

EXECUTIVE SUMMARY

Item Name: Multiple-year Employment Contract for Head Coach of the Football Team (UArizona)

Action Item

Requested Action: The University of Arizona (UArizona) asks the board to approve a multiple-year employment contract for Jedd Fisch as Head Coach of Football, as described in this executive summary.

Background

- The UArizona seeks approval to offer a multiple-year employment contract for Head Coach of Football to Jedd Fisch (“Fisch”). This contract would be for a five-year term.
- Fisch is a highly qualified coach with an impressive background. For the past three years, Fisch served as an assistant coach for several National Football League (NFL) teams and, during his 23-year career, he was part of the coaching staff of seven NFL teams. Fisch also served as a college assistant football coach with the Minnesota Golden Gophers, Miami Hurricanes, Michigan Wolverines, and the Pac-12’s UCLA Bruins.
- As an assistant coach under the tutelage of some of the country’s best coaches, Fisch is an excellent recruiter and brings a high level of experience to UArizona. His new coaching staff stands out with two traits in particular: experience and diversity. Fisch’s experience at both the professional and collegiate levels, along with his strong reputation, align well with UArizona’s goals and vision for the future of its football program. His leadership will bring an exciting new era of football and a positive culture for UArizona’s student athletes, fans, and staff.
- Based on due diligence, UArizona is not aware of any issues negatively affecting Fisch’s employability, including but not limited to NCAA violations, claims or litigation related to his prior employment as an assistant coach, allegations of wrongdoing, or significant press controversies.

Discussion

- Fisch’s duties will be those customarily associated with the head coach of a Division I football program. This includes, among other items, overseeing all aspects of the program, supervising the coaches and other employees, and coaching the student-

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athletes, athletically and academically, all in accordance with applicable University, ABOR, Pac-12, and NCAA policies, rules, and regulations.

- Fisch's annual salary will be \$1,800,000 for the first two years of the contract and will increase to \$2,000,000 for year three. In year four, Fisch's salary will increase to \$2,200,000 and will increase to \$2,300,000 for his fifth and final year under this contract. Fisch's salary is pro-rated for the first year of his contract as it is less than 12 months (December 23, 2020 – November 30, 2021).
- In addition to this base salary, Fisch will receive compensation for peripheral/additional duties associated with the UArizona football program, as designated by the Director of Athletics, in the amount of \$500,000 annually. These additional duties are related to Fisch's public facing duties as coach, including engaging in regular interviews with television, radio, and internet programs, supporting promotional and advertising activities, and other activities that further the interest of the program and University. Furthermore, by separating these duties out from the base salary, the University is not responsible for paying them out in the event of a termination for cause.
- Finally, Fisch will accrue the equivalent of a retention payment of \$100,000 each year of the first four years, paid out at the end of year four. This retention incentive will be vested and earned only if Fisch remains employed at UArizona in good standing as of November 30, 2024.
- Fisch may earn annual performance incentives as set forth below if the football team meets designated academic and athletic performance thresholds. Payments are for the highest-ranked achievement in each category and are not cumulative to any lower-ranked achievements unless specifically noted otherwise below. If Fisch were to earn the maximum performance incentives allowed, he would receive annual payments under this section not to exceed \$1 million.

i. Academic Performance Incentives

The following academic metrics will be measured annually and progressive and sustained success (i.e., continual improvement) will be incentivized:

- Grade Point Average: Coach will be incentivized to achieve at or above the average grade point average for all UArizona students, which is 3.14. Therefore, Coach should be working toward team grade point averages that are at or above average University grade point averages.

