



GEORGIA STATE UNIVERSITY
Department of Athletics

September 15, 2020

Shawn Elliott
Head Coach
Football
Georgia State University

Re: Georgia State University Head Coach Agreement by and among the Board of Regents of the University System of Georgia by and on behalf of Georgia State University (the "University"), the Georgia State University Athletic Association, Inc. (the "Athletic Association"), and Shawn Elliott (the "Head Coach"), effective December 8, 2016, as first amended July 1, 2020 (collectively, the "Agreement").

Dear Shawn:

This Second Amendment is made and entered into this 15th day of September, 2020 ("Second Amendment Effective Date") and reflects those items agreed upon in recent discussions amongst the parties. Pursuant to Paragraph 30 of the above-mentioned Agreement, the parties hereto agree to amend the Agreement as follows:

1. Section 2.1 ("Term") of the Agreement shall be revised to extend the Term of the Agreement for an additional three (3) Contract Years, thereby ending the Term on January 31, 2025.

2. Section 3.1 ("Salary") of the Agreement shall be deleted in its entirety and be replaced by the following:

3.1 Salary Effective the later of (a) September 15, 2020, or (b) such date upon which the Board of Regents of the University System of Georgia approves the base salary amounts set forth herein (hereinafter the "Annual Base Salary Effective Date"), Head Coach's annual base salary rate shall be \$700,000.00, prorated for any partial years during the Term. Additionally, after July 1, 2021, Head Coach shall also receive all future across-the-board salary increases for State of Georgia employees as authorized by the State of Georgia, the Board of Regents of the University System of Georgia, and/or the University, as applicable. Head Coach's annual salary shall be payable in equal installments at the end of each regular University pay period.

a. Extension Signing Bonus. Head Coach shall receive a one-time Extension Signing Bonus equivalent to (a) the base salary amount for the period of time from July 1, 2020 to the Annual Base Salary Effective Date (calculated on an annual base salary rate of \$700,000.00) and (b) any bonuses earned by Head Coach for the period July 1, 2020 to the Annual Base Salary Effective Date (that have not been previously paid to Head Coach), payable within thirty (30) days of the Annual Base Salary Effective Date, in recognition of Head Coach's execution of this Second Amendment.

3. Section 3.2 (“Relocation Expense Reimbursement”) of the Agreement shall be deleted in its entirety and be replaced by the following:

3.2 Relocation Expense Reimbursement [Intentionally Deleted].

4. Section 3.9.a (“Conference Competition”) of the Agreement shall be amended to add the following athletic competition bonuses:

ii. \$5,000 bonus for each Conference win – commencing with the seventh victory – during the Football regular season. Such bonus shall be cumulative, less normal deductions, each Contract Year and shall not exceed \$10,000.00.

5. Section 3.9 (“Athletic Competition Bonuses”) of the Agreement shall be amended to add the following athletic competition bonuses:

d. Power Five Victories \$25,000.00 each time the Football team defeats a “Power Five”(as generally defined and understood by the Conference and NCAA) opponent during the Contract Year.

e. Regular Season Victories \$25,000.00 one-time bonus if the Football team wins at least eight (8) regular season games during the respective season.

f. Coach of the Year Head Coach will be paid a one-time performance bonus in the amount of \$20,000.00 if he is named Conference Coach of the Year for Football.

6. Section 3.10.a. (“Academic Performance Bonuses - GPA”) of the Agreement shall be deleted in its entirety and replaced by the following:

a. For each applicable Fall and Spring academic semester during the Term, if the average Grade Point Average (“GPA”) of the Program’s student-athletes is higher than 2.80 and less than 2.90, Head Coach will receive a one-time bonus of \$2,500.00, less normal deductions, for each respective applicable academic semester. Such bonuses shall not exceed \$5,000.00 for any applicable academic year. If, however, for each applicable Fall and Spring academic semester during the Term, the average Grade Point Average (“GPA”) of the Program’s student-athletes is 2.90 or higher, Head Coach will receive a one-time bonus of \$5,000.00, less normal deductions, for each respective applicable academic semester. Such bonuses shall not exceed \$10,000.00 for any applicable academic year. Such academic bonuses shall not be cumulative within each applicable academic semester but Head Coach shall be entitled to earn the applicable bonus for both the Fall and Spring academic semesters.

