

**COMMITTEE ON COMPENSATION
July 2008**

**RENEGOTIATED CONTRACT COMPENSATION FOR DIANE NINEMIRE AS HEAD
WOMEN'S SOFTBALL COACH, BERKELEY CAMPUS**

RECOMMENDATION

The Committee on Compensation recommended to the Regents approval of the following revised compensation terms for Head Women's Softball Coach, Diane Ninemire, Berkeley campus, 100 percent time. Pending approval by the Regents of these compensation terms, Ms. Ninemire's revised contract will be effective July 1, 2007, and terminate June 30, 2011, unless terminated earlier pursuant to the term of the Employment Contract or unless the parties agree in writing to the terms of a successor contract or a contract extension prior to that date.

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

- (1) Base Salary: This contract increases Coach's annual base salary from \$116,000 to:

<u>Effective Dates</u>	<u>Amount</u>	<u>Percent Increase</u>
07/01/2007 – 06/30/2008	\$133,900	(15.4 percent)
07/01/2008 – 06/30/2009	\$136,875	(2.2 percent)
07/01/2009 – 06/30/2010	\$139,925	(2.2 percent)
06/30/2010 – 06/30/2011	\$143,050	(2.2 percent)

- (2) Talent Fee: This contract provides an annual talent fee for the period below:

<u>Effective Dates</u>	<u>Amount</u>	<u>Percent Increase</u>
07/01/2007 – 06/30/2011	\$11,700	(100.0 percent)

- (3) This contract provides opportunity to earn annual supplemental compensation of up to \$215,750. In addition to the annual guaranteed income, Coach will receive the following performance bonuses for each Contract Year in which such performance is achieved.

- A. Performance Bonuses: In the event that Coach or the Softball team, during the term of the Employment contract, accomplishes the following, Coach shall receive supplemental compensation during the contract year in which the accomplishment occurs as follows:

<u>Achievement</u>	<u>Bonus Amount</u>
PAC-10 Coach of the Year	\$ 5,000
NFCA Coach of the Year	\$10,000
Place in Top 3 in the PAC-10	\$ 2,500
Participate in the NCAA Regionals	\$ 7,500
Participate in the NCAA Super Regional Tournament	\$ 8,750
Participate in the NCAA College World Series	\$10,000
Participate in the NCAA College World Series Championship	\$10,000
Wins the NCAA College World Series	\$15,000

Coach is not precluded from receiving more than one bonus.

- B. Athletic Equipment/Apparel Contract Payments: Subject to the receipt of sufficient funds from University contracts with athletic equipment suppliers for the following purposes, Coach will receive payments and performance bonuses during each calendar year of the Contract, as follows:

Annual Payment	\$30,000
Participate in the NCAA Super Regional Tournament	\$ 5,000
Participate in the NCAA College World Series	\$ 5,000
Wins the NCAA College World Series	\$ 5,000

- C. Camp: At the discretion of the Director of Athletics, for each Contract Year in which Coach participates in a University Softball camp or clinic, Coach shall be paid an amount not to exceed the profit from the camp or clinic after all direct and indirect costs are covered, or \$100,000, whichever is lower.
- D. At the discretion of the Director of Intercollegiate Athletics, Coach may receive an allocation of \$2,000 per contract year from funds provided by an equipment apparel supplier to be used for apparel from said equipment apparel program.

This contract is for a revenue sport and as such contains a penalty clause for early termination. In the event Coach terminates her employment prior to the end of this Employment Contract, Coach shall pay to the University the sum of \$100,000. Until such time as renovations are made to the women's basketball offices and appropriate improvements are made to the condition of the practice flooring, this sum shall be reduced to \$50,000.

If the University terminates the contract early without cause, the campus shall continue to pay an amount equal to Coach's base salary during what would have been the remaining term of the employment contract had it not been terminated. Campus shall also pay Coach a pro-rated portion of her talent fee based upon talent fee services rendered during the contract year in which the termination occurred. The Athletic Director will have the sole discretion to determine the amount of the pro-rated talent fee to be paid.

The compensation provided under this contract is funded exclusively from athletic department revenues (including athletic equipment supplier agreements) and private fundraising. No State or general campus funds are used in this arrangement.

Additional elements of compensation include:

- Per contract and consistent with policy, 16 hours of vacation leave accrued each month
- Per contract and policy, 8 hours of sick leave accrued each month.
- Per policy, eligible for standard Health & Welfare benefits.
- Consistent with practice, one courtesy car. In the event a car is unavailable, Coach will receive a monthly stipend of \$450/\$5400 annually. It is understood that this perquisite may be withdrawn by the Director of Intercollegiate Athletics at any time in her sole, exclusive discretion.

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.

BACKGROUND

The Berkeley campus is seeking approval for the extension of the contract for Diane Ninemire, Head Women's Softball Coach, retroactive to July 1, 2007 through June 30, 2011. Coach Ninemire's current contract expired June 30, 2007. A contract for the period July 1, 2006 through June 30, 2011, was negotiated and the elements approved by the Regents at the September, 2006, Regents' meeting. However, due to external negotiations with a major athletic equipment supplier finalizing the contract was delayed. Because of these unavoidable delays in the negotiations, the current request is retroactive. The proposed contract contains specific changes as follows: a 15.4 percent increase on the current base salary, the addition of an \$11,700 talent fee, and an increase from \$75,000 to \$100,000 in possible camp earnings. In general, there has been a shift from variable pay to guaranteed pay. The change in total potential compensation from the last year of the former contract to the first year of this proposed contract is an increase of 15.5 percent.

Coach Ninemire has been the Head Coach for over twenty years and has one of the most successful softball programs in the nation. The team has made 23 consecutive trips to the NCAA postseason, and from 1999-2005, Cal made seven straight trips to the College World Series, including a national championship.