COMMITTEE ON COMPENSATION  
September 21, 2006

TO THE COMMITTEE ON COMPENSATION

The Committee forwards the following compensation items from its Closed Session meeting for approval:

A. Appointment Salary for Howard K. Hatayama as Division Director–Environment, Health, and Safety, Lawrence Berkeley National Laboratory

Approval of the following items in connection with the appointment of Howard K. Hatayama, Lawrence Berkeley National Laboratory (LBNL):

(1) To the title of Division Director–Environment, Health, and Safety, LBNL Salary Grade 197.1

(2) At a salary of $214,200,100 percent time.

(3) An effective date of October 1, 2006.

Additional items of compensation include:

• Per policy, standard Pension and Health and Welfare benefits.

The source of funds for payment of this compensation item is DOE funds as provided under the University’s contract with the DOE. DOE approval of this appointment is pending.

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.
B. **Promotional Increase for Bill W. Colston, Jr., as Chemical and Biological Countermeasures Division Leader for the Nonproliferation, Homeland and International Security Directorate, Lawrence Livermore National Laboratory**

Approval of a promotional increase for Bill W. Colston, Jr., as Chemical and Biological Countermeasures Division Leader for the Nonproliferation, Homeland and International Security Directorate, Lawrence Livermore National Laboratory of $15,504 (8.3 percent), to increase his salary from $186,096 to $201,600. This appointment is at 100 percent time, and the promotional increase is effective retroactive to August 1, 2006. Lawrence Livermore National Laboratory conducted a search to fill the position of Chemical and Biological Countermeasures Division Leader for the Nonproliferation, Homeland and International Security (NHI) Directorate.

The source of funds for payment of this compensation item is DOE funds as provided under the University’s contract with the DOE. Lawrence Livermore National Laboratory has received DOE approval for this appointment compensation.

Additional items of compensation include:

- Per policy, standard Pension and Health and Welfare benefits.

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.

C. **Promotional Increase for Kathryn Craft Rogers as Principal Deputy Associate Director for Administration and Human Resources Directorate, Lawrence Livermore National Laboratory**

Approval of a promotional increase for Kathryn Craft Rogers as Principal Deputy Associate Director for the Administration and Human Resources Directorate, Lawrence Livermore National Laboratory, of $23,400 (13 percent), to increase her salary from $180,000 to $203,400. This appointment is at 100 percent time, and the promotional increase is effective August 21, 2006. Lawrence Livermore National Laboratory conducted a search to fill the position of Principal Associate Director for the Administration and Human Resources Directorate.

The source of funds for payment of this compensation item is DOE funds as provided under the University’s contract with the DOE. Lawrence Livermore National Laboratory has received DOE approval for this appointment compensation.

Additional items of compensation include:

- Per policy, standard Pension and Health and Welfare benefits.
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.

D. **Promotional Increase for Patricia A. Damkroger as Deputy Department Head for Computing Applications and Research Department in the Computation Directorate, Lawrence Livermore National Laboratory**

Approval of a promotional increase for Patricia A. Damkroger as Deputy Department Head for Computing Applications and Research (CAR) Department, Computation Directorate, Lawrence Livermore National Laboratory of $14,400 (7.6 percent), to bring her salary from $189,600 to $204,000. This appointment is at 100 percent time, and the promotional increase is effective August 1, 2006. Lawrence Livermore National Laboratory conducted a search to fill the position of Deputy Department Head for the CAR Department, Computation Directorate.

The source of funds for payment of this compensation item is DOE funds as provided under the University’s contract with the DOE. Lawrence Livermore National Laboratory has received DOE approval for this appointment compensation.

Additional items of compensation include:

- Per policy, standard Pension and Health and Welfare benefits.

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.