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- Metric: Coach will receive increased academic performance incentives if they improve team grade point averages by $\geq .1$. Starting point will be determined on the average of the team’s last five years annual grade point average.
- GPA Football History:
 - Football (ABOR) CGPA average past 5 years: 2.59
- GPA Academic Compensation Incentive:

Team GPA	Incentive
>2.7	<u>\$25,000</u>
>2.8	<u>\$30,000</u>
>2.9	<u>\$40,000</u>
>3.0	<u>\$50,000</u>
>3.05	<u>\$60,000</u>
>3.1	<u>\$70,000</u>

- Annual Progress Rate: Annual Progress Rate (APR) is a metric developed by the NCAA to measure eligibility and retention of student-athletes. Each semester, each student-athlete is awarded one point for being academically eligible and one point for being retained by the sport program. The APR is progress during eligibility, and the Graduation Success Rate (GSR –See next section) is how you complete your education. This is rolled into a metric that measured by a 1000-point scale. To avoid NCAA sport sanctions (including a post season ban), a team must achieve above a 930. An athletics department is eligible for financial incentives if the department achieves an overall single year APR score of 985 or greater. The PAC-12 and the NCAA widely distribute national averages by sport.

Metric: Coach will receive an academic performance incentive if he improves team APR by ≥ 5 points up to PAC-12 average for his sport up to 985. Generally, the PAC-12 maintains higher APR averages than the NCAA. In any given year the team achieves 1000, he will receive an increased academic performance incentive.

- APR Football History
 - *2020 is most recent public data capturing 18-19 year
 - 2020 UofA Football single year APR = 968
 - 2020 NCAA Football (FBS) average single year APR = 968

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- 2020 Pac -12 Football single year APR = 972
- APR Academic Compensation Incentive

Team APR	Incentive
<u>>973</u>	\$15,000
<u>>978</u>	\$20,000
<u>>983</u>	\$25,000
<u>>985</u>	\$30,000
<u>1000</u>	\$50,000

- Graduation Success Rate (supporting metric): Graduation Success Rate is an important overall institutional metric that specifically indicates that a sport program is committed to graduation of student-athletes. However, the metric is a lagging metric that looks at data points that are six years in the past. The development of a real-time metric to positively support outcomes is important. The annual federal graduation rate for students at the University of Arizona was 65% for the 2019-2020 academic year and the student-athlete rate was 69%. The GSR for Arizona Athletics was 87%. The following metric has been developed to positively support the GSR metric.
- Metric: Coach will receive an academic performance incentive if he annually achieves the following:
 - If ≥90% of exhausting eligibility seniors that were on the roster at the start of the championship season for the previous year graduate by the end of the subsequent summer when degrees post (90% aligns with NCAA Revenue Distribution), then Coach will be eligible for a \$25,000 academic incentive in that year of the contract.
 - If 100% of exhausting eligibility seniors that were on the roster at the start of the championship season for the previous year graduate by the end of the subsequent summer when degrees post, then Coach will be eligible for a \$50,000 academic incentive in that year of the contract.

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▪ Graduation Success Rate Football History

<u>GSR Rate</u>	2017	2018	2019	2020
Football	82%	69%	72%	84%
All-S-A's	92%	86%	84%	89%
<u>Fed Rate</u>				
Football	31%	33%	43%	70%
All Students	56%	57%	64%	60%
All -S-A's	54%	43%	50%	69%

ii. Athletic Performance Incentives

A. Pac-12 Conference Southern Division Champion	\$100,000
B. Wins Pac-12 Conference Championship game	\$200,000
C. NCAA Post-Season	
Participation in non-major, non-College Football Playoff ("CFP") Bowl game	\$25,000
Participation in major non-CFP Bowl game (Rose, Sugar, Cotton, Orange, Fiesta, Peach)	\$100,000
Winning major non-CFP Bowl game (Rose, Sugar, Cotton, Orange, Fiesta, Peach)	\$100,000
Participation in CFP semi-final game	\$150,000
Participation in CFP Championship game	\$200,000
Winning CFP Championship game	\$300,000
D. Final AP Ranking	
Within the Top Ten	\$50,000
11 th through 15 th	\$25,000
E. Recognition as National Coach of the Year	
Pacific-12 Conference Coach of the Year	\$50,000
AP National Coach of the Year	\$75,000

