

**California State University  
MPP Athletics Definite Term Appointment Letter**

I am pleased to offer Brent Brennan a reappointment to the position of Head Football Coach at San Jose State University, a position within the California State University Management Personnel Plan (§ 42720 et seq. of Title 5 of the California Code of Regulations), a copy of which is attached. This appointment is subject to the provisions of the Management Personnel Plan (MPP), as well as applicable state and federal law and the rules, regulations, policies and procedures of the California State University (CSU) system and San Jose State University. This appointment letter supersedes any prior appointment letter to Brent Brennan as Head Football Coach at San Jose State University. This appointment includes the following provisions:

**ARTICLE I – NATURE OF APPOINTMENT**

- 1.01** In accordance with Article 2.2 § 42723 of Title 5, no tenure or permanent status is granted with this appointment and no tenure or permanent status can be achieved within the MPP. Further, in accordance with Article 2.2 § 42725 of Title 5, the University may assign or reassign Employee to different duties in the same position or other positions with different duties during the term of this Appointment Letter.
- 1.02** This appointment does not establish consideration for subsequent employment or any further rights. Subsequent employment will occur only if a new written appointment offer is made by San Jose State University and a new written Appointment Letter is signed by Employee and San Jose State University and, if required, the Tower Foundation.
- 1.03** Although this Appointment Letter is sports-related, the primary purpose of the University and, accordingly, all of its arrangements with its coaches, including this Appointment Letter, is educational. Thus, the educational purposes of the University shall at all times have priority in the various provisions of this Appointment Letter

**ARTICLE II – PUBLIC DOCUMENT**

- 2.01** This Appointment Letter is a public document and the University may release copies of the Appointment Letter to persons requesting the same.

**ARTICLE III – TERM OF EMPLOYMENT**

- 3.01** **Term of Appointment.** The term of this appointment commences on December 12, 2019, and ends on December 31, 2025, unless sooner terminated in accordance with Article 6 below.
- 3.02** **Non-Retention.** The MPP defined in Article 2.2 of Title 5 is an integrated personnel system addressing employment rights, benefits and conditions for employees designated as “management” or “supervisory” under HEERA (Higher Education Employer-Employee Relations Act). Under the MPP, San Jose State University reserves the right to non-retain Employee from employment at any time without cause prior to the completion of the term of appointment. If Employee is non-retained under this paragraph, Employee will be paid in the form of monthly installments of 100 percent of the total base salary and supplemental compensation remaining due to Employee through year three of this appointment (December 31, 2023), and thereafter from January 1, 2024 to December 31, 2024 (year four of the appointment), Employee will be paid 75 percent of the total base salary and supplemental compensation remaining due to Employee, and from January 1, 2025 to December 31, 2025 (year five of the appointment), Employee will be paid 50 percent of the total base salary and supplemental compensation remaining due to Employee, excluding the vehicle allowance, minus appropriate tax deductions, for the remainder of the term described in Article 3.01; provided however that if and to the extent that Employee accepts comparable professional employment, any earnings from that employment during the term will be offset against and reduce the monies owed under this Article. If Employee remains the Head Football Coach through the final game of 2023 football season including bowl game (if applicable), Employee will earn retention bonus even if terminated without cause during or after the season.

The payment owed as a result of non-retention will be paid by the Tower Foundation. Apart from the payment described in this paragraph that is owed as a result of non-retention, this appointment and all obligations of San Jose State University and the Tower Foundation shall terminate upon non-retention.

For purposes of this Article 3.02, "comparable professional employment" shall mean employment as head or assistant football coach at either the high school, collegiate or professional level, employment or consulting in the sports broadcasting industry, or consulting with any collegiate or professional football team or organization.