E. **Promotional Increase for Charles W. Spain as Division Leader, International Assessments and Knowledge Discovery Program and the Director, Field Intelligence Element for the Nonproliferation, Homeland and International Security Directorate, Lawrence Livermore National Laboratory**

Approval of a promotional increase for Charles W. Spain as Division Leader, International Assessments and Knowledge Discovery Program and the Director, Field Intelligence Element for the Nonproliferation, Homeland and International Security Directorate, Lawrence Livermore National Laboratory, of $17,820 (10 percent, to bring his salary from $178,200 to $196,020. This appointment is at 100 percent time, and the promotional increase is effective August 15, 2006. Lawrence Livermore National Laboratory conducted a search to fill the position of Division Leader, International Assessments and Knowledge Discovery Program and the Director, Field Intelligence Element for the Nonproliferation, Homeland and International Security.

The source of funds for payment of this compensation item is DOE funds as provided under the University’s contract with the DOE. Lawrence Livermore National Laboratory has received DOE approval for this appointment compensation.
Additional items of compensation include:

- Per policy, standard Pension and Health and Welfare benefits.

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.

F. **Promotional Increase for Page O. Stoutland as Radiological and Nuclear Countermeasures Division Leader for the Nonproliferation, Homeland and International Security Directorate, Lawrence Livermore National Laboratory**

Approval of a promotional increase for Page O. Stoutland as Radiological and Nuclear Countermeasures Division Leader for the Nonproliferation, Homeland and International Security Directorate, Lawrence Livermore National Laboratory of $13,500 (7.2 percent), to increase his salary from $188,100 to $201,600. This appointment is at 100 percent time, and the promotional increase is effective August 1, 2006. Lawrence Livermore National Laboratory conducted a search to fill the position of Radiological and Nuclear Countermeasures Division Leader for the Nonproliferation, Homeland and International Security Directorate.

The source of funds for payment of this compensation item is DOE funds as provided under the University’s contract with the DOE. Lawrence Livermore National Laboratory has received DOE approval for this appointment compensation.

Additional items of compensation include:

- Per policy, standard Pension and Health and Welfare benefits.

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.

G. **Promotional Increase for P. Derek Wapman as Weaponization/Defense Technologies Engineering Division Leader, Engineering Directorate and Defense and Nuclear Technologies Directorate, Lawrence Livermore National Laboratory**

Approval of a promotional increase for P. Derek Wapman as Weaponization/Defense Technologies Engineering Division Leader, Engineering Directorate and Defense and Nuclear Technologies Directorate, Lawrence Livermore National Laboratory, of $11,700 (5.9 percent), for a total annual salary of $210,000. This appointment is at 100 percent time, and the promotional increase is retroactive to May 15, 2006. Lawrence Livermore National Laboratory conducted a search to fill this position.

The source of funds for payment of this compensation item is DOE funds as provided under the University’s contract with the DOE.
Additional items of compensation include:

- Per policy, standard Pension and Health and Welfare benefits.

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.

H. **Stipend for Victoria Harrison as Chief of Police–Public Safety and Transportation Services, Berkeley Campus**

Approval of the following items in connection with the appointment Victoria Harrison as Special Assistant to the Vice Chancellor–Administration, Berkeley campus:

1. Administrative stipend of 15 percent (calculated against current salary, the stipend is $23,900) to increase her base salary of $159,100, for a total annual salary of $183,000.


4. Per policy, continuation of 3 percent contribution to the Senior Management Supplemental Benefit Program

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.

I. **Stipend for Albert F. Bennett as Acting Dean–School of Biological Sciences, Irvine Campus**

Approval of an administrative stipend for Albert F. Bennett as Acting Dean–School of Biological Sciences, Irvine campus, of $15,500 (7.8 percent above current base salary), for total annual compensation of $213,700. This appointment is at 100 percent time, and the administrative stipend is effective August 1, 2006 through July 31, 2007, or until this responsibility is transferred to the new Dean of Biological Sciences, whichever occurs first.

Additional items of compensation include:

- Standard Pension and Health and Welfare benefits
- Eligible for Sabbatical Credits
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.

