

REPORT ON INTERIM ACTIONS

March 15, 2007

TO THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

INFORMATION ITEM

Report of Actions Taken Between Meetings

In accordance with authority previously delegated by The Regents, interim action was taken on routine or emergency matters as follows:

- A. The Vice Chairman of the Board, the Chair of the Committee on Compensation, and the President of the University approved the following recommendation:

Contract Compensation for DeWayne Walker as Assistant Coach (Football Defensive Coordinator), Los Angeles Campus

Approval of the following items in connection with the contract compensation of DeWayne Walker as Assistant Coach (Football Defensive Coordinator), Los Angeles campus:

Corrections to certain aspects of Mr. Walker's compensation (Contract effective January 30, 2006 through June 30, 2007) which were erroneously reported to The Regents at the January 2007 meeting:

- (1) Correction of his current base salary from \$170,000 to \$150,000 effective July 1, 2006.
- (2) Retroactive approval of a \$20,000 increase to his talent fee from \$100,000 to \$120,000 to July 1, 2006.

The following terms and conditions are reflected in the new proposed contract to be effective January 1, 2007 through June 30, 2008:

- (3) The proposed contract increases his talent fee from \$120,000 to \$180,000 annually.
- (4) This proposed contract does not increase his annual base salary of \$150,000.
- (5) The proposed contract does not increase his supplemental compensation of up to \$20,000 annually, as detailed below.

<u>Accomplishment</u>	<u>Amount</u>
Post-Season Bowl Appearances:	
Participation in Non-BCS Bowl Champion Series Bowl (UCLA receiving <\$1million)	\$ 4,000
Participation in Non-BCS Bowl Champion Series (UCLA receiving >\$1million)	\$ 6,500
Participation in Bowl Champion Series (“BCS”) Bowl	\$10,000
National Championship Win (includes BCS participation noted above)	\$20,000

- (6) This proposed contract provides for new summer camp revenue sharing at an amount of up to \$10,000 annually.

Total proposed, potential annual compensation:

Annual base salary:	\$150,000
Talent Fee:	\$180,000
Supplemental Compensation (up to):	\$ 20,000 (up to)
Summer Camp:	<u>\$ 10,000</u> (up to)
	\$360,000

If Coach is terminated for cause, all obligations will cease; if Coach is terminated without cause (section 9(a) of the contract), the University will owe the remaining balance on the \$150,000 annual base (4(a)), plus the annual “royalty” (talent fee) of \$180,000 (4(d)). Finally, Coach is free to terminate at any time other than during the football season (8(b)), and there is no penalty clause.

The compensation provided under this contract will be paid from existing non-State fund sources, including already received ticket revenue.

Additional elements of compensation currently provided and will continue to be provided include:

- Per policy, eligible for standard Pension and Health and Welfare Benefits
- Per contract, one courtesy automobile

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 approval by The Regents.

- B. The Chairman of the Board and the Chair of the Committee on Compensation approved the following recommendation:

Appointment of Ann Parode Dynes as Associate of the President and Retroactive Approval of Appointments of Associates of the Chancellors

The President has requested The Regents' approval of the following items in connection with the appointment of Ann Parode Dynes as Associate of the President and retroactive approval of the appointments of the current Associates of the Chancellors:

- (1) Appointment of Ann Parode Dynes as Associate of the President effective March 3, 2007 and extending through the period of President Dynes' tenure as President.
 - (2) Retroactive written approval by The Regents of the Presidents' previous approvals of the appointments of the current Associates of the Chancellors at the Berkeley, Davis, Irvine, Riverside, San Diego, San Francisco, and Santa Barbara campuses.
 - (3) These appointments are subject to the Policy on Associate of the President/Chancellor, as well as the companion guidelines for implementation of the policy, copies of which are attached. This policy is being revised and will be submitted to The Regents for review at a later date.
- C. The Chairman of the Board, the Chair of the Committee on Grounds and Buildings, and the President of the University concurred in the following recommendation:

Amendment of the Budget for Capital Improvements and the Capital Improvement Program for UCDCM Central Plant Utilities Extension, Davis Medical Center, Davis Campus

That the 2006-07 Budget for Capital Improvements and the Capital Improvement Program be amended to include the following project:

Davis: UCDCM Central Plant Utilities Extension – preliminary plans, working drawings, and construction – \$11,057,000, to be funded from hospital reserves.

