

# TERM SHEET – Matt Luke

## Football Assistant Coach

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

Term	Starts: following Board approval and background check clearance Ends: January 31, 2027			
Compensation	<b>Year</b>	<b>Base Salary</b>	<b>Supplemental</b>	<b>Total Compensation</b>
	2024-25	\$330,000	\$645,000	\$975,000
	2025-26	\$330,000	\$770,000	\$1,100,000
	2026-27	\$330,000	\$870,000	\$1,200,000
	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.			
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, the University shall provide 100% of Total Compensation over the remaining contract with *mitigation.  <i>*Mitigation: Employee shall be obligated to seek other employment, and buyout amount due shall be reduced on a dollar-for-dollar basis by the amount earned by the Employee in full-time employment obtained elsewhere during the Total Term remaining</i>			
Employee Buyout (early termination by Employee)	Should Employee terminate early for the purpose of accepting employment in a position other than as the Head Coach of another football program, including but not limited to a collegiate or professional team, Employee shall provide 25% of Total Compensation over the remaining term. Employee Buyout is waivable in sole discretion of the University.			
Standard Fringe Benefits	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.			
Automobiles	One (1) vehicle under dealer program plus insurance and taxes or Clemson Athletics car stipend (\$600/month).			

Performance Incentives	<p><b>ACC Championship Game Appearance: \$10,000</b></p> <p>----- <b>AND</b> -----</p> <p><b>Bowl Game w/ 8 or more regular season wins: \$20,000</b> or <b>College Football Playoff non-Semifinal Appearance: \$40,000</b> or <b>College Football Playoff Semifinal Appearance: \$50,000</b> or <b>College Football Playoff Championship Appearance: \$60,000</b> AND <b>College Football Playoff Champion: \$25,000</b></p>
Termination for Cause	<p>For Cause provisions (see attached) to be delineated in the contract.</p> <p>No buyout, all future payments and benefits forfeited except for vested deferred compensation and vested state retirement, 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	<p>Activities which earn outside income subject to approval by the Director of Athletics and must be consistent with NCAA regulations including annual disclosure requirements.</p>
Other contracts	<p>Employee represents and warrants that he has no other obligations or commitments that would interfere or hinder full performance as Assistant Coach. Employee is responsible for any buyouts or other penalties associated with his/her current employment arrangements, if any.</p>
Duties and Responsibilities	<p>Offensive Line Coach (Specifics delineated in contract)</p>

*Signatures on following 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: \_\_\_\_\_  
Matt Luke

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Graham Neff

NOTE: All compensation provisions in this Term Sheet and the definitive agreement 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 15(c), "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 he 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 Governing Body Requirement standards,

*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, significant restrictions on a coach's right to engage in recruiting-related activities, suspension of a coach, etc.). For purposes of this Section 15(c)(ii), 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 15(c)(ii) and the applicable Governing Body renders a final determination establishing facts indicating that Cause as defined in this Section 15(c)(ii) 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 15(d) below and the provisions of Section 15(d) 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 16(c));

(v) failure by Coach to engage in (and/or to use his 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 (or if publicly known would be expected to bring) disgrace or embarrassment to the University or Coach; tends to (or if publicly known would be expected to tend 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 (or if publicly known would be expected to bring) 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 for which termination is authorized by 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 15(f) below).