J. Stipend Extension for Ronald Rogowski as Acting Dean and Vice Provost–International Studies, Los Angeles Campus

Approval of extension of an administrative stipend for Ronald Rogowski as Acting Dean and Vice Provost–International Studies, Los Angeles campus, of $2,600 (1.2 percent), for a total annual salary of $221,000. This appointment is at 100 percent time, and the extension of the administrative stipend is effective July 1, 2006 through June 30, 2007 or until the appointment of a new Dean and Vice Provost–International Studies, whichever occurs first. This position is slotted on an interim basis at SLCG Grade 106; minimum $146,100, midpoint $184,900, maximum $223,700.

Additional items of compensation include:

- Standard Pension and Health and Welfare benefits and standard Senior Management benefits, including Senior Manager Life Insurance, Executive Business Travel Insurance, Executive Salary Continuation for Disability

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.

K. Stipend for Judith L. Smith as Vice Provost for Undergraduate Education and Dean of Honors and Undergraduate Programs for the College of Letters and Science, Los Angeles Campus

Approval of an annual administrative stipend for Judith L. Smith as Vice Provost for Undergraduate Education and Dean of Honors and Undergraduate Programs for the College of Letters and Science, Los Angeles campus of $19,300 (10 percent), to increase her total annual salary from $193,200 to $212,500. This appointment is at 100 percent time, and the administrative stipend is for the additional temporarily assigned duties as UCLA’s Accreditation Liaison Officer with the Western Association of Schools and Colleges (WASC) which will begin effective September 1, 2006 through 2009, when the WASC review is completed.

Additional items of compensation include:

- Standard Pension and Health and Welfare benefits and Standard Senior Management benefits, including Senior Manager Life Insurance, Executive Business Travel Insurance, and Executive Salary Continuation for Disability

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.
L. **Stipend for Anil B. Deolalikar as Acting Dean–A. Gary Anderson Graduate School of Management, Riverside Campus**

Approval of an annual administrative stipend for Anil B. Deolalikar as Acting Dean–A. Gary Anderson School of Management, Riverside campus, of $28,922 (14.5 percent), to increase his annualized salary from $199,078 to $228,000. This appointment is at 100 percent time. The administrative stipend is effective retroactive to July 17, 2006 and will continue through June 30, 2007, or until the appointment of a permanent Dean, whichever occurs first.

Additional items of compensation include:

- Standard Pension and Health and Welfare benefits.

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.

M. **Stipend for Jean Marie Scott as Acting Vice Chancellor–Student Affairs, Santa Cruz Campus**

Approval of an administrative stipend for Jean Marie Scott as Acting Vice Chancellor–Student Affairs, Santa Cruz campus, of $22,968 (15 percent), to increase her annual base salary from $153,122 to $176,090. This appointment is at 100 percent time, and the administrative stipend is effective August 1, 2006 for a period of one year or until the appointment of a permanent Vice Chancellor, whichever occurs first.

Additional items of compensation include:

- Standard Pension and Health and Welfare benefits

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.

N. **Stipend for Eric K. Behrens as Assistant Deputy Counsel, Office of the President**

Approval of an administrative stipend for Eric K. Behrens as Assistant Deputy Counsel at the Office of the President of $22,425 (15 percent) in addition to his base salary of $149,500, for a total annual salary of $171,925, effective retroactively to August 1, 2006 through July 31, or upon the appointment of a leadership team by the permanent General Counsel, whichever occurs first.

Additional items of compensation include:

- Standard Pension and Health and Welfare benefits.

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.

O. **Stipend for David Birnbaum as Assistant Deputy Counsel, Office of the President**
Approval of an administrative stipend for David M. Birnbaum as Assistant Deputy Counsel at the Office of the President of $23,175 (15 percent) in addition to his base salary of $154,500, for a total annual salary of $177,675. This appointment is at 100 percent time, and the administrative stipend is effective retroactively to August 1, 2006 for a period of one year or upon the appointment of a leadership team by the permanent General Counsel, whichever occurs first.

Additional items of compensation include:

• Standard Pension and Health and Welfare benefits.

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.

