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Vice President and Chief Financial Officer		The University of Texas at Austin	
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File	Open Records - Faculty		

October 10, 2011

Vice President Kevin P. Hegarty
Office of the Vice President and Chief Financial Officer
Main Bldg., Suite 102
G4900

e: Latti Ohlenberg
out 10/12

Dear Sir:

Under the *Texas Public Information Act*, Chapter 552 of the *Government Code*, we request copies of the following:

1. A list containing the following information (for the 2009-10, 2010-11, and the 2011-12 academic years, separately stated) for each full-time faculty member at the University of Texas School of Law, whether tenured or tenure-track, and whether paid by the University itself or the University of Texas Law School Foundation (which is an instrumentality of the Law School whose principal employee is Kimberly Biar, an Assistant Dean at the Law School):
 - (a) Nine-month unsupplemented salary;
 - (b) Salary supplement;
 - (c) Summer compensation, whether for teaching or research (separately stated for Summer 2010, Summer 2011, and Summer 2012);
 - (d) Special salary supplements, whether in the form of housing allowances or otherwise (typically paid once per year), and the term of years of such supplements (i.e., if and when they expire) (these amounts are sometimes referred to by the Law School Dean and faculty members as "special deals"); and
 - (e) Child, spouse, partner (or other) tuition reimbursements.
2. The lists of faculty compensation for the 2009-10 and 2010-11 academic years prepared by Assistant Dean Kimberly Biar for review by members of the School of Law's Faculty Budget Review Committee during the Spring 2010 and Spring 2011 semesters.
3. The total faculty compensation graph for the 2010-11 academic year prepared by Assistant Dean Kimberly Biar for review by members of the School of Law's Faculty Budget Review Committee during the Spring 2011 semester.
4. The lists of the recipients and the amount of any signing bonus or payments and any retention payments or bonuses made by the University of Texas School of Law (or its instrumentality, the University of Texas Law School Foundation) during the period from May 15, 2006, through September 15, 2011, to any full-time faculty member at the University of Texas School of Law, whether tenured or tenure-track, and whether in the form of a forgivable loan or otherwise (including the term of any such forgivable loan).

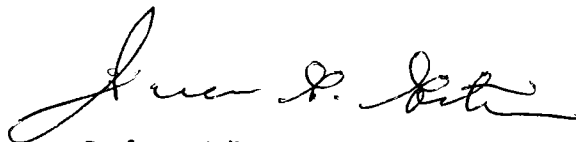
5. A list of the payments of the type described in Item 4 above prepared by Assistant Dean Kimberly Biar for review of Law School faculty members of a Subcommittee of the School of Law's Faculty Budget Review Committee during the Spring 2010 and Spring 2011 semesters.
6. A list of the recipients and the amount of any compensation paid by the University of Texas School of Law (or its instrumentality, the University of Texas Law School Foundation) to any faculty member's spouse, partner, other family member, or relative, for the 2009-10, 2010-11, and 2011-12 academic years, whether for work done by such person in the Law School or in another department or constituent unit of the University.
7. The terms of the settlement (including, in particular, the financial terms of such settlement) entered into by the University of Texas in 2010 or 2011 with Law School Professor Linda L. Mullenix in settlement of her equal pay, employment discrimination, or any other claims.
8. The terms of the settlement (including, in particular, the financial terms of such settlement) entered into by the University of Texas Law School Foundation, an instrumentality of the University of Texas School of Law, in 2010 or 2011 with Law School Professor Linda L. Mullenix in settlement of her equal pay, employment discrimination, or any other claims.
9. Notice of potential claims given to the Law administration of additional violations of equal pay employment discrimination, or any other claims of discrimination.
10. Additional payments or obligations incurred by the Law School or Foundation since May 1, 2011 of the type described in items 1 to 9, above.

Note that any information requested here from the University of Texas Law School Foundation relates to compensation amounts paid to full-time faculty members of the University of Texas School of Law. Such information has been compiled by Assistant Dean Kimberly Biar and has been made available on numerous occasions to the Law School Dean and to several members of the Law School faculty (none of whom are employees, officers, or board members of the Foundation). All, or virtually all of the Foundation payments described above are made to Law School faculty members at the request of the Dean of the Law School and used as a means to provide additional compensation to Law School faculty members. Therefore, such information is subject to the Texas Public Information Act.

Please provide the requested information care of:

Professor Jack Sampson
University of Texas School of Law
727 E. Dean Keeton Street
Austin, TX 78705
512-232-1267 (office)

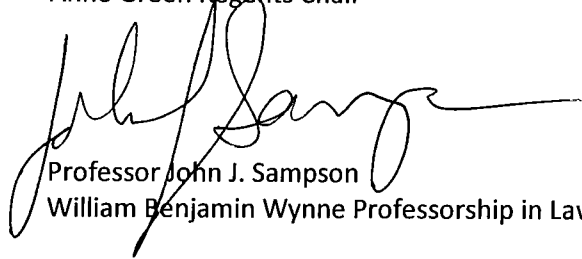
Sincerely yours,

A handwritten signature in black ink, appearing to read "Julius G. Getman", written in a cursive style.

Professor Julius G. Getman
Earl Eugene Sheffield Regents Chair



Professor Lucas A. Powe, Jr.
Anne Green Regents Chair



Professor John J. Sampson
William Benjamin Wynne Professorship in Law

Cc: Assistant Dean Kimberly L. Biar

Professor Linda S. Mullenix



OFFICE OF THE VICE PRESIDENT AND CHIEF FINANCIAL OFFICER
THE UNIVERSITY OF TEXAS AT AUSTIN

*P.O. Box 8179 • Austin, Texas 78713-8179
(512) 471-1422 • Fax (512) 471-7742*

November 15, 2011

Professor Julius G. Getman
Earl Eugene Sheffield Regents Chair

Professor Lucas A. Powe, Jr.
Anne Green Regents Chair

Professor John J. Sampson
William Benjamin Wynne Professorship in Law
School of Law
The University of Texas at Austin
727 E. Dean Keeton St.
Austin, Texas 78705

RE: OPEN RECORDS REQUEST – School of Law

Dear Professors Getman, Powe and Sampson:

This is in final response to your Open Records Request received on October 10, 2011. You requested that The University of Texas provide you with several categories of salary and other compensation information for faculty at the School of Law. Generally, you asked that the scope include salary, supplement, compensation and any other special salary supplements for the 2009-10, 2010-11 and 2011-12 academic years. You also have requested records related to payments, if any, to family members of Law School faculty and notices of employment discrimination claims.

The enclosed documents are provided in response to your request. Please note the following comments for the documents itemized in your request:

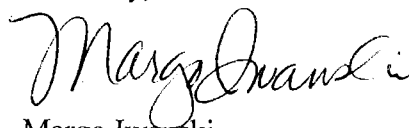
- Item #4: Enclosed documents include payments for the period beginning May 15, 2006, through September 15, 2011. These payments are not included in the data provided for Items #1-#3; and
- Item #5: Enclosed is a copy of the Spring 2011 report. There is no report for Spring 2010.

Please be advised that the documents include the following mandatory redactions to protect personally-identifiable information on behalf of affected University faculty and staff. The University makes such mandatory redactions in accordance with Attorney General Decision ORD 684 (see attachment)

- §552.002 of the Texas Public Information Act, *Government Code*, defines public information as "information that is collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business: (1) by a governmental body; or (2) for a governmental body and the governmental body owns the information or has a right of access to it." These UT EIDs are one component of a two-part logon protocol used by University staff and students to process and approve personnel, student and other business paperwork. Such computer-related information that has no significance other than its use by University faculty and staff as a tool to access institutional business and institutional academic functions and use by University faculty, staff and students to access personal employment and personal academic information. The UT EID and logon ID are not the kind of information that was intended to be made public under the Act. Any references to UT EIDs and/or User names have been redacted prior to inspection and/or release.
- Section 552.102 of the Act, excepts from disclosure "information in a personnel file, the disclosure of which would constitute a clearly unwarranted invasion of privacy." Any references to date of birth have been redacted prior to inspection and/or release.
- §552.117 of the Act, *excepts from required public disclosure "information that relates to the home address, home telephone number, Social Security number, or that reveals whether the person has family members ..." for all current or former employees.* For all affected University faculty and staff, any restricted home directory information has been redacted prior to release.

You may contact Ms. Annela M. Lopez directly at (512) 471-1422 if you have any further questions.

Sincerely,



Margo Iwanski
Assistant to the Vice President

MI:aml
Enclosures

Item #2

SCHOOL OF LAW
STRATEGIC FACULTY SALARY INCREASE RECOMMENDATIONS
EFFECTIVE 1/16/2010

NAME	FTE	08-09 AR RATE	9/1/09 AR RATE	1/16/10 PROPOSED AR RATE	AR INC AMT	% INC	08-09 SUPLT	9/1/09 SUPLT	09-10 PROPOSED SUPLT	PROPOSED SUPLT INC AMT	08-09 Summer	09-10 Summer	09-10 PROPOSED SUMMER	PROPOSED SUMMER INC AMT	9/1/09 TOTAL COMP	09-10 TOTAL COMP	09-10 TOTAL COMP INC	TOTAL COMP % INC
Ascher, Mark	1.0000	203,734	203,734	211,234	7,500	3.68%	10,000	10,000	10,000	-	67,911	67,911	70,411	2,500	281,645	291,645	10,000	3.55%
Baker, Lynn	1.0000	194,907	194,907	197,407	2,500	1.28%	10,000	10,000	10,000	-	64,969	64,969	65,802	833	269,876	273,209	3,333	1.24%
Berman, Mitchell	1.0000	167,409	167,409	175,409	8,000	4.78%	4,000	4,000	4,000	-	55,803	55,803	58,470	2,667	227,212	237,879	10,667	4.69%
Blais, Lynn	1.0000	156,435	156,435	163,435	7,000	4.47%	5,000	5,000	5,000	-	26,073	26,073	36,319	10,246	187,508	204,754	17,246	9.20%
Carson, Loftus	1.0000	152,091	152,091	154,591	2,500	1.64%	4,000	4,000	4,000	-	33,798	33,798	34,354	556	189,889	192,945	3,056	1.61%
Churgin, Michael	1.0000	153,645	153,645	158,645	5,000	3.25%	6,000	6,000	6,000	-	-	-	-	-	159,645	164,645	5,000	3.13%
Dammann, Jens	1.0000	162,908	162,908	164,908	2,000	1.23%	-	-	-	-	27,151	27,151	27,485	333	190,059	192,393	2,333	1.23%
Dickerson, Mechele	1.0000	179,092	179,092	187,592	8,500	4.75%	6,000	6,000	6,000	-	59,697	59,697	62,531	2,833	244,789	256,123	11,333	4.63%
Dzienkowski, John	1.0000	189,827	189,827	192,827	3,000	1.58%	4,000	4,000	4,000	-	63,276	63,276	64,276	1,000	257,103	261,103	4,000	1.56%
Engle, Karen	1.0000	170,592	170,592	177,092	6,500	3.76%	4,000	4,000	4,000	-	28,432	28,432	29,500	1,068	203,024	210,500	7,476	3.68%
Ganor, Mira	1.0000	145,000	145,000	150,000	5,000	3.45%	-	-	-	-	24,167	24,167	25,000	833	169,167	175,000	5,833	3.45%
Golden, John	1.0000	158,051	158,051	164,908	6,857	4.34%	-	-	-	-	26,342	26,342	27,485	1,143	184,393	192,393	8,000	4.34%
Kadens, Emily	1.0000	158,603	158,603	164,908	6,305	3.98%	-	-	-	-	26,434	26,434	27,485	1,051	185,037	192,393	7,356	3.98%
Klein, Susan	1.0000	183,748	183,748	189,748	6,000	3.27%	4,000	4,000	4,000	-	61,249	61,249	62,916	1,667	248,997	255,664	6,667	2.69%
Lindquist, Stefanie	1.0000	176,000	176,000	181,000	5,000	2.84%	5,000	5,000	5,000	-	29,333	29,333	30,167	833	210,333	216,167	5,833	2.77%
Littwin, Angela	1.0000	145,000	145,000	150,000	5,000	3.45%	-	-	-	-	24,167	24,167	25,000	833	169,167	175,000	5,833	3.45%
Markovits, Inga	1.0000	200,308	200,308	200,308	-	0.00%	14,000	14,000	14,000	-	44,513	44,513	66,769	22,256	258,821	281,077	22,256	8.60%
Markovits, Richard	1.0000	200,236	200,236	200,236	-	0.00%	15,000	15,000	15,000	-	44,497	44,497	66,745	22,248	259,733	281,981	22,248	8.57%
McGarly, Thomas	1.0000	223,982	223,982	232,482	8,500	3.79%	15,000	15,000	15,000	-	74,661	74,661	77,494	2,833	313,643	324,976	11,333	3.61%
Mullenlx, Linda	1.0000	201,129	201,129	206,879	5,750	2.86%	15,000	15,000	15,000	-	67,043	67,043	68,960	1,917	283,172	290,839	7,667	2.71%
Peroni, Robert	1.0000	221,352	221,352	233,352	12,000	5.42%	5,000	5,000	5,000	-	73,784	73,784	77,784	4,000	300,136	316,136	16,000	5.33%
Rabban, David	1.0000	215,752	215,752	223,252	7,500	3.48%	14,500	14,500	14,500	-	71,917	71,917	74,417	2,500	302,169	312,169	10,000	3.31%
Rau, Alan	1.0000	189,504	189,504	189,504	-	0.00%	10,000	10,000	10,000	-	31,584	31,584	42,112	10,528	233,088	241,616	8,528	3.66%
Sturley, Michael	1.0000	175,632	175,632	175,632	-	0.00%	9,000	9,000	9,000	-	29,272	29,272	39,029	9,757	213,904	223,661	9,757	4.56%
Torres, Gerald	1.0000	197,197	197,197	203,197	6,000	3.04%	9,000	9,000	9,000	-	65,732	65,732	67,732	2,000	271,929	279,929	8,000	2.94%
Wagner, Wendy	1.0000	192,214	192,214	196,714	4,500	2.34%	4,000	4,000	4,000	-	32,036	32,036	43,714	11,679	228,250	244,428	16,179	7.09%
Westbrook, Jay	1.0000	226,693	226,693	231,693	5,000	2.21%	15,000	15,000	15,000	-	75,564	75,564	77,231	1,667	317,257	323,924	6,667	2.10%
Williams, Sean	1.0000	145,000	145,000	150,000	5,000	3.45%	-	-	-	-	24,167	24,167	25,000	833	169,167	175,000	5,833	3.45%
Woolley, Patrick	1.0000	178,891	178,891	182,891	4,000	2.24%	4,000	4,000	4,000	-	29,815	29,815	30,482	667	212,706	217,373	4,667	2.19%
					143,820									121,282	6,739,819	7,004,921	265,102	

Degree(s)	Grad Year(s)	1st Year in Teaching	Name Last First	Job Title	08-09 Total Comp	09-10 SUPLT	09-10 Acad & Admin Total	09-10 Acad Rate + Supplement	09-10 Addtl Comp	09-10 Summer Factor	09-10 Summer Research	09-10 Summer Teaching	09-10 Total Compensatio n	Additional Compensation Expiration
JD	1978	1983	Bone, Robert	Chair	\$0	\$10,000	\$247,500	\$257,500	\$11,715	1/3	\$82,500		\$351,715	none; holds harmless BU retirement contribution
LLM/SJD	1999/2003	2003	Avraham, Ronen	Professor	\$0	\$5,000	\$247,500	\$252,500		1/3	\$82,500		\$335,000	
JD	1985	1994	Mann, Ronald	Chair	\$310,000	\$15,000	\$228,750	\$243,750		1/3	\$81,250		\$325,000	
JD	1974	1977	McGarly, Thomas O	Chair	\$313,643	\$15,000	\$232,482	\$247,482		1/3	\$77,494		\$324,976	
LLB	1968	1980	Westbrook, Jay L	Chair	\$317,257	\$15,000	\$231,693	\$246,693		1/3	\$77,231		\$323,924	
JD	1971	1983	Cohen, Jane M	Professor	\$319,972	\$12,000	\$209,229	\$221,229	\$25,000	1/3	\$73,743		\$319,972	none
JD	1987	1988	Rodriguez, Daniel B	Chair	\$318,500	\$10,000	\$210,125	\$220,125	\$25,000	1/3	\$73,375		\$318,500	none
PhD/JD	1969/1973	1968 pol sci; 1979 law	Levinson, Sanford V	Chair	\$316,219	\$22,000	\$215,164	\$237,164		1/3	\$79,055		\$316,219	
JD/LLM	1976/1980	1981	Peroni, Robert J	Chair	\$300,136	\$5,000	\$233,352	\$238,352		1/3	\$77,784		\$316,136	
MD/JD	1988/1988	1995	Sage, William M	Chair	\$254,193	\$10,000	\$183,145	\$193,145	\$60,000	1/3	\$61,048		\$314,193	2024-25
JD	1968	1968	Powe, Lucas A Jr	Chair	\$313,703	\$17,000	\$222,527	\$239,527		1/3	\$74,176		\$313,703	
JD	1974	1983	Rabban, David M	Chair	\$302,169	\$14,500	\$223,252	\$237,752		1/3	\$74,417		\$312,169	
JD	1979	1987	Hu, Henry T	Chair	\$266,037	\$13,500	\$189,403	\$202,903	\$41,574	1/3	\$63,134		\$307,611	none
JD/PhD	1983/1992	1984	Forbath, William E	Chair	\$323,551	\$10,000	\$201,413	\$211,413	\$25,000	1/3	\$67,138		\$303,551	2026-27
PhD/JD	1977/1980	1975 lib arts; 1984 law	Mullenlx, Linda S	Chair	\$293,172	\$15,000	\$206,879	\$221,879	\$10,000	1/3	\$68,960		\$300,839	2015-16
LLB/LLM	1958/1963	1963	Getman, Julius G	Chair	\$300,508	\$22,000	\$203,381	\$225,381		1/3	\$75,127		\$300,508	
JD	1985	1986	Baker, Lynn A	Chair	\$294,876	\$10,000	\$197,407	\$207,407	\$25,000	1/3	\$65,802		\$298,209	2013-14
JD	1968	1973	Robertson, John A	Chair	\$291,789	\$15,000	\$207,592	\$222,592		1/3	\$69,197		\$291,789	
JD	1998	1999	Jinks, Derek P	Professor	\$291,767	\$5,100	\$170,000	\$175,100	\$60,000	1/3	\$56,667		\$291,767	\$10k 2015-16; \$50k none
JD/LLM	1978/1981	1982	Ascher, Mark L	Chair	\$281,645	\$10,000	\$211,234	\$221,234		1/3	\$70,411		\$291,645	
JD	1988	1990	Stelker, Jordan M	Chair	\$290,897	\$5,000	\$176,923	\$181,923	\$50,000	1/3	\$58,974		\$290,897	2014-15
JD	1993	1998	Berman, Mitchell N	Chair	\$277,212	\$4,000	\$175,409	\$179,409	\$50,000	1/3	\$58,470		\$287,879	2020-21; thereafter reduced by \$10k each year
PhD/LLB	1966/1968	1969	Markovits, Richard S	Chair	\$259,733	\$15,000	\$200,236	\$215,236		1/3	\$66,745		\$281,981	
JD/LLM	1966/1969	1976	Markovits, Inga	Chair	\$258,821	\$14,000	\$200,308	\$214,308		1/3	\$66,769		\$281,077	
JD/LLM	1977/1980	1980	Torres, Gerald	Chair	\$271,929	\$9,000	\$203,197	\$212,197		1/3	\$67,732		\$279,929	
JD	1971	1972	Anderson, David A	Chair	\$278,295	\$11,000	\$200,471	\$211,471		1/3	\$66,824		\$278,295	
JD	1975	1977	Goode, Steven J	Chair	\$277,444	\$11,000	\$218,000	\$229,000		2/9	\$48,444		\$277,444	
LLB	1962	1963	Smith, Ernest E	Chair	\$276,688	\$20,000	\$192,516	\$212,516		1/3	\$64,172		\$276,688	
JD/PhD	1994/1999	2006	Wickelgren, Abraham	Professor	\$0	\$5,000	\$202,500	\$207,500		1/3	\$67,500		\$275,000	
JD	1987	1987	Silver, Charles M	Chair	\$273,553	\$4,100	\$200,007	\$204,107	\$25,000	2/9	\$44,446		\$273,553	2013-14
JD/LLM	1969/1974	1974	Weinberg, Louise	Chair	\$272,270	\$15,000	\$210,494	\$225,494		2/9	\$46,776		\$272,270	
LLB/LLM/JSD	1961/1965/1968	1962	Robertson, David W	Chair	\$264,701	\$18,000	\$201,846	\$219,846		2/9	\$44,855		\$264,701	
JD	1983	1985	Dzlenkowski, John S	Chair	\$257,103	\$4,000	\$192,827	\$196,827		1/3	\$64,276		\$261,103	
JD	1966	1968	Dix, George E	Chair	\$256,711	\$18,000	\$195,309	\$213,309		2/9	\$43,402		\$256,711	
JD	1988	1995	Dickerson, Mechele	Assoc Dean	\$244,789	\$6,000	\$187,592	\$193,592		1/3	\$62,531		\$256,123	
JD	1989	1994	Klein, Susan R	Chair	\$248,997	\$4,000	\$188,748	\$192,748		1/3	\$62,916		\$255,664	
JD	1973	1974	Wellborn, Olin G	Professor	\$254,490	\$10,000	\$190,398	\$200,398		1/6	\$10,301	\$43,792	\$254,490	
JD	1987	1992	Wagner, Wendy E	Professor	\$228,250	\$4,000	\$196,714	\$200,714		2/9	\$43,714		\$244,428	
LLB/LLM	1958/1963	1963	Johanson, Stanley M	Chair	\$243,845	\$18,000	\$184,782	\$202,782		2/9	\$41,063		\$243,845	
LLB	1967	1971	Rau, Alan S	Professor	\$231,088	\$10,000	\$189,504	\$199,504		2/9	\$42,112		\$241,616	
JD	1997	2002	Chesney, Robert	Professor	\$0	\$5,000	\$172,500	\$177,500		1/3	\$57,500		\$235,000	
LLB	1966	1970	Sampson, John J	Professor	\$230,796	\$12,000	\$187,539	\$199,539		1/6	\$31,257		\$230,796	
LLB	1954	1966	Graglia, Lino A	Professor	\$227,130	\$12,000	\$184,397	\$196,397		1/6	\$30,733		\$227,130	
JD	1981	1984	Sturley, Michael F	Professor	\$213,904	\$9,000	\$175,632	\$184,632		2/9	\$39,029		\$223,661	
JD	1971	1975	Johnson, Calvin H	Professor	\$221,813	\$9,000	\$182,411	\$191,411		1/6	\$30,402		\$221,813	
PhD/JD	1993/1996	2001	Adelman, David	Chair	\$0	\$5,000	\$161,250	\$166,250		1/3	\$53,750		\$220,000	

