

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.

(9) ***Amendment to Contract Compensation for Jeff Tedford as Head Football Coach, Berkeley Campus***

Approval of the following revised compensation terms for Head Coach of Football, Jeff Tedford, Berkeley campus.

Mr. Tedford's revised contract will be effective immediately and extend through the 2015 season, an extension of two years beyond the current agreement. Continuing from the current contract, these terms may be extended one year for each season (including the bowl season) that the University of California, Berkeley Football team wins nine games. Upon such extension, all terms and conditions of the contract will remain in place and unless otherwise agreed to in writing, the compensation will remain as approved for the 2015 contract year.

The campus undertook negotiations with Mr. Tedford, to enhance and extend his current contract when he was contacted by other universities to fill their head coach position.

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

a. **Base Salary:** There is no change to this element of Mr. Tedford's compensation:

01/01/08 – 12/31/08	\$225,000	no increase
01/01/09 – 12/31/09	\$225,000	no increase
01/01/10 – 12/31/10	\$225,000	no increase
01/01/11 – 12/31/11	\$225,000	no increase
01/01/12 – 12/31/12	\$225,000	no increase
01/01/13 – 12/31/13	\$225,000	no increase
01/01/14 – 12/31/14	\$225,000	no increase
01/01/15 – 12/31/15	\$225,000	no increase

b. **Talent Fee:** There is no change to Mr. Tedford's annual talent fee, except as noted in section 4, below, which could provide potentially significant additional compensation to these amounts.

01/01/08 – 12/31/08	\$1,575,000	no increase
01/01/09 – 12/31/09	\$1,575,000	no increase
01/01/10 – 12/31/10	\$1,575,000	no increase

01/01/11 – 12/31/11	\$1,575,000	no increase
01/01/12 – 12/31/12	\$1,575,000	no increase
01/01/13 – 12/31/13	\$1,575,000	no increase
01/01/14 – 12/31/14	\$1,575,000	no increase
01/01/15 – 12/31/15	\$1,575,000	no increase

- c. Deferred Compensation: The revised contract eliminates what was characterized as retention bonus payable in the following manner under the old contract if the Coach met certain conditions:

\$1,000,000 payable on January 8, 2009
 \$1,500,000 payable on January 8, 2012
 \$1,000,000 payable on January 8, 2014

The retention bonuses have been eliminated and replaced with the following:

- UC will pay \$500,000 as regular income to the Coach on January 8, 2009.
- UC will contribute \$500,000 on January 8, 2009 to the Deferred Compensation Plan on behalf of the Coach.
- On January 8 of each subsequent year the Coach is employed through the end of each season through 2015, including post-season play, UC will contribute \$500,000 to the Deferred Compensation Plan on behalf of the Coach.

In the event Coach becomes unable to provide services described in the contract and the contract is terminated, UC's contribution to the Deferred Compensation Plan will be a pro-rated amount based on the termination date.

- d. Additionally, this new contract provides opportunity to increase Mr. Tedford's talent fee by the amounts shown below, effective the year following the accomplishment. The maximum escalation over the length of the contract will be capped at \$1,000,000. Any escalated amounts will become additions to the talent fee in all subsequent years of the contract.

<u>Accomplishment</u>	<u>Amount</u>
<u>National Championship</u>	
Team wins National Championship (AP or Coaches' Poll)	\$1,000,000
Team plays in National Championship	\$750,000

Post-Season Play

The highest of the following accomplishments would be paid:

Team wins the Pac-10 Championship or participates in the Rose Bowl	\$500,000
Team participates in a BCS Bowl other than the Rose Bowl, but does not win the Pac-10	\$400,000
Team ties for the Pac-10 Championship but not selected for a BCS Bowl game	\$250,000
Team participates in the Holiday Bowl	\$ 60,000
Team participates in the Sun Bowl	\$ 40,000
Team participates in any other non-BCS bowl	\$ 30,000

Regular Season Achievements have not changed under the proposed contract

Team wins nine games during the regular season	\$ 25,000
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Coaching Achievements have not changed under the proposed contract

(The highest of the following:)

Coach is named National Coach of the Year; or	\$100,000
Coach is named Pac-10 Coach of the Year	\$ 50,000

Support of Educational Objectives

The new contract proposes increasing to \$20,000 each (from \$25,000 total) achieving an 80 percent graduation rate, 950 APR and a 2.8 GPA.