P. **Stipend for Christopher M. Patti as Acting Deputy Counsel, Office of the President**

Approval of an administrative stipend for Christopher M. Patti as Acting Deputy Counsel at the Office of the President of $22,575 (15 percent) in addition to his base salary of $150,500, for a total annual salary of $173,075. This appointment is at 100 percent time, and the administrative stipend is effective retroactively to August 1, 2006 for a period of one year or upon the appointment of a leadership team by the permanent General Counsel, whichever occurs first.

Additional items of compensation include:

• Standard Pension and Health and Welfare benefits.

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.

Q. **Summer Salary for Dennis M. Levi as Dean–School of Optometry, Berkeley Campus**

Approval of a 1/12th, one-time additional compensation payment for Dennis M. Levi as Dean–School of Optometry, Berkeley campus, of $16,041, for total annual compensation of $208,541. This additional compensation is for one month during July and will be paid from a five-year grant from the National Eye Institute. July is a standard vacation period and, per policy, Mr. Levi will forfeit 21 days of his accrued vacation.

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.

R. **Summer Salary for Stephen M. Shortell as Dean–School of Public Health, Berkeley Campus**
Approval of a one-time additional compensation payment for eight days for Steven M. Shortell as Dean–School of Public Health, Berkeley campus, of $8,654, for total annual compensation of $281,254. This additional compensation is for eight days in July 2006 and will be paid from a multiple-year grant from the Robert Wood Johnson Foundation. July is a standard vacation period and, per policy, Mr. Shortell will forfeit eight days of his accrued vacation.

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.

S. **Summer Salary for Nicolaos G. Alexopoulos as Dean–School of Engineering, Irvine Campus**

Approval of a one-time additional compensation payment for 12 days for Nicolaos G. Alexopoulos as Dean–School of Engineering, Irvine campus, of $9,621, for total annual compensation of $214,621. This additional compensation is for ten days in July and two days in August 2006 and will be paid from the discretionary research allowance he receives as dean. July and August are standard vacation periods and, per policy, Mr. Alexopoulos will forfeit 12 days of his accrued vacation.

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.

T. **Summer Salary for David B. Marshall as Executive Dean–College of Letters and Science and Dean–Division of Humanities and Fine Arts, Santa Barbara Campus**

Approval of a 1/12th, one-time additional compensation payment for David B. Marshall as Executive Dean–College of Letters and Science and Dean–Division of Humanities and Fine Arts, Santa Barbara campus, of $16,442, for total annual compensation of $243,742. This additional compensation is for the month of August 2006 and will be paid from unrestricted gift funds income while Mr. Marshall works on a new book. August is the standard vacation period and, per policy, Mr. Marshall will forfeit one month of his accrued vacation.

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.
U. **Summer Salary for Melvin L. Oliver as Dean–Division of Social Sciences, College of Letters and Science, Santa Barbara Campus**

Approval of a 1/12th, one-time additional compensation payment for Melvin L. Oliver as Dean–Division of Social Sciences, College of Letters and Science, Santa Barbara campus, of $16,233, for total annual compensation of $211,033. This additional compensation is for the month of August 2006 and will be paid from unrestricted gift fund income while Mr. Oliver joins his colleagues at the University of North Carolina’s Center for Community Capitalism. August is the standard vacation period and, per policy, Mr. Oliver will forfeit one month of his accrued vacation.

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.

V. **Salary Adjustment for Thomas Vani as Vice Chancellor–Business and Administrative Services, Santa Cruz Campus**

Approval of a salary adjustment for Thomas Vani as Vice Chancellor–Business and Administrative Services, Santa Cruz campus, of $13,600 (7.2 percent), to increase his annual base salary from $188,100 to $201,700. This appointment is at 100 percent time, and the adjustment is retroactive to July 1, 2006. This position is slotted at SLGC Grade 107; minimum $163,200, midpoint $207,100, maximum $251,000. This increase represents the permanent inclusion into his base salary of a stipend approved at the July 2002 Regents meeting as a retention measure. This change will regularize his salary to reflect the original intention of The Regents to provide a level of compensation to ensure retention of Mr. Vani.