7. Section 4 (“Staff Commitment”) of the Agreement shall be deleted in its entirety and be replaced by the following:

4. STAFF COMMITMENT

The parties agree that Head Coach will have an assistant coach salary pool of \$1,400,000.00 for ten (10) full-time assistant coaches for the 2020 football season. These assistant coaches will be employees of the University and shall be required to enter into separate employment agreements with the University. Should the University not have sufficient funds to employ the positions listed above, the Athletic Association shall fund such amounts. Head Coach, within the requirements of the laws of the State of Georgia and University policies and procedures, will have the authority to fill the full-time

assistant coaches with personnel of his choice (but shall consult with the Director of Athletics regarding such hires). University agrees to increase the assistant coach salary pool by at least \$25,000.00 at the end of each respective football season, beginning at the conclusion of the 2020 football season, and continuing each year thereafter; provided, however, all assistant coaches satisfy NCAA compliance obligations and are meeting mutually agreed upon program objectives.

8. Section 11.2 (“Termination Without Cause by University and/or the Athletic Association”) of the Agreement shall be revised to reflect the following updated scale and changes:

<u>Termination in Agreement Year</u>	<u>Amount</u>
Year One (February 1, 2020 – January 31, 2021)	\$1,500,000.00
Year Two (February 1, 2021 – January 31, 2022)	\$1,500,000.00
Year Three (February 1, 2022 – January 31, 2023)	\$1,500,000.00
Year Four (February 1, 2023 – January 31, 2024)	\$1,000,000.00
Year Five (February 1, 2024 – January 31, 2025)	\$500,000.00

The second paragraph in Section 11.2 beginning, “Commencing February 1, 2019...” and the third paragraph of Section 11.2 beginning, “For clarity purposes...” shall be deleted in their entirety and replaced with the following:

If Head Coach is terminated without Cause in either Year One (February 1, 2020 – January 31, 2021) or Year Two (February 1, 2021 – January 31, 2022), the applicable Amount referenced herein shall be paid to the Head Coach on a bi-monthly basis over the first twenty four (24) months (but may be paid over the first thirty six (36) months upon written agreement of the parties at the time of termination) following such termination without Cause. Otherwise, the amounts listed above will be paid on a bi-monthly basis over the subsequent twelve (12) months or in a lump sum as mutually agreed-upon by the Head Coach and University and/or the Athletics Association. Such amounts will be subject to appropriate federal and state tax withholdings.

9. Section 11.3 (“Termination by Head Coach”) of the Agreement shall be revised to reflect the following updated scale and changes:

<u>Termination in Agreement Year</u>	<u>Amount</u>
Year One (February 1, 2020 – January 31, 2021)	\$500,000.00
Year Two (February 1, 2021 – January 31, 2022)	\$400,000.00
Year Three (February 1, 2022 – January 31, 2023)	\$300,000.00
Year Four (February 1, 2023 – January 31, 2024)	\$200,000.00
Year Five (February 1, 2024 – January 31, 2025)	\$100,000.00

The second paragraph in Section 11.3 beginning, “Commencing February 1, 2019...” and the first sentence of the third paragraph in Section 11.3 beginning, “For clarity purposes...” shall be deleted in their entirety.


It is understood by the parties that all other terms and conditions of the original Agreement, as amended, shall remain in full force and effect.

If the terms of this Second Amendment are acceptable, please indicate your acceptance by signing this letter in the space provided below and returning the executed letter to my attention as soon as possible. You will be provided with a fully-executed copy of this letter for your records.

Go Panthers,

Charlie Cobb
Director of Athletics

AGREED TO AND ACCEPTED:

 10/20/20

Mark P. Becker Date
President, Georgia State University
Chair, Georgia State University Athletic Association, Inc.

Coach Shawn Elliott Date

 10/20/2020

Jerry Rackliffe Date
Senior Vice President for Finance & Administration
Georgia State University

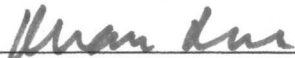
cc: Bharath Parthasarathy, Deputy General Counsel

AGREED TO AND ACCEPTED:

Mark P. Becker Date
President, Georgia State University
Chair, Georgia State University Athletic Association, Inc.


Coach Shawn Elliott Date
9/25/20

Jerry Rackliffe Date
Senior Vice President for Finance & Administration
Georgia State University


Charlie Cobb Date
9/22/20
Director of Athletics
Georgia State University

cc: Bharath Parthasarathy, Deputy General Counsel