

TERM SHEET – Erik Bakich

Baseball Head Coach

TERMS ARE SUBJECT TO THE APPROVAL OF THE CLEMSON UNIVERSITY BOARD OF TRUSTEES
COMPENSATION COMMITTEE

Term	Starts: on or before July 1, 2022 Ends: June 30, 2028	
Annual Compensation Rates (prorated for any partial Contract Year)	<u>Contract Year</u>	<u>Total Compensation</u>
	2022-23	\$850,000
	2023-24	\$900,000
	2024-25	\$950,000
	2025-26	\$1,000,000
	2026-27	\$1,050,000
	2027-28	\$1,100,000
	* Contract Year is each period of July 1-June 30 occurring during the Term. No form of compensation shall be adjusted due to any University or State of South Carolina mandated cost of living or similar adjustments. Note: PEBA sets the basis for benefits upon eligible compensation. PEBA sets salary limit for calculation of PEBA retirement benefits and total sum for Base Salary and Supplemental Income set forth in this Term Sheet is not altered by such salary limit calculation.	
Signing Incentive	\$400,000 within 30 days of start of employment	
Retention Bonus	If employed by the University on June 30, 2027, Coach will earn a \$250,000 bonus to be paid on or before July 31, 2027.	
University Buyout (early termination by University w/o cause)	The University may terminate employee's employment without necessity of demonstrating cause. Upon termination without cause on or before June 30, 2025, the University shall provide 100% of Total Compensation otherwise due over the remaining term of the contract with the Coach's requirement to mitigate. Upon termination without cause after June 30, 2025, and before June 30, 2028, the University shall provide 50% of Total Compensation otherwise due over the remaining term of the contract with no requirement for the Coach to mitigate. Amount due to be paid, at the University's option, in a lump sum or in monthly installments (subject to partial tax acceleration) over the remaining term.	
Employee Buyout (early termination by Employee)	Should Employee terminate early for the purpose of accepting employment in a position as the Head Coach of another baseball program on or before June 30, 2025, Employee shall pay the University an amount equal to 40% of Total	

	<p>Compensation due over the remaining term of the contract. Should Employee terminate early for the purpose of accepting employment in a position as the Head Coach of another baseball program after June 30, 2025, and before June 30, 2028, Employee shall pay the University 20% of Total Compensation due over the remaining term of the contract. Employee Buyout is waivable in sole discretion of the University.</p>
Standard Fringe Benefits	<p>Standard University unclassified employee package provided. Cell phone stipend to be provided pursuant to Athletic Department policies. Benefits subject to applicable tax treatment per University policies.</p>
Automobiles	<p>One (1) vehicle under dealer program plus insurance and taxes or Clemson Athletics car stipend in the amount of \$600 per month.</p>
Country Club Membership	<p>Sports Membership at The Reserve (initiation fee and annual dues)</p>
Tickets	<p>Baseball: 10 tickets to home games Football: 4 tickets to home games Men's Basketball: 4 tickets to home games <i>Note tickets subject to IRS regulations concerning tax treatment.</i></p>
Travel	<p>NCAA post-season travel for immediate family to be covered by Clemson. <i>Note travel subject to IRS regulations concerning tax treatment.</i></p>
Performance Incentives	<p><u>Conference Performance</u></p> <ul style="list-style-type: none"> • ACC Tournament Champion: \$10,000 <u>and</u> • #1 seed in ACC Tournament: \$20,000 <p><u>NCAA Tournament Performance</u></p> <ul style="list-style-type: none"> • NCAA Tournament Appearance: \$10,000 <u>and</u> • NCAA Regional Champion: \$15,000 <u>and</u> • NCAA Super Regional Champion: \$20,000 <u>and</u> • NCAA CWS Championship Series Appearance: \$25,000 <u>and</u> • NCAA CWS Champion: \$60,000 <p><u>Coaching Awards</u></p> <ul style="list-style-type: none"> • ACC Coach of the Year: \$10,000 <u>and</u> • National (ABCA) Coach of the Year: \$10,000 <p><u>Academic Achievement</u></p> <ul style="list-style-type: none"> • Single-year APR \geq 975: \$5,000
Termination for Cause	<p>The University may terminate Employee's employment for Cause, to be defined substantially as set forth on the attached appendix.</p> <p>No buyout, all future payments and benefits forfeited except for vested benefits, if any.</p>

Termination for Death or Disability	<p>The University may terminate Employee's employment in the event of death or disability.</p> <p>No buyout, all future payments and benefits forfeited except for vested benefits, if any.</p>
Outside Income	Activities which earn outside income subject to approval by the Director of Athletics and must be consistent with NCAA regulations including annual disclosure requirements.
Other contracts	Employee represents and warrants that he has no other obligations or commitments that would interfere or hinder full performance as Head Coach. Employee is responsible for any buyouts or other penalties associated with his/her current employment arrangements, if any.
Duties and Responsibilities	Baseball Head Coach (Specifics delineated in contract)
NCAA Required Acknowledgements	<p>As required by NCAA legislation, the parties acknowledge that:</p> <ol style="list-style-type: none"> 1. If Employee is found to be in violation of applicable NCAA legislation, Employee shall be subject to disciplinary or corrective action as set forth in relevant NCAA, ACC, and/or University disciplinary and/or enforcement procedures, including suspension without pay or termination of employment. 2. Employee has an affirmative obligation to cooperate with the NCAA infractions process, as defined by the NCAA bylaws.

