

**SECOND AMENDMENT TO ILLINOIS STATE UNIVERSITY
EMPLOYMENT CONTRACT FOR
KYLE BRENNAN DIRECTOR, INTERCOLLEGIATE ATHLETICS**

THIS SECOND AMENDMENT made this 11 day of July 2022, to the Employment Contract by and between the Board of Trustees of Illinois State University (hereinafter the “**University**”), and Kyle Brennan (hereinafter “**Brennan**”), collectively the “**Parties**.”

WITNESSETH:

WHEREAS, the University and Brennan previously entered into an Employment Contract effective January 15, 2021 (the “**Contract**”), and,

WHEREAS the Parties amended the Contract on January 19, 2021; and,

WHEREAS the Parties hereto wish to further revise the Contract as outlined below.

NOW THEREFORE, for and in consideration of the recitals set forth above and the covenants of the Parties as set forth in the original Employment Contract as amended and herein, the Parties hereto agree as follows:

1. The termination date in Paragraph 1 Term of Employment is hereby revised from June 30, 2024, to June 30, 2027.
2. Effective July 1, 2022, the salary amount in Paragraph 4.1 will be Two Hundred Forty-Two Thousand Eight Hundred Ninety-Two Dollars (\$242,892), payable in equal monthly installments of Twenty Thousand Two Hundred Forty-One Dollars (\$20,241).
3. Paragraph 4.1.1 is hereby added to the Contract as follows: Brennan is eligible to be considered for salary increases consistent with the terms of any campus-wide wage program.
4. Paragraph 4.1.2 is hereby added as follows:

In any year of this Contract beginning with the July 1, 2022, contract year, Brennan may earn the following bonuses, not to exceed a total of Twenty Thousand Dollars (\$20,000) in any contract year, for any of the accomplishments listed below. Any such bonuses shall be payable within sixty (60) days of being earned.

- (i) For each time the Department of Intercollegiate Athletics earns an Academic Progress Rate (APR) score of 985 or above from the NCAA, the University will pay Brennan a sum equal to Four Thousand Five Hundred Dollars (\$4,500).
- (ii) For each time the University earns the MVC All Sports Trophy, the University will pay Brennan a sum equal to Four Thousand Five Hundred Dollars (\$4,500).
- (iii) For each time any Department of Intercollegiate Athletics Team (hereafter Team) is named a regular season conference champion or co-champion, the University will pay Brennan a sum equal to Three Thousand Dollars (\$3,000).
- (iv) For each time any Team wins the conference tournament, thereby earning an automatic NCAA tournament bid, the University will pay Brennan a sum equal to Three Thousand Dollars (\$3,000) unless item 4 iii was awarded.
- (v) For each time any Team receives an at-large NCAA tournament bid (but has NOT been named regular season conference champion or co-champion or conference tournament winner), the University will pay Brennan a sum equal to Three Thousand Dollars (\$3,000).
- (vi) For each time any Team wins an NCAA tournament, the University will pay Brennan a sum equal to Three Thousand Dollars (\$3,000).

5. Paragraph 5.2 is hereby revised as follows: 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. However, should Brennan resign from the University prior to the end of the Contract term outlined in Paragraph 1 of this Second Amendment, Brennan shall pay to the University an amount equal to twenty-five percent (25%) of his annual salary at the time of resignation. Such payment shall be made within thirty (30) days of his last day on University payroll.
6. Paragraph 5.4.1 is hereby revised as follows: 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, including any increases provided under Section 4.1.1 above, for the remainder of the term of this Contract, including any extensions, but not including any fringe benefits, as liquidated damages. The University will pay the liquidated damages in equal monthly installments through the remainder of the Term, subject to the Offset reductions described herein. 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.
7. Paragraph 5.4.2 is hereby revised as follows: The liquidated damages monthly payments shall be reduced ("Offset"), and potentially completely eliminated by the gross amount of earnings and other payments Brennan may subsequently receive, or earn and defer receipt of, from any employment Brennan obtains within the sports and/or athletics industry ("Offset Position"), after termination from the University, including but not limited to any athletic director or assistant athletic director position with any college, university, professional or semi-professional athletic team Brennan shall not structure the timing of income in order to avoid their obligations or the reduction of liquidated damages owed by the University under this paragraph 5.4.2.
8. Paragraph 5.4.3 is hereby added as follows: In the event of a termination without cause, Brennan has a duty to mitigate the University's obligation to pay liquidated damages by seeking and obtaining an Offset Position commensurate with their experience. Brennan agrees to make reasonable ongoing efforts to secure said Offset Positions as soon as possible after termination. Brennan agrees to return to the University any payments already made that would be subject to this reduction. While the University's obligation to pay liquidated damages remains in effect: (A) within (30) days after accepting any employment in an Offset Position, Brennan shall provide the University with a copy of an employment agreement, term sheet, memorandum of understanding, or other contract for employment between Brennan and such subsequent employer, and (B) within fourteen (14) days upon request made by University so long as the University's obligation to pay liquidated damages continues, Brennan shall furnish to the University an accounting or report of gross compensation received by Brennan during the preceding period from the Offset Position. If Brennan fails or refuses either to notify the University of Brennan's employment in an Offset Position or to furnish the gross compensation reports after receiving a formal written request to do so from the University, then, after giving Brennan ten (10) days' written notice, the University's obligation to continue paying liquidated damages to Brennan shall cease.

The liquidated damages payments are subject to applicable deductions and withholdings, for state, local and federal taxes. 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 Brennan may incur and are not a penalty.

9. Paragraph 5.4.4 is hereby added as follows: 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.
10. All other terms and conditions of the amended 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

Accepted and approved by
Kyle Brennan



President



Signature

Approved as to legal form:

By: 
General Counsel