

Confidential
Proposed Employment Agreement
Offensive Line Coach Randall Clements
December 11, 2025

The following is a summary of the terms of the proposed Employment Agreement of Assistant Football Coach/Offensive Line Coach Randall Clements.

1. Contract Term.

December 11, 2025 – December 31, 2027.

2. Annualized Base Salary.

\$ 725,000

3. Incentive Compensation.

(a) SEC Championships:

Coach may earn the greater of the following:

- SEC Championship Game Appearance: \$25,000, or
- SEC Championship Game Win: \$50,000

(b) Post-Season Bowl/College Football Playoff (“CFP”) Games:

Coach may earn the greater of the following:

- Non-CFP Bowl Appearance (except Citrus Bowl): \$20,000, or
- Citrus Bowl Appearance: \$25,000, or
- CFP Game Appearance: \$30,000, or
- CFP Quarterfinal Game Appearance: \$35,000, or
- CFP Semifinal Game Appearance: \$40,000, or
- CFP National Championship Game Appearance: \$50,000, or
- CFP National Championship Game Win: \$65,000

4. Automobile.

Coach shall be provided the use of 1 automobile or a monthly automobile stipend, as determined by USC.

5. **Relocation and Moving Expenses.**

USC shall pay Coach's actual relocation and moving expenses up to a total of \$20,000.

6. **Termination.**

(a) **Termination by USC for Cause:** If USC terminates the contract for cause, Coach's compensation ends on the effective date of termination.

(b) **Termination by USC Without Cause:** If USC terminates the contract without cause, USC shall pay Coach liquidated damages as follows:

- If USC terminates the contract without cause from December 11, 2025 to December 31, 2026, USC shall pay Coach liquidated damages equaling 85% of Coach's Base Salary for the remaining term of the contract; or
- If USC terminates the contract without cause from January 1, 2027 to December 31, 2027, USC shall pay Coach liquidated damages equaling 75% of Coach's Base Salary for the remaining term of the contract.

However, if Coach accepts other comparable employment, the amount owed to Coach shall be reduced by the amount Coach earns in such new employment during the remaining term of the contract.

(c) **Termination by Coach:**

If Coach terminates the contract, Coach shall pay USC liquidated damages as follows:

<u>Effective Date of Termination:</u>	<u>Amount to be Paid by Coach:</u>
12/11/25 – 6/30/26:	\$ 1,450,000
07/01/26 – 12/31/26:	\$ 543,250
01/01/27 – 12/31/27:	\$ 362,500

Coach shall not be obligated to pay USC liquidated damages if Coach terminates the contract to immediately accept employment as (i) a head coach at a Division I college or university or in the National Football League, or (ii) an offensive or defensive coordinator with primary play-calling responsibilities at a Division I college or university or in the National Football League.