#### **ARTICLE IV – POSITION**

**4.01 Description of Employee's Responsibilities.** Employee will abide by and comply with the constitution, bylaws, rules, and interpretations of the NCAA (NCAA Legislation), of the athletic conference of which the Football Program is a member (Conference Legislation), and all University rules and regulations relating to the conduct and administration of the Football Program (University Legislation), as now constituted or as they may be amended during the term of this appointment. The applicable NCAA Legislation, Conference Legislation, and University Legislation is incorporated by reference to this appointment, and will prevail over any inconsistent terms of this appointment. Modifications, changes, additions or deletions to NCAA Legislation, Conference Legislation, or University Legislation will automatically apply to this appointment without the necessity of a written modification. In the event Employee becomes aware, or has reasonable cause to believe, that violations of NCAA Legislation, Conference Legislation, or University Legislation may have taken place, Employee must report these promptly to the Athletic Department's Director of Compliance as well as Employee's immediate supervisor. Employee has an affirmative obligation to cooperate fully in any NCAA infractions process, including the investigation and adjudication of any case (see NCAA Bylaw 19.2.3).

Employee will adhere to, respect, and follow the academic standards and requirements of the University with regard to the recruiting and eligibility of prospective and current student-athletes. All academic standards, requirements, and policies of the University must be observed by Employee and members of Employee's staff, including assistant coaches, at all times and must not be compromised or violated. It is the goal and desire of both the University and Employee that student-athletes in the Football Program will achieve at the highest possible academic level, with the expectation that the team's NCAA Academic Progress Rate will meet or exceed NCAA threshold minimums and the graduation rate for these student-athletes will be at least above the graduation rate for the general undergraduate student population at the University, or the Employee will provide a written Graduation Rate Improvement Plan to be placed in the Employee's Open Personnel File. Employee will receive evaluation in Employee's annual performance review on the academic progress of the Football Program student-athletes.

Employee is held directly accountable for these general responsibilities relating to the Football Program: overall management and administration of the Football Program, implementation of and compliance with the budget of the program, and the recruiting, training, supervision, evaluation and performance of student-athletes and coaching staff.

Employee will be involved in fundraising activities for the Athletic Department as directed by the Director of Athletics. Employee is not to solicit funds from individuals or businesses without the prior knowledge of and approval of the Director of Athletics.

Employee is responsible for complying with the following:

- 1) Make every effort, working in cooperation with and support of athletics department's administrative and support officials to ensure that all student-athletes' academic and general welfare issues are addressed.
- 2) Have complete knowledge of the NCAA and conference rules and regulations and maintain strict compliance as well as attend all department rules education meetings unless the Director of Athletics

or his/her designee gives prior approval for Employee's absence from such meetings.

- 3) Maintain reasonable discipline and be fair, empathetic and develop a positive relationship with the student-athletes, while motivating them to excellence in all aspects of life, including athletic and non-athletic endeavors.
- 4) Recruit exceptional prospective student-athletes who have a reasonable opportunity to gain a degree from San Jose State University and manage the team's roster in a manner that conforms to the department's stated policies regarding squad size, out-of-state residents and junior college and four-year institution transfers.
- 5) Be reasonably available to and cooperate with the media and appear before faculty, administrators, students, alumni, benefactors and civic groups as requested or assigned by the sport supervisor, Director of Athletics or his/her designee.
- 6) Work to integrate intercollegiate athletics into the whole spectrum of academic life to complement the University and its mission in the community.
- 7) Work within the confines of all rules, regulations, guidelines, policies and procedures of the athletics department, San Jose State University and the California State University and to ensure that those staff members within his charge do so as well.
- 8) Ensure that public statements remain complimentary regarding the athletics program and the University.
- 9) Maintain a professional, collegial, mature and rational demeanor and attitude at all time.
- 10) Advance the efforts of the Department of Athletics and the University toward diversity and gender equity. Fully support and abide by the CSU and San Jose State University commitment to gender equity in education, including athletics, and its full compliance with Title IX of the Education Amendments to the Civil Rights Act of 1964. Employee will fully support and abide by CSU and San Jose State University commitment to maintain a working and learning environment where every student, employee and community member is treated with dignity and respect. Employee will support and comply with San Jose State University commitment to maintain a safe and healthy living and learning environment for everyone.
- 11) All full-time coaches must have their own university email, voice mail addresses and cell phone numbers at which they can be contacted directly or be available to directly receive electronic and voice messages.
- 12) Accurately report all vacation and sick leave time and ensure that those in his charge do the same.
- 13) Attend all Head Coaches' meetings scheduled by the Director of Athletics.
- 14) Attend the annual Athletic Department Endowment Luncheon.
- 15) Attend other University or Athletic Department functions specified by the Director of Athletics.

