



WICHITA STATE
UNIVERSITY

ACADEMIC AFFAIRS

February 5, 2019

Darron Boatright
Wichita State University
Intercollegiate Athletics
1845 Fairmount
Wichita, Kansas 67260-0018

Dear Darron:

Thank you for your service to Wichita State University and our athletic department. This letter will confirm that your appointment as Director of Athletics is extended for three years, beginning July 1, 2019 to June 30, 2022, with your salary to remain the same as FY 2019 for each year, subject to an annual review of salary with the President no later than April 30 of each fiscal year. This appointment will continue to be an Executive Unclassified Professional appointment as a state employee paid through WSU-ICAA funds. You are required to acknowledge and accept certain NCAA requirements as required by the Certification Review previously made by the NCAA. This appointment includes the following terms and conditions:

1. Your title will be Director of Athletics (AD) and you will report to the President of WSU. You will have the normal duties and responsibilities attendant to the position of Director of Athletics including overall supervision and leadership of the intercollegiate athletics program, budget, personnel, compliance with conference and National Collegiate Athletic Association (NCAA) rules and regulations, fundraising, and other duties as assigned by the President.
2. This Agreement in no way grants you a claim to tenure in employment at WSU or with ICAA, nor shall your service as Director of Athletics pursuant to this Agreement count in any way toward tenure at WSU.
3. This Agreement will terminate automatically if you die or become totally or permanently disabled as defined by the state's retirement program, its workers compensation program or by any other applicable supplemental disability program.
4. As a WSU state employee, you will be entitled to all benefits afforded them and will be required to follow all policies and procedures required of a WSU state employee as well as a WSU-ICAA employee.
5. As Director of Athletics, you will serve as a member of the President's Executive Team (PET) and will be expected to attend all meetings unless excused by the President. As a member of the PET, you are encouraged to attend all Commencement Ceremonies.

6. As Director of Athletics, you will require all coaches of WSU student athletes to actively encourage all WSU-ICAA student athletes to perform to their highest academic potential and to graduate. You will be expected to take an active role in ensuring academic excellence including, but not limited to, an annual assessment, improvement and investment of resources and educational tools available for WSU-ICAA student athletes through Support Services. You will be entitled to receive an academic performance incentive of \$2,500 when the overall APR (yearly academic progress rate) of all WSU-ICAA teams exceeds 975 for that corresponding year. If a majority of the WSU-ICAA teams score a perfect APR for that corresponding year you will receive an academic performance incentive of \$3,500. You will be entitled to receive an additional academic department incentive of \$2,000 when the graduation success rate of all WSU-ICAA student athletes exceeds the NCAA Division 1 national average graduation success rate for that corresponding year. If the overall annual GPA, in any given year, for all WSU-ICAA student athletes is at least a 3.25 GPA you will receive an additional academic department incentive of \$2,000.
7. As Director of Athletics, you will be responsible for the success and growth of all WSU-ICAA teams and programs. You will be expected to support each sport and encourage WSU-ICAA staff to commit their efforts to all sports, whether or not the sport is considered a revenue producing sport, and regardless of the gender associated with the sport. You will be entitled to receive a performance incentive of \$1,000 each time a WSU-ICAA team (not an individual student athlete only) qualifies for and plays in a NCAA post-season non-conference tournament. You will be entitled to receive an additional \$1,000 whenever WSU-ICAA wins what is commonly referred to as the conference annual "All Sports Trophy." The total amount received due to this performance incentive, in any one year will not exceed \$10,000.
8. You may be terminated as Director of Athletics for cause as provided in University policies, WSU-ICAA policies, KBOR policies and applicable laws, including but not limited to commission of a major violation(s) of NCAA rules, failure to develop a plan of improvement when a team within WSU-ICAA doesn't earn a NCAA minimum APR to be eligible to participate in post-season competition, lack of control of subordinates, neglect of duty, insubordination, unbecoming conduct that embarrasses or harms the reputation of the university, and moral turpitude. If terminated for cause, all salary and benefits will cease as of the date of the termination and WSU will pay you, as liquidated damages, an amount equal to 3 months of your base salary so long as you execute a release and waiver agreement within 21 days of your termination. The release and waiver agreement will include, but not be limited to, a waiver of any and all legal claims or potential legal claims you have or may have against WSU and any of its related entities, the President, its boards, officers, employees and agents.

9. In the event you terminate this agreement for any reason prior to its expiration, you pay to WSU, as liquidated damages and not as penalty, an amount equal to 12 months of your base salary, or if fewer than 12 months remain in the term of this agreement you shall pay an amount prorated based on the number of months remaining, unless otherwise agreed to by the parties. In the event the President of WSU changes during your employment and an external candidate becomes the new President and you therefore terminate this agreement, you will not be required to pay any liquidated damages. All liquidated damages are to be paid within thirty (30) calendar days of your providing notice of your intention to terminate this Agreement, said amount to be paid with a certified check from you.
10. As an executive unclassified professional employed by WSU, you serve at the pleasure of the President, subject to the terms and conditions of WSU policy and this agreement. In the event you are terminated without cause during the term of this agreement, you will be entitled to, as liquidated damages, an amount equal to 12 months of your base salary so long as you execute a release and waiver agreement within 21 days of your termination. The release and waiver agreement will include, but not be limited to, a waiver of any and all legal claims or potential legal claims you have or may have against WSU and any of its related entities, the President, its boards, officers, employees and agents. In the event the President of WSU changes during your employment and an external candidate becomes the new President, you will not be entitled to any liquidated damages if you are terminated without cause.

The position of Director of Athletics is a senior management position within the university, and I look forward to continuing our work together. I am confident you will continue to provide outstanding leadership for our intercollegiate athletics program.

Two originals of this letter are enclosed. If this letter meets with your approval, please enter your signature where indicated below on both copies. Retain one for your personal files and return the other to me.

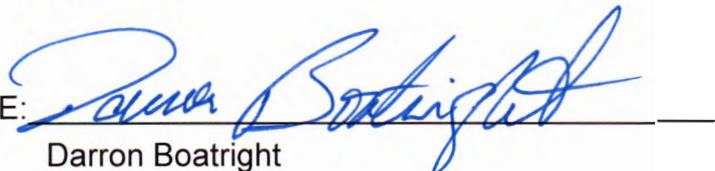
Sincerely yours,



Rick Muma, Acting President

I understand and accept the terms and conditions of my appointment as stated above:

SIGNATURE: _____



Darron Boatright

DATE _____

2/5/19