Degree(s)	Grad Year(s)	1st Year in Teaching	Name Last First	Job Title	08-09 Total Comp	09-10 SUPLT	09-10 Acad & Admin Total	09-10 Acad Rate + Supplement	09-10 Addtl Comp	09-10 Summer Factor	09-10 Summer Research	09-10 Summer Teaching	09-10 Total Compensatio n	Additional Compensation Expiration
JD	1987	1994	Woolley, Patrick	Professor	\$212,706	\$4,000	\$182,891	\$186,891		1/6	\$30,482		\$217,373	
JD/PhD	1988/1996	1996 pol sci; 2004 law	Lindquist, Stefanle	Professor	\$210,333	\$5,000	\$181,000	\$186,000		1/6	\$30,167		\$216,167	
JD	1989	1992	Engle, Karen L	Professor	\$203,024	\$4,000	\$177,000	\$181,000		1/6	\$29,500		\$210,500	
JD	1988	1991	Blais, Lynn E	Professor	\$187,508	\$5,000	\$163,435	\$168,435		2/9	\$36,319		\$204,754	
JD	1973	1980	Carson, Loftus C II	Professor	\$200,197	\$4,000	\$154,591	\$158,591		Teaching		\$44,831	\$203,422	
JD	1987	1994	Hansen, Patricia I	Professor	\$193,690	\$4,000	\$162,128	\$166,128		Teaching		\$27,562	\$193,690	
LLM/JSD	2001/2003	2005	Dammann, Jens C	Asst Professor	\$190,059	\$0	\$164,908	\$164,908		1/6	\$27,485		\$192,393	
PhD/JD	1997/2000	2006	Golden, John M	Asst Professor	\$184,393	\$0	\$164,908	\$164,908		1/6	\$27,485		\$192,393	
PhD/JD	2001/2004	2005	Kadens, Emily E	Asst Professor	\$185,037	\$0	\$164,908	\$164,908		1/6	\$27,485		\$192,393	
LLM	2000	2004	Bracha, Oren	Professor	\$188,528	\$0	\$161,595	\$161,595		1/6	\$26,933		\$188,528	
JD	2004	2009	Driver, Justin	Asst Professor	\$0		\$138,750	\$138,750		1/3	\$46,250		\$185,000	
LLM/JSD	2003/2008	2008	Ganor, Mira	Asst Professor	\$169,167	\$0	\$150,000	\$150,000		1/6	\$25,000		\$175,000	
JD	2002	2008	Littwin, Angela K.	Asst Professor	\$169,167	\$0	\$150,000	\$150,000		1/6	\$25,000		\$175,000	
JD	2004	2008	Williams, Sean H.	Asst Professor	\$169,167	\$0	\$150,000	\$150,000		1/6	\$25,000		\$175,000	
JD	2003	2009	Laurin, Jennifer	Asst Professor	\$0		\$139,091	\$139,091		2/9	\$30,909		\$170,000	
JD	1973	1975	Churgin, Michael J	Professor	\$159,645	\$6,000	\$158,645	\$164,645		No research			\$164,645	
LLB	1954	1973	Wiseman, Zipporah B	Professor	\$164,213	\$10,000	\$154,213	\$164,213		No research			\$164,213	

Degree(s)	Grad Year(s)	1st Year in Teaching	Name Last First	Job Title	08-09 Total Comp	09-10 SUPLT	09-10 Acad & Admin Total	09-10 Acad Rate + Supplement	09-10 Addtl Comp	09-10 Summer Factor	09-10 Summer Research	09-10 Summer Teaching	09-10 Total Compensation	Additional Compensation	Expiration
LLB	1954	1966	Graglia, Uno A	Professor	\$227,130	\$12,000	\$184,397	\$196,397		1/6	\$30,733		\$227,130		
LLB	1954	1973	Wiseman, Zipporah B	Professor	\$164,213	\$10,000	\$154,213	\$164,213		No research			\$164,213		
LLB/LLM	1958/1963	1963	Getman, Julius G	Chair	\$300,508	\$22,000	\$203,381	\$225,381		1/3	\$75,127		\$300,508		
LLB/LLM	1958/1963	1963	Johanson, Stanley M	Chair	\$243,845	\$18,000	\$184,782	\$202,782		2/9	\$41,063		\$243,845		
LLB/LLM/JSD	1961/1965/1968	1962	Robertson, David W	Chair	\$264,701	\$18,000	\$201,846	\$219,846		2/9	\$44,855		\$264,701		
LLB	1962	1963	Smith, Ernest E	Chair	\$276,688	\$20,000	\$192,516	\$212,516		1/3	\$64,172		\$276,688		
JD	1966	1968	Dix, George E	Chair	\$256,711	\$18,000	\$195,309	\$213,309		2/9	\$43,402		\$256,711		
PhD/LLB	1966/1968	1969	Markovits, Richard S	Chair	\$259,733	\$15,000	\$200,236	\$215,236		1/3	\$66,745		\$281,981		
JD/LLM	1966/1969	1976	Markovits, Inga	Chair	\$258,821	\$14,000	\$200,308	\$214,308		1/3	\$66,769		\$281,077		
LLB	1966	1970	Sampson, John J	Professor	\$230,796	\$12,000	\$187,539	\$199,539		1/6	\$31,257		\$230,796		
LLB	1967	1971	Rau, Alan S	Professor	\$231,088	\$10,000	\$189,504	\$199,504		2/9	\$42,112		\$241,616		
JD	1968	1968	Powe, Lucas A Jr	Chair	\$313,703	\$17,000	\$222,527	\$239,527		1/3	\$74,176		\$313,703		
JD	1968	1973	Robertson, John A	Chair	\$291,789	\$15,000	\$207,592	\$222,592		1/3	\$69,197		\$291,789		
LLB	1968	1980	Westbrook, Jay L	Chair	\$317,257	\$15,000	\$231,693	\$246,693		1/3	\$77,231		\$323,924		
PhD/JD	1969/1973	1968 pol sci; 1979 law	Levinson, Sanford V	Chair	\$316,219	\$22,000	\$215,164	\$237,164		1/3	\$79,055		\$316,219		
JD/LLM	1969/1974	1974	Weinberg, Louise	Chair	\$272,270	\$15,000	\$210,494	\$225,494		2/9	\$46,776		\$272,270		
JD	1971	1972	Anderson, David A	Chair	\$278,295	\$11,000	\$200,471	\$211,471		1/3	\$66,824		\$278,295		
JD	1971	1983	Cohen, Jane M	Professor	\$319,972	\$12,000	\$209,229	\$221,229	\$25,000	1/3	\$73,743		\$319,972	none	
JD	1971	1975	Johnson, Calvin H	Professor	\$221,813	\$9,000	\$182,411	\$191,411		1/6	\$30,402		\$221,813		
JD	1973	1980	Carson, Loftus C II	Professor	\$200,197	\$4,000	\$154,591	\$158,591		Teaching		\$44,831	\$203,422		
JD	1973	1975	Churgin, Michael J	Professor	\$159,645	\$6,000	\$158,645	\$164,645		No research			\$164,645		
JD	1973	1974	Wellborn, Olin G	Professor	\$254,490	\$10,000	\$190,398	\$200,398		1/6	\$10,301	\$43,792	\$254,490		
JD	1974	1977	McGarly, Thomas O	Chair	\$313,643	\$15,000	\$232,482	\$247,482		1/3	\$77,494		\$324,976		
JD	1974	1983	Rabban, David M	Chair	\$302,169	\$14,500	\$223,252	\$237,752		1/3	\$74,417		\$312,169		
JD	1975	1977	Goode, Steven J	Chair	\$277,444	\$11,000	\$218,000	\$229,000		2/9	\$48,444		\$277,444		
JD/LLM	1976/1980	1981	Peroni, Robert J	Chair	\$300,136	\$5,000	\$233,352	\$238,352		1/3	\$77,784		\$316,136		
PhD/JD	1977/1980	1975 lib arts; 1984 law	Mullenix, Linda S	Chair	\$293,172	\$15,000	\$206,879	\$221,879	\$10,000	1/3	\$68,960		\$300,839	2015-16	
JD/LLM	1977/1980	1980	Torres, Gerald	Chair	\$271,929	\$9,000	\$203,197	\$212,197		1/3	\$67,732		\$279,929		
JD/LLM	1978/1981	1982	Ascher, Mark L	Chair	\$281,645	\$10,000	\$211,234	\$221,234		1/3	\$70,411		\$291,645		
JD	1978	1983	Bone, Robert	Chair	\$0	\$10,000	\$247,500	\$257,500	\$11,715	1/3	\$82,500		\$351,715	none; holds harmless BU retirement contribution	
JD	1979	1987	Hu, Henry T	Chair	\$266,037	\$13,500	\$189,403	\$202,903	\$41,574	1/3	\$63,134		\$307,611	none	
JD	1981	1984	Sturley, Michael F	Professor	\$213,904	\$9,000	\$175,632	\$184,632		2/9	\$39,029		\$223,661		
JD	1983	1985	Dzienkowski, John S	Chair	\$257,103	\$4,000	\$192,827	\$196,827		1/3	\$64,276		\$261,103		
JD/PhD	1983/1992	1984	Forbath, William E	Chair	\$323,551	\$10,000	\$201,413	\$211,413	\$25,000	1/3	\$67,138		\$303,551	2026-27	
JD	1985	1986	Baker, Lynn A	Chair	\$294,876	\$10,000	\$197,407	\$207,407	\$25,000	1/3	\$65,802		\$298,209	2013-14	
JD	1985	1994	Mann, Ronald	Chair	\$310,000	\$15,000	\$228,750	\$243,750		1/3	\$81,250		\$325,000		
JD	1987	1994	Hansen, Patricia I	Professor	\$193,690	\$4,000	\$162,128	\$166,128		Teaching		\$27,562	\$193,690		
JD	1987	1988	Rodriguez, Daniel B	Chair	\$318,500	\$10,000	\$210,125	\$220,125	\$25,000	1/3	\$73,375		\$318,500	none	
JD	1987	1987	Silver, Charles M	Chair	\$273,553	\$4,100	\$200,007	\$204,107	\$25,000	2/9	\$44,446		\$273,553	2013-14	
JD	1987	1992	Wagner, Wendy E	Professor	\$228,250	\$4,000	\$196,714	\$200,714		2/9	\$43,714		\$244,428		
JD	1987	1994	Woolley, Patrick	Professor	\$212,706	\$4,000	\$182,891	\$186,891		1/6	\$30,482		\$217,373		
JD	1988	1991	Blais, Lynn E	Professor	\$187,508	\$5,000	\$163,435	\$168,435		2/9	\$36,319		\$204,754		
JD	1988	1995	Dickerson, Mechele	Assoc Dean	\$244,789	\$6,000	\$187,592	\$193,592		1/3	\$62,531		\$256,123		
JD	1988	1990	Steiker, Jordan M	Chair	\$290,897	\$5,000	\$176,923	\$181,923	\$50,000	1/3	\$58,974		\$290,897	2014-15	
MD/JD	1988/1988	1995	Sage, William M	Chair	\$254,193	\$10,000	\$183,145	\$193,145	\$60,000	1/3	\$61,048		\$314,193	2024-25	
JD/PhD	1988/1996	1996 pol sci; 2004 law	Lindquist, Stefanie	Professor	\$210,333	\$5,000	\$181,000	\$186,000		1/6	\$30,167		\$216,167		

Degree(s)	Grad Year(s)	1st Year in Teaching	Name Last First	Job Title	08-09 Total Comp	09-10 SUPLT	09-10 Acad & Admin Total	09-10 Acad Rate + Supplement	09-10 Addtl Comp	09-10 Summer Factor	09-10 Summer Research	09-10 Summer Teaching	09-10 Total Compensatio n	Additional Compensation Expiration
JD	1989	1992	Engle, Karen L	Professor	\$203,024	\$4,000	\$177,000	\$181,000		1/6	\$29,500		\$210,500	
JD	1989	1994	Klein, Susan R	Chair	\$248,997	\$4,000	\$188,748	\$192,748		1/3	\$62,916		\$255,664	
PhD/JD	1993/1996	2001	Adelman, David	Chair	\$0	\$5,000	\$161,250	\$166,250		1/3	\$53,750		\$220,000	
JD	1993	1998	Berman, Mitchell N	Chair	\$277,212	\$4,000	\$175,409	\$179,409	\$50,000	1/3	\$58,470		\$287,879	2020-21; thereafter reduced by \$10k each year
JD/PhD	1994/1999	2006	Wickelgren, Abraham	Professor	\$0	\$5,000	\$202,500	\$207,500		1/3	\$67,500		\$275,000	
JD	1997	2002	Chesney, Robert	Professor	\$0	\$5,000	\$172,500	\$177,500		1/3	\$57,500		\$235,000	
PhD/JD	1997/2000	2006	Golden, John M	Asst Professor	\$184,393	\$0	\$164,908	\$164,908		1/6	\$27,485		\$192,393	
JD	1998	1999	Jinks, Derek P	Professor	\$291,767	\$5,100	\$170,000	\$175,100	\$60,000	1/3	\$56,667		\$291,767	\$10k 2015-16; \$50k none
LLM/SJD	1999/2003	2003	Avraham, Ronen	Professor	\$0	\$5,000	\$247,500	\$252,500		1/3	\$82,500		\$335,000	
LLM	2000	2004	Bracha, Oren	Professor	\$188,528	\$0	\$161,595	\$161,595		1/6	\$26,933		\$188,528	
LLM/JSD	2001/2003	2005	Dammann, Jens C	Asst Professor	\$190,059	\$0	\$164,908	\$164,908		1/6	\$27,485		\$192,393	
PhD/JD	2001/2004	2005	Kadens, Emily E	Asst Professor	\$185,037	\$0	\$164,908	\$164,908		1/6	\$27,485		\$192,393	
JD	2002	2008	Littwin, Angela K.	Asst Professor	\$169,167	\$0	\$150,000	\$150,000		1/6	\$25,000		\$175,000	
LLM/JSD	2003/2008	2008	Ganor, Mira	Asst Professor	\$169,167	\$0	\$150,000	\$150,000		1/6	\$25,000		\$175,000	
JD	2003	2009	Laurin, Jennifer	Asst Professor	\$0		\$139,091	\$139,091		2/9	\$30,909		\$170,000	
JD	2004	2009	Driver, Justin	Asst Professor	\$0		\$138,750	\$138,750		1/3	\$46,250		\$185,000	
JD	2004	2008	Williams, Sean H.	Asst Professor	\$169,167	\$0	\$150,000	\$150,000		1/6	\$25,000		\$175,000	

Degree(s)	Grad Year(s)	1st Year in Teaching	Name Last First	09-10 Addtl Comp	09-10 Summer Factor	09-10 Total Compensation	Additional Compensation Expiration	1%	2%	3%	4%	5%	Proposed Increase	Proposed % Increase	Proposed Total Compensation
JD	1978	1983	Bone, Robert	\$11,715	1/3	\$351,715	none; holds harmless BU retirement contribution	\$3,517	\$7,034	\$10,551	\$14,069	\$17,586	\$0	0.00%	\$351,715
LLM/SJD	1999/2003	2003	Avraham, Ronen		1/3	\$335,000		\$3,350	\$6,700	\$10,050	\$13,400	\$16,750	\$0	0.00%	\$335,000
JD	1974	1977	McGarlty, Thomas O		1/3	\$324,976		\$3,250	\$6,500	\$9,749	\$12,999	\$16,249	\$6,500	2.00%	\$331,476
LLB	1968	1980	Westbrook, Jay L		1/3	\$323,924		\$3,239	\$6,478	\$9,718	\$12,957	\$16,196	\$7,552	2.33%	\$331,476
JD	1985	1994	Mann, Ronald		1/3	\$325,000		\$3,250	\$6,500	\$9,750	\$13,000	\$16,250	\$0	0.00%	\$325,000
JD/LLM	1976/1980	1981	Peroni, Robert J		1/3	\$318,136		\$3,161	\$6,323	\$9,484	\$12,645	\$15,807	\$6,323	2.00%	\$322,459
JD	1987	1988	Rodriguez, Daniel B	\$25,000	1/3	\$318,500	none	\$3,185	\$6,370	\$9,555	\$12,740	\$15,925	\$3,185	1.00%	\$321,685
JD	1968	1968	Powe, Lucas A Jr		1/3	\$313,703		\$3,137	\$6,274	\$9,411	\$12,548	\$15,685	\$7,843	2.50%	\$321,545
MD/JD	1988/1988	1995	Sage, William M	\$60,000	1/3	\$314,193	2024-25	\$3,142	\$6,284	\$9,426	\$12,568	\$15,710	\$6,284	2.00%	\$320,477
JD	1971	1983	Cohen, Jane M	\$25,000	1/3	\$319,972	none	\$3,200	\$6,399	\$9,599	\$12,799	\$15,999	\$0	0.00%	\$319,972
PhD/JD	1969/1973	1968 pol sci; 1979 law	Levinson, Sanford V		1/3	\$316,219		\$3,162	\$6,324	\$9,487	\$12,649	\$15,811	\$1,581	0.50%	\$317,800
JD	1974	1983	Rabban, David M		1/3	\$312,169		\$3,122	\$6,243	\$9,365	\$12,487	\$15,608	\$4,683	1.50%	\$316,852
JD/PhD	1983/1992	1984	Forbath, William E	\$25,000	1/3	\$303,551	2026-27	\$3,036	\$6,071	\$9,107	\$12,142	\$15,178	\$6,071	2.00%	\$309,622
JD	1979	1987	Hu, Henry T	\$41,574	1/3	\$307,611	none	\$3,076	\$6,152	\$9,228	\$12,304	\$15,381	\$0	0.00%	\$307,611
JD	1985	1986	Baker, Lynn A	\$25,000	1/3	\$298,209	2013-14	\$2,982	\$5,964	\$8,946	\$11,928	\$14,910	\$5,964	2.00%	\$304,173
LLB/LLM	1958/1963	1963	Getman, Julius G		1/3	\$300,508		\$3,005	\$6,010	\$9,015	\$12,020	\$15,025	\$1,503	0.50%	\$302,011
PhD/JD	1977/1980	1975 lib arts; 1984 law	Mullenix, Linda S	\$10,000	1/3	\$300,839	2015-16	\$3,008	\$6,017	\$9,025	\$12,034	\$15,042		0.00%	\$300,839
JD	1968	1973	Robertson, John A		1/3	\$291,789		\$2,918	\$5,836	\$8,754	\$11,672	\$14,589	\$8,754	3.00%	\$300,543
JD/LLM	1978/1981	1982	Ascher, Mark L		1/3	\$291,645		\$2,916	\$5,833	\$8,749	\$11,666	\$14,582	\$4,375	1.50%	\$296,020
JD	1987	1987	Silver, Charles M	\$25,000	2/9	\$273,553	2013-14	\$2,736	\$5,471	\$8,207	\$10,942	\$13,678	\$22,223	8.12%	\$295,776
JD	1998	1999	Jinks, Derek P	\$80,000	1/3	\$291,767	\$10k 2015-16; \$50k none	\$2,918	\$5,835	\$8,753	\$11,671	\$14,588	\$2,918	1.00%	\$294,685
JD	1988	1990	Stelker, Jordan M	\$50,000	1/3	\$290,897	2014-15	\$2,909	\$5,818	\$8,727	\$11,636	\$14,545	\$2,909	1.00%	\$293,806
JD	1993	1998	Berman, Mitchell N	\$50,000	1/3	\$287,879	2020-21; thereafter reduced by \$10k each year	\$2,879	\$5,758	\$8,636	\$11,515	\$14,394	\$2,879	1.00%	\$290,758
LLB	1962	1963	Smith, Ernest E		1/3	\$276,688		\$2,767	\$5,534	\$8,301	\$11,068	\$13,834	\$8,301	3.00%	\$284,989
JD	1971	1972	Anderson, David A		1/3	\$278,295		\$2,783	\$5,566	\$8,349	\$11,132	\$13,915	\$5,566	2.00%	\$283,861
PhD/LLB	1966/1968	1969	Markovits, Richard S		1/3	\$281,981		\$2,820	\$5,640	\$8,459	\$11,279	\$14,099	\$1,410	0.50%	\$283,391
JD	1975	1977	Goode, Steven J		2/9	\$277,444		\$2,774	\$5,549	\$8,323	\$11,098	\$13,872	\$5,549	2.00%	\$282,993
JD/LLM	1977/1980	1980	Torres, Gerald		1/3	\$279,929		\$2,799	\$5,599	\$8,398	\$11,197	\$13,996	\$2,799	1.00%	\$282,728
JD/LLM	1966/1969	1976	Markovits, Inga		1/3	\$281,077		\$2,811	\$5,622	\$8,432	\$11,243	\$14,054	\$1,405	0.50%	\$282,483
JD/PhD	1994/1999	2006	Wickelgren, Abraham		1/3	\$275,000		\$2,750	\$5,500	\$8,250	\$11,000	\$13,750	\$5,500	2.00%	\$280,500
JD/LLM	1969/1974	1974	Weinberg, Louise		2/9	\$272,270		\$2,723	\$5,445	\$8,168	\$10,891	\$13,614	\$4,084	1.50%	\$276,355
LLB/LLM/JSD	1961/1965/1968	1962	Robertson, David W		2/9	\$264,701		\$2,647	\$5,294	\$7,941	\$10,588	\$13,235	\$3,971	1.50%	\$268,671
JD	1983	1985	Dzlenkowski, John S		1/3	\$261,103		\$2,611	\$5,222	\$7,833	\$10,444	\$13,055	\$5,222	2.00%	\$266,325
JD	1988	1995	Dickerson, Mechele		1/3	\$256,123		\$2,561	\$5,122	\$7,684	\$10,245	\$12,806	\$7,684	3.00%	\$263,807
LLB	1967	1971	Rau, Alan S		2/9	\$241,616		\$2,416	\$4,832	\$7,248	\$9,665	\$12,081	\$21,056	8.71%	\$262,672
JD	1989	1994	Klein, Susan R		1/3	\$255,664		\$2,557	\$5,113	\$7,670	\$10,227	\$12,783	\$6,392	2.50%	\$262,056
JD	1968	1968	Dix, George E		2/9	\$256,711		\$2,567	\$5,134	\$7,701	\$10,268	\$12,836	\$2,567	1.00%	\$259,278
JD/PhD	1988/1996	1996 pol sci; 2004 law	Wellborn, Olin G		1/6	\$256,414		\$2,564	\$5,128	\$7,692	\$10,257	\$12,821	\$2,564	1.00%	\$258,978
LLB/LLM	1958/1963	1963	Lindquist, Stefanie		1/6	\$216,167		\$2,162	\$4,323	\$6,485	\$8,647	\$10,808	\$30,167	13.96%	\$246,333
JD	1987	1992	Johanson, Stanley M		2/9	\$243,845		\$2,438	\$4,877	\$7,315	\$9,754	\$12,192	\$2,438	1.00%	\$246,283
JD	1981	1984	Wagner, Wendy E		2/9	\$244,428		\$2,444	\$4,889	\$7,333	\$9,777	\$12,221	\$0	0.00%	\$244,428
JD	1997	2002	Sturley, Michael F		2/9	\$223,661		\$2,237	\$4,473	\$6,710	\$8,946	\$11,183	\$19,515	8.73%	\$243,176
LLB	1966	1970	Chesney, Robert		1/3	\$235,000		\$2,350	\$4,700	\$7,050	\$9,400	\$11,750	\$4,700	2.00%	\$239,700
LLB	1954	1966	Sampson, John J		1/6	\$230,796		\$2,308	\$4,616	\$6,924	\$9,232	\$11,540	\$2,308	1.00%	\$233,104
PhD/JD	1993/1996	2001	Graglia, Lino A		1/6	\$227,130		\$2,271	\$4,543	\$6,814	\$9,085	\$11,356	\$4,543	2.00%	\$231,673
JD	1971	1975	Adelman, David		1/3	\$220,000		\$2,200	\$4,400	\$6,600	\$8,800	\$11,000	\$2,200	1.00%	\$222,200
JD	1987	1994	Johnson, Calvin H		1/6	\$221,813		\$2,218	\$4,436	\$6,654	\$8,873	\$11,091	\$0	0.00%	\$221,813
JD			Woolley, Patrick		1/6	\$217,373		\$2,174	\$4,347	\$6,521	\$8,695	\$10,869	\$4,347	2.00%	\$221,720

