

**COMMITTEE ON COMPENSATION  
JULY 2007**

**CONTRACT COMPENSATION FOR BEN BRAUN AS HEAD MEN'S  
BASKETBALL COACH, BERKELEY CAMPUS**

**RECOMMENDATION**

The Committee on Compensation recommends to The Regents approval of the following revised compensation terms for Head Men's Basketball Coach, Ben Braun, Berkeley campus, 100 percent time. Pending approval by The Regents of these compensation terms, Mr. Braun's revised contract will be effective May 2007 and terminate on April 30, 2011, 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.

The only changes to the terms and conditions of Mr. Braun's contract are that it is being extended two years. The current termination date is April 30, 2009 and, pending approval by The Regents, will be changed to April 30, 2011. It was deemed necessary to enter into negotiations with Mr. Braun concerning an extension of his current contract for recruiting purposes.

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

- (1) Base Salary: This contract does not increase Coach Braun's annual base salary over the previous contract.

<u>Effective Dates</u>	<u>Amount</u>	<u>Percent Increase</u>
05/01/07 – 04/30/08	\$156,000	0 percent
05/01/08 – 04/30/09	\$159,000	2 percent
05/01/09 – 04/30/10	no less than \$159,000	0 percent
05/01/10 – 04/30/11	no less than \$159,000	0 percent

- (2) Talent Fee: This contract does not increase Coach Braun's annual talent fee over the previous contract.

<u>Effective Dates</u>	<u>Amount</u>	<u>% Increase</u>
05/01/07 – 04/30/08	\$794,000	0 percent
05/01/08 – 04/30/09	\$826,000	4 percent
05/01/09 – 04/30/10	no less than \$826,000	0 percent
05/01/10 – 04/30/11	no less than \$826,000	0 percent

- (3) Additionally, this contract provides the opportunity to earn supplemental compensation of up to \$320,745 per annum, as detailed below:

- A. Performance Bonuses: In the event that Coach Braun or the Men's Basketball team, during the term of this Employment Contract, accomplishes the following, Coach

Braun shall receive supplemental compensation during the contract year in which the accomplishment occurs as follows:

<u>Accomplishment</u>	<u>Bonus Amount</u>
Team wins Pac10 Regular Season Championship	\$15,000
Team wins Pac10 Tournament	\$15,000
Team wins both Pac10 Regular Season and Pac 10 Tournament	\$10,000
Selected for participation in NCAA Championship Tournament	\$25,000
Team participates in NCAA Round of 32	\$5,000
Team participates in NCAA Sweet Sixteen	\$32,500
Team participates in NCAA Round of Eight	\$10,000
Team participates in NCAA Final Four	\$65,000
Team wins the NCAA National Championship	\$25,000
Selected for participation in NIT Tournament	8.33% of base salary
Selected as Pac10 or NCAA Coach of the Year	\$25,000

Coach Braun is eligible to receive more than one bonus.

- B. Camps and Clinics: At the discretion of the Director of Athletics, Coach Braun will receive a stipend of **\$60,000 annually** for participating in summer camps.
- C. Academic Performance Bonus: At the discretion of the Director of Athletics, Coach may be awarded a bonus of up to **\$20,000** based upon maintenance and/or improvement in the current team cumulative GPA and NCAA APR statistics (2.80 team GPA/950 APR).

This contract contains a penalty clause for early termination. If Coach Braun terminates his employment before April 30, 2009, he shall pay \$500,000 to the University. If Coach Braun terminates his employment before April 30, 2010, he shall pay \$400,000 to the University. If Coach Braun terminates his employment before April 30, 2011, he shall pay \$200,000 to the University.

In the event the University terminates this Employment Contract without cause, the University shall continue to pay Coach as follows: Coach's base salary and talent fee in amounts noted above, paid out in monthly installments, until April 30, 2009; after May 1, 2009 University shall pay Coach \$400,000; after May 1, 2010 University shall pay Coach \$200,000. University will pay any additional bonus income earned prior to the date of termination. The University will not be responsible for paying unearned bonus/stipend income in this circumstance. If Coach Braun secures employment during this time, these payments will be reduced by such amounts.

The compensation provided under this contract is funded exclusively from athletic department revenues and private fundraising and no State or general campus funds are used in this arrangement.

Additional elements of compensation include:

- Per contract, 16 hours of vacation leave are accrued each month of the contract. Coach may not accrue above PPSM policy accrual limits at any time.
- Per contract, 8 hours of sick leave are accrued each month of the contract.
- Per policy, eligible for standard Health & Welfare benefits.
- Consistent with practice, one courtesy vehicle or stipend of \$450 per month if vehicle is not available.
- Apparel with a value of approximately \$7,500 per contract year.
- Spouse or Partner travel for required events outside the San Francisco Bay Area, and other travel as approved by the Director of Athletics.

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**

The campus has renegotiated an extension to the contract for Head Men's Basketball Coach – Ben Braun in order to retain him for an additional two years in order to give some assurance to the student-athletes who he is recruiting that he will be here during their entire four years. The current contract ends April 30, 2009, and the compensation elements for the last year of the current contract will remain in place for the two additional years of the extension.