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RECORDS MANAGEMENT AND INFORMATION PRACTICES 10920 WILSHIRE BOULEVARD, 5TH FLOOR LOS ANGELES, CALIFORNIA 90024-6302

VIA EMAIL

October 7, 2014

Matthew Joye Daily Bruin

Email: mjoye@media.ucla.edu

Re: Public Records Request - PRR # 14-2335

Dear Mr. Joye:

This is a response to your request for public records under the California Public Records Act (CPRA), dated October 5, 2014, which UCLA received on October 6, 2014, in which you requested "UCLA men's basketball coach Steve Alford's contract extension, which was announced by the UCLA Athletic Department on Friday, Oct. 3." UCLA departments completed the search for the responsive documents and, pursuant to California Government Code section 6253, we are making the requested records/data available to you. Please find enclosed all such records that were found to be responsive to your request.

Although the CPRA authorizes UCLA to charge for reproduction costs and/or programming services, [1] as a courtesy these fees have been waived. Any subsequent requests may be subject to copying and/or programming fees.

This completes the response to your request. Should you have any questions, please contact me at (310) 794-8741 or via email at rkatsura@finance.ucla.edu and reference the PRR number found above in the subject line.

Sincerely,

Rebecca Katsura

Office Coordinator, Information Practices

(310) 794-8741 | (310) 794-8961 (fax) | records@ucla.edu

^[1] California Government Code §6253(b)

UCLA Head Coach Agreement AMENDMENT NO. 1

For good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the Full Time Coach Agreement ("FTC Agreement") effective March 30, 2013, by and between The Regents of the University of California, on behalf of its Los Angeles campus ("UCLA"), and UCLA Head Men's Basketball Coach, Steve Alford ("Coach"), is hereby amended effective September 1, 2014, as follows,

I. Amendment to Section 2, Term of Employment, of the FTC Agreement

The period of employment shall be extended with a new end date of April 30, 2021.

II. Amendment to Section 3, Compensation, of the FTC Agreement

Section **3.3.1** A., *Academic Achievement Bonus Payments*, is deleted and replaced with the following:

A. Academic Achievement:

I. Academic Progress Rate (APR) greater than 930: \$10,000

III. Amendment to Section 5, Termination, of the FTC Agreement

Section 5.2, Termination by the Employee, is deleted and replaced with the following:

5.2 Termination by the Employee.

There is reserved to Coach the right to terminate this Agreement at any time by providing written notice to the Director. Such termination by Coach must occur, however, at a time outside the **Men's Basketball** playing season or the **Men's Basketball** recruiting season as defined by the NCAA, with the exception of the thirty (30) days immediately following the last regularly scheduled game of the **Men's Basketball** season in the calendar year in which Coach so terminates this Agreement, so as to minimize the impact of such termination upon UCLA's **Men's Basketball** program. Exceptions to this provision can be approved only with the prior, express written agreement of the Director. Upon termination by Coach, all future rights and obligations between the parties under this Agreement shall cease; with the exception that, in the event Coach terminates prior to April 30, 2021, Coach termination, or "buyout," amount shall be:

- I. **\$10,400,000** if prior to April 30, 2017;
- II. \$7,800,000 if prior to April 30, 2018;
- III. \$5,200,000 if prior to April 30, 2019; and

IV. Coach's Gross Earnings over \$2,000,000 with a maximum payment of \$1,000,000 from Coach to University if Coach terminates prior to April 30, 2020.

Section 5.3, Termination without Cause, is deleted and replaced with the following:

5.3 Termination without Cause.

In addition to, and exclusive of, the provisions of Sections 2, 4, 5.1, and 5.2 of this Agreement, there is also reserved to University the right to terminate this Agreement without cause at any time. The parties hereto agree that, in the event this right to terminate is exercised, University shall only be obligated to pay as follows: The amount of Base Salary, Talent Fee and Deferred Compensation identified in Sections 3.1, 3.2, and 3.3 of this Agreement during the remainder of the contract year (ending April 30) in which the termination occurred; and

- I. If University terminates without cause prior to April 30, 2017, the amount of \$10,400,000, paid in substantially equal monthly installments through April 30, 2021:
- II. If University terminates without cause prior to April 30, 2018, the amount of \$7,800,000, paid in substantially equal monthly installments through April 30, 2021:
- III. If University terminates without cause prior to April 30, 2019, the amount of \$5,200,000, paid in substantially equal monthly installments through April 30, 2021:
- IV. If University terminates without cause prior to April 30, 2020, the amount of \$2,600,000, paid in substantially equal monthly installments through April 30, 2021;

The Director, at his option and in his sole discretion, may elect to make any payment(s) made pursuant to this Section 5.3 in a lump sum within one hundred and eighty (180) days of such termination or in equal installments ending as of the date this Agreement would have terminated but for the exercise of University's right to terminate without cause.

Section **5.3.1**, *Income from another Source*, is deleted and replaced with the following:

5.3.1 Income from another Source. For sections 5.3.I. through 5.3.III: It is expressly understood by the parties hereto that any payments made to Coach as base salary under the provisions of Section 5.3 shall be reduced by any gross amounts to which Coach shall become entitled from all other sources of income, including University, as and for compensation for the rendition of services by Coach during the period of time in which Coach, pursuant to this

Agreement, would have been employed by University if University had not so terminated this Agreement.

For section 5.3.IV.: It is expressly understood by the parties hereto that any payments made to Coach as base salary, talent fee and deferred compensation under the provisions of Section 5.3 shall be reduced by any gross amounts to which Coach shall become entitled from all other sources of income, including University, as and for compensation for the rendition of services by Coach during the period of time in which Coach, pursuant to this Agreement, would have been employed by University if University had not so terminated this Agreement.

Coach agrees promptly to provide University with copies of his income tax returns for any year in which University makes payment(s) under this section, as well as provide all data that will enable University to implement its rights herein on a current basis. Coach warrants that he shall not enter into any employment arrangements (including "volunteer" or "trial" arrangements) utilizing deferred or partially deferred compensation arrangements, regardless of how such arrangements are characterized.

This Amendment No.1 supersedes any previous amendments, whether oral or written. In all other respects, the terms and conditions of the FTC Agreement with an effective date of March 30, 2013, shall remain in full force and effect during the Term.

(Date)

THE REGENTS OF THE

UNIVERSITY OF CALIFORNIA

By:

Daniel G. Guerrero Athletic Director

University of California, Los Angeles

COACH

Steve Alford

Head Men's Basketball Coach

University of California, Los Angeles

(Date)