

**ILLINOIS STATE UNIVERSITY**  
**EMPLOYMENT CONTRACT**

\* \* \* \* \*

*Kyle Brennan*  
as  
**Director, Intercollegiate Athletics**

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This Employment Contract ("Contract") serves to memorialize the terms and conditions of employment between the Board of Trustees of Illinois State University ("University") and Kyle Brennan. Subject to the terms and conditions contained herein, the University hereby employs Kyle Brennan ("BRENNAN") as Director of Intercollegiate Athletics.

1. Term of Employment

This Employment Contract commences on January 15, 2021 and terminates on June 30, 2024 (the "term"), subject to, and conditioned upon, annual appropriations from the Illinois legislature. To extend or renew the Term of this Agreement, both Parties must sign a written agreement to do so. BRENNAN agrees that oral agreements to renew or extend this Agreement are invalid and non-binding. This Agreement in no way grants BRENNAN a claim to tenure in employment, nor shall BRENNAN's service pursuant to this Contract count in any way toward tenure at the University.

2. Compliance

BRENNAN shall comply with all laws, statutes, regulations, rulings, rules or enactments, and University policies and practices that are applicable to the services described in this Contract. BRENNAN shall comply with, and this Contract shall be subject to any and all laws, rules, rulings, regulations and enactments governing the University including, without limitation, those of the NCAA, the Missouri Valley Conference and any Athletic Conference to which the University may belong, or any other governing body having oversight of the athletic programs of the University or as required by law, governing association rules or University rules, as reasonably determined by the University.

BRENNAN will undertake his best efforts, through education and monitoring, to ensure that all staff, student-athletes and other persons (paid or unpaid) affiliated with the University's Intercollegiate Athletic programs comply with those constitutions, bylaws, laws, policies, rules, regulations and/or enforcement structures. BRENNAN may be held accountable for violations that he knew about or should have known about by any of his coaches, staff members, student-athletes or other persons under his supervision or control, and will affirmatively monitor all athletic programs for NCAA compliance matters and will immediately inform the Compliance Officer of any suspected or committed violations. BRENNAN will fully cooperate with any investigation into such violations, should any occur. Failure to comply may result in disciplinary action up to and including termination of employment with the University. The University

represents that it employs a full time Compliance Officer to assist with NCAA and Conference compliance matters.

3. Duties and Responsibilities

BRENNAN is hereby employed by the University and is appointed to the position of Director of Intercollegiate Athletics by the President of the University. BRENNAN will serve in this position at the discretion of the President, subject to the terms and conditions contained herein.

- 3.1 BRENNAN shall diligently perform, on a full-time basis, any and all duties necessary or incidental to the position of Director of Intercollegiate Athletics for the purpose of sustaining successful collegiate athletic programs at Illinois State University during the term of this contract. BRENNAN will ensure that any outside activities in which he participates do not interfere with his full-time commitment to Illinois State University.
- 3.2 BRENNAN will perform all administrative, public relations, recruiting and other duties (collectively, "Duties") normally attributed to the position of Director of Intercollegiate Athletics as further specified by the President of Illinois State University and as defined in the job description for the Director of Intercollegiate Athletics at Illinois State University, which is incorporated by reference in this contract. The President may, from time to time, in consultation with BRENNAN, modify that job description, in accordance with the customs and standards normally provided for Intercollegiate Athletic Directors. BRENNAN shall have discretion to determine what actions are most beneficial to the athletic programs in the event that BRENNAN's responsibilities require the simultaneous performance of two or more activities. During the term of this Contract, those duties, at a minimum, shall include:
  - 3.2.1 Maintaining motivated and successful Athletic Programs at the University;
  - 3.2.2 Upgrading and maintaining visible and successful athletic marketing, public relations, and fundraising programs;
  - 3.2.3 Maintaining involvement with the community at large and alumni as necessary to sustain the goodwill and positive public relations with the community at large, alumni, and athletic patrons of the University;
  - 3.2.4 Supporting the ongoing existence of academic enhancement programs designed to ensure increased graduation and retention rates;
  - 3.2.5 Maintaining sound practices associated with the management of the Department of Intercollegiate Athletics budget, and the guidelines associated with athletic eligibility;
  - 3.2.6 Supervising and managing the staff of the Athletics Department, including ensuring compliance of the staff with all applicable rules, regulations, policies and procedures of the University and the NCAA; and
  - 3.2.7 Maintaining all duties normally associated with Intercollegiate Athletic Directors, including directives established by the President or his designee.

