared leave, long-term disability, paid parental leave, employee assistance program, and employee discounts, as amended from time to time (“Employee Benefits”), subject to and only to the extent that such Employee Benefits are available to Executive Unclassified Professional state employees and that Athletic Director meets any eligibility requirements applicable to the Employee Benefits.
 9. **Employment Opportunities**. During the Term of this Agreement, Athletic Director shall notify the President of any offers of employment, employment opportunities, or requests for meetings or discussions with respect to possible employment opportunities before engaging in substantive discussions regarding such employment or employment opportunities.



10. Outside Activities.

- a. During the Term, Athletic Director shall not engage in any Outside Activities without the President's prior written approval. Approval of Outside Activities shall be required annually. Each request for approval of Outside Activities must be in writing and shall specify (i) the source and amount of the compensation or benefits to be received, and (ii) the nature of the Outside Activities to be performed in sufficient detail for the President to be able to effectively evaluate the request. Athletic Director shall make a written annual report to the President on or before June 30 of each Contract Year specifying the amount of all compensation and benefits earned from approved Outside Activities for the prior Contract Year ("Outside Athletic Related Income"). Upon the request of WSU, Athletic Director shall also furnish or permit WSU to review any other information or documents concerning Outside Athletic Related Income that is within Athletic Director's possession or control for the purpose of confirming compliance with applicable law, Governing Athletics Rules, and/or University Rules.
- b. All Outside Activities shall be authorized by WSU pursuant to the terms of this Agreement, applicable state law, Governing Athletics Rules, and University Rules. Athletic Director shall perform any such Outside Activities at a time and in a way which will not interfere with the duties of his position as Director of Athletics, and which will not be detrimental to the interests of ICAA and/or the University.
- c. Neither ICAA nor the University shall have responsibility or liability for any claims arising from Athletic Director's Outside Activities, even if such Outside Activities have been approved by WSU, and Athletic Director shall indemnify and hold harmless the WSU Indemnitees from any and all suits, claims, demands, damages, liabilities, and costs and expenses arising from Athletic Director's Outside Activities.
- d. Except when Athletic Director is required by WSU and/or ICAA to endorse, promote, appear in advertisements of, or consult with regard to athletic department equipment or accessories for the purposes of complying with contractual obligations of WSU and/or ICAA, Athletic Director shall not use the name, marks, or logos of WSU and/or ICAA in any way. Further, Athletic Director may not be identified as the Director of Athletics of WSU (i) for purposes related to any Outside Activities, or (ii) in connection with Athletic Director's endorsement, support, promotion or advertisement of any person, partnership, association, or other business or any product or service.

11. Compliance with Governing Athletics Rules and University Rules. In the performance of Athletic Director's Duties, Athletic Director shall know, recognize, abide by, and comply with all Governing Athletics Rules and University Rules, and all decisions issued by ICAA and/or WSU, the NCAA, and the AAC. Violations of any Governing Athletics Rules and/or University Rules, and/or any non-compliance with any decisions issued by ICAA and/or WSU, the NCAA, or the AAC, by Athletic Director will be sufficient cause for disciplinary action up to and including termination of this Agreement for Cause.

12. Cooperation with NCAA/AAC Infractions Process. Pursuant to NCAA Bylaw 11.2.1, Athletic Director has an affirmative obligation to cooperate fully and assist ICAA and/or the University in the NCAA or AAC enforcement process as set forth in NCAA and/or AAC bylaws or other procedures. Full assistance and cooperation includes, but is not limited to reporting issues of noncompliance in a timely manner; timely participation in interviews and providing complete truthful responses and relevant information; disclosing and providing access to all electronic devices used for business purposes (regardless of whether Athletic Director pays for the device or ICAA and/or WSU pays for the device); providing access to all social media, messaging and other applications that may be relevant to the investigation; and preserving the integrity of an investigation along with the confidentiality required. Should Athletic Director be found in violation of any



Governing Athletics Rules, or should Athletic Director fail to cooperate with the NCAA and/or AAC enforcement process, Athletic Director shall be subject to disciplinary and/or corrective action as set forth in the provisions of the NCAA and/or AAC enforcement procedures, including suspension without pay or termination of employment for Cause.

Athletic Director shall sign any statement, affirmation, confirmation, and/or certification required by ICAA and/or the University with regard to compliance with NCAA Bylaw 11.2.1 or any other Governing Athletics Rule.

