

EXECUTIVE SUMMARY

Item Name: **Approval of Multiple-Year Employment Contract for Head Baseball Coach (ASU)**

Action Item

Requested Action: Arizona State University (ASU) asks the board to approve the multiple-year employment contract for Willie Bloomquist as Head Baseball Coach at ASU, as described in this executive summary.

Background / History of Previous Board Action

- ASU desires to offer a multiple-year employment contract to Willie Bloomquist (“Coach”) to serve as Head Baseball Coach at ASU from the execution of the contract through June 30, 2026.
- Coach, a Sun Devil Athletics Hall of Famer, will be the sixth Head Baseball Coach in ASU’s history. Coach played three seasons at ASU (1997-1999) earning 1999 Pac-10 Player of the Year honors as a junior. He also led the 1998 Sun Devils to an appearance in the NCAA College World Series championship game, was a two-time All-American (1998-1999), and represented Team USA as a member of the Collegiate National Team (1998). Coach is a graduate of ASU’s W. P. Carey School of Business and was a two-time Pac-10 All-Academic First Team Selection (1998-1999), a CoSIDA Academic All-American (1999), and a 2019 CoSIDA Academic All-America Hall of Fame inductee. Following his ASU career, Coach was a third-round draft pick of the Seattle Mariners and enjoyed a 14-year Major League career, most prominently with the Mariners and Arizona Diamondbacks. Coach spent the last five years as a Special Assistant to the Arizona Diamondbacks President and CEO. In that role, Coach assisted various departments throughout the baseball and business sides of the organization, including working on the field with players at all levels of the organization, attending community events, meeting with corporate partners, interacting with season ticket holders, and visiting D-backs Minor League affiliates.
- Based on ASU’s due diligence, there are no issues concerning Coach such as NCAA or Pac-12 Conference rule violations, litigation or press controversies related to his employment as a coach, or allegations of wrongdoing.

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Discussion

Contract Length and Salary

- The initial term of Coach's contract will be five years, expiring June 30, 2026.
- Coach's annual salary will initially be \$350,000. Coach's salary will be paid from public university funds, specifically from revenue generated by Sun Devil Athletics.
- Commencing July 1, 2022 and on each July 1 thereafter, Coach's annual salary will increase by \$10,000 and, in addition, the largest applicable percentage increment set forth below for performance milestones achieved in the immediately preceding contract year.

<u>Performance Criteria</u>	<u>Salary Increase</u>
NCAA College World Series (CWS) National Champion	10%
NCAA CWS Appearance	8%
NCAA Super Regional Appearance	6%

Annual Incentive Bonuses

I. Athletic Performance Bonuses

Coach may receive one-time compensation on an annual basis for the following athletic performance achievements by the Sun Devil Baseball program in a given year. There will be only one payment for the highest achievement under each section except as otherwise noted.

(A) Conference Performance:

Pac-12 Conference Champion	\$20,000
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(B) Post-Season Performance:

NCAA CWS Champion	\$50,000
NCAA CWS Appearance	\$40,000
NCAA Super Regional Appearance	\$15,000

(C) Coach of the Year Awards (Coach may receive up to 10% of salary if Coach receives both Pac-12 Coach of the Year and National Coach of the Year):

Pac-12 Coach of the Year	5% of annual salary
National Coach of the Year	10% of annual salary

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Based on Coach’s annual salary, if Coach earned the maximum athletic performance bonus allowed in each category, he would receive \$105,000.

II. Academic Performance Bonuses

Coach may receive one-time compensation on an annual basis for the following academic performance achievements by the Sun Devil Baseball program in a given year. There will be only one payment in each category for the highest achievement.

Academic Year GPA		Graduation Success Rate	
<u>Compensation</u>	<u>Based on Fall/Spring Semesters</u>	<u>Compensation</u>	<u>Based on NCAA Definition</u>
\$10,000	3.30	\$10,000	100%
\$7,500	3.20	\$7,500	96%
\$3,500	3.15	\$3,500	92%
Note that the team GPA for the 2020-21 year was 3.03.		Note that the Graduation Success Rate for the 2020-21 year was 96%.	

If Coach earned the maximum academic performance bonus, he would receive \$20,000.

Miscellaneous Provisions

- Coach will receive customary employee-related benefits that are normally available to other university staff employees. Coach will receive additional benefits consisting of tickets to ASU sporting events, an automobile stipend, and golf privileges at the ASU golf course.
- Coach will have the right to conduct camps in accordance with ASU and Sun Devil Athletics policies, subject to a separate agreement if Coach uses university facilities and/or marks. Coach will own all rights to the camps and revenues associated with the camps. Coach will also be solely responsible for all camp expenses.
- Coach may enter into personal service agreements with other parties provided such agreements are limited to speaking engagements and further provided that such agreements are approved in advance by the Vice President for University Athletics and can be performed within NCAA and board limits. Agreements in effect prior to the execution of Coach’s contract will remain in effect if approved by the Vice President for University Athletics. Coach must provide an annual disclosure of all outside sources of athletics-related income and benefits, which will be provided to the Board, the ASU President and the ASU Vice President for University Athletics.

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- Coach will forfeit and repay any incentive or performance bonus paid to Coach when the achievements that were the basis for such payments are vacated, diminished or in any way affected by any sanctions, whether self-imposed by ASU or imposed by the Pac-12 or the NCAA, resulting from violations of NCAA or Pac-12 Conference rules by Coach or by an assistant coach or other program member and either Coach knew or should have known that the violation had occurred or was occurring or Coach failed to establish and maintain reasonable policies and procedures for the program to prevent such violations. This clause applies regardless of whether such violations result in termination of the contract and regardless of whether Coach is still employed by ASU.
- Coach's contract may be terminated by the ASU President, or his designated representative, for cause in which case ASU will be liable only for salary and other compensation earned as of the termination date. If the contract is terminated by ASU for cause and the cause is one or more material violations by the program of NCAA or Pac-12 Conference rules, there will be a provision for Coach to pay to ASU its actual damages up to \$100,000 resulting from the violations.
- ASU may terminate the contract at any time without cause. In that event, ASU will pay Coach as liquidated damages 50% of the then per annum salary for the remainder of the contract term. This sum is not reduced in the event of Coach's subsequent employment during the original term of the contract. ASU will also pay Coach any incentive or performance bonuses earned through the termination date. ASU will not be liable to Coach for other university benefits or collateral business opportunities.
- If Coach terminates the contract early and takes another intercollegiate coaching position or a professional coaching position, ASU may require Coach to pay liquidated damages, at the discretion of the ASU President, up to \$250,000.
- If Coach terminates the contract, Coach may not obtain employment as head coach with any Pac-12 Conference school for the time period remaining under the contract without the prior consent of the ASU President.
- Coach's duties include the obligation to abide by the applicable board policies and NCAA and ASU rules, regulations and policies as may be in effect from time to time as well as conflict of interest laws.

Statutory/Policy Requirements

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

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

Committee Review and Recommendation

The Finance, Capital and Resources Committee reviewed this item at its September 9, 2021 meeting, and recommended forwarding the item to the full board for approval with the clarification that the Academic Performance Bonus amounts will be awarded separately based on GPA achievements and Graduation Success Rate achievements. The Academic Performance Bonuses section has been revised to reflect this clarification.