

## EXECUTIVE SUMMARY

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**Item Name:**            **Review of Multiple-year Employment Agreement for Women’s Basketball Head Coach (UArizona)**

Action Item

**Requested Action:** The University of Arizona (“UArizona”) asks the board to approve the Second Amended Multiple-year Employment Agreement for Women’s Basketball Head Coach Adia Barnes, as described in this executive summary.

### Background

- UArizona seeks review and recommendation to forward to the board for approval a Second Amended Multiple-year Employment Agreement for Women’s Basketball Head Coach Adia Barnes (“Barnes”) through the period ending April 30, 2026.
- In October 2019, following board approval, UArizona entered into a First Amended Multiple-year Employment Agreement (“First Amended Agreement”) with Barnes with a base annual salary of \$407,500. Under the First Amended Agreement, Barnes also received annual and escalating retention bonuses. If she remained employed for the duration of the First Amended Agreement, the aggregate value of the retention bonuses was \$250,000.
- This is a proposed two-year extension of Barnes’ current contract based on athletic performance and coaching success. She was named the 2020 Naismith Coach of the Year Finalist and 2021 Naismith Coach of the Year Semifinalist. Barnes is the only coach in school history to win at least 20 games twice in her first four seasons. Additionally, Barnes finished second in Pac-12 Coach of the Year voting for the 2020-2021 season. The Women’s Basketball program has been consistently improving under Barnes’ leadership and is widely recognized as a program not just on the rise, but as a program that is already achieving success and poised to continue performing at the highest levels.
- The Women’s Basketball Team was selected as a 3<sup>rd</sup> seed in the Mercado Region of the 2021 NCAA Tournament – their first NCAA Tournament berth since 2005. The team was on track to make the tournament in 2020 and host the first two rounds before COVID-19 prompted the cancellation of last year’s tournament.

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- Other notable achievements under Barnes include:
  - Back-to-back top-four finishes in the Pac-12 for the first time since 2004, thirteen Pac-12 wins this year (the most since 2004), and second place finish in 2021, the best finish since 2004 (co-Pac-10 champs in 2004).
  - Ranked in the Associated Press poll for 33-straight weeks, the longest stretch in school history, and ranked in the top 10 in 13 of the 16 Associated Press polls this season, tying the 1998 school record for most weeks spent in the top 10.
  - Finished second in the Pac-12 in attendance in the 2019-20 season.
  - Won the 2019 WNIT after winning just six games in the previous season. And in winning the WNIT, UArizona broke program and Pac-12 attendance records with a sellout crowd of 14,644 for the championship game victory over Northwestern.
- Based on due diligence, UArizona 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 Duties, Length, and Compensation/Salary Adjustments**

- The proposed Second Amended Multiple-year Employment Agreement term will be five years, ending on April 30, 2026. Barnes' current contract is through April 30, 2024.
- Barnes' programs duties will be those customarily associated with the head coach of a Division I women's basketball program. These include, among other responsibilities, overseeing all aspects of the program, supervising the coaches and other employees, and coaching the student-athletes, athletically and academically, all in accordance with applicable UArizona, ABOR, Pac-12, and NCAA policies, rules, and regulations.
- Barnes' proposed amended base annual salary for 2021-2022 will be \$580,000, and will increase incrementally over the five-year term as follows:
  - Year 2 - \$620,000
  - Year 3 - \$650,000
  - Year 4 - \$725,000
  - Year 5 - \$770,000

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- The escalating retention bonuses in the current contract are eliminated in the Second Amended Multiple-year Employment Agreement.
- 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.
- The Second Amended Multiple-year Employment Agreement will be largely identical to the 2019 contract approved by the board, subject to the few changes indicated in this Executive Summary, as well as updated language regarding NCAA compliance, Title IX responsibilities, and termination for cause.

### **Annual Performance Incentives**

- The Second Amended Multiple-year Employment Agreement does not modify the existing annual performance incentive criteria or incentive payment amounts that were approved by the board in late 2019, and Barnes will continue to be eligible to earn annual performance incentives as set forth below.
- The Second Amended Multiple-year Employment Agreement 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 UArizona or imposed by the conference or the NCAA.
- Academic performance incentive payments are for the highest-ranked achievement in each category and are not cumulative to any lower-ranked achievements, unless otherwise indicated. Payments in each athletic performance incentive (conference and NCAA) category are cumulative, unless otherwise noted. If Barnes were to earn the maximum performance incentive payments allowed, she would receive annual incentive payments of no more than \$305,000 (\$60,000 and \$245,000 for academic and athletic performance achievements, respectively).

#### I. Academic Performance Incentives

##### 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 2019-2020 was 996):

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| <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 UArizona MYAPR for all sports with the MYAPR of all NCAA FBS teams.