Anne L. Shaw

(Attachments)

POLICY ON ASSOCIATE OF THE PRESIDENT/CHANCELLOR

Upon the recommendation of a Chancellor, the President may approve the appointment of the Chancellor's spouse as Associate of the Chancellor, and upon consultation with the Chairman of the Board of Regents, the President may authorize the appointment of the President's spouse as Associate of the President.

This appointment is intended to reflect and to recognize the contributions and services to the University of those spouses when acting on behalf of the University and/or the President/Chancellor, e.g., at meetings, workshops, conferences, University and community activities, alumni and fundraising events, faculty/student/staff activities, and when hosting official University events. This appointment also acknowledges the Associates' oversight responsibilities in planning and arranging many of the above functions and in the management of official University residences. This appointment is not automatic but is conditional on the spouse's being significantly involved in the activities and functions noted above. This appointment is without salary.

The following will be provided to the Associate of the President/Chancellor:

1. A University identification card will be issued which will provide access to University libraries and other University facilities, in accordance with campus procedures.
2. University-related travel expenses incurred by an Associate, including the expenses associated with the use of a personal automobile, will be reimbursed in accordance with the procedures contained in Business and Finance Bulletin G-28, Policy and Regulations Governing Travel.
3. The University will provide business travel insurance coverage, equivalent to that provided to paid University employees, for an Associate while traveling on University business.
4. The University will provide workers' compensation coverage for an injury arising out of the course and scope of the service performed as an Associate, in accordance with the California Workers' Compensation Act.
5. The University will provide defense and indemnification for an Associate with respect to claims resulting from acts or omissions in the service performed as an Associate, except when the action or failure to act resulted from actual fraud, corruption, or malice.
6. Business cards with the Associate title will be provided by the University.
7. The University will provide courtesy parking permits for use at University-owned facilities.

**GUIDELINES FOR IMPLEMENTATION OF THE POLICY ON
ASSOCIATE OF THE PRESIDENT/CHANCELLOR**

1. The title "Associate of the President/Chancellor" will be established and a title code assigned by the Office of Human Resources, Office of the President.
2. To receive authorization for the appointment of a Chancellor's spouse as Associate of the Chancellor, the Chancellor shall submit a written request to the President. If approved, the President shall authorize use of the title in a letter to the Chancellor.
3. After consultation with the Chairman of the Board of Regents, the President may authorize use of the title Associate of the President.
4. Upon authorization, the Office of the Chancellor (or President) shall initiate a Personnel Action Form (PAF) establishing this position in the Payroll/Personnel System.
5. A University identification card will be issued in accordance with campus procedures.
6. Access to University libraries and other University facilities will be provided in accordance with campus procedures.
7. Reimbursement for University-related travel expenses, including the expenses associated with the use of a personal automobile, will be provided in accordance with the procedures contained in Business and Finance Bulletin G-28, Policy and Regulations Governing Travel. Costs of travel expenses shall be charged to campus unrestricted (non-State) funds.
8. The Office of the President, Risk Management, will modify the University's business travel insurance contract so that coverage equivalent to that provided to paid University employees is provided for an Associate while traveling on University business.
9. Workers' compensation coverage is extended to cover an injury arising out of the course and scope of the service performed as an Associate.
10. Indemnification coverage is extended to provide for the defense and indemnification of an Associate with respect to claims resulting from acts or omissions in the service performed as an Associate, except when the action or failure to act resulted from actual fraud, corruption, or malice.
11. Business cards will be provided by the campus. The cost of business cards shall be paid by campus unrestricted funds.
12. The President will issue courtesy parking permits for use by the Associate at University-owned facilities.