#### 4.02 Reporting Relationship and Annual Evaluations.

- a. **Reporting Relationship.** Employee shall report to the Director of Athletics. Employee's job duties and responsibilities shall be reviewed, revised and assigned from time to time by Employee's reporting superior, whether it is the Director of Athletics or his/her designee. Employee is expected to work closely with a variety of Athletics Department and University staff on all matters affecting the University's athletics program or otherwise connected with the discharge of his duties as an employee of the University. Employee is expected to discuss or forward any employment or workplace issues with the Director of Athletics.
- b. **Annual Performance Evaluations.** Employee's performance of his job duties and responsibilities as described in this Appointment Letter and the Head Football Coach position description, which is attached, will be initially evaluated after six months of service and thereafter annually.

These evaluations will take into account prior evaluations and the expectations and goals set for Employee in such prior evaluations, as well as the following:

- 1) Annual NCAA Academic Progress Rate (APR);
- 2) Annual team grade point average (team GPA);
- 3) Annual NCAA academic progress multi-year rate;
- 4) Federal Graduation Rate (trending);
- 5) NCAA Graduation Success Rate;
- 6) Quantity and nature of Student-Athlete Code of Conduct violations;
- 7) Quantity and nature of NCAA compliance violations;
- 8) Quantity and nature of Student-Athlete Drug/Alcohol violations;
- 9) Compliance with roster management, as assigned;
- 10) Fiscal management efficiency and integrity;
- 11) Team Win/Loss percentage;
- 12) Regular season conference finish;
- 13) Conference Tournament finish/NCAA Championship qualification;
- 14) Computed national ranking (RPI, Sagarin, etc.);
- 15) Computed strength of schedule (RPI, Sagarin, etc.);
- 16) Subjective national rankings and polls;
- 17) Quantity and nature of reprimands regarding sportsmanship;
- 18) Quantity and nature of ICA letters of admonishment and reprimand regarding operations;
- 19) Student-Athlete evaluation ratings and comments; and
- 20) Attendance of mandatory staff meetings (both excused and unexcused).

#### ARTICLE V – COMPENSATION

##### 5.01 Compensation.

- a. **Base Salary.** The base salary paid by the University to Employee for his services and the satisfactory performance of the terms and conditions of this Appointment Letter in the position of Head Football Coach shall be at the rate of \$27,500 per month or \$330,000 on an annual basis, payable in equal monthly warrants by the University to Employee on or about the last day of each consecutive calendar month during the term of this appointment.
- b. **Supplemental Compensation.** The Tower Foundation shall pay to the Employee supplemental compensation based upon the criteria set forth below so long as Employee is employed by San Jose State University in the position of Head Football Coach. All incentive compensation will be paid out from Tower Fund # 034-6200-1082 no later than 60 days after that incentive is earned.

Supplemental Compensation:

- a) Employee will receive the following supplemental compensation:

\$43,333.34 per month or \$520,000 on an annual basis to be adjusted each July 1 during the term of this appointment as necessary so that total compensation (base plus supplemental) shall equal but not exceed the following:

Year One (December 12, 2019, to December 11, 2020): \$ 850,000  
Year Two (December 12, 2020, to December 31, 2021): \$1,500,000  
Year Three (January 1, 2022, to December 31, 2022): \$1,600,000  
Year Four (January 1, 2023, to December 31, 2023): \$1,700,000  
Year Five (January 1, 2024, to December 31, 2024): \$1,800,000  
Year Six (January 1, 2025, to December 31, 2025): \$1,900,000

Employee will be paid the above supplemental compensation for the following:

- University and athletic functions upon request of the Director of Athletics
  - Personal speaking engagements
  - Public relations appearances
  - Participation in "Coach's Shows" involving radio, television, webcasts and other forms of media
  - Participation in press conferences
  - Other duties assigned by the Director of Athletics
- b) Employee will receive \$500 per month as a vehicle allowance.
- c) Incentive Compensation. The Tower Foundation shall pay to the Employee incentive compensation as indicated below if the criteria is met.

