

**COMMITTEE ON COMPENSATION  
JULY 18, 2007**

**CONTRACT COMPENSATION FOR NEIL MCGUIRE AS HEAD WOMEN'S SOCCER  
COACH, BERKELEY CAMPUS**

**RECOMMENDATION**

The campus undertook negotiations with Neil McGuire to employ him as head coach for women's soccer on the Berkeley Campus upon the resignation of former head coach, Kevin Boyd.

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

- (1) **Base Salary:** This contract establishes an initial base salary of **\$105,000**, with annual increases of 3% as follows:

<u>Effective Dates</u>	<u>Amount</u>	<u>Percent Increase</u>
05/17/07 – 06/30/08	\$105,000	Appointment Salary
07/01/08 – 06/30/09	\$108,150	3 percent
07/01/09 – 06/30/10	\$111,395	3 percent
07/01/10 – 06/30/11	\$114,735	3 percent

- (2) Additionally, this contract provides the opportunity to earn supplemental compensation of up to **\$148,900** per annum, as detailed below:

- A. Performance Bonuses:** In the event that Coach McGuire or the Women's Soccer team, during the term of this Employment Contract, accomplishes the following, Coach McGuire shall receive supplemental compensation during the contract year in which the accomplishment occurs as follows:

<u>Accomplishment</u>	<u>Bonus Amount</u>
Team wins the Pac10 Championship	\$4,000
Team participates in NCAA 1 <sup>st</sup> Round	\$3,000
Team participates in NCAA 2 <sup>nd</sup> Round	\$4,000
Team participates in NCAA Sweet 16	\$4,000
Team participates in NCAA Championship Quarterfinals	\$4,000
Team participates in NCAA College Cup Semifinals	\$4,500
Team participates in NCAA College Cup Final	\$5,000
Team wins the NCAA Championship	\$5,000

Coach is eligible to receive identified bonuses for all levels of accomplishment achieved in a Contract Year.

- B. Camps and Clinics:** At the discretion of the Director of Athletics, Coach McGuire may earn up to **\$100,000** annually for participating in summer camps.
- C. Signing Bonus:** Upon full execution of the contract addendum, Coach McGuire will receive a signing bonus of **\$10,000**. This bonus must be repaid in full if Coach McGuire terminates his employment before May 16, 2008.
- D. Courtesy Car Stipend:** In lieu of a courtesy vehicle, Coach McGuire will receive a stipend of **\$450** per month.

This contract does not contain a penalty clause for early termination. If Coach McGuire terminates before the expiration of the agreement, he simply loses the benefits of the agreement, and all University obligations cease.

If the University terminates the contract early without cause, the University will owe the base salary in amounts noted above, paid out in monthly installments, and any additional earned bonus income. The University will not be responsible for paying unearned bonus/stipend income in this circumstance. If Coach secures employment during this time, any 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, 12 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.
- Apparel with a value of approximately \$2,000 per contract year.
- Per contract, but as an exception to policy, up to a maximum of thirty days of temporary housing will be provided.
- Per contract, but as an exception to policy, one preliminary trip for Coach and spouse to find housing.
- Per policy, up to a maximum of thirty days of temporary storage will be provided.
- Per policy, travel expenses for Coach and immediate family (excluding pets) will be provided.

- Per contract, but as an exception to policy, 100% reimbursement for moving costs.  
*(reimbursement of moving costs is 50% for MSP)*

[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. All compensation (as defined in the Regents' 1993 Principles for Review of Executive Compensation) in this recommendation will be released to the public immediately following execution contingent upon the candidate's acceptance of the offer]

## **BACKGROUND**

The campus is filling this position in response to a vacancy created with the departure of the previous coach in March 2007. The campus has negotiated the contract with Neil McGuire at the conclusion of a national search. The contract will be effective May 17, 2007 pending approval by The Regents. Coach McGuire's sophisticated knowledge of the game, his demonstrated success at recruiting, and his philosophy and style of coaching are rooted in the value of athletics as an educational endeavor, and led the administration to conclude that he is the best candidate for the job.