Degree(s)	Grad Year(s)	1st Year In Teaching	Name Last First	09-10 Addtl Comp	09-10 Summer Factor	09-10 Total Compensation	Additional Compensation Explanation	1%	2%	3%	4%	5%	Proposed Increase	Proposed % Increase	Proposed Total Compensation
JD	1989	1992	Engle, Karen L		1/6	\$210,500									
JD	1988	1991	Blais, Lynn E		2/9	\$204,754		\$2,105	\$4,210	\$6,315	\$8,420	\$10,525	\$2,105	1.00%	\$212,605
JD	1973	1980	Carson, Loftus C II		Teaching	\$203,422		\$2,048	\$4,095	\$6,143	\$8,190	\$10,238	\$2,048	1.00%	\$206,802
PhD/JD	1997/2000	2006	Golden, John M		1/6	\$192,393		\$2,034	\$4,068	\$6,103	\$8,137	\$10,171	\$0	0.00%	\$203,422
PhD/JD	2001/2004	2005	Kadens, Emily E		1/6	\$192,393		\$1,924	\$3,848	\$5,772	\$7,696	\$9,620	\$5,772	3.00%	\$198,165
LLM/JSD	2001/2003	2005	Dammann, Jens C		1/6	\$192,393		\$1,924	\$3,848	\$5,772	\$7,696	\$9,620	\$5,772	3.00%	\$198,165
JD	1987	1994	Hansen, Patricia I		Teaching	\$193,690		\$1,924	\$3,848	\$5,772	\$7,696	\$9,620	\$3,848	2.00%	\$196,241
LLM	2000	2004	Bracha, Oren		1/6	\$188,528		\$1,937	\$3,874	\$5,811	\$7,748	\$9,684	\$968	0.50%	\$194,658
JD	2004	2009	Driver, Justin		1/3	\$185,000		\$1,885	\$3,771	\$5,656	\$7,541	\$9,426	\$3,771	2.00%	\$192,299
LLM/JSD	2003/2008	2008	Ganor, Mira		1/6	\$175,000		\$1,850	\$3,700	\$5,550	\$7,400	\$9,250	\$3,700	2.00%	\$188,700
JD	2002	2008	Uttwin, Angela K.		1/6	\$175,000		\$1,750	\$3,500	\$5,250	\$7,000	\$8,750	\$5,250	3.00%	\$180,250
JD	2004	2008	Williams, Sean H.		1/6	\$175,000		\$1,750	\$3,500	\$5,250	\$7,000	\$8,750	\$5,250	3.00%	\$180,250
JD	2003	2009	Laurin, Jennifer		2/9	\$170,000		\$1,750	\$3,500	\$5,250	\$7,000	\$8,750	\$5,250	3.00%	\$180,250
JD	1973	1975	Churgin, Michael J		No research	\$164,645		\$1,700	\$3,400	\$5,100	\$6,800	\$8,500	\$6,800	4.00%	\$176,800
LLB	1954	1973	Wiseman, Zipporah B		No research	\$164,213		\$1,648	\$3,293	\$4,939	\$6,586	\$8,232	\$2,470	1.50%	\$167,115
								\$1,842	\$3,284	\$4,926	\$6,569	\$8,211	\$0	0.00%	\$164,213
JD	1980		Cross, Frank B		1/12	\$114,175		\$1,142	\$2,283	\$3,425	\$4,567	\$5,709	\$2,283	2.00%	\$116,458
PhD	1979		Delgh, John	\$10,000	1/12	\$59,433	add'l SUPLT to run Law & Phil program	\$594	\$1,189	\$1,783	\$2,377	\$2,972	\$1,783	3.00%	\$61,216
			Markesinis, Basil S		No research	\$117,713		\$1,177	\$2,354	\$3,531	\$4,709	\$5,886	\$0	0.00%	\$117,713
PhD	1987		Perry, Hersel W		1/12	\$85,943		\$859	\$1,719	\$2,578	\$3,438	\$4,297	\$2,149	2.50%	\$88,092
			Stapleton, Barbara J		1/3	\$150,000		\$1,500	\$3,000	\$4,500	\$6,000	\$7,500	\$1,500	1.00%	\$151,500
				\$406,574		\$16,719,176							Proposed Allocation	\$316,551	
					2% Pool	\$334,384							Residual of 2% Pool	\$17,832	

Degree(s)	Grad Year(s)	1st Year in Teaching	Name Last First	Job Title	08-09 Total Comp	09-10 SUPLT	09-10 Acad & Admin Total	09-10 Acad Rate + Supplement	09-10 Addtl Comp	09-10 Summer Factor	09-10 Summer Research	09-10 Summer Teaching	09-10 Total Compensatio n	Additional Compensation Expiration
PhD/JD	1993/1996	2001	Adelman, David	Chair	\$0	\$5,000	\$181,250	\$166,250		1/3	\$53,750		\$220,000	
JD	1971	1972	Anderson, David A	Chair	\$278,295	\$11,000	\$200,471	\$211,471		1/3	\$66,824		\$278,295	
JD/LLM	1978/1981	1982	Ascher, Mark L	Chair	\$281,645	\$10,000	\$211,234	\$221,234		1/3	\$70,411		\$291,645	
LLM/SJD	1999/2003	2003	Avraham, Ronen	Professor	\$0	\$5,000	\$247,500	\$252,500		1/3	\$82,500		\$335,000	
JD	1985	1986	Baker, Lynn A	Chair	\$294,876	\$10,000	\$197,407	\$207,407	\$25,000	1/3	\$65,802		\$298,209	2013-14
JD	1993	1998	Berman, Mitchell N	Chair	\$277,212	\$4,000	\$175,409	\$179,409	\$50,000	1/3	\$58,470		\$287,879	2020-21; thereafter reduced by \$10k each year
JD	1988	1991	Blais, Lynn E	Professor	\$187,508	\$5,000	\$163,435	\$168,435		2/9	\$36,319		\$204,754	
JD	1978	1983	Bone, Robert	Chair	\$0	\$10,000	\$247,500	\$257,500	\$11,715	1/3	\$82,500		\$351,715	none; holds harmless BU retirement contribution
LLM	2000	2004	Bracha, Oren	Professor	\$188,528	\$0	\$161,595	\$161,595		1/6	\$26,933		\$188,528	
JD	1973	1980	Carson, Loftus C II	Professor	\$200,197	\$4,000	\$154,591	\$158,591		Teaching		\$44,831	\$203,422	
JD	1997	2002	Chesney, Robert	Professor	\$0	\$5,000	\$172,500	\$177,500		1/3	\$57,500		\$235,000	
JD	1973	1975	Churgin, Michael J	Professor	\$159,645	\$6,000	\$158,645	\$164,645		No research			\$164,645	
JD	1971	1983	Cohen, Jane M	Professor	\$319,972	\$12,000	\$209,229	\$221,229	\$25,000	1/3	\$73,743		\$319,972	none
LLM/JSD	2001/2003	2005	Dammann, Jens C	Asst Professor	\$190,059	\$0	\$164,908	\$164,908		1/6	\$27,485		\$192,393	
JD	1988	1995	Dickerson, Mechele	Assoc Dean	\$244,789	\$6,000	\$187,592	\$193,592		1/3	\$62,531		\$256,123	
JD	1966	1968	Dix, George E	Chair	\$256,711	\$18,000	\$195,309	\$213,309		2/9	\$43,402		\$256,711	
JD	2004	2009	Driver, Justin	Asst Professor	\$0		\$138,750	\$138,750		1/3	\$46,250		\$185,000	
JD	1983	1985	Dzienkowski, John S	Chair	\$257,103	\$4,000	\$192,827	\$196,827		1/3	\$64,276		\$261,103	
JD	1989	1992	Engle, Karen L	Professor	\$203,024	\$4,000	\$177,000	\$181,000		1/6	\$29,500		\$210,500	
JD/PhD	1983/1992	1984	Forbath, William E	Chair	\$323,551	\$10,000	\$201,413	\$211,413	\$25,000	1/3	\$67,138		\$303,551	2026-27
LLM/JSD	2003/2008	2008	Ganor, Mira	Asst Professor	\$169,167	\$0	\$150,000	\$150,000		1/6	\$25,000		\$175,000	
LLB/LLM	1958/1963	1963	Getman, Julius G	Chair	\$300,508	\$22,000	\$203,381	\$225,381		1/3	\$75,127		\$300,508	
PhD/JD	1997/2000	2006	Golden, John M	Asst Professor	\$184,393	\$0	\$164,908	\$164,908		1/6	\$27,485		\$192,393	
JD	1975	1977	Goode, Steven J	Chair	\$277,444	\$11,000	\$218,000	\$229,000		2/9	\$48,444		\$277,444	
LLB	1954	1966	Graglia, Lino A	Professor	\$227,130	\$12,000	\$184,397	\$196,397		1/6	\$30,733		\$227,130	
JD	1987	1994	Hansen, Patricia I	Professor	\$193,690	\$4,000	\$162,128	\$166,128		Teaching		\$27,562	\$193,690	
JD	1979	1987	Hu, Henry T	Chair	\$266,037	\$13,500	\$189,403	\$202,903	\$41,574	1/3	\$63,134		\$307,611	none
JD	1998	1999	Jinks, Derek P	Professor	\$291,767	\$5,100	\$170,000	\$175,100	\$60,000	1/3	\$56,667		\$291,767	\$10k 2015-16; \$50k none
LLB/LLM	1958/1963	1963	Johanson, Stanley M	Chair	\$243,845	\$18,000	\$184,782	\$202,782		2/9	\$41,063		\$243,845	
PhD/JD	2001/2004	2005	Johnson, Calvin H	Professor	\$221,813	\$9,000	\$182,411	\$191,411		1/6	\$30,402		\$221,813	
JD	1989	1994	Kadens, Emily E	Asst Professor	\$185,037	\$0	\$164,908	\$164,908		1/6	\$27,485		\$192,393	
JD	2003	2009	Klein, Susan R	Chair	\$248,997	\$4,000	\$188,748	\$192,748		1/3	\$62,916		\$255,664	
PhD/JD	1969/1973	1968 pol sci; 1979 law	Laurin, Jennifer	Asst Professor	\$0		\$139,091	\$139,091		2/9	\$30,909		\$170,000	
JD/PhD	1988/1996	1996 pol sci; 2004 law	Levinson, Sanford V	Chair	\$316,219	\$22,000	\$215,164	\$237,164		1/3	\$79,055		\$316,219	
JD	2002	2008	Lindquist, Stefanie	Professor	\$210,333	\$5,000	\$181,000	\$186,000		1/6	\$30,167		\$216,167	
JD	1985	1994	Littwin, Angela K	Asst Professor	\$169,167	\$0	\$150,000	\$150,000		1/6	\$25,000		\$175,000	
JD/LLM	1966/1969	1976	Mann, Ronald	Chair	\$310,000	\$15,000	\$228,750	\$243,750		1/3	\$81,250		\$325,000	
PhD/LLB	1966/1968	1969	Markovits, Inga	Chair	\$258,821	\$14,000	\$200,308	\$214,308		1/3	\$66,769		\$281,077	
JD	1974	1977	Markovits, Richard S	Chair	\$259,733	\$15,000	\$200,236	\$215,236		1/3	\$66,745		\$281,981	
PhD/JD	1977/1980	1975 lib arts; 1984 law	McCarthy, Thomas O	Chair	\$313,643	\$15,000	\$232,482	\$247,482		1/3	\$77,494		\$324,976	
JD/LLM	1976/1980	1981	Mullenix, Linda S	Chair	\$293,172	\$15,000	\$206,879	\$221,879	\$10,000	1/3	\$68,960		\$300,839	2015-16
JD	1968	1968	Peroni, Robert J	Chair	\$300,136	\$5,000	\$233,352	\$238,352		1/3	\$77,784		\$316,136	
JD	1974	1983	Powe, Lucas A Jr	Chair	\$313,703	\$17,000	\$222,527	\$239,527		1/3	\$74,176		\$313,703	
LLB	1967	1971	Rabban, David M	Chair	\$302,169	\$14,500	\$223,252	\$237,752		1/3	\$74,417		\$312,169	
LLB/LLM/JSD	1961/1965/1968	1962	Rau, Alan S	Professor	\$231,088	\$10,000	\$189,504	\$199,504		2/9	\$42,112		\$241,616	
			Robertson, David W	Chair	\$264,701	\$18,000	\$201,846	\$219,846		2/9	\$44,855		\$264,701	

Degree(s)	Grad Year(s)	1st Year in Teaching	Name Last First	Job Title	08-09 Total Comp	09-10 SUPLT	09-10 Acad & Admin Total	09-10 Acad Rate + Supplement	09-10 Addtl Comp	09-10 Summer Factor	09-10 Summer Research	09-10 Summer Teaching	09-10 Total Compensatio n	Additional Compensation Expiration
JD	1968	1973	Robertson, John A	Chair	\$291,789	\$15,000	\$207,592	\$222,592		1/3	\$69,197		\$291,789	
JD	1987	1988	Rodriguez, Daniel B	Chair	\$318,500	\$10,000	\$210,125	\$220,125	\$25,000	1/3	\$73,375		\$318,500	none
MD/JD	1988/1988	1995	Sage, William M	Chair	\$254,193	\$10,000	\$183,145	\$193,145	\$60,000	1/3	\$61,048		\$314,193	2024-25
LLB	1966	1970	Sampson, John J	Professor	\$230,796	\$12,000	\$187,539	\$199,539		1/6	\$31,257		\$230,796	
JD	1987	1987	Silver, Charles M	Chair	\$273,553	\$4,100	\$200,007	\$204,107	\$25,000	2/9	\$44,446		\$273,553	2013-14
LLB	1962	1963	Smith, Ernest E	Chair	\$276,688	\$20,000	\$192,516	\$212,516		1/3	\$64,172		\$276,688	
JD	1988	1990	Steiker, Jordan M	Chair	\$290,897	\$5,000	\$176,923	\$181,923	\$50,000	1/3	\$58,974		\$290,897	2014-15
JD	1981	1984	Sturley, Michael F	Professor	\$213,904	\$9,000	\$175,632	\$184,632		2/9	\$39,029		\$223,661	
JD/LLM	1977/1980	1980	Torres, Gerald	Chair	\$271,929	\$9,000	\$203,197	\$212,197		1/3	\$67,732		\$279,929	
JD	1987	1992	Wagner, Wendy E	Professor	\$228,250	\$4,000	\$196,714	\$200,714		2/9	\$43,714		\$244,428	
JD/LLM	1969/1974	1974	Weinberg, Louise	Chair	\$272,270	\$15,000	\$210,494	\$225,494		2/9	\$46,776		\$272,270	
JD	1973	1974	Wellborn, Olin G	Professor	\$254,490	\$10,000	\$190,398	\$200,398		1/6	\$10,301	\$43,792	\$254,490	
LLB	1968	1980	Westbrook, Jay L	Chair	\$317,257	\$15,000	\$231,693	\$246,693		1/3	\$77,231		\$323,924	
JD/PhD	1994/1999	2006	Wickelgren, Abraham	Professor	\$0	\$5,000	\$202,500	\$207,500		1/3	\$67,500		\$275,000	
JD	2004	2008	Williams, Sean H.	Asst Professor	\$169,167	\$0	\$150,000	\$150,000		1/6	\$25,000		\$175,000	
LLB	1954	1973	Wiseman, Zipporah B	Professor	\$164,213	\$10,000	\$154,213	\$164,213		No research			\$164,213	
JD	1987	1994	Woolley, Patrick	Professor	\$212,706	\$4,000	\$182,691	\$186,691		1/6	\$30,482		\$217,373	

