

EXECUTIVE SUMMARY

Item Name: Multiple-year Employment Contract for Head Coach of the Women's Basketball Team (UA)

Action Item

Requested Action: The University of Arizona asks the board to approve the terms and authorize the UA to enter into the First Amended Multiple-year Employment Contract for Head Coach of the Women's Basketball Team Adia Barnes on the terms set forth in this Executive Summary.

Background/History of Previous Board Action

- The University of Arizona seeks authorization to enter into a First Amended Multiple-year Employment Contract with Adia Barnes ("Barnes") as Head Coach of the Women's Basketball Team through the period ending on April 30, 2024. This will be a 3-year extension of Barnes' current contract based on athletic performance and coaching success, including winning the Women's National Invitation Tournament this past season.
- Barnes' proposed base salary is \$400,000 per annum. Her current contract base salary was set at \$235,000 when established in June 2016.
- Based on due diligence, the University is not aware of any issues negatively affecting Barnes' employability, including but not limited to NCAA violations, claims or litigation related to her prior employment as an assistant coach, allegations of wrongdoing, or significant press controversies.

Discussion

Contract Length, Salary, and Salary Adjustments

- The First Amended Multiple-year Employment Contract term will be five years, ending on April 30, 2024. Barnes' current contract is through April 30, 2021.
- Barnes' base salary for coaching the Women's Basketball Team will be \$400,000 per annum.
- Barnes' salary will be paid entirely from revenue generated by the Athletics Department. No part of her salary will be paid from appropriated funds or donor contributions.

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- The First Amended Multiple-year Employment Contract will follow the new template adopted by UA for all multiple-year head coaching contracts, and includes enhanced provisions regarding NCAA compliance, Title IX responsibilities, and termination for cause.

Annual Performance Incentives

- Barnes may earn annual performance incentives and retention incentives as set forth below.
- The First Amended Multiple-year Employment Contract will require the return of incentives paid for performance if credit for games or championships are vacated, diminished, or otherwise “lost” due to NCAA infractions or violations of other binding rules or other penalties, whether self-imposed by the University or imposed by the University’s conference or the NCAA.
- Academic payments are for the highest-ranked achievement in each category and are not cumulative to any lower-ranked achievements. Payments in each athletic performance bonus (conference and NCAA) category are cumulative. If Barnes were to earn the maximum performance bonuses allowed (excluding retention bonuses), she would receive annual payments of \$285,000 (\$45,000 and \$240,000 for academic and athletic performance achievements, respectively).

I. Academic Performance Bonuses

MYAPR

Barnes may receive one-time compensation on an annual basis for the following Multi-year Academic Progress Rate (MYAPR) team achievements (Women’s Basketball MYAPR for 2017-2018 was 987):

<u>MYAPR</u>	<u>BONUS</u>
971 or above (no rounding) *	\$10,000
1000 (no rounding)	\$15,000

* MYAPR bonus methodology: This threshold was derived by averaging the UA MYAPR for all sports with the MYAPR of all NCAA Football Bowl Subdivision teams.

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CGPA

Barnes may receive additional one-time compensation on an annual basis for the following team Cumulative Grade Point Average (CGPA) achievements (Women’s Basketball CGPA for 2017-2018 was 3.19):

<u>CGPA</u>	<u>BONUS</u>
2.70 – 3.09 (no rounding)	\$15,000
3.10 or above (no rounding)	\$30,000

II. Retention Bonuses

- Still employed as head coach as of July 1, 2020 \$25,000
- Still employed as head coach as of July 1, 2021 \$50,000
- Still employed as head coach as of July 1, 2022 \$75,000
- Still employed as head coach as of July 1, 2023 \$100,000

III. Athletic Performance Bonuses

Barnes may receive additional one-time compensation on an annual basis for the following athletic performance team achievements in a given year:

- Pac-12 Conference Regular Season Champion \$20,000
- Pac-12 Conference Tournament Champion \$10,000
- NCAA Tournament
 - National Champion \$50,000
 - Final Four Appearance \$40,000
 - Elite Eight Appearance \$30,000
 - Sweet Sixteen Appearance \$25,000
 - Round of 32 Appearance \$20,000
 - NCAA Tournament Appearance \$10,000
- Final AP or ESPN/USA Today Ranking

