

**COMMITTEE ON COMPENSATION
MAY 2008**

**RETENTION INCREASE IN CONTRACT COMPENSATION FOR JOANNE P. BOYLE AS
HEAD WOMEN'S BASKETBALL COACH, BERKELEY CAMPUS**

RECOMMENDATION

The Committee on Compensation recommended to the Regents approval of the following revised compensation terms for Head Women's Basketball Coach, Joanne Boyle, Berkeley campus, 100 percent time. Pending approval by the Regents of these compensation terms, Ms. Boyle's revised contract will be effective April 15, 2007 and terminate April 14, 2014, unless terminated earlier pursuant to the term of the Employment Contract or unless the parties agree in writing to the terms of a successor contract or a contract extension prior to that date.

It was deemed essential to enter into expeditious negotiations with Ms. Boyle concerning an enhancement and extension of her current contract when she was recruited by two other institutions in spring 2007. The current contract ends April 14, 2010 and, pending approval, will be extended an additional 4 years.

The following terms and conditions are reflected in the proposed contract:

- (1) Base Salary: This contract increases Coach's annual base salary from \$158,000 to:

<u>Effective Dates</u>	<u>Amount</u>	<u>Percent Increase</u>
04/15/2007 – 04/14/2008	\$232,500	(47.2 percent)
04/15/2008 – 04/14/2009	\$241,688	(4.0 percent)
04/15/2009 – 04/14/2010	\$251,198	(3.9 percent)
04/15/2010 – 04/14/2011	\$261,039	(3.9 percent)
04/15/2011 – 04/14/2012	\$271,475	(4.0 percent)
04/15/2012 – 04/14/2013	\$281,768	(3.8 percent)
04/15/2013 – 04/14/2014	\$292,680	(3.9 percent)

- (2) Talent Fee: This contract increases Coach's annual talent fee from \$172,000 to:

<u>Effective Dates</u>	<u>Amount</u>	<u>Percent Increase</u>
04/15/2007 – 04/14/2008	\$292,500	(70.1 percent)
04/15/2008 – 04/14/2009	\$301,688	(3.1 percent)
04/15/2009 – 04/14/2010	\$311,198	(3.2 percent)
04/15/2010 – 04/14/2011	\$321,039	(3.2 percent)
04/15/2011 – 04/14/2012	\$331,475	(3.3 percent)
04/15/2012 – 04/14/2013	\$341,768	(3.1 percent)
04/15/2013 – 04/14/2014	\$352,680	(3.2 percent)

- (3) This contract provides opportunity to earn annual supplemental compensation of up to **\$315,786** in the initial year of the contract and up to **\$374,311** (does not include estimate of Season Ticket Incentive Bonus or Game Tickets) in the last year of the contract. In addition to the annual guaranteed income, Coach will receive the following performance bonuses for each

Contract Year in which such performance is achieved. All bonuses are calculated as a percentage of total guaranteed income (base plus talent fee).

A. Pac-10 Regular Season and Pac-10 Tournament Championships:

In the event the University of California Women's Basketball team earns the Pac-10 Regular Season and/or Pac-10 Tournament Championships, in any given Contract Year, Coach will receive each of the following bonus payments based upon performance levels achieved as set forth below.

<u>Achievement</u>	<u>Percentage</u>	<u>Bonus Amount</u>
		FY 2007/08 – 2013/14
Pac-10 Regular Season Championship (or Co-Championship)	3 percent	(\$15,750 – 19,361)
Pac-10 Tournament Championship	3 percent	(\$15,750 – 19,361)

B. NCAA Tournament Participation:

In the event that the University of California Women's Basketball team participates in the NCAA tournament, in a Contract Year, Coach will receive each of the following bonus payments for performance levels achieved as set forth below.

<u>Achievement</u>	<u>Percentage</u>	<u>Bonus Amount</u>
		FY 2007/08 – 2013/14
NCAA Tournament Participation	3 percent	(\$15,750 – 19,361)
Round of 32 Participation	3 percent	(\$15,750 – 19,361)
Sweet Sixteen	3 percent	(\$15,750 – 19,361)
Elite Eight	3 percent	(\$15,750 – 19,361)
Final Four	3 percent	(\$15,750 – 19,361)
Championship Game Participation	3 percent	(\$15,750 – 19,361)
NCAA Championship	6 percent	(\$31,500 – 38,722)

During the course of this contract, the first time the Women's Basketball Team and Coach achieve an NCAA Tournament level of Round of 32 or higher, Coach shall receive a 5% "enhanced bonus," as shown below, in lieu of the 3% bonus for that level. Subsequent achievements of that same level will be at the 3% bonus level. If the Women's Basketball Team and Coach achieve multiple levels for the first time in the same contract year, Coach may receive multiple "enhanced bonuses".

<u>Achievement (Enhanced Bonuses)</u>	<u>Percentage</u>	<u>Bonus Amount</u>
		FY 2007/08 – 2013/14
Round of 32 Participation	5 percent	(\$26,250 – 32,268)*
Sweet Sixteen	5 percent	(\$26,250 – 32,268)*
Elite Eight	5 percent	(\$26,250 – 32,268)*
Final Four	5 percent	(\$26,250 – 32,268)*
Championship Game Participation	5 percent	(\$26,250 – 32,268)*

C. Coaching Awards: In the event that Coach receives the following coaching awards, Coach will receive the applicable bonus payment identified.