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 2019-2020 was 3.207):

| <u>CGPA</u>               | <u>BONUS</u> |
|---------------------------|--------------|
| 3.00 – 3.29 (no rounding) | \$15,000     |
| 3.30 – 3.68 (no rounding) | \$30,000     |
| 3.69 or above             | \$45,000     |

II. Athletic Performance Incentives

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 (highest amount only)

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|---|--------------------------|
| Within the Top Ten<br>11 <sup>th</sup> through 15 <sup>th</sup>   | \$10,000<br>\$5,000      |
| <ul style="list-style-type: none"> <li>• Regular Season Victories<br/>           (excludes exhibition games)           <ul style="list-style-type: none"> <li>25 or more</li> <li>20 to 24</li> </ul> </li> </ul>   |                          |
|   | \$10,000<br>\$5,000      |
| <ul style="list-style-type: none"> <li>• Coach of the Year (highest amount only)           <ul style="list-style-type: none"> <li>• Recognition as Pac-12 Coach of the Year<br/>               OR National Coach of the Year by one of<br/>               AP, WCBA, or Naismith</li> <li>• Recognition as Pac-12 Coach of the Year<br/>               AND National Coach of the Year by one of<br/>               AP, WCBA, or Naismith OR National<br/>               Coach of the Year as voted by more than<br/>               one of AP, WCBA, or Naismith</li> </ul> </li> </ul> |                          |
|   | \$10,000<br><br>\$15,000 |

**Other Provisions**

- Barnes will receive all employee-related benefits normally available to UArizona employees. She will receive additional benefits as well, including tickets to UArizona sporting events, use of one automobile or a stipend, and an opportunity to have guests at post-season women’s basketball tournament appearances with prior Athletic Director approval.
  
- Barnes will have the right to operate private youth basketball camps and clinics on the campus of the UArizona, subject to a separate agreement between UArizona and Barnes for the use of UArizona facilities and/or marks. Barnes 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.
  
- Barnes may enter into personal service agreements with other parties to provide services not reserved to the UArizona within the contract, subject to UArizona approvals and compliance with applicable UArizona, NCAA, Pac-12, and ABOR policies. Currently, Barnes has or will enter into contracts with Learfield IMG (or its parent or affiliate company) and Nike, Inc.

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- To the extent required by NCAA and Pac-12 Conference regulations or UArizona policy, Barnes must disclose all athletics-related outside income to the Athletic Director, UArizona, and the board annually.
- During the duration of the Second Amended Multiple-year Employment Agreement and for a period of one year after expiration or termination of the Agreement for any reason, Barnes will be subject to a covenant not to compete that prevents her from accepting employment as a head coach, assistant coach, or analyst with any Pac-12 institution.
- The Second Amended Multiple-year Employment Agreement may be terminated for cause, in which case UArizona will be liable only for Barnes' 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 UArizona policies and rules; and provisions relating to the failure to maintain high levels of integrity, honesty, moral character, professionalism, and dedication to UArizona and its student athletes.
- Additionally, if Barnes violates NCAA or Pac-12 Conference regulations, she will be required to pay UArizona \$100,000 as liquidated damages and would be required to return sums earned as athletic performance incentives for any victories or championships forfeited or vacated due to such violations.
- If UArizona terminates the Second Amended Multiple-year Employment Agreement without cause, UArizona will pay Barnes liquidated damages for each year or portion (pro rata) remaining in the Agreement, calculated as follows: sixty percent (60%) of Barnes' salary plus that percentage of her salary designated as Employee Related Expenses (as published by UArizona's Financial Services Office) as of the date of termination, plus the value, as assigned by UArizona in its sole discretion, of the automobile provided to Barnes during the term. As with her previous contract approved by the board, in light of the 60% damages calculation above, Barnes will not be obligated to mitigate her loss of income or to offset the amounts paid to her by UArizona if she becomes re-employed during the time when the Agreement would still have been in effect.
- The Second Amended Multiple-year Employment Agreement may be terminated by Barnes without cause. In that event, Barnes will pay to UArizona liquidated damages based on the time remaining in the Agreement, calculated as follows: \$1,000,000 if terminated in Year 1; \$700,000 if terminated in Year 2; \$300,000 if terminated in Year 3; \$100,000 if terminated in Year 4; \$0 if terminated in Year 5.

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- The Agreement will set out Barnes' various compliance obligations, including her obligation to promptly disclose potential NCAA or Pac-12 rules violations, her obligation to comply with NCAA, Pac-12, ABOR, and UArizona rules, regulations, and policies, and her duties under Title IX.

### **Committee Review and Recommendation**

The Finance, Capital and Resources Committee reviewed this item at its April 1, 2021 meeting and recommended forwarding to the full board for approval.

### **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.