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- If Fisch violates NCAA or Pac-12 Conference regulations, he may be liable to the UArizona for liquidated damages of \$100,000 and would be required to return sums earned as performance incentives for any accomplishments that are subsequently lost, vacated, or diminished by such violations.
- The contract term will be for five years, ending November 2025. The first year will be from December 23, 2020, through November 30, 2021. Each successive year will be from December 1 through November 30.
- If Fisch terminates his employment at UArizona without cause, Fisch will be subject to a covenant not to compete that prevents him from accepting employment with any Pac-12 institution within one year of his employment with UArizona terminating.
- There is no buyout related to Fisch's previous employment.
- The contract may be terminated by UArizona for cause, in which case UArizona will be liable only for Fisch's base salary and incentive payments earned as of the date of termination. Bases for termination for cause will include provisions relating to inability to perform job duties; dishonesty; substantial neglect of program duties or personal conduct that impairs the ability to serve as head coach; failure to cooperate in investigations; provisions relating to violations of certain laws, NCAA and Conference rules and regulations, and ABOR and University policies and rules; and provisions relating to the failure to maintain high levels of integrity, honesty, moral character, professionalism, and dedication to the University and its student athletes.

The contract may be terminated by UArizona without cause. In that event, UArizona will pay Fisch 65% of the remainder of the value of the contract (base + additional duties compensation). If terminated during a contract year, the payout will be 65% of the remaining value of that contract year plus 65% of the remaining years of the contract. These payment amounts will be offset by any and all amounts Fisch receives if he is employed at any other university or professional team in a coaching capacity or working in a media capacity, at any time during the contract term. Fisch will have a reasonable duty to mitigate by seeking employment following such a termination.

The contract may be terminated by Fisch without cause. In that event, Fisch will pay UArizona liquidated damages for each year remaining in the contract, calculated as follows: \$6,000,000 if terminated during or after Year 1; \$5,000,000 if terminated during or after Year 2; \$3,000,000 if terminated during or after Year 3; \$1,500,000 if terminated during or after Year 4; \$1,000,000 if terminated during Year 5.

- Fisch's salary will be paid entirely from revenue generated by the Athletics Department. No part of his salary will be paid from appropriated funds or donor

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contributions.

- Fisch will have the right to operate private youth football camps on the campus of UArizona, subject to a separate agreement between UArizona and Fisch for the use of UArizona facilities and/or marks. Fisch will own all rights to the camps and will be responsible for all aspects of the camps, including payment and expenses/liabilities of the camps.
- Fisch may enter into personal service agreements with other parties to provide services not reserved to UArizona within the contract, subject to UArizona approvals and compliance with applicable UArizona, NCAA, Pac-12, and ABOR policies. Currently, UArizona anticipates that Fisch will enter into contracts with IMG College, LLC (or its parent or affiliate company) and Nike, Inc. To the extent required by NCAA and Pac-12 Conference regulations or by UArizona, Fisch must disclose all athletically related outside income to the Athletic Director, the UArizona President, and the ABOR Executive Director annually.
- Fisch will receive all employee-related benefits normally available to UArizona employees. He will receive additional benefits, including tickets to UArizona sporting events, a country club membership, use of one automobile, use of a non-commercial airplane for in-season road trips, and a bowl game package.
- The contract will set out Fisch's various compliance obligations, including his obligation to promptly disclose potential NCAA or Pac-12 rules violations, his obligation to comply with NCAA, Pac-12, ABOR, and UArizona rules, regulations, and policies, and also his duties under Title IX.

Statutory/Policy Requirements

ABOR Policy 6-910 requires board approval of multiple-year employment contracts for head football coaches.

ABOR Policy 6-1001 provides the requirements for multiple-year appointments of head coaches.