<u>Achievement</u>	<u>Bonus Amount</u>
Pac-10 Coach of the Year	3 percent (\$15,750 – 19,361)
National Coach of the Year	6 percent (\$31,500 – 38,722)

D. Support of Academic Objectives: Coach will receive highest applicable bonus.

<u>Achievement</u>	<u>Bonus Amount</u>
> 2.80 team GPA (fall and spring terms) and >960 APR	1 percent (\$5,250 – 6,454)
> 2.90 team GPA (fall and spring terms) or > 975 APR	2 percent (\$10,500 – 12,907)
> 3.00 team GPA (fall and spring terms) or > 990 APR	3 percent (\$15,750 – 19,361)

E. Team/Program Achievements:

<u>Achievement</u>	<u>Bonus Amount</u>
Top 25 Finish	3 percent (\$15,750 – 19,361)

Qualifying rankings are exclusively as follows: Associate Press and ESPN/USA Today Coaches Poll.

Top 25 Recruiting Class	1 percent (\$5,250 – 6,454)
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Qualifying Recruiting Rankings are exclusively as follows: All Star Girls Report, Hoop Gurlz Report or Blue Star Index. Director of Athletics will review the selection of these rankings on an annual basis and add or remove rankings as appropriate based on legitimacy of ranking service. All prospects from signing class must enroll in school in order to qualify for this bonus.

20 Win Season (Regular and Post-Season)	2 percent (\$10,500 – 12,907)
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F. Season Ticket Incentive Bonus: Coach will receive \$10 for every full-price season ticket sold and \$5 for every discounted season ticket sold in a Contract Year. The Season Ticket Incentive Bonus will be in one lump sum not later than June 1 following the season in the Contract Year which such bonus is earned. The value based on the 2007 season (140 full-price and 266 discounted tickets sold) is **\$2,730**.

G. Camp: The University agrees that for the duration of this Employment Contract, Coach shall be assigned to serve as an administrator and instructor for a minimum of two weeks in the University's camp ("Cal Camp") program. Coach agrees to make herself available to the University for the aforementioned Cal Camp program at times determined by the Director of Intercollegiate Athletics.

H. Tickets: Coach is entitled to receive complimentary tickets to Cal Athletic events as follows:

Home women's basketball games: ten (10) season tickets
 Road women's basketball games: six (6) each game
 Home men's basketball games: two (2) season tickets
 Football: four (4) season tickets

The value of these tickets for the 2007-08 season is **\$3,556**.

- I. **Signing Bonus:** At the discretion of the Director of Athletics, Head Coach will receive a signing bonus of **\$5,000** paid as a non-base building lump sum.

This contract is for a revenue sport and as such contains a penalty clause for early termination. In the event Coach terminates her employment prior to the end of this Employment Contract, Coach shall pay to the University the sum of \$100,000. Until such time as renovations are made to the women's basketball offices and appropriate improvements are made to the condition of the practice flooring, this sum shall be reduced to \$50,000.

If the University terminates the contract early without cause, the campus shall continue to pay an amount equal to Coach's base salary during what would have been the remaining term of the employment contract had it not been terminated. Campus shall also pay Coach a pro-rated portion of her talent fee based upon talent fee services rendered during the contract year in which the termination occurred. The Athletic Director will have the sole discretion to determine the amount of the pro-rated talent fee to be paid.

The compensation provided under this contract is funded exclusively from athletic department revenues (including athletic equipment supplier agreements) and private fundraising. No State or general campus funds are used in this arrangement.

Additional elements of compensation include:

- Per contract, but inconsistent with policy, 20 working days vacation per each twelve-month period of the contract. Coach may not have more than 20 working days of accrued vacation leave at any time during the employment contract. When 20 days of accrued vacation is reached, Coach will cease to earn additional vacation leave until accrued vacation balance is less than 20 working days.
- Per contract and consistent with policy, 8 hours of sick leave accrued each month.
- Per contract and consistent with policy, eligible for Standard Health & Welfare benefits.
- Per contract and consistent with practice, one courtesy car. It is understood that this perquisite may be withdrawn by the Director of Intercollegiate Athletics at any time in her sole, exclusive discretion.

The compensation described above shall constitute the University's total commitment until modified by the Regents and shall supersede all previous oral or written commitments.

BACKGROUND

In response to outside offers, the campus has had to renegotiate the contract for Head Women's Basketball Coach Joanne Boyle. The package the campus is proposing increases her base salary by 47.2 percent to \$232,500 and her Talent Fee by 70.1 percent to \$292,500, for a guaranteed annual compensation of \$525,000 the first year of her seven-year contract and total potential cash compensation of \$1,153,016. Her guaranteed compensation increases by approximately 3.9 percent each year for a total increase of approximately 23 percent for the seven-year contract period. In

addition to the increased compensation, the contract will be extended for an additional four years. The additional elements of compensation, as noted above, have not been changed.

The campus initiated the contract process in early 2007 and all parties were agreed in principle to the point that Ms. Boyle agreed in April 2007 to stay at UC Berkeley. Unfortunately, it has taken the last eleven months of active negotiations with Ms. Boyle's attorney to refine the incentive and academic bonuses contained in the contract to the satisfaction of all parties.