13. **Cooperation with ICAA and/or University Investigations.** Athletic Director has an affirmative obligation to cooperate fully in any ICAA and/or University investigation. Full assistance and cooperation includes, but is not limited to reporting issues of noncompliance in a timely manner; timely participation in interviews and providing complete truthful responses and relevant information; disclosing and providing access to all electronic devices used for business purposes (regardless of whether Athletic Director pay for the device or ICAA and/or WSU pays for the device); providing access to all social media, messaging and other applications that may be relevant to the investigation; and preserving the integrity of an investigation along with the confidentiality required. Should Athletic Director be found in violation of any University Rules, or should Athletic Director fail to cooperate with ICAA and/or the University in an investigation, Athletic Director shall be subject to disciplinary and/or corrective action as set forth in the terms of this Agreement and/or the University Rules including suspension without pay or termination of employment for Cause.
14. **Termination with Cause by WSU.** In its sole discretion and at any time during the Term, WSU has the right to terminate this Agreement with Cause, as that term is defined herein. The effective date of the termination for Cause shall be the date contained in the notice of termination for Cause.
 - a. For purposes of this Agreement, the term “Cause” shall include, but not be limited to, any one or more of the following as determined by WSU and/or ICAA: (1) conduct or omission(s) by Athletic Director that constitutes a Level I or Level II violation of one or more Governing Athletics Rules or conduct or omission(s) by Athletic Director that will more likely than not lead to a NCAA finding of a Level I or Level II violation of one or more Governing Athletics Rules; (2) failure to comply with the Governing Athletics Rules; (3) failure to comply with the University Rules; (4) failure to cooperate with the NCAA/AAC infractions process; (5) failure to cooperate with any ICAA and/or University investigation; (6) failure to comply with the terms of this Agreement; (7) any conduct that ICAA and/or the University reasonably determines is unbecoming to the Athletics Program, or which reasonably brings into question the integrity of the Athletics Program, or that would render Athletic Director unfit to serve in the Position; (8) any conduct that ICAA and/or the University reasonably determines, in its/their sole discretion, would reflect poorly on ICAA, WSU, or the Athletics Program; (9) failure by Athletic Director to report immediately to the President any alleged violations of the Governing Athletics Rules or the University Rules by Athletic Director and/or by any other person; (10) conduct resulting in a criminal charge being brought against Athletic Director involving a felony, or any crime involving theft, dishonesty, or moral turpitude; (11) engaging in physical contact with a student-athlete or ICAA and/or University employee that is obviously not necessary for instructional purposes (but not including occasional appropriate supportive or congratulatory physical contact); (12) conduct or omission(s) by Athletic Director that causes substantial injury to or unreasonably endangers the health or safety of another person, including without limitation physical, psychological, verbal, or sexual abuse or violence; (13) any other material breach by Athletic Director of Athletic Director’s Duties and responsibilities under this Agreement if (i) in ICAA and/or WSU’s reasonable and good faith judgment, the breach is capable of being cured and Athletic Director fails to cure the material breach within



fifteen (15) calendar days after written notice by WSU specifying the nature of the breach, or (ii) in ICAA and/or WSU's reasonable and good faith judgment, the breach is not capable of being cured; (14) immoderate use of alcohol or drugs which, upon reasonable suspicion of such use and subsequent mandatory evaluation by an independent medical professional, it is determined that Athletic Director's ability to perform Athletic Director's Duties is impaired; (15) refusal to carry out any of Athletic Director's Duties; or (16) any insubordinate, unprofessional, or insulting behavior of a material nature towards WSU and/or ICAA, or its/their employees, officers, faculty, students, or supporters.

- b. If WSU terminates Athletic Director's employment for Cause, (1) all of Athletic Director's obligations pursuant to this Agreement shall cease as of the date of any such termination for Cause, and (2) Athletic Director shall be eligible for any post-termination benefits available and applicable to regular employees of WSU (i.e., COBRA insurance eligibility, etc.).

15. Termination without Cause by WSU. This Agreement may be terminated by WSU at any time without Cause and such termination shall be effective immediately upon receipt of written notice of termination (the "WSU Termination Date").