- 3.3 BRENNAN agrees that all duties and services performed for the University shall comply with Section 2 of this Contract.
- 3.4 BRENNAN recognizes that the Director of Intercollegiate Athletics is a highly visible representative of Illinois State University and that his actions and conduct reflect upon the reputation, integrity and credibility of the institution. Therefore, BRENNAN understands that he must conduct himself in a manner that will advance and not detract from the integrity, credibility or reputation of the University.
- 3.5 BRENNAN shall report to the President or a designee of the President during the term of this Contract to advise and inform the President of the duties and services described herein, as necessary or appropriate and when otherwise requested to do so.

4. Compensation

As compensation for his duties and services, BRENNAN will receive the following:

- 4.1 Salary. The University shall pay BRENNAN a salary of Two Hundred Twenty Thousand Dollars (\$220,000.00) per annum, payable in equal monthly installments of Eighteen Thousand Three Hundred Thirty-Three Dollars (\$18,333)
- 4.2 Fringe Benefits. Through the Illinois State University Foundation ("Foundation"), BRENNAN will be provided with the following fringe benefits so long as he is Director of Intercollegiate Athletics:
- 4.2.1 BRENNAN will be provided a relocation allowance of Twelve Thousand Six Hundred Dollars (\$12,600.00).
- 4.2.2 BRENNAN will be provided with an automobile monthly stipend of Six Hundred Dollars (\$600.00) in addition to his salary.
- 4.2.3. BRENNAN will be provided with a family golf membership at the Bloomington Country Club, including initiation fee and monthly fee;
- 4.2.4. Illinois State University acquiesces in the acceptance by BRENNAN of such automobile and country club membership. The President will have final oversight and approval of all expenditures from any accounts associated with BRENNAN's fringe benefits.
- 4.3 Benefit Plan. BRENNAN shall be entitled to participate in all University employee benefit plans, which may be changed from time to time at the discretion of the University, on the same basis as other University administrative/professional staff employees. The benefits include, but are not limited to the major medical expenses benefit plan, group life insurance, retirement benefits (when qualified), and tuition waiver for eligible family members.

4.4 Reimbursement. The University shall reimburse BRENNAN for all business travel and out-of-pocket business expenses reasonably incurred by him for the purpose of and in connection with the performance of his duties under this Contract, including business expenses incurred while fundraising. The University shall make such reimbursements in accordance with its standard policy and procedures for business expense reimbursements.

4.5 Outside Activities and Income

4.5.1 BRENNAN will not personally or through any agency, actively seek, negotiate for or accept other full-time or part-time commitment(s), whether in the form of an employment contract, sponsorship, business involvement of any nature, endorsements, or charity work during the term of the Contract without first having obtained written permission from the President or his designee. The President or his designee may place such terms and conditions upon his approval as he deems in the best interests of the University. The President will not unreasonably withhold permission for BRENNAN to engage in other activities which do not interfere with BRENNAN's obligations and responsibilities under this Contract.

4.5.2 BRENNAN shall annually report, to the President of the University, all income and benefits in any way related to athletics, or which arise out of his status as Director of Intercollegiate Athletics, received from sources other than the University, including, without limitation, income from annuities, sports camps, housing benefits, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers.

5.0 Termination of Contract

5.1 Expiration of Term. This Contract expires at the end of its term, as set forth in **Section 1, except if terminated pursuant to Subsections 5.2, 5.3, or 5.4 herein.**

5.2 Termination by BRENNAN.

Nothing contained in this paragraph 5.0 or its subparagraphs prohibits BRENNAN from terminating this Contract at any time with notice to University pursuant to University policy.

5.3. Termination by University for Cause.

5.3.1. University may, for cause, terminate BRENNAN's employment at any time upon written notice to BRENNAN of the reasons for termination and with provision of an opportunity for hearing in accordance with due process protections of Illinois law.