- e. Other Incentive Pay has not changed from the previous contract.

Based on performance of Coach, annual non-base building bonus as determined by the Athletic Director during Contract Year 1 (01/01/07-12/31/07) and Contract Years 4-5 (01/01/10-12/31/11): \$4,000 - \$10,000

Based on performance of Coach, annual non-base building bonus as determined by the Athletic Director during Contract Year 2 and 3 (01/01/08-12/31/08 and 01/01/09-12/31/09): \$14,000 - \$20,000

The Stadium Renovation Bonus remains unchanged from the original contract as follows:

- Coach remains as Head Cal Football Coach until team fully occupies the Simpson High Performance Center (amount due within 30 calendar days following game): \$250,000
- Coach remains as Head Cal Football Coach on the date team plays its first home football game subsequent to the completion of the West Side Improvements (amount due within 30 calendar days following game): \$250,000

Termination Clause:

This contract contains a penalty clause for early termination. If Mr. Tedford terminates before the expiration of the agreement and before the football program fully occupies the Student-Athlete High Performance Center (SAHPC), he shall pay, within 30 days of leaving employment, \$150,000 for each contract year remaining in the agreement, inclusive of the year he leaves. If Mr. Tedford terminates before the expiration of the agreement and after the football program fully occupies the SAHPC, he shall pay, within 30 days of leaving employment, \$300,000 for each contract year remaining in the agreement, inclusive of the year he leaves.

Furthermore, once the team fully occupies the Simpson High Performance Center, Mr. Tedford agrees that he will not be employed by any Pac-10 school during the term of this contract.

If the University terminates the contract early without cause, the campus will owe the base salary, retention bonus, and talent fee in amounts noted above, paid out in monthly installments, and any additional earned bonus income as set out by the contract. The University will not be responsible for paying unearned bonus/stipend income in this circumstance. If Mr. Tedford secures employment during this time, these payments will be reduced by such amounts.

The maximum total potential payout under this contract occurs in year five in the amount of \$4,285,000. Payment of this amount is dependent upon Mr. Tedford achieving all goals, including all those in the "Accomplishments" section, above.

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 currently provided and will continue to be provided include:

- Per contract, 20 working days of vacation at the beginning of each contract year. Coach may not have more than 40 working days of

accrued vacation leave at any time during the employment contract. When 40 days of accrued vacation is reached, Coach will cease to earn additional vacation leave until accrued vacation balance is reduced to 20 working days.

- Per contract and policy, 12 days of sick leave during each twelve-month period of the contract.
- Per policy, eligible for standard health and welfare benefits.
- Consistent with practice, two courtesy vehicles will be provided. These courtesy vehicles may be withdrawn at any time at the sole discretion of the Director-Intercollegiate Athletics.
- Country Club Membership with a value of approximately \$7,080.
- Football Tickets – 30 season and 5 parking passes with a potential value of approximately \$10,000.
- In accordance with University policies and regulations governing travel and subject to approval by the Athletic Director, University will pay spouse travel for required events outside the San Francisco Bay Area.

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.

(10) ***Total Compensation for A. Paul Alivisatos as Interim Laboratory Director, Lawrence Berkeley National Laboratory***

Approval of the compensation for A. Paul Alivisatos as Interim Laboratory Director, Lawrence Berkeley National Laboratory (LBNL) to facilitate a smooth transition in leadership following the confirmation and swearing-in of Steven Chu as Secretary of Energy:

- a. Per policy, a 14 percent administrative stipend of \$49,980 to increase his base salary of \$357,000 to \$406,980 (SLCG Grade 113: Minimum \$333,900, Midpoint \$431,500, Maximum \$529,100).
 - i. As provided under the University's contract with the Department of Energy (DOE), any compensation amount approved by the Regents that is over the compensation amount approved by DOE will be paid from the fee earned under the contract.
 - ii. Mr. Alivisatos' current salary of \$357,000 (approved by the Regents in November 2008) has been approved for