Sorted by Total Comp

Degree(s)	Grad Year(s)	1st Year in Teaching	Name Last First	10-11 Acad Rate + Supplement	10-11 Addtl Comp	10-11 Summer Factor	09-10 Total Comp	10-11 Continuing Comp	10-11 One Time Payment	Additional Compensation Expiration	1%	2%	3%	4%	5%
1 JD	1978	1983	Bone, Robert	\$257,500	\$11,715	1/3	\$351,715	\$351,715							
2 JD/PhD	1977/1979	1979	Spitzer, Matthew L	\$257,500		1/3	\$0	\$340,000	\$0	none; holds harmless BU retirement contribution	\$3,517	\$7,034	\$10,551	\$14,069	\$17,586
3 LLM/SJD	1999/2003	2003	Avraham, Ronen	\$252,500		1/3	\$335,000	\$335,000		\$82,492 of total comp is paid by McCombs	\$3,400	\$6,800	\$10,200	\$13,600	\$17,000
4 PhD/JD	1977/1980	1975 lib arts; 1984 law	Mullenix, Linda S	\$241,879	\$10,000	1/3	\$300,839	\$327,505	\$0		\$3,350	\$6,700	\$10,050	\$13,400	\$16,750
5 JD	1974	1977	McGarlty, Thomas O	\$247,482		1/3	\$324,976	\$324,976	\$0	2015-16	\$3,275	\$6,550	\$9,825	\$13,100	\$16,375
6 LLB	1968	1980	Westbrook, Jay L	\$246,693		1/3	\$323,924	\$323,924	\$6,500		\$3,250	\$6,500	\$9,749	\$12,999	\$16,249
7 JD	1971	1983	Cohen, Jane M	\$221,229	\$25,000	1/3	\$319,972	\$319,972	\$7,552		\$3,239	\$6,478	\$9,718	\$12,957	\$16,196
8 JD	1987	1988	Rodriguez, Daniel B	\$220,125	\$25,000	1/3	\$318,500	\$318,500	\$3,200	none	\$3,200	\$6,399	\$9,599	\$12,799	\$15,999
9 PhD/JD	1969/1973	1968 pol sci; 1979 law	Levinson, Sanford V	\$237,164		1/3	\$316,219	\$316,219	\$3,185	none	\$3,185	\$6,370	\$9,555	\$12,740	\$15,925
10 JD/LLM	1976/1980	1981	Peroni, Robert J	\$238,352		1/3	\$316,136	\$316,136	\$1,581		\$3,162	\$6,324	\$9,487	\$12,649	\$15,811
11 MD/JD	1988/1988	1995	Sage, William M	\$193,145	\$60,000	1/3	\$314,193	\$314,193	\$6,323		\$3,161	\$6,323	\$9,484	\$12,645	\$15,807
12 JD	1968	1968	Powe, Lucas A Jr	\$239,527		1/3	\$313,703	\$313,703	\$6,284	2024-25	\$3,142	\$6,284	\$9,426	\$12,568	\$15,710
13 JD	1974	1983	Rabban, David M	\$237,752		1/3	\$312,169	\$312,169	\$7,843		\$3,137	\$6,274	\$9,411	\$12,548	\$15,685
14 JD	1979	1987	Hu, Henry T	\$202,903	\$41,574	1/3	\$307,611	\$307,611	\$4,683		\$3,122	\$6,243	\$9,365	\$12,487	\$15,608
15 JD/PhD	1983/1992	1984	Forbath, William E	\$211,413	\$25,000	1/3	\$303,551	\$303,551	\$0	none	\$3,076	\$6,152	\$9,228	\$12,304	\$15,381
16 LLB/LLM	1958/1963	1963	Getman, Julius G	\$225,381		1/3	\$300,508	\$300,508	\$6,071	2026-27	\$3,036	\$6,071	\$9,107	\$12,142	\$15,178
17 JD	1985	1986	Baker, Lynn A	\$207,407	\$25,000	1/3	\$298,209	\$298,209	\$1,503		\$3,005	\$6,010	\$9,015	\$12,020	\$15,025
18 JD	1988	1990	Stelker, Jordan M	\$196,823	\$35,000	1/3	\$290,897	\$295,897	\$5,964	2013-14	\$2,982	\$5,964	\$8,946	\$11,928	\$14,910
19 JD	1987	1987	Silver, Charles M	\$204,107	\$25,000	1/3	\$273,553	\$295,776	\$2,909	2014-15; decr \$15k in 10-11 w/ offset to acad rate	\$2,959	\$5,918	\$8,877	\$11,836	\$14,795
20 JD	1988	1973	Robertson, John A	\$222,592		1/3	\$291,789	\$291,789	\$0	2013-14	\$2,958	\$5,916	\$8,873	\$11,831	\$14,789
21 JD	1998	1999	Jinks, Derek P	\$175,100	\$60,000	1/3	\$291,767	\$291,767	\$8,754		\$2,918	\$5,836	\$8,754	\$11,672	\$14,589
22 JD/LLM	1978/1981	1982	Ascher, Mark L	\$221,234		1/3	\$291,645	\$291,645	\$2,918	\$10k 2015-16; \$50k none	\$2,918	\$5,835	\$8,753	\$11,671	\$14,588
23 JD	1993	1998	Berman, Mitchell N	\$179,409	\$50,000	1/3	\$287,879	\$287,879	\$4,375		\$2,916	\$5,833	\$8,749	\$11,666	\$14,582
24 PhD/LLB	1966/1968	1969	Markovits, Richard S	\$215,236		1/3	\$281,981	\$281,981	\$2,879	2020-21; thereafter reduced by \$10k each year	\$2,879	\$5,758	\$8,636	\$11,515	\$14,394
25 JD/LLM	1966/1969	1976	Markovits, Inga	\$214,308		1/3	\$281,077	\$281,077	\$1,410		\$2,820	\$5,640	\$8,459	\$11,279	\$14,099
26 JD/LLM	1977/1980	1980	Torres, Gerald	\$212,197		1/3	\$279,929	\$279,929	\$1,405		\$2,811	\$5,622	\$8,432	\$11,243	\$14,054
27 JD	1971	1972	Anderson, David A	\$211,471		1/3	\$278,295	\$278,295	\$2,799		\$2,799	\$5,599	\$8,398	\$11,197	\$13,996
28 JD	1975	1977	Goode, Steven J	\$229,000		2/9	\$277,444	\$277,444	\$5,566		\$2,783	\$5,566	\$8,349	\$11,132	\$13,915
29 LLB	1962	1963	Smith, Ernest E	\$212,516		1/3	\$276,688	\$276,688	\$5,549		\$2,774	\$5,549	\$8,323	\$11,098	\$13,872
30 JD/PhD	1994/1999	2006	Wickelgren, Abraham	\$207,500		1/3	\$275,000	\$275,000	\$8,301		\$2,767	\$5,534	\$8,301	\$11,068	\$13,834
31 JD/LLM	1969/1974	1974	Weinberg, Louise	\$225,494		2/9	\$272,270	\$272,270	\$5,500		\$2,750	\$5,500	\$8,250	\$11,000	\$13,750
32 LLB/LLM/JSD	1961/1965/1968	1962	Robertson, David W	\$219,846		2/9	\$264,701	\$264,701	\$4,084		\$2,723	\$5,445	\$8,168	\$10,891	\$13,614
33 LLB	1967	1971	Rau, Alan S	\$199,504		1/3	\$241,616	\$262,672	\$3,971		\$2,647	\$5,294	\$7,941	\$10,588	\$13,235
34 JD	1983	1985	Dzienkowski, John S	\$196,827		1/3	\$261,103	\$261,103	\$0		\$2,627	\$5,253	\$7,880	\$10,507	\$13,134
35 JD	1986	1968	Dix, George E	\$213,309		2/9	\$256,711	\$256,711	\$5,222		\$2,611	\$5,222	\$7,833	\$10,444	\$13,055
36 JD	1973	1974	Wellborn, Olin G	\$200,398		1/6	\$256,414	\$256,414	\$2,567		\$2,567	\$5,134	\$7,701	\$10,268	\$12,836
37 JD	1988	1995	Dickerson, Mechele	\$193,582		1/3	\$256,123	\$256,123	\$2,564		\$2,564	\$5,128	\$7,692	\$10,257	\$12,821
38 JD	1989	1994	Klein, Susan R	\$192,748		1/3	\$255,664	\$255,664	\$7,684		\$2,561	\$5,122	\$7,684	\$10,245	\$12,806
39 JD/PhD	1988/1996	1996 pol sci; 2004 law	Lindquist, Stefanle	\$188,000		1/3	\$216,167	\$246,333	\$6,392		\$2,557	\$5,113	\$7,670	\$10,227	\$12,783
40 JD	1987	1992	Wagner, Wendy E	\$200,714		2/9	\$244,428	\$244,428	\$0		\$2,463	\$4,927	\$7,390	\$9,853	\$12,317
41 LLB/LLM	1958/1963	1963	Johanson, Stanley M	\$202,782		2/9	\$243,845	\$243,845	\$0		\$2,444	\$4,889	\$7,333	\$9,777	\$12,221
42 JD	1981	1984	Sturley, Michael F	\$184,632		1/3	\$223,661	\$243,176	\$2,438		\$2,438	\$4,877	\$7,315	\$9,754	\$12,192
43 JD	1987	1994	Woolley, Patrick	\$186,891	\$20,000	1/6	\$237,373	\$237,373	\$0		\$2,432	\$4,864	\$7,295	\$9,727	\$12,159
44 JD	1997	2002	Chesney, Robert	\$177,500		1/3	\$235,000	\$235,000	\$4,347	Paid as additional summer research	\$2,374	\$4,747	\$7,121	\$9,495	\$11,869
45 LLB	1966	1970	Sampson, John J	\$199,539		1/6	\$230,796	\$230,796	\$4,700		\$2,350	\$4,700	\$7,050	\$9,400	\$11,750
46 JD	1978	1989	Bintliff, Barbara	\$173,750		1/3	\$0	\$230,000	\$2,308		\$2,308	\$4,616	\$6,924	\$9,232	\$11,540
											\$2,300	\$4,600	\$6,900	\$9,200	\$11,500

Degree(s)	Grad Year(s)	1st Year in Teaching	Name Last First	10-11 Acad Rate + Supplement	10-11 Addtl Comp	10-11 Summer Factor	09-10 Total Comp	10-11 Continuing Comp	10-11 One Time Payment	Additional Compensation Expiration	1%	2%	3%	4%	5%
47 LLB	1954	1966	Graglia, Lino A	\$196,397		1/6	\$227,130	\$227,130							
48 JD/PhD	2000/2010	2005	Spindler, James C	\$170,000		1/3	\$0	\$225,000	\$4,543		\$2,271	\$4,543	\$6,814	\$9,085	\$11,366
49 JD	1971	1975	Johnson, Calvin H	\$191,411		1/6	\$221,813	\$221,813			\$2,250	\$4,500	\$6,750	\$9,000	\$11,250
50 PhD/JD	1993/1996	2001	Adelman, David	\$166,250		1/3	\$220,000	\$220,000	\$0		\$2,218	\$4,436	\$6,654	\$8,873	\$11,091
51 JD	1989	1992	Engle, Karen L	\$181,000		1/6	\$210,500	\$210,500	\$2,200		\$2,200	\$4,400	\$6,600	\$8,800	\$11,000
52 JD	1988	1991	Blais, Lynn E	\$168,435		2/9	\$204,754	\$204,754	\$2,105		\$2,105	\$4,210	\$6,315	\$8,420	\$10,525
53 JD	1973	1980	Carson, Loftus C II	\$158,591		Teaching	\$203,422	\$203,422	\$2,048		\$2,048	\$4,095	\$6,143	\$8,190	\$10,238
54 LLM	2000	2004	Bracha, Oren	\$171,595		1/6	\$199,361	\$199,361	\$0		\$2,034	\$4,068	\$6,103	\$8,137	\$10,171
55 JD	1987	1994	Hansen, Patricia I	\$166,128		Teaching	\$193,690	\$193,690	\$3,771		\$1,994	\$3,987	\$5,981	\$7,974	\$9,968
56 LLM/JSD	2001/2003	2005	Dammann, Jens C	\$164,908		1/6	\$192,393	\$192,393	\$968		\$1,937	\$3,874	\$5,811	\$7,748	\$9,684
57 PhD/JD	2001/2004	2005	Kadens, Emily E	\$164,908		1/6	\$192,393	\$192,393	\$3,848		\$1,924	\$3,848	\$5,772	\$7,696	\$9,620
58 PhD/JD	1997/2000	2006	Golden, John M	\$164,908		1/6	\$192,393	\$192,393	\$5,772		\$1,924	\$3,848	\$5,772	\$7,696	\$9,620
59 JD	2004	2009	Driver, Justin	\$138,750		1/3	\$185,000	\$185,000	\$5,772		\$1,924	\$3,848	\$5,772	\$7,696	\$9,620
60 JD/PhD	2007/2009	2009	Fishkin, Joseph R	\$135,000		1/3	\$0	\$180,000	\$3,700		\$1,850	\$3,700	\$5,550	\$7,400	\$9,250
61 PhD/JD	2003/2005	2009	Franklin, Cary C	\$135,000		1/3	\$0	\$180,000			\$1,800	\$3,600	\$5,400	\$7,200	\$9,000
62 LLM/JSD	2003/2008	2008	Ganor, Mira	\$150,000		1/6	\$175,000	\$175,000			\$1,800	\$3,600	\$5,400	\$7,200	\$9,000
63 JD	2002	2008	Littwin, Angela K.	\$150,000		1/6	\$175,000	\$175,000	\$5,250		\$1,750	\$3,500	\$5,250	\$7,000	\$8,750
64 JD	2004	2008	Williams, Sean H.	\$150,000		1/6	\$175,000	\$175,000	\$5,250		\$1,750	\$3,500	\$5,250	\$7,000	\$8,750
65 JD	2003	2009	Laurin, Jennifer	\$139,091		2/9	\$170,000	\$170,000	\$5,250		\$1,750	\$3,500	\$5,250	\$7,000	\$8,750
66 JD	1973	1975	Churgin, Michael J	\$164,645		No research	\$164,645	\$164,645	\$6,800		\$1,700	\$3,400	\$5,100	\$6,800	\$8,500
67 LLB	1954	1973	Wiseman, Zipporah B	\$164,213		No research	\$164,213	\$164,213	\$2,470		\$1,646	\$3,293	\$4,939	\$6,586	\$8,232
JD	1980		Cross, Frank B	\$97,864					\$0		\$1,642	\$3,284	\$4,926	\$6,569	\$8,211
PhD	1979		Delgh, John	\$42,371	\$10,000	1/12	\$114,175	\$114,175	\$2,283		\$1,142	\$2,283	\$3,425	\$4,567	\$5,709
PhD	1987		Markesinis, Basil S	\$117,713		No research	\$59,433	\$59,433	\$1,783	add'l SUPLT to run Law & Phil program	\$594	\$1,189	\$1,783	\$2,377	\$2,972
			Perry, Hersel W	\$79,332		1/12	\$117,713	\$117,713	\$0		\$1,177	\$2,354	\$3,531	\$4,709	\$5,886
			Stapleton, Barbara J	\$112,500		1/3	\$85,943	\$85,943	\$2,149		\$859	\$1,719	\$2,578	\$3,438	\$4,297
							\$150,000	\$150,000	\$1,500		\$1,500	\$3,000	\$4,500	\$6,000	\$7,500
				\$11,213,657	\$351,574			\$17,704,637	\$226,791						

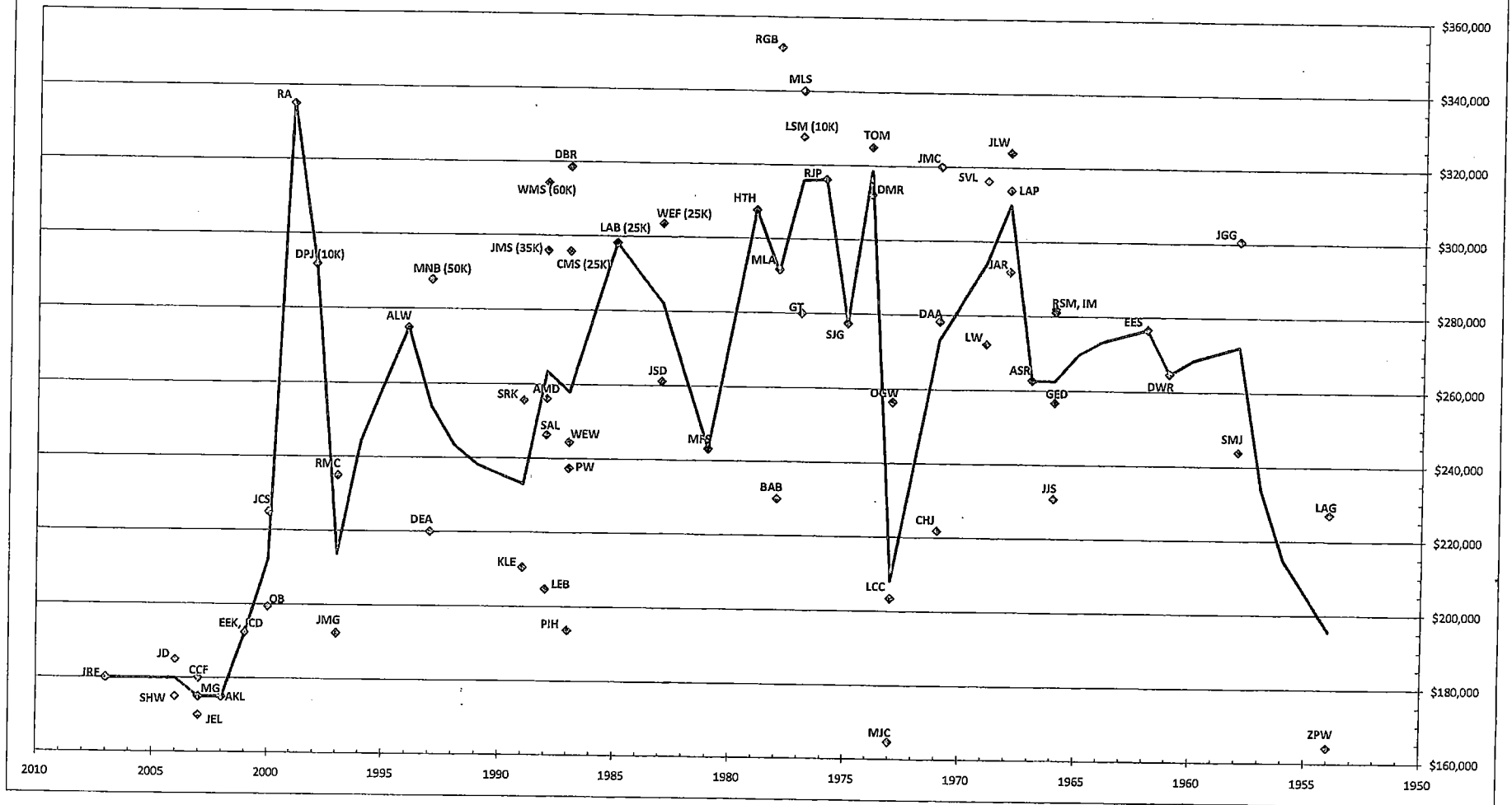
Sorted by Grad Year

Degrec(s)	Grad Year(s)	1st Year in Teaching	Name Last First	10-11 Acad Rate + Supplement	10-11 Addtl Comp	10-11 Summer Factor	09-10 Total Comp	10-11 Continuing Comp	10-11 One Time Payment	Additional Compensation Expiration	1%	2%	3%	4%	5%
60 JD/PhD	2007/2009	2009	Fishkin, Joseph R	\$135,000		1/3	\$0	\$180,000							
59 JD	2004	2009	Driver, Justin	\$138,750		1/3	\$185,000	\$185,000	\$3,700		\$1,800	\$3,600	\$5,400	\$7,200	\$9,000
64 JD	2004	2008	Williams, Sean H.	\$150,000		1/6	\$175,000	\$175,000	\$5,250		\$1,750	\$3,500	\$5,250	\$7,000	\$8,750
61 PhD/JD	2003/2005	2009	Franklin, Cary C	\$135,000		1/3	\$0	\$180,000			\$1,800	\$3,600	\$5,400	\$7,200	\$9,000
62 LLM/JSD	2003/2008	2008	Ganor, Mira	\$150,000		1/6	\$175,000	\$175,000	\$5,250		\$1,750	\$3,500	\$5,250	\$7,000	\$8,750
65 JD	2003	2009	Laurin, Jennifer	\$139,091		2/9	\$170,000	\$170,000	\$6,800		\$1,700	\$3,400	\$5,100	\$6,800	\$8,500
63 JD	2002	2008	Littwin, Angela K.	\$150,000		1/6	\$175,000	\$175,000	\$5,250		\$1,750	\$3,500	\$5,250	\$7,000	\$8,750
56 LLM/JSD	2001/2003	2005	Dammann, Jens C	\$164,908		1/6	\$192,393	\$192,393	\$3,848		\$1,924	\$3,848	\$5,772	\$7,696	\$9,620
57 PhD/JD	2001/2004	2005	Kadens, Emily E	\$164,908		1/6	\$192,393	\$192,393	\$5,772		\$1,924	\$3,848	\$5,772	\$7,696	\$9,620
48 JD/PhD	2000/2010	2005	Splinder, James C	\$170,000		1/3	\$0	\$225,000			\$2,250	\$4,500	\$6,750	\$9,000	\$11,250
54 LLM	2000	2004	Bracha, Oren	\$171,595		1/6	\$199,361	\$199,361	\$3,771		\$1,994	\$3,987	\$5,981	\$7,974	\$9,968
3 LLM/SJD	1999/2003	2003	Avraham, Ronen	\$252,500		1/3	\$335,000	\$335,000	\$0		\$3,350	\$6,700	\$10,050	\$13,400	\$16,750
21 JD	1998	1999	Jinks, Derek P	\$175,100	\$60,000	1/3	\$291,767	\$291,767	\$2,918	\$10k 2015-16; \$50k none	\$2,918	\$5,835	\$8,753	\$11,671	\$14,588
44 JD	1997	2002	Chesney, Robert	\$177,500		1/3	\$235,000	\$235,000	\$4,700		\$2,350	\$4,700	\$7,050	\$9,400	\$11,750
58 PhD/JD	1997/2000	2006	Golden, John M	\$164,908		1/6	\$192,393	\$192,393	\$5,772		\$1,924	\$3,848	\$5,772	\$7,696	\$9,620
30 JD/PhD	1994/1999	2006	Wickelgren, Abraham	\$207,500		1/3	\$275,000	\$275,000	\$5,500		\$2,750	\$5,500	\$8,250	\$11,000	\$13,750
23 JD	1993	1998	Berman, Mitchell N	\$179,409	\$50,000	1/3	\$287,879	\$287,879	\$2,879	2020-21; thereafter reduced by \$10k each year	\$2,879	\$5,758	\$8,636	\$11,515	\$14,394
50 PhD/JD	1993/1996	2001	Adelman, David	\$166,250		1/3	\$220,000	\$220,000	\$2,200		\$2,200	\$4,400	\$6,600	\$8,800	\$11,000
38 JD	1989	1994	Klein, Susan R	\$192,748		1/3	\$255,664	\$255,664	\$6,392		\$2,557	\$5,113	\$7,670	\$10,227	\$12,783
51 JD	1989	1992	Engle, Karen L	\$181,000		1/6	\$210,500	\$210,500	\$2,105		\$2,105	\$4,210	\$6,315	\$8,420	\$10,525
11 MD/JD	1988/1988	1995	Sage, William M	\$193,145	\$60,000	1/3	\$314,193	\$314,193	\$6,284	2024-25	\$3,142	\$6,284	\$9,426	\$12,568	\$15,710
18 JD	1988	1990	Steiker, Jordan M	\$196,923	\$35,000	1/3	\$290,897	\$290,897	\$2,909	2014-15; decr \$15k in 10-11 w/ offset to acad rate	\$2,909	\$5,818	\$8,727	\$11,636	\$14,545
37 JD	1988	1995	Dickerson, Mechele	\$193,592		1/3	\$258,123	\$258,123	\$7,684		\$2,581	\$5,162	\$7,743	\$10,364	\$12,985
39 JD/PhD	1988/1996	1996 pol sci; 2004 law	Lindquist, Stefanie	\$186,000		1/3	\$216,167	\$246,333	\$0		\$2,161	\$4,322	\$6,483	\$8,644	\$10,805
52 JD	1988	1991	Bals, Lynn E	\$168,435		2/9	\$204,754	\$204,754	\$2,048		\$2,048	\$4,095	\$6,143	\$8,190	\$10,238
8 JD	1987	1988	Rodriguez, Daniel B	\$220,125	\$25,000	1/3	\$318,500	\$318,500	\$3,185	none	\$3,185	\$6,370	\$9,555	\$12,740	\$15,925
19 JD	1987	1987	Silver, Charles M	\$204,107	\$25,000	1/3	\$273,553	\$295,776	\$0	2013-14	\$2,958	\$5,916	\$8,873	\$11,831	\$14,789
40 JD	1987	1992	Wagner, Wendy E	\$200,714		2/9	\$244,428	\$244,428	\$0		\$2,444	\$4,889	\$7,333	\$9,777	\$12,221
43 JD	1987	1994	Woolley, Patrick	\$186,891	\$20,000	1/6	\$237,373	\$237,373	\$4,347	Paid as additional summer research	\$2,374	\$4,747	\$7,121	\$9,495	\$11,869
55 JD	1987	1994	Hansen, Patricia I	\$166,128		Teaching	\$193,690	\$193,690	\$968		\$1,937	\$3,874	\$5,811	\$7,748	\$9,684
17 JD	1985	1986	Baker, Lynn A	\$207,407	\$25,000	1/3	\$298,209	\$298,209	\$5,964	2013-14	\$2,982	\$5,964	\$8,946	\$11,928	\$14,910
15 JD/PhD	1983/1992	1984	Forbath, William E	\$211,413	\$25,000	1/3	\$303,551	\$303,551	\$6,071	2026-27	\$3,036	\$6,071	\$9,107	\$12,142	\$15,178
34 JD	1983	1985	Dzlenkowski, John S	\$196,827		1/3	\$261,103	\$261,103	\$5,222		\$2,611	\$5,222	\$7,833	\$10,444	\$13,055
42 JD	1981	1984	Sturley, Michael F	\$184,632		1/3	\$223,661	\$243,176	\$0		\$2,432	\$4,864	\$7,295	\$9,727	\$12,159
14 JD	1979	1987	Hu, Henry T	\$202,903	\$41,574	1/3	\$307,611	\$307,611	\$0	none	\$3,076	\$6,152	\$9,228	\$12,304	\$15,381
1 JD	1978	1983	Bone, Robert	\$257,500	\$11,715	1/3	\$351,715	\$351,715	\$0	none; holds harmless BU retirement contribution	\$3,517	\$7,034	\$10,551	\$14,069	\$17,586
22 JD/LLM	1978/1981	1982	Ascher, Mark L	\$221,234		1/3	\$291,645	\$291,645	\$4,375		\$2,916	\$5,833	\$8,749	\$11,666	\$14,582
46 JD	1978	1989	Blintiff, Barbara	\$173,750		1/3	\$0	\$230,000			\$2,300	\$4,600	\$6,900	\$9,200	\$11,500
2 JD/PhD	1977/1979	1979	Spitzer, Matthew L	\$257,500		1/3	\$0	\$340,000			\$3,400	\$6,800	\$10,200	\$13,600	\$17,000
4 PhD/JD	1977/1980	1975 lib arts; 1984 law	Mullenix, Linda S	\$241,879	\$10,000	1/3	\$300,839	\$327,505	\$0	\$82,492 of total comp is paid by McCombs	\$3,275	\$6,550	\$9,825	\$13,100	\$16,375
26 JD/LLM	1977/1980	1980	Torres, Gerald	\$212,197		1/3	\$279,929	\$279,929	\$2,799	2015-16	\$2,799	\$5,599	\$8,398	\$11,197	\$13,996
10 JD/LLM	1976/1980	1981	Peroni, Robert J	\$238,352		1/3	\$316,136	\$316,136	\$6,323		\$3,161	\$6,323	\$9,484	\$12,645	\$15,807
28 JD	1975	1977	Goode, Steven J	\$229,000		2/9	\$277,444	\$277,444	\$5,549		\$2,774	\$5,549	\$8,323	\$11,098	\$13,872
5 JD	1974	1977	McGarly, Thomas O	\$247,482		1/3	\$324,976	\$324,976	\$6,500		\$3,250	\$6,500	\$9,749	\$12,999	\$16,249
13 JD	1974	1983	Rabban, David M	\$237,752		1/3	\$312,169	\$312,169	\$4,683		\$3,122	\$6,243	\$9,365	\$12,487	\$15,608
36 JD	1973	1974	Wellborn, Olin G	\$200,398		1/6	\$256,414	\$256,414	\$2,564		\$2,564	\$5,128	\$7,692	\$10,257	\$12,821