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Within the Top Ten	\$10,000
11 th through 15 th	\$5,000
• Regular Season Victories (excludes exhibition games)	
25 or more	\$10,000
20 to 24	\$5,000
• Recognition as National Coach of the Year by AP, WCBA, Pac-12, or Naismith	\$10,000
	OR
• Recognition as National Coach of the Year by more than one entity (AP, WCBA, Pac-12 or Naismith)	\$15,000

Miscellaneous Provisions

- Barnes' program duties will include supervising, planning, and coordinating the activities of UA's Women's Basketball program including but not limited to academic progress of team members toward graduation, teaching the mechanics of basketball, coaching team members and analyzing athletic performance, recruiting, and coordinating practice.
- Barnes will receive all employee-related benefits normally available to University employees. She will receive additional benefits, including tickets to UA sporting events, use of one automobile or a stipend, guests to post-season women's basketball tournament appearances with Athletic Director approval, and the right to use University facilities for operation of private youth basketball camps and clinics.
- In the event of termination, Barnes will not obtain employment as a head coach with any conference school for the time period that would have been remaining at the duration of this multiple-year Contract.
- To the extent required by NCAA and Pac-12 Conference regulations or University policy, Barnes must disclose all athletically-related outside income to the Athletic Director, the University, and the board annually.
- The Contract may be terminated for cause, in which case the University will be liable only for Barnes' salary and incentive payments earned as of the date of termination. Additionally, if Barnes violates NCAA or Pac-12 Conference

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regulations, she may be liable to UA for actual damages up to \$100,000 and would be required to return sums earned as athletic performance bonuses for any victories or championships forfeited or vacated due to such violations.

Cause includes but is not limited to:

- Demonstrated fraud or dishonesty, whether occurring prior to or during the term;
- Substantial neglect of program duties, additional duties, and any other obligations set forth in the Contract, or any other assigned duties or obligations, including without limitation Barnes' supervision of assistant coaches and other staff, or her failure to improve her conduct after attempted correction by UA;
- Personal conduct, whether occurring prior to or during the term, that substantially impairs Barnes' fulfillment of program duties, additional duties, any other obligations set forth in the Contract, or any other assigned duties or obligations;
- Conduct by Barnes, including without limitation unethical or immoral conduct, whether occurring prior to or during the term, that materially and adversely affects the reputation of UA or the UA's Athletics Department;
- Substantial physical or mental incapacity to perform program duties or additional duties, giving due consideration to the nature and duration of the incapacity;
- Conviction of, or a plea of no contest to, a criminal act that constitutes a felony, a misdemeanor involving moral turpitude, or any other criminal conviction or plea of no contest that reflects adversely on Barnes' fitness to serve as Head Coach, whether occurring prior to or during the term;
- Any violation of the compliance responsibilities and any material violation of any other provision of the Contract, or any material violation of applicable UA or Board policy;
- Engaging in unreasonable conduct in willful disregard or deliberate indifference to the welfare and safety of the UA's student-athletes, including failure to adhere to the NCAA principle of student-athlete well-being; and
- Failure of Barnes to fully and promptly cooperate with UA, the NCAA, or the Conference in any investigation of possible violations of an NCAA, Conference, or University constitution, bylaw, policy,

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procedure, rule, or regulation.

- If the University terminates the Contract without cause, the University will pay Barnes liquidated damages for each year or portion (pro rata) remaining in the Contract, calculated as follows: sixty percent (60%) of Barnes' salary plus that percentage of her salary designated as Employee Related Expenses (as published by UA's Financial Services Office) as of the date of termination, plus the value, as assigned by UA in its sole discretion, of the automobile provided to Barnes during the term. Barnes will not be obligated to rebate the money to UA if she becomes re-employed during the time when the Contract would still have been in effect.
- The Contract may be terminated by Barnes without cause. In that event, Barnes will pay UA liquidated damages for each year remaining in the Contract, calculated as follows: \$1,000,000 if terminated in Year 1; \$500,000 if terminated in Year 2; \$200,000 if terminated in Year 3; \$50,000 if terminated in Year 4; \$0 if terminated in Year 5.

Statutory/Policy Requirements

ABOR Policies 6-910 and 6-1001 require board approval of multiple-year employment contracts for head basketball coaches.