- a. If WSU exercises its right to terminate this Agreement without Cause, WSU's sole financial obligation shall be limited to paying Athletic Director fifty percent (50%) of the remaining and unpaid amount of Base Salary that would have been due and payable to Athletic Director under Section 6 of this Agreement had Athletic Director remained employed by WSU for the then-remaining Term of the Agreement and, if applicable, any Additional Compensation earned as of the WSU Termination Date (the "WSU Termination Payment").
- b. Athletic Director acknowledges his obligation to minimize the WSU Termination Payment due to him and agrees to make every reasonable effort to obtain other employment as long as WSU has the obligation to make payments to him under this Section 15. If Athletic Director obtain new employment, WSU's financial obligations under this Section 15 shall either: (i) be reduced by the total compensation received by Athletic Director in his new position, including employee benefits, whether in cash, deferred payments, or in kind; or (ii) if Athletic Director's total compensation in the new position exceeds that which he would have been paid at WSU as set forth in Section 6, then WSU's financial obligation under this Section 15 shall cease. Athletic Director shall immediately, upon acceptance of such new employment, notify the President in writing of such employment and the total compensation to be paid to Athletic Director for the employment. In addition, Athletic Director agrees to provide WSU with a copy of his W-2 form for each calendar year as long as WSU has the obligation to make payments under this Section 15.
- c. Payment of the WSU Termination Payment shall occur over the remaining Term of the Agreement as follows: (i) within thirty (30) days of the WSU Termination Date, payment shall be made of amounts due with respect to the remainder of the current Contract Year; and (ii) payments due hereunder with respect to each subsequent year shall be paid monthly in accordance with WSU standard procedures, until all amounts due under this Section 15 have been paid in full.
- d. As a precondition for Athletic Director's receipt of the WSU Termination Payment, WSU may, in its sole discretion, require Athletic Director to execute a release in favor of the WSU Indemnitees releasing the WSU Indemnitees from any and all federal or state law claims that Athletic Director may have against the WSU Indemnitees at the time of the release, including, but not limited to, claims



resulting from the breach or termination of this Agreement or the severance of Athletic Director's employment relationship with WSU.

- e. If WSU provides written notice to Athletic Director of documented evidence that, during Athletic Director's term of employment would have been grounds for termination by WSU for Cause, WSU's financial obligations under this Section 15 shall terminate upon thirty (30) days of such written notice.
- f. Athletic Director acknowledges and agrees that WSU's sole financial obligation in the event that Athletic Director is terminated without Cause is governed by this Section 15, and any prior agreements or promises in regard to WSU's payments to Athletic Director due to termination without Cause, if any, are null and void.

16. Termination without Cause by Athletic Director. This Agreement may be terminated by Athletic Director at any time and such termination shall be effective upon WSU's receipt of written notice of termination (the "AD Termination Date").

- a. Buyout. If Athletic Director exercises his right to terminate this Agreement, Athletic Director's sole financial obligation to WSU shall be limited to paying to WSU fifty percent (50%) of the remaining and unpaid amount of Base Salary that would have been due and payable to Athletic Director under Section 6 of this Agreement had Athletic Director remained employed by WSU for the then-remaining Term of the Agreement (the "AD Termination Payment").
- b. Effect of Termination. If Athletic Director terminates this Agreement pursuant to this Section 16, then all obligations of WSU to Athletic Director under this Agreement other than earned or accrued but unpaid compensation and the obligations in this Section 16 shall cease as of the AD Termination Date. Athletic Director shall be eligible for any post-termination benefits available and applicable to regular full-time employees of WSU who terminate employment with WSU, for which Athletic Director meets the eligibility requirements (e.g., COBRA), except Athletic Director voluntarily waives all rights to receive compensation for accrued and unused annual leave. Upon termination of this Agreement pursuant to this Section 16, Athletic Director shall not be entitled to further salary, compensation, benefits, perquisites, or any other athletically related income or benefits derived by virtue of Athletic Director's Position other than the amounts described in this Section 16.

17. Termination Upon Athletic Director's Death or Disability.

- a. Death. This Agreement shall terminate automatically upon Athletic Director's death, and all salary, compensation, benefits, and perquisites shall terminate as of the conclusion of the calendar month in which death occurs, except that the executor or administrator of Athletic Director's estate or other beneficiary specifically designated in writing shall be paid any death benefits due to Athletic Director under any applicable University Rules (and except for other payments earned or accrued prior to the effective date of termination).
- b. Disability. This Agreement shall terminate automatically if Athletic Director becomes Disabled. "Disabled" shall mean physical or mental incapacity of a nature that prevents Athletic Director, in the reasonable and good faith judgment of WSU, from performing the essential functions of the Position for a period of ninety (90) consecutive calendar days (including but not limited to days on which Athletic Director uses accumulated sick, annual, or personal leave). If this Agreement is terminated because Athletic Director becomes Disabled pursuant to this Section 17, all unearned salary,



compensation, benefits, and perquisites shall terminate, except that Athletic Director shall receive: (i) any disability benefits to which Athletic Director is entitled under any disability program in which Athletic Director is enrolled; (ii) compensation for Athletic Director's accrued and unused annual leave; and (iii) other payments which were due or accrued prior to the effective date of termination.

