

## EXECUTIVE SUMMARY

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**Item Name:** Multiple-Year Employment Contract for Head Women's Basketball Coach (ASU)

Action Item

**Requested Action:** Arizona State University asks that the board approve a Multiple-year Employment Contract for Natasha Adair as Head Women's Basketball Coach at ASU.

### Background / History of Previous Board Action

- ASU desires to offer a Multiple-year Employment Contract to Natasha Adair ("Coach") to serve as Head Women's Basketball Coach at ASU from the execution of the contract through March 31, 2027.
- Coach has over 20 years of experience, having served as head women's basketball coach at the University of Delaware (2017-22), Georgetown University (2014-17), and the College of Charleston (2012-13). Coach spent 14 seasons in the assistant coaching ranks, with eight years (2004-12) at Wake Forest University and six seasons (1998-04) at Georgetown University.
- Coach played collegiately at Pensacola Junior College (1990-92) before playing and graduating from the University of South Florida with a degree in communications in 1994.
- In five seasons at the University of Delaware, Coach compiled a 95-58 record (62%), including two back-to-back 20-win seasons, and captured the program's third Colonial Athletic Association (CAA) title. In 2021-22, she coached the Delaware women's basketball program to its first NCAA Tournament appearance in nearly a decade. Coach was named the CAA coach of the year in 2021 after she guided the Delaware program to a regular season title and a WNIT semifinals appearance, finishing with a 24-5 overall record and a 16-2 record in league play.
- Coach's leadership extends well beyond the basketball court. Her ability to create a safe place for student-athletes to find a voice is extraordinary and she has been recognized as a game changer for social justice.
- 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 her 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 March 31, 2027.
- Coach’s annual salary will initially be \$625,000. Coach’s salary will be paid from public university funds, specifically from revenue generated by Sun Devil Athletics.
- Commencing July 1, 2023 and on each July 1 thereafter, Coach’s annual salary will increase by \$25,000 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 Tournament National Champion	10%
NCAA Tournament Appearance, Final 4	8%
NCAA Tournament Appearance, Elite 8	6%
NCAA Tournament Appearance, Sweet 16	5%

- Coach will receive a retention bonus of \$200,000 if Coach is employed as Head Women’s Basketball Coach at ASU on June 30, 2026. If Coach’s contract is terminated for any reason other than by ASU without cause, ASU will have no obligation to pay Coach any portion of the retention bonus. If ASU terminates Coach’s contract without cause, Coach will receive a portion of the retention bonus based on when termination occurs as follows: if Coach is terminated before June 30, 2023, she will receive no portion of the retention bonus; if Coach is terminated after June 30, 2023 but before June 30, 2024, she will receive \$50,000; if Coach is terminated after June 30, 2024 but before June 30, 2025, she will receive \$100,000; if Coach is terminated after June 30, 2025 but before June 30, 2026, she will receive \$150,000; if Coach is terminated after June 30, 2026, she will receive the full \$200,000.

**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 Women’s Basketball program in a given year.

(A) Conference Performance (Coach may receive up to \$60,000):

Pac-12 Conference Champion	\$30,000
Pac-12 Conference Tournament Champion	\$30,000

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(B) Post-Season Performance (Coach may receive up to \$300,000):

NCAA Tournament Appearance, 1 Game	\$20,000
NCAA Tournament Appearance, 2 Games	\$30,000
NCAA Tournament Appearance, 3 Games	\$50,000
NCAA Tournament Appearance, 4 Games	\$50,000
NCAA Tournament Appearance, 5 Games	\$75,000
NCAA Tournament National Champion	\$75,000

(C) Coach of the Year Awards (Coach may receive up to 7% of salary if Coach receives both Pac-12 Coach of the Year or District Coach of the Year and National Coach of the Year):

Pac-12 Coach of the Year or District Coach of the Year	2% of annual salary
National Coach of the Year	5% of annual salary

Based on Coach's initial annual salary, if Coach earned the maximum athletic performance bonus allowed in each category, she would receive \$403,750.

II. Academic Performance Bonuses

Coach may receive one-time compensation on an annual basis for the following academic performance achievements by the Sun Devil Women's Basketball 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>
\$17,500	3.40	\$17,500	100%
\$16,250	3.30	\$16,250	95%
\$15,000	3.20	\$15,000	90%
Note that the team GPA for the 2020-21 year was 3.67.		Note that the Graduation Success Rate for the 2020-21 year was 100%.	

In addition to the foregoing, Coach will receive the following bonus payments based on the number of new Sun Devil Women's Basketball program scholarship student-athletes enrolled in ASU's Barrett Honors College in a given year. There will be only one payment for the highest achievement.

1-2 new scholarship student-athletes	\$25,000
3-4 new scholarship student-athletes	\$50,000
5 or more new scholarship student-athletes	\$75,000

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If Coach earned the maximum academic performance bonus, she would receive \$110,000.

### **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 payment of relocation expenses, tickets to ASU sporting events, use of one late-model vehicle or an automobile stipend, and golf privileges at the ASU golf course.
- ASU has agreed to pay \$351,000 to cover Coach's obligation to pay the University of Delaware that amount in liquidated damages for terminating Coach's coaching contract there before the end of its term.
- 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.
- 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 Sun Devil Women's Basketball 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.

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- ASU may terminate the contract at any time without cause. In that event, ASU will pay Coach as liquidated damages 100% of the then per annum salary for the remainder of the contract term. ASU will also pay Coach any incentive or performance bonuses earned through the termination date. The liquidated damages payable to Coach will be reduced by up to 50% if Coach accepts a new intercollegiate head coaching position in a Power 5 conference during the original term of the contract. Such reduction would commence in the year that Coach accepts the new position and would continue through the remainder of the term of Coach's contract with ASU. 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 will require Coach to pay liquidated damages in the following amounts based on a five-year contract term: \$600,000 if Coach terminates the contract in year 1; \$500,000 if Coach terminates the contract in year 2; \$400,000 if Coach terminates the contract in year 3; \$100,000 if Coach terminates the contract in year 4; and nothing if Coach terminates the contract in year 5. If Coach's contract is subsequently extended, these buyout terms will reset based on the number of years in the extended contract term.
- 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 basketball coaches.

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