	Degree(s)	Grad Year(s)	1st Year in Teaching	Name Last First	10-11 Acad Rate + Supplement	10-11 Addtl Comp	10-11 Summer Factor	09-10 Total Comp	10-11 Continuing Comp	10-11 One Time Payment	Additional Compensation	Expiration	1%	2%	3%	4%	5%	
53	JD	1973	1980	Carson, Loftus C II	\$158,591		Teaching	\$203,422	\$203,422									
66	JD	1973	1975	Churglin, Michael J	\$164,645		No research	\$164,645	\$164,645	\$2,470			\$2,034	\$4,068	\$6,103	\$8,137	\$10,171	
7	JD	1971	1983	Cohen, Jane M	\$221,229	\$25,000	1/3	\$319,972	\$319,972	\$3,200	none		\$1,646	\$3,293	\$4,939	\$6,586	\$8,232	
27	JD	1971	1972	Anderson, David A	\$211,471		1/3	\$278,295	\$278,295	\$5,566			\$3,200	\$6,399	\$9,599	\$12,799	\$15,999	
49	JD	1971	1975	Johnson, Calvin H	\$191,411		1/6	\$221,813	\$221,813	\$0			\$2,783	\$5,566	\$8,349	\$11,132	\$13,915	
9	PhD/JD	1969/1973	1968 pol sci; 1979 law	Levinson, Sanford V	\$237,164		1/3	\$316,219	\$316,219	\$1,581			\$2,218	\$4,436	\$6,654	\$8,873	\$11,091	
31	JD/LLM	1969/1974	1974	Weinberg, Louise	\$225,494		2/9	\$272,270	\$272,270	\$4,084			\$3,162	\$6,324	\$9,487	\$12,649	\$15,811	
6	LLB	1968	1980	Westbrook, Jay L	\$246,693		1/3	\$323,924	\$323,924	\$7,552			\$2,723	\$5,445	\$8,168	\$10,891	\$13,614	
12	JD	1968	1968	Powe, Lucas A Jr	\$239,527		1/3	\$313,703	\$313,703	\$7,843			\$3,239	\$6,478	\$9,718	\$12,957	\$16,196	
20	JD	1968	1973	Robertson, John A	\$222,592		1/3	\$291,789	\$291,789	\$8,754			\$3,137	\$6,274	\$9,411	\$12,548	\$15,685	
33	LLB	1967	1971	Rau, Alan S	\$199,504		1/3	\$241,616	\$262,672	\$0			\$2,918	\$5,836	\$8,754	\$11,672	\$14,589	
24	PhD/LLB	1966/1968	1969	Markovits, Richard S	\$215,236		1/3	\$281,981	\$281,981	\$1,410			\$2,627	\$5,253	\$7,880	\$10,507	\$13,134	
25	JD/LLM	1966/1969	1976	Markovits, Inga	\$214,308		1/3	\$281,077	\$281,077	\$1,405			\$2,820	\$5,640	\$8,459	\$11,279	\$14,099	
35	JD	1966	1968	Dix, George E	\$213,309		2/9	\$256,711	\$256,711	\$2,567			\$2,811	\$5,622	\$8,432	\$11,243	\$14,054	
45	LLB	1966	1970	Sampson, John J	\$199,539		1/6	\$230,796	\$230,796	\$2,308			\$2,567	\$5,134	\$7,701	\$10,268	\$12,836	
29	LLB	1962	1963	Smith, Ernest E	\$212,516		1/3	\$276,688	\$276,688	\$8,301			\$2,308	\$4,616	\$6,924	\$9,232	\$11,540	
32	LLB/LLM/JSD	1961/1965/1968	1962	Robertson, David W	\$219,846		2/9	\$264,701	\$264,701	\$3,971			\$2,767	\$5,534	\$8,301	\$11,068	\$13,834	
16	LLB/LLM	1958/1963	1963	Getman, Julius G	\$225,381		1/3	\$300,508	\$300,508	\$1,503			\$2,647	\$5,294	\$7,941	\$10,588	\$13,235	
41	LLB/LLM	1958/1963	1963	Johanson, Stanley M	\$202,782		2/9	\$243,845	\$243,845	\$2,438			\$3,005	\$6,010	\$9,015	\$12,020	\$15,025	
47	LLB	1954	1966	Graglia, Lino A	\$196,397		1/6	\$227,130	\$227,130	\$4,543			\$2,438	\$4,877	\$7,315	\$9,754	\$12,192	
67	LLB	1954	1973	Wiseman, Zipporah B	\$164,213		No research	\$164,213	\$164,213	\$0			\$2,271	\$4,543	\$6,814	\$9,085	\$11,356	
													\$1,642	\$3,284	\$4,926	\$6,569	\$8,211	
	JD	1980		Cross, Frank B	\$97,864		1/12	\$114,175	\$114,175	\$2,283								
	PhD	1979		Delgh, John	\$42,371	\$10,000	1/12	\$59,433	\$59,433	\$1,783	addtl SUPLT to run Law & Phil program		\$1,142	\$2,283	\$3,425	\$4,567	\$5,709	
	PhD	1987		Markesinis, Basil S	\$117,713		No research	\$117,713	\$117,713	\$0			\$594	\$1,189	\$1,783	\$2,377	\$2,972	
				Perry, Hersel W	\$79,332		1/12	\$85,943	\$85,943	\$2,149			\$1,177	\$2,354	\$3,531	\$4,709	\$5,886	
				Stapleton, Barbara J	\$112,500		1/3	\$150,000	\$150,000	\$1,500			\$859	\$1,719	\$2,578	\$3,438	\$4,297	
													\$1,500	\$3,000	\$4,500	\$6,000	\$7,500	
					\$12,136,424	\$423,289			\$17,704,637	\$226,791								

Item #3

2010-11 Faculty Salaries



Initials	Name Last First
AKL	Littwin, Angela K.
AMD	Dickerson, Mechele
ASR	Rau, Alan S
AW	Wickelgren, Abraham
BB	Bintliff, Barbara
CCF	Franklin, Cary C
CHJ	Johnson, Calvin H
CMS	Silver, Charles M
DA	Adelman, David
DAA	Anderson, David A
DBR	Rodriguez, Daniel B
DMR	Rabban, David M
DPJ	Jinks, Derek P
DWR	Robertson, David W
EEK	Kadens, Emily E
EES	Smith, Ernest E
GED	Dix, George E
GT	Torres, Gerald
HTH	Hu, Henry T
IM	Markovits, Inga
JAR	Robertson, John A
JCD	Dammann, Jens C
JCS	Spindler, James C
JD	Driver, Justin
JGG	Getman, Julius G
JJS	Sampson, John J
JL	Laurin, Jennifer
JLW	Westbrook, Jay L
JMC	Cohen, Jane M
JMG	Golden, John M
JMS	Stelker, Jordan M
JRF	Fishkin, Joseph R
JSD	Dzienkowski, John S
KLE	Engle, Karen L
LAB	Baker, Lynn A
LAG	Graglia, Lino A
LAP	Powe, Lucas A Jr
LCC	Carson, Loftus C II
LEB	Blais, Lynn E
LSM	Mullenix, Linda S
LW	Weinberg, Louise
MFS	Sturley, Michael F
MG	Ganor, Mira
MJC	Churgin, Michael J
MLA	Ascher, Mark L
MLS	Spitzer, Matthew L
MNB	Berman, Mitchell N
OB	Bracha, Oren
OGW	Wellborn, Olin G
PIH	Hansen, Patricia I
PW	Woolley, Patrick
RA	Avraham, Ronen
RB	Bone, Robert
RC	Chesney, Robert
RJP	Peroni, Robert J
RSM	Markovits, Richard S
SHW	Williams, Sean H.
SJG	Goode, Steven J
SL	Lindquist, Stefanie
SMJ	Johanson, Stanley M
SRK	Klein, Susan R
SVL	Levinson, Sanford V
TOM	McGarity, Thomas O
WEF	Forbath, William E
WEW	Wagner, Wendy E
WMS	Sage, William M
ZPW	Wiseman, Zipporah B

Item #4

Date		Amount	Agreement Terms
8/14/2006	Sage, Bill	75,000	One time payment; amortized over 4 years beginning in 06-07
12/7/2006	Jinks, Derek	175,000	One time payment; amortized over 10 years beginning in 06-07
3/30/2007	Berman, Mitch	100,000	One time payment; amortized over 5 years beginning in 07-08
5/3/2007	Rodriguez, Dan	200,000	One time payment; amortized over 5 years beginning in 07-08
10/19/2007	Rodriguez, Dan	100,000	One time payment; amortized over 6 years beginning in 07-08
12/17/2007	Forbath, Willie	200,000	Four payments of \$50,000 (1/08; 9/08; 9/09; 10/10)
3/3/2008	Dammann, Jens	100,000	One time payment; amortized over 7 years beginning in 08-09
4/29/2008	Lindquist, Stephanie	150,000	One time payment; amortized over 5 years beginning in 08-09
6/25/2008	Torres, Gerald	50,000	One time payment; amortized over 7 years beginning in 08-09
4/30/2009	Chesney, Robert	300,000	One time payment; amortized over 5 years beginning in 09-10
4/30/2009	Wickelgren, Abraham	300,000	One time payment; amortized over 5 years beginning in 09-10
5/1/2009	Sager, Larry	500,000	One time payment; amortized over 5 years beginning in 08-09
5/18/2009	Adelman, David	250,000	One time payment; amortized over 5 years beginning in 09-10
6/24/2009	Torres, Gerald	200,000	One time payment; amortized over 5 years beginning in 09-10
7/15/2009	Driver, Justin	250,000	One time payment; amortized over 5 years beginning in 09-10
7/16/2009	Avraham, Ronen	300,000	One time payment; amortized over 5 years beginning in 09-10
8/18/2009	Bracha, Oren	250,000	One time payment; amortized over 5 years beginning in 09-10
1/16/2010	Bone, Robert	300,000	One time payment; amortized over 10 years beginning in 09-10
6/22/2010	Spitzer, Matt	350,000	One time payment in form of mortgage; amortized over 7 years beginning in 10-11
7/1/2010	Spindler, James	100,000	One time payment; amortized over 3 years beginning in 14-15
8/1/2010	Avraham, Ronen (buyout of Northwestern	150,000	One time payment; amortized over 5 years beginning in 09-10
11/30/2010	Mullenix, Linda	250,000	One time payment; amortized over 10 years beginning in 11-12
		<u>4,650,000</u>	

Item #5

		<u>Amount</u>	<u>Amortization</u>	<u>Expiration</u>
12/7/2003	Berman, Mitch	100,000		
5/18/2004	Black, Bernie	200,000		
12/7/2005	Young, Ernie	200,000		
4/13/2006	Sage, Bill	75,000		
5/10/2006	Jinks, Derek	125,000		
8/14/2006	Sage, Bill	75,000		
12/7/2006	Jinks, Derek	175,000		
3/30/2007	Berman, Mitch	100,000		
5/3/2007	Rodriguez, Dan	200,000		
10/16/2007	Rodriguez, Dan	100,000		
3/3/2008	Dammann, Jens	100,000		
4/29/2008	Lindquist, Stephanie	150,000		
6/25/2008	Torres, Gerald	50,000		
12/17/2007	Forbath, Willie	200,000	4 years	9/30/10
11/25/2008	Stapleton, Jane	250,000		
4/30/2009	Chesney, Robert	300,000		
4/30/2009	Wickelgren, Abraham	300,000		
5/18/2009	Adelman, David	250,000		
6/24/2009	Torres, Gerald	200,000		
7/15/2009	Driver, Justin	250,000		
7/16/2009	Avraham, Ronen	300,000		
8/18/2009	Bracha, Oren	250,000		
1/16/2010	Bone, Robert	300,000		
6/22/2010	Spitzer, Matt	350,000		
7/1/2010	Spindler, James	100,000		
11/30/2010	Mullenix, Linda	250,000		
		<u>4,950,000</u>		

[552.117(A)(5)]
Avraham, Ronen

[552.117(A)(5)]
Carson, Loftus

College tuition for two at [517] benefit rate

Buy-out Northwestern remainder

\$25,000/year for four years for tuition

\$66,000 tuition reimbursement for PhD in Higher Ed Management paid over two years

Item #6

Faculty		09-10	10-11	11-12*
Adelman, David	*	\$ 14,546	\$ 50,000	\$ 51,000
Bintliff, Barbara	*		\$ 16,384	\$ 32,767
Rodriguez, Daniel	*	\$ 160,000	\$ 163,200	\$ 160,000
Sage, William	*	\$ 5,001	\$ 5,001	\$ -
Stapleton, Jane	*	\$ 60,000	\$ 60,000	\$ -
Sturley, Michael	*	\$ 18,889	\$ 37,779	\$ 37,779
Wickelgren, Abraham	*	\$ 35,000	\$ 35,000	\$ 11,723

* The 11-12 amounts are based on known commitments as of 10.23.11 and assume continued employment through 11-12

Item #7

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND FULL RELEASE AND WAIVER OF ALL CLAIMS**

This Confidential Settlement Agreement and Full Release and Waiver of All Claims ("Agreement") is made between Linda S. Mullenix ("Mullenix") and the University of Texas, on its own behalf and on behalf of the University of Texas School of Law (collectively, the "University").

Mullenix has asserted, individually and through legal counsel, claims against the University, including for pay discrimination under the Equal Pay Act. The University has denied and continues to deny each of Mullenix's claims. The parties have determined that their mutual best interests will be served by the avoidance of the expense, delay, burdens and inconvenience, and uncertainty associated with further adversarial dealings, including potential litigation, and thus have agreed to the resolution of their dispute and all issues between them. Therefore, after consultation with and negotiation through their respective legal counsel, Mullenix and the University have agreed upon the following terms, determined by both parties after due consideration to be fair and reasonable, which resolve all disputes and issues between them.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the University and Mullenix hereby agree:

1. Definitions.

(a) The term "Claims" means any and all: (i) theories of liability or recovery of whatever nature, whether known or unknown that were or could have been the subject of any complaint or charge filed or proceeding initiated with any court or other governmental agency or body of the United States or any other country, or any state or local jurisdiction within the United

States or any other country, or of any lawsuit or similar proceeding and which relate to or arise from the pay, compensation, or any other form of remuneration paid to Mullenix by or on behalf of the University in consideration of her employment, including, without limitation, all claims arising under Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act, the Texas Commission on Human Rights Act, 42 U.S.C. § 1981, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans With Disabilities Act, the Employee Retirement Income Security Act, and the common law. Notwithstanding the foregoing, the term "Claims" excludes any claims that arise or accrue after the date on which Mullenix executes this Agreement.

(b) The term "Damages" means any and all damages and other elements of relief or recovery of whatever nature, whether known or now unknown, including all monetary remedies, including actual, compensatory, liquidated, incidental, indirect, consequential, exemplary and punitive damages; rescission; attorneys' fees; interest; costs; equitable relief; reinstatement, declaratory and/or injunctive relief; and expenses that could be awarded in connection with any Claim.

(c) The term "Mullenix" means Linda S. Mullenix, acting individually or in any representative capacity (including corporate), and her heirs, executors, administrators, successors, beneficiaries, and assigns.

(d) The term "Released Parties" means and includes the University of Texas, the University of Texas School of Law, the University of Texas Law School Foundation, the University of Texas System Board of Regents, and each of their past, present and future administrative officers, parents, subsidiaries, affiliates, divisions, partnerships and joint ventures; and, with respect to each such entity, all of its past, present and future directors, officers,

fiduciaries, trustees, employees, agents, attorneys, partners, insurance carriers, predecessors, successors, assigns, principals, legal representatives, employee benefit plans and programs (and the trustees, administrators, fiduciaries, and insurers of such benefit plans and programs), and any other person acting by, through, under or in concert with any of the persons or entities described in this paragraph, and their successors.

2. Payments and Benefits. The University agrees that, in exchange for Mullenix's release of claims, that it will provide the following payments and benefits to Mullenix (collectively, the "Settlement Benefits"):

(a) Increase Mullenix's current base annual compensation by the gross amount of \$20,000.00 effective as of 2010-2011 academic year;

(b) Provide Mullenix with a one-time loan in the amount of \$250,000.00 on the terms and conditions set forth in the Promissory Note attached hereto as Attachment A, which shall be subject to forgiveness in accordance with the terms set forth in Paragraph 4 of this Agreement ("Loan"); and

(c) Reimburse Mullenix for attorneys' fees actually incurred in connection with this dispute in a gross amount not to exceed \$10,000.00.

Mullenix shall be solely responsible for all taxes owed on the Settlement Benefits or any portion thereof. Mullenix and her attorneys acknowledge and agree that they have received no tax advice from the University or its attorneys with regard to any of the payments provided for in this Agreement, and Mullenix understands that she is solely responsible for obtaining professional advice with respect to the treatment of all such payments on her personal income tax return.

The benefits specified in this Paragraph 2 shall take effect, be delivered, or the necessary documents executed by the University within 30 days of execution of this Agreement by Mullenix provided that she does not thereafter revoke her acceptance.

Mullenix acknowledges and agrees that the University has no obligation, independent of this Agreement to pay the sums or provide the benefits specified above and that said payments and benefits are fair, adequate and independent valuable consideration for the release and waiver of all claims and other promises contained in this Agreement and said Conciliation Agreement.

3. Mullenix's Release and Waiver of Claims.

(a) Mullenix waives and releases, and discharges the Released Parties from, any and all Claims and Damages and all other acts or omissions occurring at any time prior to Mullenix's execution of this Agreement, whether or not the Claims and Damages are known to Mullenix at the time of her execution of this Agreement and whether or not they have been asserted previously.

(b) Mullenix warrants that she has not brought any Claim against any Released Party in any court or before any agency within any jurisdiction.

(c) Mullenix further agrees that she will defend, indemnify, and hold harmless any Released Party for any liability of any kind related in any manner whatsoever to any released Claim, to the extent that such liability is the result of a proceeding initiated by Mullenix.

(d) Mullenix also acknowledges and agrees that because she is waiving any Claim or right to Damages or other remedies, she cannot and will not seek or accept any personal benefit from the University, whether in monetary or other form, as part of or related to any proceeding initiated by any other person or governmental body of the United States or any other jurisdiction.

4. Annual Disclosure. On or before December 1 of each calendar year, the University shall provide Mullenix with a schedule that lists the annual compensation of all faculty members whose annual compensation is equal to or greater than her.

5. Confidentiality. Mullenix agrees that the amount of the Settlement Payment and other terms of this Agreement shall not be disclosed by her to any third party, except to her attorneys, tax advisors and members of her immediate family, all of whom she agrees to inform of, and obtain their respective agreements to be bound by, this confidentiality obligation. Notwithstanding the foregoing, nothing in this Agreement prevents Mullenix from disclosing this Agreement or its terms if required by law to do so.