18. **Termination by Mutual Agreement of the Parties.** This Agreement may be terminated upon the mutual written agreement of the Parties. If the Parties mutually agree in writing, this Agreement may be terminated on the terms and date stipulated in the writing. In the event of mutual termination of this Agreement, WSU's sole obligation to Athletic Director shall be to pay Athletic Director's Base Salary until the effective date of termination, in addition to any Other Compensation that has been earned as of the date of termination.
19. **Discipline/ Termination for Cause.** In the event Athletic Director engages in conduct constituting Cause, WSU may, in lieu of terminating Athletic Director's employment, impose discipline short of termination including, but not limited to, written reprimand or suspension. However, WSU is not required to engage in progressive discipline. WSU's election to engage in discipline, rather than termination, shall in no way restrict WSU's ability to terminate Athletic Director's employment for subsequent misconduct constituting Cause.
20. **Obligations Upon Termination.** Upon expiration or termination of this Agreement, Athletic Director shall return all materials or articles of information, including without limitation, keys, keycards, cell phones, computers, electronic equipment, equipment, parking passes, unused athletic event tickets and the like, automobiles, personnel records, recruiting records, team information, video, statistics, financial records, passwords, club memberships, intellectual property, or any other material documents or data furnished to Athletic Director by ICAA and/or WSU or developed by Athletic Director, whether directly or by others under Athletic Director's supervision and control, on behalf of ICAA and/or WSU or otherwise in connection with Athletic Director's employment ("WSU Property"). All WSU Property shall remain the sole property of ICAA and/or WSU. Athletic Director shall cause any and all WSU Property in Athletic Director's possession or control to be delivered to WSU by or before close of business on the date of termination or expiration of this Agreement. This provision shall apply equally to written and electronic WSU Property. Athletic Director understands that Athletic Director will be responsible to pay for any lost, damaged or unreturned WSU Property by or before close of business on the date of termination or expiration of this Agreement. WSU will not distribute Athletic Director's last paycheck until such time as Athletic Director has returned all WSU Property.
21. **Waiver of Claims.** This Agreement sets forth the sole and exclusive rights and obligations of the parties with respect to any termination of Athletic Director's employment and this Agreement or suspension hereunder, whether for Cause or without Cause. Under no circumstances shall WSU be liable to Athletic Director, and Athletic Director hereby waives any claim against WSU and/or ICAA, for any obligations other than those expressly set forth in this Agreement, including any consequential damages, loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speech or other outside activities, such as media appearances, personal appearances, radio, television, internet, marketing and promotional services, apparel or shoe agreements, equipment agreements, consulting relationships or from any other sources, that may arise from WSU's termination of Athletic Director's employment and this Agreement for Cause, without Cause or otherwise. In addition, Athletic Director shall have no right to occupy the Position upon WSU's termination of Athletic Director's employment and this Agreement for Cause, without Cause or otherwise and Athletic Director shall not be entitled to seek or obtain injunctive relief.