Additional items of compensation include:

- Per policy, 5 percent monthly contribution to the Senior Management Supplemental Benefit Program
- Standard Pension and Health and Welfare benefits and standard Senior Management benefits, including Senior Manager Life Insurance, Executive Business Travel Insurance, and Executive Salary Continuation for Disability

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.

W. **Salary Adjustment for Karen R. Lawrence as Dean–School of Humanities, Irvine Campus**

Approval of a salary adjustment for Karen R. Lawrence as Dean–School of Humanities, Irvine campus, of $14,200 (8.3 percent), to increase her annual base salary from $170,500 to $184,700. This appointment is at 100 percent time, and the salary adjustment is effective September 1, 2006. This position is slotted at SLGC Grade 108; minimum $182,200,
midpoint $231,900, maximum $281,700. This increase is to include in her base pay a retention payment that was being processed as a 1/12th summer salary payment.

Additional items of compensation include:

- Standard Pension and Health and Welfare benefits and standard Senior Management benefits, including Senior Manager Life Insurance, Executive Business Travel Insurance, Executive Salary Continuation for Disability, and Eligibility for Sabbatical Credits

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.

X. Compensation Contract for Kevin Boyd, Head Women’s Soccer Coach, Berkeley Campus

Approval of revised compensation terms for head women’s soccer coach Kevin Boyd, Berkeley campus, 100 percent time. Mr. Boyd’s contract is being renewed for the period July 1, 2006 through June 30, 2010.

This contract increases his base salary annually as noted here:

<table>
<thead>
<tr>
<th>Period</th>
<th>Salary</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/06 - 06/30/07</td>
<td>$77,000</td>
<td></td>
</tr>
<tr>
<td>07/01/07 - 06/30/08</td>
<td>$80,000</td>
<td>7.9 percent increase</td>
</tr>
<tr>
<td>07/01/08 - 06/30/09</td>
<td>$85,000</td>
<td>6.3 percent increase</td>
</tr>
<tr>
<td>07/01/09 - 06/30/10</td>
<td>$90,000</td>
<td>5.9 percent increase</td>
</tr>
</tbody>
</table>

Additionally, this contract provides opportunity to earn supplemental compensation of up to $138,900, as detailed below.

This contract is for a non-revenue sport and as such does not contain a penalty clause for early termination. If Mr. Boyd 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 campus will owe the base salary balance of the contract paid out in yearly installments and any additional earned bonus stipend income. The University will not be responsible for paying unearned bonus/stipend income in this circumstance.

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

- Additional elements of compensation include:
• In lieu of a courtesy vehicle, Mr. Boyd will receive a monthly stipend of $450. It is understood that this perquisite may be withdrawn by the Athletics Director at any time in her sole, exclusive discretion.

• Twenty working days of vacation per each twelve-month period of the contract, all days to be used during each twelve-month period.

• In addition to leaves entitled by law, twelve days of sick leave during each twelve-month period of the contract.

• Eligible for standard Health and Welfare benefits.

Supplemental Compensation in the event the Berkeley Women’s soccer team, during the term of this employment contract, accomplishes the following, Mr. Boyd shall receive supplemental compensation during the contract year in which the accomplishment occurs as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Accomplishment</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,000</td>
<td>Winning the Pac-10 Championship</td>
</tr>
<tr>
<td>$3,000</td>
<td>Participation in the NCAA Championship 1st Round</td>
</tr>
<tr>
<td>$4,000</td>
<td>Participation in the NCAA Championship 2nd Round</td>
</tr>
<tr>
<td>$4,000</td>
<td>Participation in the NCAA Sweet 16</td>
</tr>
<tr>
<td>$4,000</td>
<td>Participation in the NCAA Quarterfinals (Elite8)</td>
</tr>
<tr>
<td>$4,500</td>
<td>Participation in the NCAA College Cup Semifinals</td>
</tr>
<tr>
<td>$5,000</td>
<td>Participation in the NCAA College Cup Final</td>
</tr>
<tr>
<td>$5,000</td>
<td>Winning the NCAA Championship</td>
</tr>
</tbody>
</table>

Coach is not precluded from receiving more than one bonus.