6. No Admission of Liability or Wrongdoing. Mullenix acknowledges that the University, by entering into this Agreement, does not admit any liability to her related to their dispute or otherwise, or to any wrongdoing of any nature whatsoever, and that the University has entered into this Agreement for the sole purpose of resolving her asserted and potential claims, including the avoidance of further expense and inconvenience associated with potential litigation over those claims. Mullenix further agrees that neither this Agreement nor any acts taken in connection with or pursuant to this Agreement will constitute an admission or any evidence of unlawful conduct or wrongdoing on the part of the University or any Released Party. The University specifically denies that it, its employees, agents and Released Parties committed any unlawful or other improper acts with respect to Mullenix at any time.

7. Mullenix's Representations and Acknowledgments. Mullenix understands and acknowledges that the University is relying upon each of her foregoing representations and agreements, as well as the following representations, by entering into this Agreement and considers each of them to be material.

(a) Mullenix has been advised by the University to consult with legal counsel before executing this Agreement and has done so.

(b) Mullenix has had at least twenty-one days to consider the terms and provisions of this Agreement before entering into same.

(c) Mullenix is receiving benefits under this Agreement to which she is not otherwise entitled but for execution of this Agreement.

(d) Mullenix is the sole owner of all Claims that have been or could have been asserted and that are being released and waived under this Agreement, she has the requisite capacity and authority to enter into this Agreement, and no portion of any existing or potential Claim has been sold, assigned or pledged by Mullenix to any third party.

(e) Mullenix possesses the exclusive right to receive or direct payment of all the money paid in consideration for this Agreement.

(f) Mullenix has a period of seven days following the execution of this Agreement to revoke it by delivering notice of such revocation, in writing to counsel for the University.

(g) Mullenix has read this Agreement fully and carefully and has a full understanding of its terms and provisions; she is signing this Agreement knowingly, freely and voluntarily without duress, coercion or undue influence, and with full and free understanding of its terms.

8. Severability. Every provision of this Agreement is severable from the others. This Agreement has been made with the intention that the validity and enforceability of the remaining provisions shall not be affected by any possible future finding that a particular provision is invalid, void or unenforceable. The only exception is that the University's

obligation to make the Settlement Payment described in this Agreement, and Mullenix's entitlement to any portion of such payment, are dependent upon the effectiveness and the validity and enforceability of Mullenix's waiver and release of claims provisions in this Agreement.

9. Construction. This Agreement shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. The headings in this Agreement are for convenience and are not intended to affect construction or interpretation. This Agreement represents a compromise of disputed claims and is not to be construed as an admission, direct or indirect, against any interest of the parties.

10. Choice of Law. This Agreement shall be interpreted and construed in accordance with and shall be governed by the laws of the State of Texas and, where applicable, the laws of the United States.

11. Entire Agreement. This Agreement constitutes the entire agreement of the parties relating to the settlement and extinguishment of Mullenix's Claims and any other matter covered by their provisions. All previous agreements with respect to these matters are superseded by these Agreements. No term, provision or condition of this Agreement may be modified in any respect except by a writing executed by all parties hereto. This Agreement has not been executed in reliance upon any representation or promise except those contained herein.

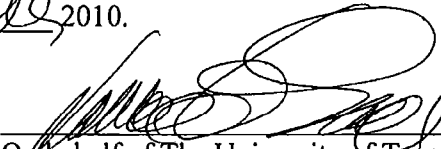
IN WITNESS WHEREOF, the parties have caused this Confidential Settlement Agreement and Full Release and Waiver of All Claims to be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

By my signature below, I agree that I have carefully read this Agreement, I fully understand its terms and binding effect, and I am entering into this Agreement knowingly and voluntarily.

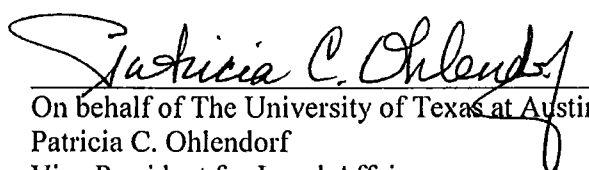
Executed this 23rd day of December 2010.


Linda S. Mullenix

Executed this 9th day of December 2010.


On behalf of The University of Texas at Austin
Lawrence G. Sager
Dean, School of Law

Executed this 8th day of December 2010.


On behalf of The University of Texas at Austin
Patricia C. Ohlendorf
Vice President for Legal Affairs

Vice President for
Legal Affairs
RECEIVED

JAN 7 2011

Refer to _____
Handle _____
Comment & Return _____
FYI. File or Discard _____

Item #8

Promissory Note

THIS PROMISSORY NOTE (this "Note") is made and entered into this 30th day of November, 2010, by and between The University of Texas Law School Foundation ("Lender"), a nonprofit corporation duly organized and existing under the laws of the state of Texas, and Linda S. Mullenix ("Borrower").

WHEREAS, Borrower is employed by The University of Texas ("UT") as a professor of law at The University of Texas School of Law; and

WHEREAS, Lender has agreed to make a loan to Borrower in accordance with the terms set forth herein, and Borrower has agreed to repay such loan in accordance with the terms set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

Date of Note: January 1, 2011.

Borrower: Linda S. Mullenix.

Borrower's Mailing Address: [552.117(2X1)]

Lender: The University of Texas Law School Foundation.

Place for Payment: The University of Texas Law School Foundation, 727 East Dean Keeton St., Austin, TX 78705.

Principal Amount: Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000).

Annual Interest Rate: 5 % per annum (compounded semiannually).

Maximum Amount of Interest: Interest on the debt evidenced by this Note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this Note and all other instruments concerning the debt.

Maturity Date: January 1, 2021.

Terms of Payment: Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. This Note is payable at the Place for Payment. One-tenth of the Principal Amount must be paid by Borrower on January 1 of each year, beginning on January 1, 2012, until the entire Principal Amount and all accrued interest are paid in full. Payments of accrued interest on the outstanding Principal Amount must be paid by Borrower at the Annual Interest Rate on December 1 of each year, beginning on December 1, 2011, until the entire Principal Amount and all accrued interest are paid in full. The entire Principal Amount (and all accrued unpaid interest, if any) will be due and owing and must be paid in full on the Maturity Date, except that the outstanding balance of the Principal Amount and all accrued interest will be discharged and forgiven immediately upon the earlier to occur of: (i) Borrower's death or (ii) Borrower's resignation or termination from employment due to her Disability where Disability shall mean Borrower's inability to perform, with or without reasonable

accommodation, the essential functions of her position with UT for a total of three months during any six month period as a result of incapacity due to mental or physical illness. Payments will be applied first to accrued interest and the remainder to reduction of the Principal Amount.

Default: If Borrower defaults in the payment of this Note or in the performance of any obligation in any instrument securing or collateral to this Note, Lender may declare the unpaid principal balance, accrued interest, and any other amounts owed on the Note immediately due and owing. **BORROWER AND EACH SURETY, ENDORSER, AND GUARANTOR WAIVE ALL DEMAND FOR PAYMENT, PRESENTATION FOR PAYMENT, NOTICE OF INTENTION TO ACCELERATE MATURITY, NOTICE OF ACCELERATION OF MATURITY, PROTEST, AND NOTICE OF PROTEST, TO THE EXTENT PERMITTED BY LAW.**

Offset from Compensation for Unpaid Principal and Interest: Interest will continue to accrue at the Annual Interest Rate on any unpaid balance after the Maturity Date (or any earlier date declared due and owing upon a default or upon Borrower's death or termination of employment with UT). Borrower agrees that any balance of the Principal Amount (and interest) that remains unpaid within 30 days after the Maturity Date (or any earlier date declared due and owing upon a default or upon Borrower's death or termination of employment with UT) will, at the election of UT, be deducted immediately thereafter from the full amount of Borrower's net compensation from UT each pay period (after deductions for contributions to retirement plans, welfare plans, federal tax withholding, and any other required deductions or withholding) and remitted to Lender until the Note is fully paid, and Borrower consents to all such deductions.

Forgiveness of Loan: The Loan shall be funded by the University no later than the 14th day following Mullenix's execution and non-revocation of this Agreement. Thereafter, Mullenix shall repay the Loan in accordance with the terms of this Note except as provided in this Paragraph. On or before December 1 of each calendar year, the University shall provide Mullenix with a schedule that lists the annual compensation of all faculty members whose annual compensation is equal to or greater than her. If, within 21 days of that date, Mullenix executes and does not revoke a release agreement in favor of the University in the form attached to hereto as Attachment 1, then the Foundation shall forgive and discharge the payment that would otherwise be due on the following January 1 in accordance with the terms this Note.

Attorneys' Fees: Borrower promises to pay attorneys' fees and costs and court and other costs if this Note is placed in the hands of an attorney to collect or enforce the Note. These expenses will bear interest from the date of advance at the Annual Interest Rate. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the Note and will be secured by any security for payment.

Executed, this 30th day of November 2010.

**The University of Texas Law School
Foundation ("Lender")**

By: Jon Newton
Name: Jon Newton
Title: President

Linda S. Mullenix (“Borrower”)

By:



Item #9

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: Agency(ies) Charge No(s):

☐ FEPA☒ EEOC

451-2010-01599

Texas Workforce Commission Civil Rights Division

and EEOC

State or local Agency, if any

Name (indicate Mr., Ms., Mrs.)

Ms. Barbara Perez

Home Phone (incl. Area Code)

Date of Birth

[552-102]

Street Address

City, State and ZIP Code

Named Is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)

Name

THE UNIVERSITY OF TEXAS

No. Employees, Members

500 or More

Phone No. (Include Area Code)

(512) 232-1300

Street Address

City, State and ZIP Code

727 E. Dean Keeten, Austin, TX 78705

Name

No. Employees, Members

Phone No. (Include Area Code)

Street Address

City, State and ZIP Code

DISCRIMINATION BASED ON (Check appropriate box(es).)

☐ RACE☒ COLOR☒ SEX☐ RELIGION☒ NATIONAL ORIGIN☒ RETALIATION☒ AGE☐ DISABILITY☐ GENETIC INFORMATION☐ OTHER (Specify)

DATE(S) DISCRIMINATION TOOK PLACE

Earliest

Latest

Early 2007**8/16/2010**☒ CONTINUING ACTION

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

Over the last three years I have been subjected to repeated demeaning, intimidating, abusive, harassing and otherwise different behavior by William Allison, Director Civil Defense Clinic, and Eden Harrington, Assistant Dean of Clinical Programs, including false accusations of misconduct, disparate treatment related to leave and attendance policies, and ultimately terminating my employment for false, fabricated, or mischaracterized allegations of misconduct. I began complaining about discriminatory treatment by these two supervisors in early 2007 and have complained at least once per year of the apparent discriminatory and/or retaliatory treatment I have been subjected to. After each complaint, the mistreatment against me increased in retaliation for my complaints. I believe that I have been discriminated against because of the color of my skin (dark), sex (female), national origin (Mexican American), and for opposing unlawful employment practices in violation of Title VII of the Civil Rights Act of 1964, as amended, and because of my age in violation of the Age Discrimination in Employment Act of 1967, as amended.

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the above is true and correct.

x10/14/2010 x

Date

Charging Party Signature

NOTARY - When necessary for State and Local Agency Requirements

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(month, day, year)

REC'D OCT 25 2010

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Pnted To:

Agency(ies) Charge No(s):

☒ FEPA☒ EEOC

1A20515
31C-2010-00679

Texas Workforce Commission Civil Rights Division

and EEOC

State or local Agency, if any

Name (indicate Mr., Ms., Mrs.)

Chrystie T. Nguyen

Home Phone (Incl. Area Code)

Date of Birth

Street Address

City, State and ZIP Code

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)

Name

UNIVERSITY OF TEXAS LAW SCHOOL

No. Employees, Members

15 - 100

Phone No. (Include Area Code)

(512) 232-1120

Street Address

City, State and ZIP Code

727 East Dean Keeton, Austin, TX 78705

Name

RECEIVED**MAY 06 2010**

No. Employees, Members

Phone No. (Include Area Code)

Street Address

City, State and ZIP Code

TWC CRD

DISCRIMINATION BASED ON (Check appropriate box(es).)

☒ RACE ☐ COLOR ☐ SEX ☐ RELIGION ☐ NATIONAL ORIGIN
☐ RETALIATION ☐ AGE ☐ DISABILITY ☐ GENETIC INFORMATION
☐ OTHER (Specify)

DATE(S) DISCRIMINATION TOOK PLACE

Earliest

Latest

11-13-2009**03-31-2010**☐

CONTINUING ACTION

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

Original received on May 6, 2010.

Personal Harm: I received an in-person performance evaluation on November 13, 2009. I was locked out of the admin system and my name was removed from the list of program coordinators on February 9, 2010. On March 31, 2010, I was wrongfully terminated based on allegations that I was not performing my job.

Respondent's Reason for Adverse Action: Employee was not performing according to expectations.

Discrimination Statement: I believe I was subjected to unlawful employment discrimination because of my race, Asian, in violation of the Texas Commission on Human Rights, as amended, and Title VII of the Civil Rights Act of 1964, as amended.

MELODY G. LITZ
 Notary Public, State of Texas
 My Commission Expires
JULY 06, 2010

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury

NOTARY Public, State of Texas

I swear
 the
 SIG

and that it is true to

May 06, 2010

Date

Charging Party Signature

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
 (month, day, year)

REC'D MAY 17 2010

Dean School of Law

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

CHRYSTIE T. NGUYEN,
Plaintiff

VS.

**UNIVERSITY OF TEXAS SCHOOL
OF LAW,**
Defendant

§
§
§
§
§
§
§
§

CIVIL ACTION

NO. 1:11-CV-323

JURY REQUESTED

ORIGINAL COMPLAINT

Jurisdiction and Venue

1. This action alleging disparate treatment race discrimination and retaliation violations against Defendant University of Texas School of Law (UTLaw) arises under the Civil Rights Acts of 1964 and 1991 as amended, and codified at 42 U.S.C. §2000e *et seq.* (Title VII). The Court has jurisdiction under the Fourteenth Amendment to the U.S. Constitution, as codified in the remedial legislation listed above and other federal statutes.

2. All conditions precedent have been exhausted and/or performed prior to the filing of this original complaint: 1) Nguyen raised the issues of race discrimination with the EEOC, within 300 days of the date of the adverse employment actions complained of herein; a federal notice of right to sue letter was received by Nguyen from the EEOC no earlier than January 25, 2011 and therefore this complaint was timely filed. See Exhibit A, which contains copies of Nguyen's charge, right to sue letter, and date-stamped envelope.

3. Further, jurisdiction of this Court is invoked under 28 U.S.C. §§ 1331, 1343, and 42 U.S.C. §2000e-5(f)(3).

4. The acts or omissions, which serve as the basis for this cause of action, occurred in Travis County, State of Texas and in this Division of the Western District of Texas; therefore venue is proper in this Court. 42 U.S.C. §2000e-5(f)(4) and 28 U.S.C. §1391(b) and (c).

Parties

5. Chrystie T. Nguyen ("Nguyen") is a natural person whose primary residence is located in Williamson County, Texas. Nguyen may be contacted through her attorney of record in this cause.

6. Defendant, University of Texas School of Law ("UTLaw"), is a state agency and may be served process by serving its General Counsel by agreement, Vice President for Legal Affairs, Patti C. Ohlendorf, Main Building 102, Austin, Texas 78713.

STATEMENT OF THE CASE

7. Nguyen brings this action under Title VII of the Civil Rights Act of 1964 as amended in 1991.

8. Nguyen complains of racially discriminatory disparate treatment in the terms and conditions of her employment compared with her non-Asian American co-workers, disparate assignment of duties, disparate behavioral restrictions, disparate application of leave and time keeping policies and procedures, use of false statements to alter terms and conditions of employment, harassment, hostile work environment, disparate discipline, efforts to emotionally isolate, false accusations of poor performance, and termination.

9. Nguyen complains of retaliatory actions subsequent to her filing her charge of discrimination in that her attempts to obtain replacement employment have been harmed by UTLaw's actions.

10. Nguyen has sustained and continues to sustain economic and non-economic damages in lost back pay, benefits, front pay, humiliation, loss of enjoyment of life, mental anguish, loss of career opportunity, other economic damages, inability to obtain replacement employment, and other damages.

FACTUAL ALLEGATIONS

11. Nguyen, an Asian American, was qualified for her position of employment at UTLaw at all times while employed at UTLaw.

12. Nguyen began employment with UTLaw on June 21, 2006.

13. Nguyen worked in the Dean's office for over two (2) years providing consistent, competent, dedicated, and positive service to UTLaw without exception.

14. Nguyen transferred to the Continuing Legal Education ("CLE") Department at UTLaw to access telecommuting opportunities that were identified in CLE that were not available in the Dean's office.

15. There is no record of any performance issues or concerns by any UTLaw administrator regarding Nguyen prior to her transfer to CLE.

16. Nguyen was informed in writing at the time of her transfer, September 21, 2008, that she would be allowed to telecommute 2-5 days per week at the option of the Department.

17. Nguyen performed her duties and responsibilities to the satisfaction of UTLaw as documented by UTLaw until after she began to work directly for her supervisors, Michael Esposito and Hollis Levy, when a pattern of harassment, disparate treatment, unsubstantiated disciplinary actions, and false allegations of poor performance began to be asserted against Nguyen over a six month period of time resulting in a decision to terminate her employment conveyed in a letter dated January 29, 2010 from Mr. Esposito.

18. The allegations of poor performance were either fabricated, uninvestigated, unverified, or were a common occurrence among other employees which did not result in any adverse action being taken against the non-Asian American employees that had engaged in similar conduct.

19. Non-Asian American employees were not required to comply with the same terms and conditions forced upon Nguyen to include behavioral standards, work restrictions, leave-related and time keeping rules, and enforcement of same.

20. Nguyen did not violate any UTLaw leave procedures or policies that were the norm for the CLE department for everyone but Nguyen.

21. The type and nature of disparate treatment and/or retaliatory actions against Nguyen include the following:

- Disparate terms and conditions of employment,
- Disparate assignment of duties,
- Disparate behavioral restrictions,
- Disparate application of leave and time keeping policies and procedures,
- Use of false statements to alter terms and conditions of employment,
- Disparate discipline,
- Fabricated or mischaracterized accusations of poor performance,
- Efforts to emotionally isolate,
- Denial of appeal rights,
- Termination.

22. Nguyen has been unable to obtain replacement employment for an extended period of time even though she diligently acts to meet her duty to mitigate her damages by continuing to search for replacement employment.

DAMAGES

23. Because of statutorily impermissible acts of UTLaw and its representatives as discussed above, Nguyen has suffered loss of income, loss of benefits, loss of career opportunity, loss of career investment, other economic damages, and loss of advancement. As a consequence

of the outrageous actions by UTLaw, Nguyen has suffered humiliation, loss of standing in the community, emotional pain and suffering, inconvenience, loss of enjoyment of life, irritation, and mental anguish. Nguyen seeks injunctive relief as well as compensatory and equitable damages as well as attorney's fees and costs and pre- and post-judgment interest in the maximum amounts allowed by law.

RELIEF REQUESTED

Paragraphs one (1) through twenty three (23) of this complaint are incorporated by reference and made a part of Relief One through Relief Five, inclusive.

EQUITABLE RELIEF

Relief One

Nguyen has no plain, adequate, or complete remedy at law to redress the wrongs alleged, and this suit for injunctive relief and equitable and compensatory damages is the only means of securing adequate relief. Nguyen suffered, and is now suffering and will continue to suffer irreparable injury from the policy, practice, custom, and/or usage of UTLaw as set forth herein until and unless enjoined by the Court. 42 U.S.C. 2000e *et seq.* Additionally, the Court is requested after notice and hearing to order UTLaw to conduct seminars and other counseling of UTLaw management representatives as part of educational sensitivity, anti-discrimination, and anti-retaliation training processes.

Relief Two

Nguyen seeks an award of back pay and front pay for the loss of income as a result of the racially disparate treatment based discriminatory, and/or retaliatory conduct of UTLaw and its representatives during Nguyen's employment and as a result of her experience.

Relief Three

Nguyen seeks awards of pre- and post-judgment interest on any amounts awarded to her.

LEGAL RELIEF

Relief Four

Under 42 U.S.C. §§ 2000e et seq., Nguyen is entitled to compensatory, expectation, and/or consequential damages due to the illegal conduct of UTLaw as alleged herein.

Relief Five:

Under 42 U.S.C. §§ 2000e et seq. Nguyen is entitled to reasonable attorney's fees, expert fees, and costs.

PRAYER FOR RELIEF

Nguyen requests the Court to cause UTLaw to be cited to appear and answer in this Court, and that upon final hearing, the Court grant to Nguyen as follows:

1. Grant Nguyen injunctive relief enjoining UTLaw, its agents, successors, employees, and those acting in concert with them or at their direction from continuing to abridge the rights of Nguyen;
2. Grant Nguyen injunctive relief ordering UTLaw, its agents, successors, employees, and those acting in concert with them or at their direction under Court supervision injunctive relief as delineated above for a period of at least five years;
3. Grant Nguyen all equitable damages including lost back pay, front pay, benefits and profits;
4. Grant Nguyen compensatory damages for UTLaw's acts of discrimination and retaliation against her;

5. Grant Nguyen prejudgment and post-judgment interest in the highest amount allowable by law;
6. Grant Nguyen reasonable attorney's fees, together with her costs; and
7. Such other and further relief as the Court determines just and equitable in the circumstances of this case.

Respectfully submitted,

/s/ Robert Notzon

Robert Notzon
The Law Office of Robert Notzon
Texas Bar No. 00797934
1507 Nueces Street
Austin, Texas 78701
(512) 474-7563
(512) 474-9489 facsimile
ATTORNEY FOR PLAINTIFF

EXHIBIT A

Case INTAKE QUESTIONNAIRE Texas Workforce Commission Civil Rights Division	Document 1 Filed 04/21/11 Page 9 of 12 TWCCRD# _____ EEOC# _____
If returning by mail: 101 East 15 th St., #144T, Austin, Texas 78778-0001 (888)452-4778	

PLEASE INDICATE IF YOU HAVE PREVIOUSLY FILED THIS COMPLAINT WITH ANY OF THE AGENCIES BELOW: <input type="checkbox"/> Texas Workforce Commission Civil Rights Division (TWCCRD) <input type="checkbox"/> Equal Employment Opportunity Commission (EEOC) <input type="checkbox"/> City of Austin Equal Employment and Fair Housing Office <input type="checkbox"/> Fort Worth Human Relations Department <input type="checkbox"/> Corpus Christi	DATE RECEIVED (For Office Use Only):
--	--------------------------------------

YOU MUST PROVIDE COMPLETE INFORMATION OR YOUR COMPLAINT MAY BE DISMISSED.