22. **Taxes.** The Parties intend for all payments and benefits under this Agreement to comply with or be exempt from all applicable provisions of the Internal Revenue Code and the regulations and guidance promulgated thereunder, including but not limited to Code Sections 409A and 457(f) (the “Tax Rules”). Athletic Director acknowledges and understands that any additional tax and/or penalties for noncompliance with the Tax Rules will be assessed against Athletic Director and not WSU. WSU will not provide tax advice to Athletic Director regarding the tax effects of this Agreement. WSU recommends that Athletic Director consult with Athletic Director’s own tax advisors concerning the federal, state, or local tax implications resulting from this Agreement.
23. **Indemnification.** Athletic Director agrees to and shall hold harmless and indemnify the WSU Indemnitees from any and all suits, claims, demands, damages, liability, costs and expenses, including reasonable attorneys’ fees, incurred by the WSU Indemnitees because of Athletic Director’s intentional or negligent acts or omissions arising out of matters related to this Agreement, except for such suits, claims, or demands in which Athletic Director seeks to compel WSU and/or ICAA to comply with its/their obligations under this Agreement or which Athletic Director seeks to enforce any remedies under this Agreement. These indemnification obligations shall continue after expiration or termination of this Agreement.
24. **Publicity Rights.** Athletic Director agrees that WSU and ICAA shall have the right to use his name, image, and likeness in promoting the University and its Athletics Program, including all video, audio, photographs, interviews, quotes, and phrases and other records of or related to Athletic Director that are created, written, produced, obtained, made, given or taken at any time during the Term of this Agreement, and that such license shall continue in perpetuity, royalty-free, and worldwide.
25. **Confidentiality.** Athletic Director acknowledges and agrees that WSU is required to comply with the Kansas Open Records Act (“KORA”) and that this Agreement is not confidential and is subject to disclosure under KORA.
26. **No Conflict.** Athletic Director represents and warrants to WSU that his employment in the Position will not conflict with any legal duty owed by Athletic Director to any other party, or with any agreement to which Athletic Director is a party or by which Athletic Director is bound, including any non-competition or non-solicitation provision contained in any such agreement. Athletic Director will indemnify and hold harmless the WSU Indemnitees against loss, damage, liability or expense arising from any claim based upon circumstances alleged to be inconsistent with such representation and warranty.
27. **Disclosures Concerning Prior Violations.** Athletic Director represents and warrants that Athletic Director has disclosed to WSU any and all information concerning (a) litigation to which Athletic Director is or has been a party that could reasonably be expected to reflect adversely upon or otherwise adversely affect WSU, ICAA, and/or the Athletics Program; or (b) previous violations of the Governing Athletics Rules or facts, occurrences, circumstances or states of affairs that could reasonably be expected to give rise to such violations, committed by Athletic Director or any individual under Athletic Director’s direct or indirect supervision prior to the Effective Date of this Agreement. Athletic Director acknowledges that WSU is relying on Athletic Director’s representation set forth in this Section 27, that this representation is a material inducement for WSU to enter into this Agreement, and that a breach of this representation will constitute a material breach of this Agreement and subject Athletic Director to termination for Cause.
28. **Notices.** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively “Notices”) which may be required or desired to be given by either party to the other shall be IN

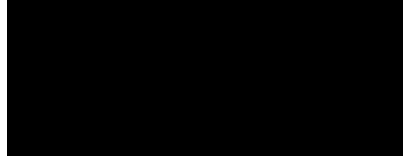


WRITING and sent by certified mail or overnight traceable delivery and addressed as follows, unless any other person or address may be designated by notice from one party to the other:

If to Wichita State University:

Attn: President
Wichita State University
1845 Fairmount Street
Wichita, Kansas 67260-0001

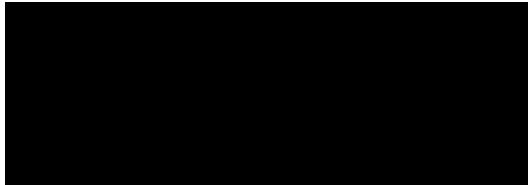
If to Athletic Director:



With a copy to:

Attn: General Counsel
Wichita State University
1845 Fairmount Street
Wichita, KS 67260-0205

With a copy to:



- 29. **State Entity.** WSU, and ICAA, as a controlled affiliated entity of WSU, are agencies of the State of Kansas and, as such, no provision of this Agreement is intended to operate as a waiver or relinquishment of any right, privilege, or defense, including the defense of sovereign immunity, afforded to ICAA and WSU under constitutional provision or law or any other state or federal law.
- 30. **Approvals.** This Agreement is subject to any approvals that must be obtained in accordance with law or any University Rule.
- 31. **Third Party Beneficiaries.** This Agreement shall not be construed as providing an enforceable right to any third party.
- 32. **Captions.** The captions and headings in this Agreement are for reference only and do not define, describe, extend or limit the scope or intent of this Agreement.
- 33. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be enforced to the fullest extent permitted by law.
- 34. **Waiver.** Any waiver shall be in writing and provided to all other parties. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any party hereto.
- 35. **Assignment.** This Agreement may not be assigned by Athletic Director except upon the prior written consent of WSU, and which consent may be withheld or conditioned by WSU as necessary to prevent prejudice to its interests and entitlements hereunder. This Agreement and all rights, privileges and licenses granted hereunder may be assigned by WSU to WSU subsidiaries and affiliates and WSU supporting organizations. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns.