5.3.2. For purposes of this agreement, "cause" shall mean:

- i. the refusal or failure of BRENNAN to perform the duties set forth in this agreement or for acts constituting the following:
  - a. discreditable conduct that is inconsistent with the professional standards expected of a Director of Intercollegiate Athletics and that is contrary to the best interests of the University;
  - b. conviction of or guilty plea or plea of no contest to a felony or crimes of moral turpitude, including but not limited to, criminal sexual misconduct, fraud, misappropriation, or embezzlement;
  - c. a major violation or repeated instances of secondary violations of any legislation, constitution bylaws, rules and regulations, or interpretations thereof of by the NCAA, the Missouri Valley Conference and any Athletic Conference to which the University may belong by BRENNAN personally, or by a person under BRENNAN's supervision where BRENNAN had knowledge of the violation and failed to intervene (or failed to have knowledge due to BRENNAN's willful blindness). In the event the University terminates this Contract pursuant to this paragraph1, it shall provide the specific "major violation or repeated instances of secondary violations by BRENNAN" (the "Violations") in writing to BRENNAN in the notice of termination; or
  - d. conduct seriously adverse to the interests of Illinois State University and its athletic programs; or conduct that violates the Department of Intercollegiate Athletics' Code of Conduct and Responsibility as delineated, and as may be amended, in the Department of Intercollegiate Athletics' Policies and Procedures.
  - e. BRENNAN's instruction to any coach, student or other person to respond inaccurately or incompletely to any request or inquiry, including any instruction to destroy or conceal any evidence or information, concerning a matter relevant to the University's students or athletic programs or other institution of higher learning, propounded by the University, the NCAA, the Missouri Valley Conference and any Athletic Conference to which the University may belong, or any other governing body having oversight of

the athletic programs of the University or such other institution of higher learning, or required by law, governing association rules or University rules, as reasonably determined by the University.

- 5.3.3 Nothing in this Section 5.3 shall be considered to limit the right of University in its sole discretion, and consistent with NCAA rules and regulations, to exercise any disciplinary sanction short of termination for cause.

5.4 Termination by the University Without Cause

- 5.4.1 This Contract may be terminated by the University at any time without cause. In such event, the parties agree that, in lieu of any and all other legal remedies or relief, the University shall pay BRENNAN an amount equal to the salary or appropriate portion of salary in Section 4.1 above for the remainder of the term of this Contract, including any extensions, but not including any fringe benefits, as liquidated damages. The University shall not be liable to BRENNAN for any collateral business opportunities or other benefit or any activities that may be related to his position as Director of Intercollegiate Athletics. The parties agree that such liquidated damages are in lieu of all other compensation and benefits owed to BRENNAN under this contract; and further constitute reasonable compensation for losses which the BRENNAN will incur and are not a penalty, and should be due and payable within sixty (60) days following BRENNAN's termination.

- 5.4.2 Death or Disability. If BRENNAN is unable to perform the essential functions of this position due to disability without a reasonable accommodation, University may terminate this Contract, subject to applicable law and University policies and procedures. In addition, this Contract shall terminate immediately upon BRENNAN's death, subject to payment of any amounts accrued and reimbursements due and owing to BRENNAN prior to BRENNAN's death.

6. Assignment

BRENNAN acknowledges that the services to be rendered by him hereunder are unique and personal. Accordingly, neither this Contract nor any right, duty, interest or claim herein shall be assigned or transferred by BRENNAN, except as expressly authorized in writing by the University. University retains the right to reassign BRENNAN to different position at the University if the President determines that appropriate or necessary. Such reassignment will not be considered termination under Section 5.

7. Governing Law and Immunities

7.1 All questions concerning the construction, validity and interpretation of this Contract will be governed by the laws of Illinois.

7.2 It is expressly agreed and understood between the parties that the University is an instrumentality of the State of Illinois and that nothing contained herein shall be construed to constitute a waiver or relinquishment by the University of any right to claim such exemptions, privileges and immunities as may be provided by law. However, the University will in no way use such exemptions, privileges and immunities to negate any obligation assumed in this Contract.