• The Athletics Director may, in her sole discretion, offer Mr. Boyd an assignment to participate in a University summer Women’s soccer camp at a stipend not to exceed $100,000 for no less than four weeks in duration.

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.
Y. Compensation Contract for David Esquer as Head Coach of Baseball, Berkeley Campus

Approval of revised compensation terms for head coach of baseball David Esquer, Berkeley campus, 100 percent time. Mr. Esquer’s contract is being renewed for the period June 11, 2006 through June 30, 2008.

This contract increases his base salary annually as noted here:

<table>
<thead>
<tr>
<th>Period</th>
<th>Salary</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/11/06 - 06/10/07</td>
<td>$106,376</td>
<td></td>
</tr>
<tr>
<td>06/11/07 - 06/10/08</td>
<td>$109,000</td>
<td>2.5 percent increase</td>
</tr>
<tr>
<td>06/11/08 - 06/30/08</td>
<td>$109,000</td>
<td>0.0 percent increase</td>
</tr>
</tbody>
</table>

In the event that the team competes in the 2006 NCAA Division I Baseball Championships, the employment contract will be amended to reflect an expiration date of June 30, 2009, with compensation for this additional year determined by the Director of Intercollegiate Athletics, but not less than the annual salary for the period June 11, 2007 through June 30, 2008 approved by The Regents.

Additionally, this contract provides opportunity to earn supplemental compensation of up to $276,385, as detailed below.

This contract is for a non-revenue sport and as such does not contain a penalty clause for early termination. If Mr. Esquer 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 campus will owe the base salary balance of the contract paid out in yearly installments, and any additional earned bonus stipend income. The University will not be responsible for paying unearned bonus/stipend income in this circumstance.

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

- Additional elements of compensation include:
  - In lieu of a courtesy vehicle, Mr. Esquer will receive a monthly stipend of $450. It is understood that this perquisite may be withdrawn by the Athletics Director at any time in her sole, exclusive discretion
  - Twenty working days of vacation per each twelve-month period of the contract; all days to be used during each twelve-month period
  - In addition to leaves entitled by law, twelve days of sick leave during each twelve-month period of the contract

- Eligible for standard Health and Welfare benefits

- Supplemental Compensation - Annual Stipend:
The University will be entering into an agreement with an athletic equipment supplier which requires services on the part of Mr. Esquer including, but not limited to, consultation, endorsement of products, and promotional appearances. Mr. Esquer agrees not to enter directly into any such agreements during the term of his contract. In consideration for these services, he will receive:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Amount</th>
<th>Accomplishment</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/11/06-12/10/06</td>
<td>$7,500</td>
<td>For services to Athletic Equipment Supplier</td>
</tr>
<tr>
<td>12/11/06-06/10/07</td>
<td>$7,500</td>
<td>For services to Athletic Equipment Supplier</td>
</tr>
<tr>
<td>12/11/06-06/010/07</td>
<td>$5,000</td>
<td>Participation in the 05/06 NCAA Super Regional</td>
</tr>
<tr>
<td>06/11/07-12/10/07</td>
<td>$7,500</td>
<td>For services to Athletic Equipment Supplier</td>
</tr>
<tr>
<td>06/11/07-12/10/07</td>
<td>$5,000</td>
<td>Participation in the 05/06 NCAA Super Regional</td>
</tr>
<tr>
<td>12/11/07-06/30/08</td>
<td>$7,500</td>
<td>For services to Athletic Equipment Supplier</td>
</tr>
<tr>
<td>12/11/07-06/30/08</td>
<td>$5,000</td>
<td>Participation in the 06/07 NCAA Super Regional</td>
</tr>
</tbody>
</table>