Signatures on the next page

The parties agree to the above terms to be effective as of the Start Date and agree that they will be incorporated into a definitive employment agreement containing mutually and reasonably agreed upon provisions concerning the foregoing matters, as well as additional terms and conditions customary for agreements of this nature. The parties will use diligent efforts to negotiate and execute the definitive employment agreement within 180 days of the Start Date. When fully executed and approved by the Board of Trustees Compensation Committee, this Term Sheet will constitute a binding and legally enforceable agreement until superseded by the definitive employment agreement.

Accepted: _____ Date: _____
Erik Bakich

Approved: _____ Date: _____
Graham Neff

NOTE: All compensation provisions in this Term Sheet and the definitive contract will be interpreted and applied in a manner that complies with the applicable provisions of Section 409A of the Internal Revenue Code and the regulations and interpretive guidance thereunder ("409A Requirements"), such that amounts earned and payable pursuant to Employee will not be subject to the premature income recognition or adverse tax provisions of the 409A Requirements.

Termination For Cause

In addition to any other remedy permitted by this Agreement or applicable law, the University may, by written notice, terminate Coach's employment for Cause at any time. For purposes of this Section XX, "Cause" shall be defined to include, as determined by the University in its reasonable and good faith discretion:

- (i) any material breach of this Agreement by Coach;
- (ii)
 - (1) any act or omission, whether occurring prior to or during the Term, that the University determines constitutes a violation of a Governing Body Requirement by or permitted by Coach, or
 - (2) any act or omission, whether occurring prior to or during the Term, that the University determines constitutes a violation of a Governing Body Requirement by personnel Coach is responsible for supervising (directly or indirectly) which Coach knows or should have known about and does not immediately report as required by this Agreement (whether such failure to report consists of a failure to report a known violation or arises from Coach's failure to be aware of a violation Coach should have known about), or
 - (3) any act or omission, whether occurring prior to or during the Term, that the University determines constitutes a violation of a Governing Body Requirement by any other person which Coach knows about and does not immediately report as required by this Agreement, or
 - (4) any act or omission, whether occurring prior to or during the Term, that the University determines constitutes a violation of a Governing Body Requirement for which Coach is otherwise responsible under the applicable standards (including but not limited to responsibility by virtue of a failure to promote an atmosphere of compliance or to monitor personnel who report, directly or indirectly, to Coach),

provided, however, that in order for any of the foregoing (1)-(4) to constitute Cause, the violation must be one which is regarded as a serious violation (*e.g.*, repeated violations or violation(s) that the University determines could reasonably be expected to result in sanctions such as probation, vacation of athletic contest results, loss of scholarships, prohibition against conference or championship or telecast appearances, restrictions on a coach's right to engage in recruiting-related activities, etc.). For purposes of this Section XX, the decision as to whether a violation of a Governing Body Requirement has been committed, and/or whether a violation is a serious violation, rests solely with the University. However, if Coach is terminated for Cause under this Section XX and the applicable Governing Body renders a final determination establishing facts indicating that Cause as defined in this Section XX does not exist, provided there are no other facts or circumstances justifying a termination for Cause, the termination

shall be treated as a termination without cause under Section YY below and the provisions of Section YY shall apply and shall be Coach's sole remedy for any cause of action based on this Agreement;

(iii) failure of Coach to fully and promptly cooperate with the University or any Governing Body in any investigation of possible violations of a Governing Body Requirement or University Requirement;

(iv) material breach of any Title IX Policy by Coach prior to or during the Term (it being understood that the foregoing shall not limit the University's right to terminate this Agreement for Cause based upon violations of other University Requirements otherwise constituting Cause under this Section XX);

(v) failure by Coach to engage in (and/or to use Coach's best efforts to ensure that personnel under Coach's direct or indirect supervision engage in) safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any University Requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete, whether occurring prior to or during the Term;

(vi) prior to or during the Term, conviction of (or entry into pre-trial intervention as a result of) a violation of any criminal statute that constitutes a felony or constitutes a misdemeanor involving moral turpitude;

(vii) fraud, dishonesty, neglect of duties or gross misfeasance, whether occurring prior to or during the Term;

(viii) commission of any act, whether occurring prior to or during the Term, that brings disgrace or embarrassment to the University or Coach; tends to shock, insult, or offend the greater Clemson, South Carolina and/or University alumni communities; manifests contempt or disregard for diversity, public morals or decency; or violates applicable University Requirements with respect to personal conduct;

(ix) any other act or omission, whether occurring prior to or during the Term, which brings serious discredit to the Program or the University, or would be likely to cause prospective student-athletes to elect not to attend the University; or

(x) any other cause adequate to sustain the termination of any other unclassified non-faculty employee pursuant to the University's Progressive Discipline Policy.

In the event of Coach's termination for Cause, this Agreement shall terminate without further obligation by the University, except for the payment of any Accrued Obligations (as defined in Section XX below).