7.3 The parties understand and agree that this agreement, and any subsequent agreements arising from this Contract, are subject to disclosure pursuant to a proper request under the Illinois Freedom of Information Act, (5 ILCS 140 et seq.)

7.4 BRENNAN certifies that he is not in default of any educational loan as defined in the Illinois Educational Loan Default Act (5 ILCS 385.0.01, et seq.).

8. Policies, Terms and Conditions of Employment of Illinois State University

This Contract is subject to the policies, terms and conditions of employment of Academic Professionals of the University, including the governing documents of The Board of Trustees of Illinois State University and the University's policies and procedures, and applicable terms and conditions of the State Universities Retirement System, as they may be modified from time to time by the University or the Retirement System.

By signing this Contract of Employment, BRENNAN certifies that any and all materials required to be provided to University pursuant to this agreement (including but not limited to official transcripts, work authorization papers, and curriculum vitae) are true and authentic documents.

9. Severability

Whenever possible, each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule, such invalidity, illegality or enforceability will not affect any other provision hereof, but this Contract will be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

10. Liability for Payment

The University assumes no liability for payment beyond the availability of its annual appropriation, but when its annual appropriations are deficient for purposes of the University's financial obligations to BRENNAN in this Contract, the University agrees to give BRENNAN notice of said fact, and agrees that BRENNAN has the right to terminate this Contract immediately in the event of such an occurrence.

11. Liability for the Payment of Taxes

The University will withhold from BRENNAN 's income such amounts as are required by law and with such exemptions as are reflected on BRENNAN 's federal income tax W-2 form. The responsibility for reporting any and all income and other taxable benefits derived under this Contract or otherwise from BRENNAN's position as Director of Intercollegiate Athletics, however, shall be the sole responsibility of BRENNAN .

12. Non-Discrimination

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation act, the University does not unlawfully discriminate in employment, contracts, or any other activity.

13. Waiver

No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Contract shall be deemed to be a waiver of any other default or breach of this same or any other covenant, term or condition contained herein.

14. Contract Supersedes

Except as otherwise provided herein, this Contract shall not be amended except by a written instrument duly executed by each of the parties hereto. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Contract.

*IN WITNESS WHEREOF, the parties have executed this Contract as of the date written below.*

**THE BOARD OF TRUSTEES OF  
ILLINOIS STATE UNIVERSITY**

By: \_\_\_\_\_

President

Date

By: \_\_\_\_\_

Kyle Brennan

Date

Approved as to legal form:

By: \_\_\_\_\_

General Counsel



**FIRST AMENDMENT TO ILLINOIS STATE UNIVERSITY  
KYLE BRENNAN  
DIRECTOR, INTERCOLLEGIATE ATHLETICS**

THIS FIRST AMENDMENT made this \_\_19th\_\_ day of January, 2021, to the Employment Contract by and between the Board of Trustees of Illinois State University (hereinafter referred to as the "**University**"), and Kyle Brennan (hereinafter referred to as "**AD**"), witnesseth:

WHEREAS, the University and AD previously entered into an Employment Contract effective January 15, 2021 (the "**Contract**"), and,

WHEREAS, the parties hereto wish to revise the Employment Contract as outlined below; and,

NOW THEREFORE, for and in consideration of the recitals set forth above and the covenants of the parties as set forth in the Agreement and herein, the parties hereto agree as follows:

1. Paragraph 4.2.2 of the original Employment Contract is hereby deleted in its entirety and replaced with the following: BRENNAN will be provided with a loaner program car of the University's choosing, or if no such automobile is available, BRENNAN will be provided a monthly automobile stipend of Six Hundred Dollars (\$600.00), in addition to his salary.
2. All other terms and conditions of the original Employment Contract not inconsistent with those enumerated above remain in full force and effect.

IN WITNESS WHEREOF, the respective parties hereto have caused this Addendum to be executed on the day and year written above.

Accepted and approved by the Board  
of Trustees of Illinois State University



\_\_\_\_\_  
President

Accepted and approved by  
Kyle Brennan



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Approved as to legal form:

By: \_\_\_\_\_

\_\_\_\_\_  
General Counsel