



April 22, 2021

Sent Via Email (*abryant@baileyglasser.com*)

Mr. Arthur H. Bryant, Esq.
Bailey & Glasser LLP
1999 Harrison Street, Suite 660
Oakland, CA 94612

RE: Resolution of Potential Title IX Litigation

Dear Arthur,

**Office of
GENERAL COUNSEL**

Clemson University
207 Sikes Hall
Clemson, SC
29634-5003

P 864.656.3414
F 864.656.7739

I am writing on behalf of my client, Clemson University ("Clemson" or "the University"), to document the understanding reached with your clients, who are men's track & field and cross country student-athletes at Clemson.

On November 5, 2020, Clemson announced its decision to discontinue its men's indoor track & field, outdoor track & field, and cross country teams, effective at the end of the 2020-21 academic year. On March 12, 2021, Clemson received a letter from you representing members of the men's track & field and cross country teams, asserting that the teams' elimination would deprive male student-athletes and potential student-athletes at Clemson of equal opportunities to participate in violation of Title IX. On March 15, 2021, Clemson received a letter from Lori Bullock representing members of the women's rowing, track & field, and cross country teams, asserting that Clemson was depriving female student-athletes and potential student-athletes of equal athletic financial aid, treatment, and benefits in violation of Title IX. Lori's letter also asserted that the women's track program would be negatively affected by the men's teams' discontinuation and noted that both the women's and men's teams desired all-around Title IX compliance at Clemson.

Clemson is committed to gender equity, took these allegations seriously, and retained outside counsel to meet with you and try to resolve your clients' claims. This letter contains the terms of the agreement we have reached with you to do so. A separate letter to Lori contains some additional terms of the agreement we have reached with her to resolve her clients' claims.

On April 22, 2021, Clemson will publicly announce, in coordination with you and Lori, that it will (a) continue to sponsor men's outdoor track & field; (b) conduct a gender equity review of its intercollegiate athletics program to develop and adopt a Gender Equity Plan ("the Plan"), to be completed no later than July 1, 2022, that will be designed to ensure that all aspects of Clemson's intercollegiate athletics program are in compliance with Title IX during the 2023-24 academic year and

future years, and (c) implement the Plan so all aspects of Clemson's intercollegiate athletic program comply with Title IX in the 2023-24 academic year and future years. The parties acknowledge that, separate and apart from this agreement, after reaching this agreement in principle, Clemson will be announcing at the same time that it will voluntarily continue to sponsor men's indoor track & field and cross country and expand women's sports opportunities on an equitable basis.

After the announcement referred to above is made, the men's outdoor track & field team will be provided with resources and support at a comparable level or higher (measured on a pro rata basis where appropriate) than before Clemson announced the elimination. All student-athletes currently on the men's track & field and cross country teams will continue to have their athletics scholarships honored by Clemson at the level of financial aid they are presently receiving or higher and will still have access to sports medicine, academic support, career development, nutrition, priority class registration, mental health services, and strength and conditioning facilities provided to student-athletes as long as they are at Clemson. No additional men's or women's teams will be eliminated until the Plan is finalized and the elimination would comply with Title IX.

Starting in the 2020-21 academic year, Clemson will make available on its athletic department's website an annual report of its undergraduate enrollment rates and numbers for males and females; its Title IX intercollegiate athletic participation numbers, total and by team, for males and females; and its Title IX athletic financial aid numbers for males and females.

The Plan, as adopted, will set forth terms for how Clemson's intercollegiate athletic program will comply with Title IX during the 2023-24 academic year and future years. The University will continue to monitor and manage the Plan on an on-going basis (including prior to its official adoption) to maintain and improve Clemson's Title IX compliance. The University will implement the Plan in accordance with its terms and comply with Title IX during the 2023-24 academic year and future years, while retaining discretion to adjust the details or terms of the Plan as future circumstances may dictate. The University will retain discretion as to how to achieve gender equity and Title IX compliance, and discretion in the sports programs it sponsors, as long as it develops and implements the Plan, subject to the preceding sentence.

The Plan will be made available on Clemson's athletic department's website no later than July 1, 2022. Status reports on implementation of the Plan will be made publicly available on Clemson's athletic department's website no later than August 31, 2023; August 31, 2024; and August 31, 2025.


Your clients will have all rights afforded to them by law, should the University violate this agreement, including the right to seek specific performance, and will

have the same right to recover costs and attorneys' fees they would have under Title IX.

In order to avoid the expense of litigation, and while denying potential liability, the university agrees to pay \$235,083.00 to Bailey & Glasser. Such payment shall be sent to Bailey & Glasser, LLP, within thirty (30) days of the date of this agreement, barring any unforeseen circumstances outside the control of the University and pursuant to necessary approvals. Clemson is presently pursuing these necessary approvals in good faith. This payment may come from a third party source not using public funds, and Bailey & Glasser agrees to accept such third party payment in lieu of payment from the University.

In consideration for the above, if the necessary approvals are obtained and this agreement takes effect, your clients will execute a release of claims in the format enclosed. Please indicate below that your clients have authorized consent to these terms.

Sincerely,



W. C. Hood, Jr.
General Counsel

Agreed: _____



by Arthur H. Bryant on behalf of
individual male student-athletes at Clemson University.

RELEASE LANGUAGE:

Release of Claims by Student-Athletes:

In consideration of the promises contained in the letter agreement dated April 22, 2021, I hereby fully and finally covenant, on behalf of myself, my heirs, my assigns, and my future estates, not to sue and to release and forever discharge Clemson University ("the University"), a public institution of higher education; its affiliated entities; the State of South Carolina; and their agents, employees, trustees and directors, in their official and individual capacities, from all Title IX claims, demands, damages, costs, losses, expenses, and actions based on the university's discontinuation of my varsity intercollegiate athletics team(s) announced on November 5, 2020, or Clemson's compliance with Title IX's participation requirements up to the date I signed this release.

This release shall not prevent any action based on a breach of the terms of the letter agreement.

Signature: _____

Name: _____

Date: April 22, 2021