- 36. **Governing Law.** This Agreement is expressly made subject to all applicable provisions of the laws of the United States and the State of Kansas. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, conflict of laws rules notwithstanding.
- 37. **Venue.** Any lawsuit arising from or related to this Agreement shall be filed only in the courts located in Sedgwick County, Kansas.
- 38. **Counterparts/Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be executed via “wet” signature, authorized signature stamp or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means.
- 39. **Electronic Signatures.** The parties agree that this Agreement may be signed with electronic signatures. Whenever either party executes an electronic signature on this Agreement, it has the same validity and meaning as a handwritten signature and shall be legally binding equivalent. The parties agree that neither party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.
- 40. **Amendment.** No assignment, supplement, amendment, or modification of this Agreement is binding unless it is set forth in a writing signed by both Athletic Director and WSU.
- 41. **Supersession and Termination of Original Agreement.** Effective as of July 1, 2024, this Agreement hereby terminates and supersedes in its entirety the Original Agreement. WSU and Athletic Director acknowledge and agree that the Original Agreement shall be of no further force or effects as of July 1, 2024, and all rights, obligations and liabilities arising under the Original Agreement are hereby fully and completely discharged and released. The parties further acknowledge and agree that all obligations, whether financial or otherwise, arising under the Original Agreement, have been fully satisfied and settled by the parties, even if such obligations are not expressly reiterated in this Agreement. This Agreement constitutes the entire understanding between WSU and Athletic Director regarding the terms of Athletic Director’s employment, and the terms and conditions set forth under this Agreement shall exclusively govern the employment relationship between WSU and Athletic Director from July 1, 2024, forward, and any previous agreements, understandings, or representations, whether written or oral, related to the subject matter hereof are hereby null and void.

[signature page to follow]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures.

WICHITA STATE UNIVERSITY

KEVIN J. SAAL

[Redacted Signature]

[Redacted Signature]

Richard D. Muma

Kevin J. Saal

PRINTED NAME

PRINTED NAME

President

Director of Athletics

TITLE

TITLE

6/20/2024

6/20/2024

DATE

DATE

General.counsel@wichita.edu

[Redacted Contact Information]

CONTACT INFORMATION

CONTACT INFORMATION

[Redacted Signature]

EXHIBIT A DUTIES OF DIRECTOR OF ATHLETICS

The duties and responsibilities of the WSU Director of Athletics include, without limitation, the following:

1. Abiding by all Governing Athletics Rules and University Rules.
2. Directing, managing, and supervising all Athletics Department personnel in an efficient and effective manner to achieve the goals and objectives for the Athletics Department.
3. Subject to budgetary limitations of WSU and/or ICAA, the policies and procedures of WSU and ICAA, coordinating with and advising the President or his designee(s), and any employment agreements with other personnel, select, employ, recommend, compensate and terminate all personnel in the Athletics Department, and otherwise delegate such duties as deemed necessary or beneficial to ICAA and/or WSU.
4. Using best efforts to ensure all Athletics Department personnel are annually evaluated and/or reviewed consistent with the terms of any employment agreement and/or University Rules, as applicable.
5. Implementing, enforcing, and terminating the terms and conditions of any employment agreement between any Athletics Department personnel and WSU and/or ICAA, subject to any limitations set forth by the KBOR.
6. Consulting with and informing the President prior to (a) ICAA entering into any employment agreement for an ICAA or WSU employee of longer than one year, or (b) entering into any contract on behalf of ICAA with a value in excess of \$500,000 and/or for a term longer than three (3) years.
7. Devoting best efforts full time in leadership, supervision, and promotion of the Athletics Program and the Athletics Department;
8. Overseeing, managing and using best efforts to ensure the financial fiscal health and well-being of the Athletics Department, management of staff, and maintenance and development of athletic facilities, including, without limitation, developing and submitting annual budgets for the operation of the Athletics Department to the President and/or his/her designee for approval, and at all times operating within such approved budget;
9. Directing, reviewing and implementing policies and procedures for the Athletics Program including, but not limited to those with regard to the welfare and safety of student-athletes;
10. Ensuring that the Athletics Program and the Athletics Department's plans, policies, procedures are and/or operate in compliance with all Governing Athletics Rules and University Rules;
11. Understanding, observing, and upholding all standards, including but not limited to, academic standards and requirements, policies, rules and regulations of WSU as well as the Governing Athletics Rules and University Rules and ensuring compliance with all of the same by all Athletics Department personnel.
12. Using best efforts to foster academic values and excellence, maintain program integrity, and encourage and contribute to the academic progress of all student athletes to perform to their highest academic potential and to graduate and to ensure that all academic standards, requirements, Governing Athletics Rules and University Rules are observed including those in connection with recruiting and eligibility of perspective and current



student athletes and specifically with regard to the recruiting of student athletes who are academically qualified;