BASIS: I believe I have been discriminated against in violation of federal (ADEA, Title VII, ADAAA) and state law (TCHRA), as follows. [EXAMPLES: If you think your treatment was because of age – check age and provide your date of birth and age at the time of the incident. If your treatment was because of your race – check your race. Only mark the basis you want to file under.] **DO NOT MARK THE BASIS IF YOUR TREATMENT WAS NOT BECAUSE OF IT.**

Age (You must be over 40 years old to qualify under the ADEA): Date of Birth: _____ Month/day/year Age at time of incident: _____	Race: <input type="checkbox"/> White <input type="checkbox"/> Black <input checked="" type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> American Indian/Alaskan	National Origin: <input type="checkbox"/> Anglo/Caucasian <input type="checkbox"/> African-American <input type="checkbox"/> Hispanic <input type="checkbox"/> Mexican <input type="checkbox"/> East Indian <input type="checkbox"/> Other	Color (Based only on skin color): <input type="checkbox"/> White <input type="checkbox"/> Black <input type="checkbox"/> Brown <input type="checkbox"/> Other
Religion: <input type="checkbox"/> Baptist <input type="checkbox"/> Catholic <input type="checkbox"/> Jewish <input type="checkbox"/> Muslim <input type="checkbox"/> Other	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Disability (Identify your disability): _____ _____	Retaliation: <input type="checkbox"/> I filed a complaint of discrimination <input type="checkbox"/> I assisted another filing discrimination <input type="checkbox"/> I participated in an investigation of discrimination DATE THIS OCCURRED:

Complainant Full Name: Chrystie T. Nguyen		Complainant Attorney (You will need to submit a letter of representation from your attorney):	
Address Line 1: _____		Address Line 1: _____	
Address Line 2: _____		Address Line 2: _____	
City/State/Zip: Austin TX _____		City/State/Zip: _____	
Home Phone #: _____		Phone #: _____	
Other Phone #: _____		Fax #: _____	
Date Hired: 6/2006 Position held: _____		Are you still employed with them? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Name of Employer (The company name/ address MUST be complete/ correct or your complaint may be dismissed) University of Texas Law School		HR Personnel Officer/EEO Officer/or Highest Ranking officer on work site: Ms. Linda Hillstone	
Address Line 1: 727 E. Dean Keeton		Address Line 1: UT 905	
Address Line 2: _____		Address Line 2: North Office A MCH #9400	
City/State/Zip: Austin TX 78705		City/State/Zip: Austin TX 78705	
Phone #: 512.232.1120		Phone #: 512.471.1849	
More than 15 employees: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Fax #: 512.471.8180	

<input type="checkbox"/> Severance Pay (B5)	<input type="checkbox"/> Hiring (H2)	<input type="checkbox"/> Suspension (S5)
<input type="checkbox"/> Demotion (D1)	<input type="checkbox"/> Layoff (L1)	<input type="checkbox"/> Terms & Conditions (T2)
<input checked="" type="checkbox"/> Discharge (D2)	<input type="checkbox"/> Promotion (P3)	<input type="checkbox"/> Training (T4)
<input type="checkbox"/> Discipline (D3)	<input type="checkbox"/> Reasonable Accommodation (R6)	<input type="checkbox"/> Wages (W1)
<input checked="" type="checkbox"/> Harassment (H1)	<input type="checkbox"/> Sexual Harassment (S4)	<input checked="" type="checkbox"/> Other: <u>Defamation</u>

The following questions are regarding the actions of discrimination taken against you (Each incident must be within 180 days (approximately 6 months) of the date you submit your complaint to the TWCCRD):

DATE OF FIRST HARM: _____ Explain what happened (Provide full names and position titles of all involved in this action):

Reason Employer gave you for their actions:

Provide the full names of other employees that were treated MORE FAIRLY than you. (Also, include the basis you filed under; i.e. if you filed under race give their race, if under sex, give their sex, etc.):

DATE OF SECOND HARM: _____ Explain what happened (Provide full names and position titles of all involved in this action):

Reason Employer gave you for their actions:

Provide the full names of other employees that were treated MORE FAIRLY than you. (Also, include the basis you filed under; i.e. if you filed under race give their race, if under sex, give their sex, etc.):

DATE OF THIRD HARM: _____ Explain what happened (Provide full names and position titles of all involved in this action):

Reason Employer gave you for their actions:

Provide the full names of other employees that were treated MORE FAIRLY than you. (Also, include the basis you filed under; i.e. if you filed under race give their race, if under sex, give their sex, etc.):

SIGNATURE

I am aware that this charge will also be filed with both the EEOC and State or local Agency. I will accept my responsibility to advise the agency if I change my address, phone number, or employment status, and I will cooperate fully with them in the processing of my charge in accordance with their procedures. I swear or affirm under penalty of perjury that I have read the above charge and that it is true to the best of my knowledge, information and belief.

Signature of Complainant: _____

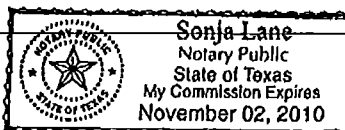
Date: May 6, 2010
(Month/Day, Year)

NOTARY

Notary Signature

Sonja Lane

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: 5.6.10
(Month, Day, Year)



NOTARY WITHOUT BOND

DISMISSAL AND NOTICE OF RIGHTS

To: **Chrystle T. Nguyen**
15227 Calaveras Drive
Austin, TX 78717

From: **San Antonio Field Office**
5410 Fredericksburg Rd
Suite 200
San Antonio, TX 78229



On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

31C-2010-00679

Jaime Valdez,
State & Local Coordinator

(210) 281-7661**THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:**

The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.



Your allegations did not involve a disability as defined by the Americans With Disabilities Act.



The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.



Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge.



The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.



The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.



Other (briefly state)

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit must be filed **WITHIN 90 DAYS** of your receipt of this notice; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for any violations that occurred **more than 2 years (3 years)** before you file suit may not be collectible.

On behalf of the Commission

Enclosures(s)

Pedro Esquivel,
Director

Jan. 19 2011
 (Date Mailed)

cc: **UNIVERSITY OF TEXAS LAW SCHOOL**
c/o Linda Millstone/EEO Services
P.O. Box 7609
Austin, TX 78713-7609

US EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
SAN ANTONIO FIELD OFFICE
5410 FREDERICKSBURG ROAD SUITE 200
SAN ANTONIO, TX 78229-3555

AN EQUAL OPPORTUNITY EMPLOYER



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Christie T. Neuman

7871734836 R083





**DISCRIMINATION/SEXUAL HARASSMENT
FORMAL COMPLAINT FORM
FOR
THE UNIVERSITY OF TEXAS AT AUSTIN**

Instructions:

The University of Texas at Austin is committed to providing an educational and working environment that is free from discrimination. Prior to completing this form, it is important for you to be fully aware of the specific complaint procedures outlined in the policy on "Nondiscrimination" (Handbook of Operating Procedures, Policy Number 4.B.1) and/or "Sex Discrimination and Sexual Harassment" (Handbook of Operating Procedures, Policy Number 4.B.2). In particular, you should review the information on the time limits for filing a complaint as specified in the procedure. It is not a requirement that you use this form in order to file a complaint. If you do choose to use this form, please include all the information requested below in your complaint. By being as specific as possible when discussing incidents of harassment, discrimination or retaliation, you will assist the investigators in the fact-gathering process. Be sure to include the date(s) the incident(s) occurred, the name(s) of the person(s) involved and the name(s) of those who may have witnessed the incident. Your complaint is not limited to the space provided. You are encouraged to attach additional materials, which may assist in the investigation process. Please note that information provided on this or any other form is not considered an official complaint unless it is signed by you and dated. Discrimination complaints may not be submitted by e-mail.

Upon receipt of your complaint, the University will review it. If it is determined that your complaint is complete, timely and raises covered issues, an investigation will be initiated and, unless your complaint is about a student, you will be informed of the outcome of the investigation.

To investigate your complaint, it will be necessary to interview you, the alleged offender(s), and any witnesses with knowledge of the allegations or defenses. The University will notify all persons involved in the investigation that it is confidential and that unauthorized disclosures of information concerning the investigation could result in disciplinary action.

It is the expectation of the University that those who file a complaint will remain active and cooperative in the investigation process.

Submit Discrimination Complaints by mail or in person to:

Office of the Dean of Students
Campus Mail: SSB 4.104, A5800
U.S. Mail: The University of Texas at
Austin, Office of the Dean of Students,
1 University Station, Austin, TX 78712

or

Equal Opportunity Services
Campus Mail: NOA 4.302, A9400
U.S. Mail: The University of Texas at
Austin, Equal Opportunity Services,
P.O. Box 7609, Austin, TX 78713

Name: Laura Louise Castro

<i>First</i>	<i>Middle</i>	<i>Last</i>
Address: 12108 Carlsbad Drive,	Austin TX	78738

<i>Street or P.O. Box</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
Phone: Day 512-232-1229 or [512] (cell) Evening [512] [552-1174]			

E-Mail Address: lcastro@law.utexas.edu

UT Department: School of Law (Communications Dept.) UT EID: [552-002]

I Am A: ☐ UT Student ☒ UT Employee ☐ Other: _____

REC'D JUN 08 2010
VIA FAX
AR

Laura Castro

I Wish To Complain Against: Kirston Fortune, Assistant Dean for Communications, University of Texas School of Law
(Identify the person(s) directly responsible for the alleged violation)

Date of incident of alleged discrimination: March 9, 2010 (Final warning revised letter, a private personnel matter, given to me and discussed in public with two other employees standing in Kirston Fortune's office at the same time and others within earshot of her open-door office.) Retaliation is on an ongoing basis which includes Kirston Fortune excluding me from information and meetings I need to do my job effectively, harassing me in emails and creating a hostile work environment specifically aimed at me to make me so uncomfortable that I will leave my job.
(Complaints must be filed within 90 days of the date of the prohibited discrimination, or, in the case of a currently enrolled student, within 30 days after the end of the semester in which the prohibited discrimination occurred, whichever is longer.)

Place of incident of alleged discrimination: UT School of Law, including office of Kirston Fortune.

Nature of alleged discrimination: Discrimination on the basis of national origin, and retaliation. Sexual harassment; discrimination on the basis of your race, sex, sexual orientation, national origin, age, disability, color or religion; retaliation because you filed a complaint.)

Describe in detail the specific incident that is the basis of the alleged discrimination:
(Describe each incident of harassment, discrimination or retaliation separately. Please be as detailed as possible, giving names, dates and places; include phone numbers and addresses if possible. Use additional paper if needed.)

PLEASE NOTE: I RESERVE THE RIGHT TO AMEND THIS DOCUMENT AS NEEDED.

I received a letter from my supervisor, Kirston Fortune, assistant dean for Communications at the UT School of Law, on Tuesday, March 9, 2010, with the subject title of "Final Warning REVISED VERSION." The date on the letter is the same. The letter shows it was copied to Robin Gerrow, assistant vice president, Office of Public Affairs (OPA).

The claims expressed in this letter as Kirston's "concerns" are false, misleading, and inaccurate. Most of the statements and demands that she makes in the letter are unreasonable and are without a doubt further evidence of Kirston's continued and unchecked discriminatory and harassing behavior towards me for more than three years.

The letter is evidence that she is trying to fire me although no one else at the Law School who I work with – primarily the faculty – share Kirston's negative assessment of my job performance.

In addition to the actual letter, my current complaint also stems from the following: In giving me this final warning Revised Version letter, Kirston mandated that I come to her office and get the letter. I asked her if she could leave it in my mailbox but she demanded I come to her office. When I arrived at her office expecting to be handed the letter, she pulled it out (not enclosed in an envelope and not folded) in front of two other

Laura Castro

Communications Dept. employees (see names in other section) who were in the same room (Kirston's office) and standing adjacent to the area that Kirston and I were standing. (Kirston shares her office sometimes with part-time photograph specialist Stephanie Swope who has a desk in her office and was at her desk that day.) Kirston began to talk to me about my warning letter -- and identifying the letter she was handing me as the "revised warning letter." She told me what part she had revised and telling me it was a policy from the university's Handbook of Operating Procedures. She spoke at a voice level where it was very easy for anyone in the vicinity to hear and understand her. I told her that it was not appropriate or professional to be discussing my private personnel matter in such a public way. [See Sec. 9.95, Performance Evaluation Policy for Classified Personnel and Non-Faculty Professional Staff: "As an official part of each departmental personnel file, the Performance Evaluation form shall be treated as confidential."]

I took the letter from her and I told her that I would let HR and others know about her talking about this letter in such a public way. I left her office, and immediately sent an email to law school administrators, including the Dean and the HR Director, about this incident. In addition, at the time Kirston was talking about my warning letter in her office, her door was also open and there were many employees in their nearby offices or in the hallway with easy earshot of Kirston's voice. Kirston has done this many times in the past because I and others have heard her talking about me to others or on the phone.

The impact of these actions is to demean, intimidate, and humiliate me in the workplace and in front of other Law School employees. This lessens my credibility in the eyes of my co-workers and other employees. She singled me out for this- I've never known or heard of her doing anything similar to any of her other employees. I am her only minority employee on her staff, and she inherited me. The employees that she has hired are non-minorities. Next year will be my 10th year at the law school.

Did the person you are complaining against state a reason for the action prompting your complaint? If yes, please describe:

She gave no explanation or reasons for her outrageous and harassing behavior when she demanded that I come to her office to receive the letter in front of others.

Describe why you believe the incident you described was related to your race, sex, or whatever basis you indicated above, or why you believe you were retaliated against:

To understand the current incident you have to revisit some past incidents because this recent incident is part of a pattern of Kirston Fortune's discriminatory behavior against me in order to make me so uncomfortable that I will leave the Law School. She does this under the guise that I am not

Laura Castro

doing a good job. She often creates situations and puts negative spins on them where no real problem exists. She never compliments any of my good work including work that has been recognized by others as excellent. She never treats me as part of the Communications team. Instead she is abusive towards me when she does interact with me, and otherwise she excludes me from important events, meetings, and information. She talks negatively about me to administrators and others at the Law School and OPA. She does all of this despite all the credible evidence that exists to show I am an valued asset to the School of Law, including a petition/letter that was written by the top law school faculty and given to the Dean on March 9, 2010, because they learned of Kirston's attempts to fire me by giving me a completely negative performance evaluation. [She bases her warning letter in large part on that evaluation.] It was the first evaluation on my performance that she's done since she took her job more than three years ago. The evaluation was not only inaccurate, false, and misleading but it was untimely and covered more than the usual one year period of performance. She tried to bulldoze this process through so that I didn't have time to respond to the evaluation or prepare for a meeting about the evaluation and resolutions to her unfounded claims—this is well documented.

The evidence that I have (kudos, high satisfaction from faculty, students, others on campus including a Nobel Laureate at UT) shows that I should not have received a completely negative performance evaluation or a negative evaluation. There is not one word about any of the kudos – verbal and in writing – which I receive for my work at the Law School. In the warning letter she gave me --as with the evaluation -- she provides a false picture of my work. And in an evaluation meeting before I received the letter she made false statements (in front of witnesses) and she based her letter on those as well.

Since Kirston Fortune started working at the School of Law more than three years ago she has been determined to push me out of my job. In the process, she has intentionally created a hostile work environment for me and tainted my reputation with managers at the Office of Public Affairs. She's repeatedly tried to undermine my work at the law school and has negatively impacted my productivity at times when I have to defend myself from her actions. After I've complained to administrators, she has retaliated by demanding that I move from my window office to a lesser office down the hall even though I was the senior staffer in the Department. She gave my office to a white male, who was much younger, less experienced and completely new to the Law School. She claimed that he would have to share the office with another employee—a situation I told her wouldn't mind doing since I needed the natural light to work (something that the OPA supervisor Robin Gerrow told UT Photographer Marsha Miller her OPA writers needed to function at their best when Marsha talked to her about moving offices in the newly renovated office building.) In addition, the man who got my office never has had to share my old office with anyone.

Laura Castro

Kirston has Interfered with my compensation (a raise promised to me by the Dean on at least two occasions including one where he referred me to the assistant dean for Financial Affairs Kimberly Blar who said they were going to give me my raise and my back pay and that despite budget concerns of the time they would pay me out of the Law School's financial "reserves.") Kirston was copied on that note from Blar where I was led to believe I would receive my long awaited raise and back pay. It was not long after, that I began experiencing another round of harassing and discriminating behavior by Kirston towards me. Additionally, she eventually interfered with my teaching an undergraduate journalism course that I was allowed to do for several years under then Dean Bill Powers (and then Journalism Director Lorraine Branham) and therefore Interfered again with the related compensation. She has never given me a raise even when UT was giving merit raises despite the good work that I've done at the Law School - which again can be verified by the majority of the faculty at the Law School, and the superior performance evaluations I received from my previous supervisor, Allegra Young.

In addition to the final warning letter which is meant to cause me great emotional and financial harm, Kirston's action to force me to come to her office to discuss the letter when she knew there were others in her office is proof that she wants to humiliate me publicly when she can. This is a pattern. She has done this previously and since then -she tries to bully me particularly when others might notice in my workplace. [Professor Jack Getman has witnessed first- hand Kirston's attempts to bully me during an evaluation performance review meeting.]

Kirston shares the office with Stephanie Swope on many days during the week. She is aware of this - she's been doing this for some time now, so to say she wasn't aware that Stephanie wouldn't be in the room when she demanded I come get the letter would not be honest. Stephanie has a desk and a computer in her office. And Stephanie was at her desk that morning in Kirston's office and Kirston was aware of this. In addition, Julien Devereux, who also works in our Communications Department, was in Kirston's office talking and meeting with Stephanie. It was completely inappropriate, unprofessional and discriminatory for Kirston insist that I come to her office to get and discuss the newly revised final warning letter. Kirston can't possibly excuse talking about this letter with not one, but two employees present in her office. They didn't enter Kirston's office by accident or after I was asked to come to her office. They were already there when I arrived. Kirston made no attempt to shield the conversation about the personnel letter and private matter from them. I can't state enough that she is aggressive and hostile towards me - and since she has never tried to get to know me, this is not about personality, this is about her not liking me without knowing me or trying to get to know me. Immediately after giving me the warning letter she tried to start harassing me about my not being at my desk or not having my door open, when I was at the law school either in the bathroom or downstairs in the mailroom. She almost never talks to me, she smiled when she delivered the first warning letter to me as she put me

Laura Castro

on notice that she would terminate me (showing a lack of human decency), and never has included me in a staff meeting and never has asked me to lunch or coffee or a meeting of any sort to try to work out differences or come to any understanding. That's called discrimination. She retaliates by continuing her abusive behavior toward me particularly after I filed have complained to UT and UT Law administrators about her behavior towards me. This is why I believe strongly that she is discriminating and retaliating against me continually.

List and describe all documents, e-mails, records, materials and other evidence pertaining to your complaint:

1. Material that counters the discriminatory claim by Kirston that my work and performance are less than satisfactory includes letter dated March 9, 2010 from the faculty at the Law School. They went on record with the Dean of the Law School, Larry Sager, in support of my high-quality work and professional behavior.
2. "Final Warning REVISED VERSION" Letter from Kirston Fortune of March 9, 2010
3. Email from Laura Castro to the Dean and HR Director (copying others) on March 9, 2010, detailing the incident where she talked about the letter in front of two employees.
4. After the Dean met with me and received the faculty letter, and calls and emails from prominent alumni and a trustee, the Dean and HR had me send my timesheets to the HR person, and the Dean said he was going to review the situation. Nothing has yet been resolved, but I would like to talk to the Dean again about this entire situation before he leaves on summer vacation.]
5. A complaint filed on 3/23/10 by Laura Castro against Kirston Fortune with the Conflict Management and Dispute Resolution Office. Tracy Tarver determined that this complaint fell under EOS jurisdiction because of my allegations of discrimination at the Law School by my supervisor Kirston Fortune.
6. There may be some additional materials evidence which I can provide if/when amending this complaint.
7. EOS should have a copy of my informal complaint against Kirston Fortune.
8. Emails and or letters in the spring of 2010 from various alumni and professors in support of my work and being treated with respect by my manager at the Law School.
9. Meeting in person with the Dean and separately with Susan Farlas the week before Spring Break 2010 (with the Dean) and then with Susan Farlas before and after Spring Break.
10. Professor Jack Getman met informally with Dean Larry Sager about my situation during the week of Spring Break.
11. I rebut claims made by Kirston in her evaluation and letter in a rebuttal that I filed with Tracy Tarver but that I told her I would amend. The facts and evidence that I can present to counter the

Laura Castro

claims in this letter are included in my rebuttal to Kirston's annual performance appraisal. That's because Kirston summarizes and repeats much of what is in that appraisal in her Final Warning letter. She also refers to two meetings held about the appraisal and needed improvements - meetings that were held within days of my receiving the performance appraisal. I asked that more time be allowed for me to reasonably reflect on the appraisal, but she would not give it to me. [Kirston sent me a copy of the appraisal late in the afternoon of Monday, Feb. 22, 2010, and then set a mandatory meeting on the appraisal with her and Robin for Wed., Feb. 24, 2010, which was then moved to Thurs., Feb 25, 2010, primarily due to cold weather conditions. The next mandatory meeting was held on March 2, 2010, where Kirston presented on-going performance issues included in the appraisal.]

List and identify all witnesses to the incident(s) or persons who have personal knowledge of information pertaining to your complaint:

In addition to me, they include UT Law employees Kirston Fortune, Julien Devereux, and Stephanie Swope. We were in the office the day she handed me the revised warning letter and talked about it publicly.

