

TERM SHEET – Garrett Riley

Football Assistant Coach

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

Term	Starts: January, 2023 Ends: January 31, 2026			
Compensation	Year	Base Salary	Supplemental	Total Compensation
	2023-24	\$330,000	\$1,420,000	\$1,750,000
	2024-25	\$330,000	\$1,420,000	\$1,750,000
	2025-26	\$330,000	\$1,420,000	\$1,750,000
	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.			
Signing Bonus	\$300,000 to be paid within 60 days of start of employment			
University Buyout (early termination by University w/o cause)	Upon termination without cause, the University shall provide 100% of Total Compensation over the remaining contract with *mitigation. <i>*Mitigation: Buyout amount due shall be reduced on a dollar-for-dollar basis by the amount earned by the Coach 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 contract. 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>ACC Championship Game Appearance: \$10,000</p> <p>----- AND -----</p> <p>Bowl Game w/ 8 or more regular season wins: \$20,000 or College Football Playoff non-Semifinal Appearance: \$40,000 or College Football Playoff Semifinal Appearance: \$50,000 or College Football Playoff Championship Appearance: \$60,000 AND College Football Playoff Champion: \$25,000</p> <p>----- AND -----</p> <p>*Top 10 Total Relative Offense: \$50,000 or *Top 5 Total Relative Offense: \$100,000 AND *Top 10 Total Offense: \$50,000 or *Top 5 Total Offense: \$100,000</p> <p><i>*According to Sports Source Analytics on the Monday following the Atlantic Coast Conference Championship game.</i></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>
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 Coordinator/Quarterbacks 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 mutually reasonably agreeable employment contract to be executed within 180 days of the Start Date.

Accepted: _____ Date: _____
Garrett Riley

Approved: _____ Date: _____
Graham Neff

DRAFT

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 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 him),

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, 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, 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 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).