

EXECUTIVE SUMMARY

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

Action Item

Requested Action: Northern Arizona University asks the board to approve a new five-year contract for Loree Payne as Head Women's Basketball Coach.

Background/History of Previous Board Action

- The board approved Coach Payne's initial five-year contract on April 17, 2017. This contract expired on March 15, 2022.
- Coach Payne's initial Base Salary was \$145,000 per annum.
- Coach Payne has strong support of the university, community, her players and the staff in the Department of Athletics. She has proven herself to be an exceptional program builder, mentor, recruiter, and developer of talent. Her accomplishments since coming to NAU include:
 - The Women's Basketball program has excelled academically under Coach Payne's leadership, as demonstrated by a Fall 2021 cumulative GPA of 3.51. Four members of the team achieved a 4.0 GPA, and thirteen members of the team achieved a GPA of 3.0 or higher.
 - The first Big Sky Tournament win in 12 years.
 - The first winning season in 12 years.
 - The first post-season win in program history.
 - In 2022, the team played in the conference championship game for the first time since 2007.

Discussion

Major terms of the contract are as follows:

- Term: five (5) years, ending on March 15, 2027.
- Base Salary: an increase from \$149,349 to \$156,818 per annum.
- Retention Bonus: \$10,000, to be paid from donations made to the Athletic Director's Excellence Fund.

Contact Information:

Mike Marlow, NAU

Mike.Marlow@nau.edu

928-523-5677

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- Duties and responsibilities: Coach Payne is responsible for supervising, planning and coordinating activities of the Northern Arizona University Women's Basketball Team, with integrity and in a manner that is consistent and in compliance with: (i) the academic goals of the university; (ii) the constitution, bylaws, rules and regulations of the National Collegiate Athletic Association and the Big Sky Conference; and (iii) the rules, regulations, and policies as in effect from time to time (collectively, the "Rules") of the board and the university.

- Miscellaneous Terms:
 - The university's standard contracting terms, including terms contained in Head Coaching contracts.
 - Benefits and employee-related benefits customarily provided to employees; however, Payne will not accrue any vacation time, nor will she be eligible for a vacation payout when her employment with the university ends.
 - Use of a courtesy automobile provided by an athletics donor.
 - Tickets for university events for family and guests.
 - Travel for spouse to post-season sporting events.
 - The ability to run a summer basketball camp.
 - Requirement to annually disclose outside compensation, as well as obtain advance written approval for all athletically-related income, in accordance with any applicable requirements in the Big Sky Conference, NCAA, and university policies.
 - Requirement to promptly disclose suspected violations of NCAA or Big Sky Conference rules to the Athletic Director and other authorities as appropriate.
 - Requirements to cooperate fully in investigations initiated by the NCAA, Big Sky Conference, the university, or law enforcement.
 - Requirement to comply with all board and university policies, including all reporting and other requirements of under Title IX and other laws related to sexual violence, sexual assault, and related conduct.
 - A clawback provision requiring 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 Big Sky Conference or the NCAA.
 - Covenant not to Compete: Payne is not to seek or accept any other positions absent prior notice to the Athletic Director. If Payne accepts a competing Big Sky position, NAU may seek all available remedies, including injunctive relieve damages.

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- Incentives (non-cumulative, only the highest-ranked GPA and highest-ranked APR will be awarded):
 - Academic Performance incentives intended to promote student-athlete success:
 - Grade Point Average (GPA):
 - Payne will receive \$3,000 for a team cumulative GPA = 3.3-3.39
 - Payne will receive \$5,000 for a team cumulative GPA = 3.4-3.49
 - Payne will receive \$7,000 for a team cumulative GPA = 3.5+
 - Annual NCAA Academic Progress Rate (APR) Rate:
 - Payne will receive \$4,000 for an APR Rate = 970-979
 - Payne will receive \$5,000 for an APR Rate = 980-989
 - Payne will receive \$7,500 for an APR Rate = 990-1000
 - Athletic Performance:
 - Big Sky Conference Tournament Championship = \$8,000
 - Big Sky Regular Season Championship (outright or shared) = \$8,000
 - NCAA Post-Season Participation. Each win at NCAA Tournament = \$4,000
 - WNIT Post-Season Participation. WNIT Appearance = \$4,000
 - WNIT National Championship = \$8,000
 - Big Sky Coach of the Year = \$5,000
- Separation terms:
 - Termination without cause:
 - If terminated without cause by the university, NAU pays 50% of the amount of base salary remaining on the contract.
 - Liquidated damages payment to Payne is mitigated and offset dollar-for-dollar if Payne obtains other employment as Head Coach, Assistant Head Coach, or similar position.
 - Termination with cause:
 - If terminated with cause, the university agrees to pay only the payment of salary and other compensation earned as of the termination date.

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- If the cause is a material violation of NCAA or Conference rules, Payne will forfeit/repay any bonuses received for Academic and/or Athletic Performance affected by any sanctions.
- Voluntary termination by Coach Payne will include liquidated damages payable to NAU of:
 - \$40,000 = During Year 1
 - \$30,000 = During Year 2
 - \$20,000 = During Year 3
 - \$10,000 = During Year 4
 - \$0 = after completion of Year 4

Statutory/Policy Requirements

ABOR Policy 6-1001 requires board approval of multiple-year employment contracts for Head Women's Basketball Coaches.