

Office of the President

TO MEMBERS OF THE GOVERNANCE COMMITTEE:

ACTION ITEM

For Meeting of March 19, 2025

APPROVAL OF CONTRACT COMPENSATION FOR RON RIVERA AS GENERAL MANAGER, FOOTBALL, BERKELEY CAMPUS AS DISCUSSED IN CLOSED SESSION

EXECUTIVE SUMMARY

The President of the University requests approval of contract compensation for Ron Rivera as General Manager, Football, Berkeley campus, at 100 percent time, for a contract effective March 24, 2025 through March 31, 2028.

This action is subject to approval by the Regents as it does not fit within the criteria in the *Amendment of Regents' Delegation of Authority for Recruiting and Negotiation Parameters for Certain Athletic Positions and Coaches, Systemwide* (the "September 2008 Parameters"). The delegation of authority to the President in the September 2008 Parameters may only be used in cases of pre-emptive or active retention or replacement, but this is an action for a new athletic position for the Berkeley campus. Any future contract negotiations for this position will be reviewed for proper approval authority as provided for within the September 2008 Parameters and Personnel Policies for Staff Members (PPSM)-30: *Compensation*. For example, to remain within the September 2008 Parameters for any new contract and/or contract amendment, funding will need to be limited to athletic department revenues or private fundraising.

RECOMMENDATION

The Committee recommends approval of the following items in connection with the contract compensation for Ron Rivera as General Manager, Football, Berkeley campus, at 100 percent time, with the understanding that the final terms as approved by the Regents will be set forth in an appropriate written contract, which will be reviewed by UC Legal, Office of the General Counsel:

- A. Contract Duration and Termination: Contract period effective March 24, 2025 through March 31, 2028. Consistent with the *Amendment of Regents' Delegation of Authority for Recruiting and Negotiation Parameters for Certain Athletic Positions and Coaches, Systemwide* (September 2008 Parameters), the contract will include termination and liability clauses limiting the University's obligations.

- B. Guaranteed Compensation: Annual guaranteed compensation of \$800,000 each contract year, comprised of an annual base salary of \$250,000 and a talent fee of \$550,000 each contract year.
- C. Deferred Compensation: Not applicable – Not included in this contract.
- D. Annual Maximum Incentive Potential: Annual maximum incentive potential of \$800,000, which would be subject to an academic gatekeeper threshold where no incentive would be paid out unless the team meets the National Collegiate Athletic Association's minimum Academic Progress Rate (currently ≥ 930).
- E. Signing Bonus: Not applicable – Not included in this contract.
- F. Camp Income: Not applicable – Not included in this contract.
- G. Benefits: Standard pension and health and welfare benefits.
- H. Relocation: Reimbursement of actual and reasonable moving expenses not to exceed \$40,000 that are associated with relocating Mr. Rivera's primary residence, subject to limitations and repayment provision under UC Policy G-13: *Policy and Regulations Governing Moving and Relocation*.
- I. Courtesy Car: Not applicable – Not included in this contract.
- J. Perquisites: Standard perquisites consistent with department practice for other UC Berkeley athletic contracts, e.g., game tickets.
- K. Funding: Contract compensation will be funded exclusively through philanthropic funds. No State or UC General funds will be used.

The compensation described above shall constitute the University's total commitment until modified by the Regents or President, as applicable under Regents policy, and shall supersede all previous oral and written commitments. Compensation recommendations and final actions will be released to the public as required in accordance with the standard procedures of the Board of Regents.