In the event the team accomplishes the following during this contract, Mr. Esquer shall receive supplemental compensation during the contract year in which the accomplishment occurs as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Accomplishment</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,500</td>
<td>Winning the Pac-10 Conference Championship</td>
</tr>
<tr>
<td>$5,000</td>
<td>Participation in the College World Series</td>
</tr>
<tr>
<td>$10,000</td>
<td>Winning the College World Series</td>
</tr>
<tr>
<td>$1,000</td>
<td>Participation in the Division I NCAA Regional Tournament</td>
</tr>
</tbody>
</table>

Coach is not precluded from receiving more than one bonus

- Supplemental Compensation in the event the University of California, Berkeley baseball team, during the term of this employment contract, accomplishes the following, Mr. Esquer shall receive supplemental compensation during the contract year in which the accomplishment occurs as follows:
<table>
<thead>
<tr>
<th>Amount</th>
<th>Accomplishment</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 5,000</td>
<td>Winning the Pac-10 Coach of the Year</td>
</tr>
<tr>
<td>$10,000</td>
<td>Winning National Coach of the Year</td>
</tr>
<tr>
<td>$ 7,500</td>
<td>Participation in the NCAA Regionals</td>
</tr>
<tr>
<td>$ 8,750</td>
<td>Participation in the NCAA Super Regionals</td>
</tr>
<tr>
<td>$10,000</td>
<td>Participation in the College World Series</td>
</tr>
<tr>
<td>$10,000</td>
<td>Advancing to the College World Series Final Game</td>
</tr>
<tr>
<td>$15,000</td>
<td>Winning the National Championship</td>
</tr>
<tr>
<td>$ 8,864</td>
<td>Winning the 2007 Pac-10 Championship; or</td>
</tr>
<tr>
<td>$ 9,083</td>
<td>Winning the 2008 Pac-10 Championship</td>
</tr>
</tbody>
</table>

Coach is not precluded from receiving more than one bonus

- The Athletics Director may, in her sole discretion, offer Mr. Esquer an assignment to participate in a University baseball camp at a stipend not to exceed $85,000 per year.

- At the discretion of the Athletics Director, Mr. Esquer may be assigned to participate in various public appearances for a stipend of $38,288 over the life of the contract.

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.

Z. **Compensation Contract for Diane Ninemire, Head Coach of Softball, Berkeley Campus**

Approval of revised compensation terms for head coach of softball Diane Ninemire, Berkeley campus, 100 percent time. Ms. Ninemire’s contract is being renewed for the period July 1, 2006 through June 30, 2011.

This contract increases her base salary annually as noted here:

<table>
<thead>
<tr>
<th>Date Range</th>
<th>Amount</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/06 - 06/30/07</td>
<td>$116,000</td>
<td></td>
</tr>
<tr>
<td>07/01/07 - 06/30/08</td>
<td>$118,900</td>
<td>2.5 percent increase</td>
</tr>
<tr>
<td>07/01/08 - 06/30/09</td>
<td>$121,875</td>
<td>2.5 percent increase</td>
</tr>
<tr>
<td>07/01/09 - 06/30/10</td>
<td>$124,925</td>
<td>2.5 percent increase</td>
</tr>
<tr>
<td>07/01/10 - 06/30/11</td>
<td>$128,050</td>
<td>2.5 percent increase</td>
</tr>
</tbody>
</table>

Additionally, this contract provides opportunity to earn supplemental compensation of up to $207,150 per annum, as detailed below.

This contract is for a non-revenue sport and as such does not contain a penalty clause for early termination. If Ms. Ninemire terminates before the expiration of the agreement, she simply loses the benefits of the agreement, and all University obligations cease.
If the University terminates the contract early without cause, the campus will owe the base salary balance of the contract paid out in yearly installments, and any additional earned bonus/stipend income. The University will not be responsible for paying unearned bonus/stipend income in this circumstance.