Others who are aware of the incident or the situation generally are Professors Jack Getman, Sanford Levinson, Scot Powe, Gerald Torres, Louise Weinberg, Linda Mullenix, Patrick Woolley and many other law faculty who voluntarily and on their own accord became involved once they realized that my job was in jeopardy. As I've learned, it is rare for the faculty to become involved in a situation such as this unless they believe it is very important and justified.

Some law alumni who have knowledge of information pertaining to my complaint that have also written letters of support for me and about my good work for the law school include attorneys Linda Addison and Allison Zoellner.

There are some UT employees whose offices are located near Kirston's office who may have been in their offices on March 9 and surrounding days of the incident who could have easily overheard Kirston talking about me or the situation- such as employees Paul Goldman or Karyn Kondoff, possibly Mike Harvey. Some might also be aware when Kirston is often not in her office during regular work hours, so that calls into question how she knows when other staffers are at the law school or aren't there and also how competent she is in performing her job. [Although I suspect that some employees may not want to be involved and so might not be forthcoming with actual information that might be helpful to my case.]

Administrators at the Law School who are aware of this situation because I've emailed or talked to them in person include Susan Farias, Larry Sager and Mechele Dickerson.

Have you previously reported or otherwise complained about this or related acts of harassment, discrimination or retaliation to a University supervisor or official? If so, please

Laura Castro

Identify the individual to whom you made the report, the date you made the report and the resolution.

I've gone to our law school HR department and asked the Dean of the Law School, Larry Sager, to do something about Kirston's actions toward me and the situation -- which I've long described as hostile and discriminatory and unprofessional. I've complained to other UT Law administrators such as Mechele Dickerson in the past as well.

I've told Susan Farias, the HR at the law school, that Kirston in addition to not having the skills to be a good manager or a good communicator, she has acted abusively towards me and singled me out for demeaning treatment. She is rude and sarcastic when she talks to me and even rolls her eyes at me. I've sent email after email about her behavior and have long asked to be allowed to report to someone else. My complaints have not been met with any appropriate action. There was talk at one time by Larry Sager, Mechele Dickerson, Kimberly Biar and Susan Farias to set up an arrangement where I might teach at the Journalism School, which I was interested in, but the law school administrators didn't put enough support into making that idea a reality. It fizzled. I've complained that Kirston has also cost me financially -- that I haven't gotten a merit raise or the raise I was promised by Larry Sager and that Kirston interfered with my teaching as an adjunct at the J-School when both Bill Powers and my previous supervisor approved it. Before Kirston joined the law school, Larry Sager voiced no issue with my teaching a class when he became dean. The benefits for the Law School with this arrangement were many including my having better relationships with the media who often came to my class to speak or work with my students. As director of media relations, this was a win-win situation.

I complained about discrimination by Kirston Fortune towards me more than two years ago to Linda Millstone and Gregory Vincent and I filed an informal EOS discrimination complaint.

I've talked to DRO about my complaints before filing this complaint and even filed a DRO grievance, which was sent to EOS because of the nature of the discrimination claims I am making. I have an endless supply of documentation about my attempts to resolve this work issue and my request for help in resolving it to Law School administrators and others on campus.

When Kirston discussed my revised warning letter in public, I immediately sent a letter to Dean Larry Sager and the director of HR for the law School Susan Farias and to Kirston alerting them all to the situation. I can provide that report/email dated March 9, 2010. I have continued to send emails and talked in person to Larry Sager the week before Spring Break 2010 in his office. I've spoken in person to Susan Farias as well.

Please submit any additional information pertaining to the alleged discrimination:

Laura Castro

I can provide additional information as needed and if/when I amend this document.

Describe the injury or harm you suffered because of the alleged discrimination:

To begin with, the impact on me from her claims, including in the letter, has been that I've had to counter her efforts aimed at tarnishing my reputation and credibility and undermining my work. I have to work harder and without any recognition, including compensation, and respect from Kirston that I deserve for the many successes I've had in my job. The faculty of the Law School is very supportive and their accolades and assertions directly counter Kirston's claim that I that I have not met the expectations of my job responsibilities and that my performance is "consistently unsatisfactory."

The impact of Kirston's letter and claims is that I continue to feel harassed and under siege at the office. I am unfairly targeted and therefore am constantly worried about my employment here despite the fact that I regularly put in more than 40 hours of work a week for the Law School and that the law faculty and (prior to Kirston's arrival) administrators have recognized my work as being excellent. Academics across the campus that I've worked with also are constantly recommending my work to others but Kirston's actions threatens my good reputation. I have no doubt that my reputation has suffered damage among some UT Law community members who do not know my side of the story or only hear the misleading and false stories that Kirston has told them.

Physically the injuries I've suffered as a result of Kirston Fortune's actions include long-term stress that has resulted in physical ailments (including headaches, vertigo, muscle and disc pain, and other ailments) and emotional distress.

What would you like the University to do as a result of your complaint -- what remedy are you seeking:

I'd like to keep working at the UT Law School in an acceptable position without worrying that Kirston is going to keep harassing me, which means I'd like to not report to Kirston but be given the opportunity to do what I do and report to someone else as proposed to the Dean by Professor Jack Getman and other faculty supporters. I might also consider the opportunity to work elsewhere at UT in a position or situation that I consider to be fair and equitable -- possibly funded by the Law School for an equitable amount of time. There may be other creative ways to structure my job with the Law School that would allow for me to be compensated for what I've lost the past three years.

I want Kirston's warning letter and all negative evaluation documentation from Kirston (and Robin if she's co-signed) removed from my personnel file.

I'd like to be fairly compensated for the financial and emotional harm I've endured in the past three years—that includes back pay for the raise not received and an increase in my salary or an equitable arrangement that serves to compensate for what I've lost due to Kirston's interference and the

Laura Castro

lack of real help I've received from UT administrators to counter her toxic and discriminatory behavior.

I want Kirston Fortune to be disciplined and dismissed from her current position and the University. It is inappropriate and hypocritical to have someone with Kirston's abusive and discriminatory attitude and behavior working in this high-profile, high paying position at a public University that promotes itself as being sensitive to the concerns of its minority alumni and employees. [I have to stress that I have not been able to identify any other explanation for her treatment of me as a Mexican-American employee—and it is clear that this is not a personality conflict.]

If an advisor will assist you in the complaint process, indicate the individual's name, title, address and telephone number:

Complaint Acknowledgment:

I certify that to the best of my knowledge the information that I have provided is accurate and the events and circumstances are as I have described them.

I understand and acknowledge that a copy of this complaint, along with the attachments, will be furnished to the alleged offender ("respondent"). I have attached to this complaint any supportive evidence and/or documentation such as e-mails, records, materials which I believe supports my allegation. I also understand and consent to the disclosure of information contained in this complaint to appropriate administrators and witnesses interviewed for the purpose of investigating this complaint. I understand that I will have to provide contact information of witnesses identified in this complaint. I am willing to cooperate fully in the investigation and provide whatever evidence the University deems relevant.

I understand that the nature of this complaint, correspondence, and all discussions conducted in the course of investigation of the information contained in this complaint are confidential to the extent permitted by law and unauthorized disclosures of information concerning the investigation could result in disciplinary action. I agree to abide by these guidelines.

Signature



Date:

6/7/2010

Please note: If you indicate you will be assisted by an advisor, your signature below authorizes the named individual to receive copies of relevant student records and correspondence regarding the complaint and to accompany you to any meetings.

Signature: _____

Date: _____

Item #10

COMPROMISE AND RELEASE AGREEMENT

THIS COMPROMISE AND RELEASE AGREEMENT (hereinafter "Agreement") is made and entered into by and between the Parties, LAURA L. CASTRO (or "Castro"), THE UNIVERSITY OF TEXAS AT AUSTIN (or "the University"), and THE UNIVERSITY OF TEXAS AT AUSTIN SCHOOL OF LAW (or "the Law School" which is a part of the University of Texas at Austin, and is therefore included in references herein to "the University");

WHEREAS, the Parties acknowledge and agree that all Parties wish to dispose of any and all disputes between them, including any and all claims and causes of action of any kind that any of them have or may have arising out of or related to Castro's employment at the University, including but not limited to the Law School, that currently exist or may exist whether known or unknown at this time;

WHEREAS, the Parties desire to compromise and settle all of the matters in dispute between them, to fully and finally resolve all such matters, and to generally release one from the other in every regard, to avoid litigation and to buy peace.

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein, and the good and valuable consideration expressed herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. All "WHEREAS" clauses set out hereinabove are hereinafter incorporated by reference.
2. This Agreement, or any action taken pursuant to this Agreement, shall not constitute an admission of liability or wrongdoing by any Party concerning any matter related to or arising from this Agreement, all such liability being expressly denied. Further, this Agreement or any actions taken pursuant to this Agreement shall not be admissible in any proceeding for the purpose of showing the merit or lack of merit of the cause.
3. The University agrees to do the following:
 - a. The University will pay the total sum of One Hundred One Thousand Two Hundred Ninety-two and No/100 dollars (\$101,292.00) to Castro for alleged nonpecuniary compensatory damage in the form of two checks. The University will obtain necessary approval of the appropriate authorities for payment of the total amount in the form of two checks as set forth in this Agreement, as soon as practicable but not later than thirty (30) days after Castro submits the executed Agreement and resignation letter to the University. One check, in the amount of \$50,646.00, will be paid after Castro's execution of this Agreement and submission of a resignation letter as set forth in paragraph 8, below, as soon thereafter as practicable after approval by the appropriate authorities, but not later than thirty (30) days after Castro submits the executed Agreement and resignation letter to the University. Subject to Castro's execution of this Agreement and her resignation as set forth herein, the second check, also in the amount of \$50,646.00, will be paid on January 1, 2012, or as soon thereafter as practicable

after approval by the appropriate authorities but not later than thirty (30) days after January 1, 2012.

b. The University agrees to give Castro the honorific title of "visiting scholar" and the use of reasonable office space at the Law School comparable to other "visiting scholars", the exact size and location of which is to be decided at the Law School's discretion, for the period of one calendar year from the date of the effective date of Castro's resignation. During that period, the University will also supply Ms. Castro with a reasonable computer and printer comparable to other "visiting scholars", chosen at the University's discretion, for use in the office space provided and allow for UT Library privileges and access to copiers and fax machines for their incidental use; however, Castro will not have access to the University's internal non-public network, but will have Internet access and other University resources available through the Internet including Lexis-Nexis, Westlaw and other reasonable research and library data bases so long as the University does not incur any additional costs by allowing such access. The University agrees to provide Ms. Castro with an office telephone and University of Texas School Of Law business cards stating the title of "visiting scholar". The Parties agree that upon her execution of this Agreement and submission of her letter of resignation, as set forth below, Castro's employment at the University will be concluded and that the title of "visiting scholar" given to Ms. Castro is "honorific" only and does not indicate any kind of employment or agency relationship with the University whatsoever.

4. The sum listed in paragraph 3.a, above, along with the consideration provided in the form of the honorific title and office space as set forth in paragraph 3.b, above, shall constitute the full extent of any monetary payment or any other responsibility or consideration with respect to this Agreement on the part of the University and will fully settle any and all disputes concerning the claims which Castro has asserted or could have asserted in any forum or venue and all other claims and causes of action whatsoever which Castro has now or in the past had against the University (including but not limited to the Law School) that relate directly or indirectly to Castro's employment by the University at the Law School or elsewhere at the University, including, but not limited to, any claim for physical and mental injuries, equitable claims, damages claims, and claims for attorney's fees and costs. Castro agrees to assume full responsibility for all applicable taxes on this amount, and Castro further agrees to INDEMNIFY and HOLD HARMLESS the University, including but not limited to the Law School, and its officers, employees, agents, attorney, successors, and assigns in the event that any federal, state, or local taxing authority asserts against the University any claim for unpaid taxes, interest, or penalties based upon this payment by the University to Castro. The University will report both payments on an IRS Form 1099 with the payments reported as "Other Income" in box 3 of the form.
5. The Parties shall treat this Agreement and each of its terms as confidential. This confidentiality agreement is binding on the Parties to the extent that it does not violate any court order, constitutional provision or statute prohibiting such confidentiality, including, but not limited to, the Public Information Act. Castro may, however, discuss

the Agreement and disclose the terms of the Agreement to immediate family members, who shall keep such terms confidential. Castro may also report the amount and terms of this Agreement to a professional employed by her for the purpose of advising her as to her tax liability. The Parties agree that it is not a breach of this confidentiality provision to respond to an inquiry by stating that this matter "has been resolved."

6. Each Party assumes sole responsibility for any costs, expenses and fees that the Party may have incurred. Each Party waives and forgoes any and all claims that it may have against the other for costs, expenses, and attorney's fees.
7. Any evidence concerning any allegations made by Castro, regardless of venue or forum, and this Agreement are inadmissible in any subsequent litigation, claims, complaints, and causes of action arising from Castro's employment with the University. This term is made according to the laws of the State of Texas, which shall be the law governing this Agreement as a whole, and is expressly intended to comply with the federal and state rules of civil procedure and evidence. Venue for any dispute or claim arising from or related to this Agreement shall be Travis County, Texas.
8. Upon her execution of this Agreement, Castro agrees to resign her employment with the University and to tender a letter of resignation to the University effective on the date that she executes this Agreement. Castro also agrees not to seek employment with the University or any other University of Texas System institution for a period of two years following her execution of this Agreement.
9. CASTRO RELEASES, WAIVES, HOLDS HARMLESS and forever DISCHARGES the University of Texas at Austin, including but not limited to, The University of Texas at Austin School of Law; the University of Texas System; any of the University's or the University of Texas System's current and former officers, directors, Board Members, employees, agents, representatives, components, facilities, attorneys, successors, insurers, and assigns (hereinafter "RELEASEES") of and from the following: from any and all potential federal and state law claims, any and all manner of actions, administrative complaints, suits, liens, debts, damages, judgments, executions, claims, demands, sums of money, benefits, covenants, contracts, controversies, agreements, promises, compensations, torts, expenses, and causes of action Castro now has or may have against RELEASEES arising out of or related to Castro's employment by the University that currently exist or may exist whether known or unknown at this time, but have not been asserted. Such claims and causes of action include, but are not limited to, any claims under Title VII of the Civil Rights Act of 1964, Chapter 21, Texas Labor Code (the Texas Commission on Human Rights Act); the Constitution of the State of Texas, any state or federal law concerning employment discrimination, retaliation or any suit sounding in tort or contract arising from Castro's employment at the University of Texas at Austin. This RELEASE is effective for any claim that Castro may have had up to and including the date upon which Castro signs this Agreement. Notwithstanding the foregoing, this provision shall not be interpreted to release or absolve Castro from any obligations to indemnify and hold harmless as expressed in this Agreement with regard to tax consequences of this Agreement, such release being expressly denied.

10. Castro agrees that she will not disparage the University of Texas, the School of Law, or University employees or officials orally or in writing, provided however, that Castro may respond as required by law to court orders, subpoenas or as otherwise required by law, and any such lawfully required response does not violate this subparagraph.
11. The University agrees, without acceptance or creation of any liability beyond that which is provided by law, that University human resource personnel, Lawrence G. Sager, Kriston Fortune, Susan Farias, Kimberly Biar, Robin Gerrow and Don Hale will not disparage Castro orally or in writing while employed by the University and acting within the course and scope of their duties; however, these individuals and the University may respond as required by law to court orders, subpoenas or as otherwise required by law, and any such lawfully required response does not violate this subparagraph. If contacted concerning Castro, human resources personnel will respond only by stating Castro's dates of employment and position(s) held. The University also agrees that any negative performance evaluations or documents from Kirston Fortune or Robin Gerrow and which were the subject of Castro's internal Equal Opportunity Services (EOS) complaint will be removed from Castro's personnel file(s) and maintained as a part of the EOS complaint file with the University's Office of Institutional Equity (formerly EOS).
12. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, such invalidity shall not affect any other provision of this Agreement.
13. This Agreement contains the entire agreement of the Parties and supersedes any and all prior agreements, arrangements, negotiations or understanding between the Parties on all subjects in any way related to the subject matter of the above-styled and numbered cause. No oral understandings, statements, promises, or inducements contrary to or inconsistent with the terms of this Agreement exist. All covenants and agreements contained herein are binding upon the Parties hereto and their respective heirs, successors, legal representatives and assigns and is subject to modification, waiver, or addition only if written and signed by all Parties.
14. The Parties individually acknowledge that they have read and understand the effect of this Agreement; that they have had the opportunity to seek advice of counsel; and that they are executing this Agreement of their own free will and accord with their signature below for the purpose of making a full and final compromise and settlement and for the purposes and consideration set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above signed, sealed and delivered in the presence of:



Laura L. Castro

Date: 8/29/2011

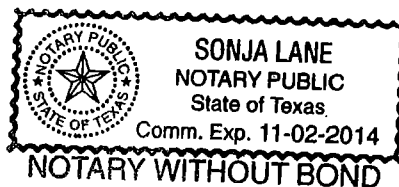
SUBSCRIBED AND SWORN TO BEFORE ME on this the 29th day of August, 2011, to certify which witness my hand and official seal.

Sonja Lane

Notary Public
State of Texas

Commission expires: 11.2.14

Seal:



Lawrence G. Sager
Dean
SCHOOL OF LAW
THE UNIVERSITY OF TEXAS AT AUSTIN

Date: 29 Aug 2011

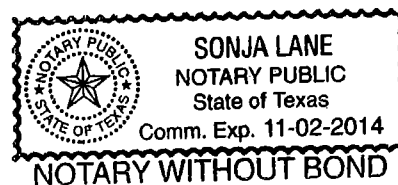
SUBSCRIBED AND SWORN TO BEFORE ME on this the 29th day of August, 2011, to certify which witness my hand and official seal.

Sonja Lane

Notary Public
State of Texas

Commission expires: 11.2.14

Seal:



Patricia C. Ohlendorf
Patricia C. Ohlendorf
Vice-President for Legal Affairs
THE UNIVERSITY OF TEXAS AT AUSTIN

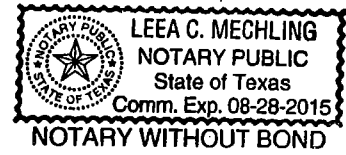
Date: 9/2/2011

SUBSCRIBED AND SWORN TO BEFORE ME on this the 2nd day of Septemb, 2011, to certify which witness my hand and official seal.

Leea C. Mechling
Notary Public
State of Texas

Commission expires: 8-28-2015

Seal:





SCHOOL OF LAW

THE UNIVERSITY OF TEXAS AT AUSTIN

727 East Dean Keeton Street • Austin, Texas 78705 • (512) 471-5151 • Facsimile (512) 471-6988

October 10, 2011

Dean Lawrence Sager
University of Texas School of Law
Campus Mail Code D1800

Via Hand Delivery

Dear Larry,

Thank you for meeting with me recently to discuss my concerns about gender equity in pay and institutional governance assignments at the law school in general, and gender-based inequities in my salary in particular. This letter is intended to memorialize the substance of our discussions.

In our first meeting, on September 26, 2011, I explained to you that it is my belief that my salary is substantially lower than identifiable male faculty members who perform substantially equal work on jobs requiring equal skill, effort and responsibility, and that there are no factors other than gender that explain this pay gap. I also reiterated my request that you appoint more women to the Budget Committee, in light of serious questions about gender pay inequities at the law school and the charge to the Budget Committee to constitute a gender equity subcommittee. As I said during our meeting, women are underrepresented on all the major governing committees at UT Law School. With respect to the Budget Committee in particular I cannot see how a committee comprised of eight men and one woman can put together a credible gender equity subcommittee.

In response, you discussed the historical factors that may have led to the salary gap and constraints you currently face in adjusting salaries. You declined to share with me information about the salaries of other members of the faculty so that we could discuss comparative salaries in a meaningful way. We did not make any progress in resolving the salary gap. At that meeting you also expressed an interest in including more women on the Budget Committee and asked me to join the committee. I demurred, reminding you that I am teaching a very heavy load this year (as I is typical for me) and that I am chairing the Tenure Committee again, which is a very time-consuming task. I recommended that you appoint Linda Mullenix or Susan Klein to the Budget Committee, as both women have consistently requested to serve on that committee but have not been appointed.

We met for a second time on September 28, 2011. At that meeting you conceded that at least one male faculty member makes approximately \$30,000 per year more than I do for performing substantially equal work on a job requiring equal skill, effort and responsibility. In fact, of course, when you consider teaching load, institutional governance responsibility, and other measures of contributions to the law school mission, I perform substantially more work each

Dean Lawrence Sager
October 10, 2011
Page 2

year than that particular male colleague does. In light this gender gap, you promised that you would seek a substantial raise for me during the current salary cycle (to be effective September 2012) and stated that you had discussed this with Lynn Baker, the Chair of the Budget Committee, and she agreed that this was the right thing to do. Although you did not promise a specific amount, you indicated that you would seek a raise that would go a long way toward eradicating the unjustifiable gap.

You also reiterated your request that I join the Budget Committee. Unfortunately, however, I must decline. As I explained at our meetings, I teach 13 credits and approximately 150-200 students each year. And my responsibilities to the Supreme Court Clinic are year-round and very demanding. In addition, being Chair of the Tenure Committee is very time-consuming, as we have seven tenure track faculty members, three of whom will have their third year review this spring and five of whom plan to make a tenure bid next fall. Since a primary reason for our meetings was to discuss the fact that I am currently underpaid for the work I do for the law school, I am unable at this time to take on yet another institutional governance role in order to make sure that women are fairly represented on important committees. Fortunately, there are other able tenured women who have consistently expressed a desire to serve on the Budget Committee – Susan Klein and Linda Mullenix – and I renew my request that you add one or both of them to that committee.

In sum, I write to thank you for your promise to work to raise my salary substantially during the upcoming salary cycle, to decline your invitation to add yet another administrative responsibility to my already very full plate, and to urge that you add Susan Klein and/or Linda Mullenix to the Budget Committee for this academic year.

Very truly yours,



Lynn E. Blais
Leroy G. Denman, Jr., Regents Professor in Real Property Law
Co-Director, Supreme Court Clinic

Cc: Lynn Baker, Chair – Budget Committee