13. Taking an active role in ensuring personal development and academic excellence by student athletes through a philosophy which promotes those goals and establishes an environment conducive to maintaining accessibility, providing academic assistance opportunities, monitoring academic progress, and investing in resources and educational tools available for student athletes;
14. Developing procedures and programs that ensure the safety and welfare of student athletes; ensuring that coaching and administrative staff actively support the Athletics Department and WSU's commitment to academic achievement for each student athlete, to include promoting academic advising and counseling services; and promoting an environment that encourages student athletes to achieve the best grades possible and to make progress toward a degree in a defined academic program;
15. Promoting athletic excellence and a competitive program on local, conference and national levels for the Athletics Program and coordinating with and advising the President on the recruitment, selection and evaluation of all coaches; maintaining responsibility for scheduling athletic events and games, and identifying and recommending adding or removing varsity sports teams;
16. Maintaining, enforcing, and using best efforts to ensure that the Athletics Department and all Athletics Department personnel abide by and comply with all current and future Governing Athletics Rules, including, but not limited to all Governing Athletics Rules that pertain to recruitment, sale, use or possession of controlled substances, narcotics or other chemicals or steroids, furnishing of unauthorized extra benefits to recruits and student athletes, gambling and betting, and sports agents;
17. Maintaining, enforcing, and using best efforts best efforts to ensure that the Athletics Department and all Athletics Department personnel abide by and comply with all current and future University Rules;
18. Maintaining effective relations with governing boards, associations, conferences, committees, alumni, students, faculty and staff;
19. Directing, implementing and maintaining fundraising and marketing for the Athletic Department; managing and, subject to the direction of the President, coordinating interactions between the Athletics Department and the Wichita State University Foundation, including its Board, to coordinate capital fundraising for facilities and athletic scholarships; identifying needs for renovation and repairs consistent with principles of sports medicine and equal access in athletics; and, with legal advice from the WSU Office of the General Counsel, negotiating and recommending sports marketing, apparel, shoe and equipment sponsorship arrangements;
20. Coordinating and supporting activities that promote member and alumni participation through support of athletics-related events in locations in Kansas and elsewhere;
21. Consulting regularly with the senior athletics team regarding the interpretation of applicable rules, and bringing any differences of opinion to the WSU Office of General Counsel for resolution;
22. Promptly advising the President, WSU Office of General Counsel, and the senior athletics team of any reason to believe that any violation of the Governing Athletics Rules and/or University Rules has occurred or will occur and cooperating fully in any investigation of possible violations conducted or authorized by WSU, the



- AAC, or the NCAA at any time, including but not limited to the NCAA infractions process, including the investigation and adjudication of a case;
23. Promptly advising the President and the senior athletics team if there is any reason to believe that any component of the Athletics Program may be at risk of being deemed ineligible to compete in any NCAA or AAC competition due to academic, conduct related or other compliance concerns;
 24. Advising the President and ICAA / WSU senior leaders on issues relating to intercollegiate athletics, its trends, issues and other pertinent matters including but not limited to Name, Image and Likeness;
 25. Submitting reports, recommendations and supporting documentation to the President or his or her designee, as necessary, to make decisions regarding academic goals and other sport-focused aspects of the Athletics Program;
 26. Being fully knowledgeable of applicable laws, policies, regulations and rules regarding financial transactions and business operations and ensure compliance with the same by the Athletics Department;
 27. Observing, respecting and promoting the principles of institutional control in every aspect of Athletics Program;
 28. Annually providing written evaluations to each head coach and each direct report and ensuring that all other Athletics Department coaches and personnel receive written evaluations annually from their respective supervisor;
 29. Promoting WSU's commitment to equal opportunity and affirmative action and compliance with Title IX;
 30. Serving on all committees as assigned by the President, provided that such tasks shall not interfere with any other duties and responsibilities for directing, managing, and supervising all Athletics Department programs and operations;
 31. Making appearances at Shocker alumni and fan support events and conducting interviews for television, radio, internet and other media outlets as requested by the President and/or his designee;
 32. Making diligent, good faith efforts to maintain and cultivate positive and effective working relations with governing boards, associations, conferences, committees, alumni, the media, the public, students, faculty, staff, and friends of the University.
 33. Making best efforts to perform these duties and personally comport at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, conduct, and academic standards of ICAA and/or WSU. At all times, exercising best reasonable efforts to ensure that all employees and students under his direct supervision, or subject to his direct or indirect control comport themselves in a like manner;
 34. Performing such other duties as reasonably assigned from time to time by the President in furtherance of the overall mission and vision of WSU and the Athletics Department.