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

- Additional elements of compensation include:
  - One courtesy vehicle is assigned to Ms. Ninemire under the terms and conditions contained in a separate Vehicle Assignment Agreement. In the event that the University does not have a courtesy vehicle, Ms. Ninemire will receive a monthly stipend of $450 until a vehicle becomes available. It is understood that this perquisite may be withdrawn by the Athletics Director at any time in her sole, exclusive discretion.
  - Twenty working days of vacation per each twelve-month period of the contract; all days to be used during each twelve-month period.
  - In addition to leaves entitled by law, twelve days of sick leave during each twelve-month period of the contract.
  - Eligible for standard Health and Welfare benefits.
- Supplemental Compensation - Annual Stipend

The University will be entering into an agreement with an athletic equipment supplier which requires services on the part of Ms. Ninemire including, but not limited to, consultation, endorsement of products, and promotional appearances. Ms. Ninemire agrees not to enter directly into any such agreements during the term of this contract. In consideration for these services, she will receive:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/06-06/30/07</td>
<td>$30,000</td>
</tr>
<tr>
<td>07/01/07-06/30/08</td>
<td>$30,000</td>
</tr>
</tbody>
</table>

In the event the team, during the term of this employment contract, accomplishes the following, Ms. Ninemire shall receive supplemental compensation during the contract year in which the accomplishment occurs as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Accomplishment</th>
</tr>
</thead>
</table>
$10,000  Participation in the 2007 or 2008 NCAA College World Series
$15,000  Winning the 2007 or 2008 College World Series

Coach is not precluded from receiving more than one bonus

Supplemental Compensation in the event the University of California at Berkeley Softball team, during the term of this employment contract, accomplishes the following, Ms. Ninemire shall receive supplemental compensation during the contract year in which the accomplishment occurs as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Accomplishment</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,000</td>
<td>Winning PAC-10 Coach of the Year</td>
</tr>
<tr>
<td>$10,000</td>
<td>Winning NFCA Coach of the Year</td>
</tr>
<tr>
<td>$2,500</td>
<td>Placement in the top 3 in the PAC-10</td>
</tr>
<tr>
<td>$7,500</td>
<td>Participation in the NCAA Regionals</td>
</tr>
<tr>
<td>$8,750</td>
<td>Participation in the NCAA Super Regionals</td>
</tr>
<tr>
<td>$10,000</td>
<td>Participation in the NCAA College World Series</td>
</tr>
<tr>
<td>$10,000</td>
<td>Participation in the NCAA College World Series final game</td>
</tr>
<tr>
<td>$15,000</td>
<td>Winning the NCAA College World Series</td>
</tr>
</tbody>
</table>

Coach is not precluded from receiving more than one bonus

•  Supplemental Compensation - PAC-10 Stipend

The PAC-10, from July 1, 2006 through June 30, 2008, will enter into an agreement with an athletic equipment supplier which requires services on the part of Ms. Ninemire, including but not limited to, consultation, endorsement of products, and promotional appearances, and agrees to abide by such requirements. In consideration for these services, she shall receive $3,000 in the years 2007 and 2008. This stipend is conditional upon and subject to the receipt of said amounts by the University under third party agreements. In the event such third party agreements are terminated or modified, payments under this provision shall be modified accordingly in the sole discretion of the University.

The Athletics Director may, in her sole discretion, offer Ms. Ninemire an assignment to participate in a University Softball camp at a stipend (supplemental compensation) not to exceed $75,000.

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.

AA.  Promotional Increase and New Position Title for Rebecca Stafford as Investment Officer, Real Estate, Office of the Treasurer

Approval of the following items in connection with the promotion of Rebecca Stafford, Office of the Treasurer:
(1) The title of Investment Officer, Grade 104.

(2) A salary of $124,200, an increase of $16,200 (15 percent) from her current salary of $108,000, 100 percent time.

(3) An effective date of August 1, 2006.

Additional items of compensation include:

- Per policy, eligibility to participate in the University of California Office of the Treasurer Annual Incentive Plan, with an incentive target of 35 percent of base salary.
- Standard Pension and Health and Welfare benefits.

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.