

## EXECUTIVE SUMMARY

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### **ACTION ITEM: Softball Head Coach Multiple-Year Employment Contract**

**ISSUE:** Arizona State University (ASU) requests approval of a multiple-year employment contract for Clinton Myers to serve as Softball Head Coach for the period from the execution of the contract through June 30, 2010, pursuant to ABOR policies 6-1001 through 6-1003.

### **BACKGROUND:**

- Coach's salary will be \$86,500.
- Coach's salary will be paid entirely from revenue generated by the Intercollegiate Athletic Department. No part of the salary will be paid from appropriated funds.
- The period of the appointment will be from the date the multiple-year contract is executed through June 30, 2010.
- Coach Myers is a former student-athlete at Arizona State University.
- Coach Myers was a coach at various levels in both softball and baseball at Central Arizona College (CAC) for nineteen years, where he compiled an overall record of 887-235.
- As head coach of the CAC softball team, he built a 481-43 record and guided the team to six national titles, including five in a row (1988-1992), and he earned the National Junior College Athletic Association National Coach of the Year honor six times.
- As a Sun Devil Athlete, Myers was a member of the NCAA College World Series National Runner-up in both 1972 and 1973 before being drafted in the third round by the St. Louis Cardinals.

### **TERMS:**

- Coach's initial salary will be \$86,500 per year, consisting of \$85,500 base salary and \$1,000 additional salary. This will be for basic duties relating specifically to coaching and for additional duties consisting of participation in media programs, development activities, public relations activities and endorsements and other promotional activities.

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The salary will be increased for the year commencing July 1, 2006, and on each July 1 thereafter in percentage increments depending on achievement of the following performance milestones. If no milestones are achieved, the Vice President for University Athletics may give Coach a percentage increase up to, but not exceeding, the increase of service professional employees during the year.

<u>Performance Criteria</u>	<u>Salary Increase</u>
NCAA College World Series Champion	10%
NCAA College World Series Appearance	5%

- Coach may receive, but is not assured, Special Compensation annually. Special Compensation is all amounts designated as being for Coach in agreements negotiated by ASU with manufacturers, retailers, wholesalers, vendors and others relating to use and promotion of athletic equipment, athletic clothing, athletic shoes and other athletic apparel. However, there is a limit on Special Compensation under any and all athletic program shoe and apparel agreements, as to which Coach will receive the amount designated in the agreements for Coach, less \$1,000. An amount of \$1,000 for Coach's promotional and endorsement activities in connection with athletic program shoe and apparel agreements is included in salary.
- Coach may receive Supplemental Compensation annually. Supplemental Compensation consists of one-time payments for performance in a particular year. The percentages are applied to salary.

(1) Academic Performance

<u>Compensation</u>	<u>Academic Year GPA</u> (Fall/Spring semesters)	OR	<u>Graduation Rate</u> (NCAA 4-year rolling rate)
10% of salary	3.30	OR	100%
8% of salary	3.25	OR	95%
6% of salary	3.20	OR	90%
5% of salary	3.15	OR	85%
4% of salary	3.10	OR	80%

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(2) Athletic Performance

There will be only one payment for highest achievement under each section.

(i) Three percent (3%) of salary for Pac-10 Conference Final Team Ranking Champion.

(ii) For post-season competition:

NCAA College World Series Champion	15% of salary
NCAA College World Series Championship Game	10% of salary
NCAA College World Series appearance	5% of salary

(iii) For accolades as coach:

Pac-10 Coach of the Year	4% of salary
National Coach of the Year	4% of salary

- Coach will receive customary employee-related benefits that are normally available to other ASU service professional employees. Coach will receive additional benefits consisting of tickets to ASU sporting events, use of one automobile or a stipend, and specified golf privileges at the ASU Karsten Golf Course.
- Coach will have the right to use ASU facilities to conduct a camp. Coach will pay ASU for use of the facilities. Coach will own all rights to the camp and be solely responsible for payment of all camp expenses.
- Coach may enter into personal service agreements with other parties to provide services not reserved to ASU within the contract so long as such services can be performed within NCAA and ABOR limits. Coach must obtain prior approval of the ASU President for athletics-related income and benefits from sources outside ASU. A copy of the ASU President's approval will be sent to the Board President and the ASU Vice President for University Athletics.
- Coach must submit annually a report of all outside sources of athletics-related income and benefits, which will be provided to the Board President, the ASU President and the ASU Vice President for University Athletics.

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- The 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-10 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 100% 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 term of the contract. ASU will also pay Coach any salary, Special Compensation, and Supplemental Compensation amounts earned through the termination date and reasonably incurred expenses toward the next camp. ASU will not be liable to Coach for other university benefits or collateral business opportunities.
- If Coach terminates the contract early and takes another NCAA Division I intercollegiate coaching position or a professional coaching position, ASU may require Coach to pay ASU 100% of the amount of salary for the remaining term of the contract.
- If Coach terminates the contract, Coach may not obtain employment as head coach with any Pac-10 Conference school for the time period remaining under the contract.
- Coach may not accept from any third party anything of economic value in excess of \$250 as a gift, gratuity, favor, or entertainment without the prior approval of the ASU Director of Intercollegiate Athletics.

## **RECOMMENDATION:**

RESOLVED: That Arizona State University be, and hereby is, authorized to enter into a multiple-year employment contract with Clinton Myers according to the terms and conditions set forth in this executive summary.