**EXHIBIT B
BASE SALARY**

| Contract Year | Annualized Base Salary |
|----------------------------------|-------------------------------|
| 1 (July 1, 2022 – June 30, 2023) | \$350,000 |
| 2 (July 1, 2023 – June 30, 2024) | \$350,000 |
| 3 (July 1, 2024 – June 30, 2025) | \$379,340 |
| 4 (July 1, 2025 – June 30, 2026) | \$411,139 |
| 5 (July 1, 2026 – June 30, 2027) | \$445,603 |
| 6 (July 1, 2027 – June 30, 2028) | \$482,957 |
| 7 (July 1, 2028 – June 30, 2029) | \$523,442 |
| 8 (July 1, 2029 – June 30, 2030) | \$567,321 |



**EXHIBIT C
INCENTIVE COMPENSATION**

| MINIMUM PERFORMANCE TARGET THAT MUST BE MET | PERFORMANCE INCENTIVE EARNED IF TARGET MET |
|--|---|
| 1. Academic Enhancement Funding (non-cumulative) | |
| a. GSR equal to or greater than 90 | \$15,000 if Athletics Program reaches any one (1) of these goals |
| b. FGR delta equal to or greater than 13% | |
| c. APR equal to or greater than 985 | |
| 2. Per Semester Department-Wide GPAs (non-cumulative)¹ | |
| a. 3.20 GPA | \$2,000 |
| b. 3.30 GPA | \$3,000 |
| c. 3.40 GPA | \$4,000 |
| d. 3.50 GPA | \$5,000 |
| 3. Competition / Team Success^{2,3} | |
| a. NCAA-sponsored post-season, non-conference tournament (NCAA / NIT) | |
| 1. MBB/WBB | \$2,000 |
| 2. All Other Teams | \$1,000 |
| b. Win Regular-Season or Post-Season Conference Championship | |
| 1. MBB/WBB | \$5,000 |
| 2. All Other Teams | \$1,000 |
| c. MBB/WBB Sweet 16 | \$10,000 |
| d. MBB/WBB Final Four | \$25,000 |
| e. Baseball / Softball Super-Regional | \$5,000 |
| f. Baseball / Softball College World Series | \$10,000 |
| g. Top-100 Director's Cup | \$10,000 |
| h. Top-75 Director's Cup | \$15,000 |
| i. Top-50 Director's Cup | \$20,000 |

¹ Incentive Payment for the “per semester department-wide GPAs” will be calculated and awarded solely based on the highest level achieved in this category, without adding the Incentive Payments for each level attained.

² Performance Goals 3(a) – (f) are per team, per appearance unless otherwise noted, and are non-cumulative.

³ Performance Goals 3(g) – (i) will be calculated and awarded solely based on the highest level achieved in this category, without adding the Incentive Payments for each level attained.



EXHIBIT D FRINGE BENEFITS

A. Loaned Vehicle / Auto Stipend. WSU shall furnish Athletic Director with a vehicle that is similar in terms of make and model to the types of vehicles provided to other WSU employees, or, in the discretion of Athletic Director, an annual auto allowance of \$10,000. Athletic Director must notify WSU of his election of an auto allowance prior to each Contract Year and the earlier of: (1) sixty (60) days prior to any renewal or termination notice deadline under an existing vehicle lease agreement; or (2) prior to WSU or ICAA executing a vehicle lease. The annual auto allowance shall be based on a fiscal year and paid in bi-weekly installments, on a pro-rated basis, and may be reduced proportionately if Athletic Director is provided a vehicle at any time during the applicable Contract Year. Upon the expiration or termination of this Agreement, Athletic Director shall return any vehicle to WSU or, in the case of a leased vehicle, to the dealer, at the date and time requested by WSU. Athletic Director shall be required to pay all expenses for maintenance, operation, damage, and insurance of the loaned vehicle. As appropriate, WSU shall withhold all applicable federal and state taxes as required by IRS guidelines and applicable law from Athletic Director's compensation.

B. Golf Membership. ICAA shall pay Athletic Director's annual golf membership fee to a local club, selected by ICAA in its sole discretion. Athletic Director shall be responsible for all other charges associated with such membership, including but not limited to personal charges and expenses associated with the use of such membership. Notwithstanding the foregoing, the provision of such membership shall be subject to the availability of adequate funding. All determinations of whether adequate funding is available shall be made in good faith by the President of WSU, in his/her sole discretion. It is understood and agreed that such membership is provided for business purposes so as to allow Athletic Director to develop and promote interest, support, and sponsorship of the Athletics Program and WSU. Athletic Director shall comply with all membership rules, including responsibility for all costs Athletic Director incurs beyond the annual membership fee.