Incentive compensation criteria:

- a) Retention bonus of \$200,000 per year for three years to be placed in holding account each year (not to exceed \$600,000 to be awarded if Employee stays through the completion of the 2023 Football season.
- b) \$20,000 for 960 Academic Progress Rate (APR) or higher
- c) \$30,000 for a football team Grade Point Average (GPA) of 3.0 or higher.
- d) \$30,000 for 70% football team Graduation Success Rate (GSR) or higher, as determined in May of each calendar year with data based on a six-year cohort.
- e) \$25,000 if the football team wins the West Division of the Mountain West Conference.
- f) \$50,000 if the football team wins the Mountain West Conference Championship Game.
- g) \$50,000 if Employee is named Conference Coach of the Year; to be increased by \$25,000 each year if won in consecutive years.
- h) \$25,000 if Employee is named National Coach of the Year.
- i) \$25,000 for a victory over a Top 25 football team
- j) \$15,000 if the football team wins 6 games in the regular season (excluding Bowl game).
- k) \$20,000 if the football team wins 7 games in the regular season (excluding Bowl game). This supersedes incentive i., above.
- l) \$25,000 if the football team wins eight or more games in the regular season (excluding Bowl game). This supersedes incentives i. and j., above

- m) \$20,000 for winning a football bowl game
  - n) \$100,000 if football team participates in a Bowl Championship Series (BCS) bowl game.
- c. **Benefits.** Employee shall be entitled to the standard benefits provided through employment with the University as outlined in the CSU Management Personnel Plan (MPP) Benefits Overview.

**5.02 Opportunities To Earn Outside Income.** Employee shall, at the discretion of the Director of Athletics, be permitted to engage in activities and enter into agreements with other persons for additional compensation, benefits or perquisites that relate to but are separate and independent from Employee's employment as Head Football Coach at San Jose State University subject to the following conditions.

Such agreements must be approved in writing, before being entered into, by the Director of Athletics to ensure that they do not conflict with Employee's employment obligations, violate any conflict of interest laws, rules or regulations that apply to his employment, are not prejudicial to the best interests of San Jose State University and its Athletics Department, or interfere with the performance of his duties for San Jose State University. Employee is required to comply with the conflict of interest laws that govern the CSU.

In addition to the above conditions, the following terms and conditions shall apply in each instance in which Employee seeks to make, or makes, arrangements to earn outside income as a result of his employment as Head Football Coach.

- a. **University Obligations Are Primary.** Such outside activities shall not interfere with the full and complete performance by Employee of his duties and obligations as a University employee, recognizing always that Employee's primary obligations lie with the University and its students.
- b. **Compliance With Laws, Rules and Regulations.** In no event shall Employee accept or receive, directly or indirectly, any monies, benefits, services or other gratuity whatsoever from any person, business entity, University booster club, alumni association or other benefactor, if such action would violate: (A) any applicable law, statute or regulation; (B) applicable policies, rules or regulations of the University; or (C) NCAA legislation or the constitution, bylaws, rules, regulations or interpretations thereof of the NCAA or the athletic conference of which the University is a member, as now or hereafter enacted. Changes to such laws, policies, rules, regulations, legislation, constitution, bylaws or interpretations thereof shall automatically apply to this Appointment Letter without the necessity of a written modification.
- c. **University Is Not Liable.** Employee's arrangement(s) for outside income and the activities hereunder are independent of Employee's University employment, and the University shall have no responsibility or liability for payment of any such income or for any claims arising there from under any circumstances whatsoever. Employee agrees to defend, indemnify and hold the University harmless with respect to claims of any type whatsoever that arise from or relate in any way to Employee's outside activities and outside income.
- d. **Commercial Endorsements.** Employee may undertake commercial endorsements of products and services subject to the following: no mention or use of San Jose State University or use of San Jose State University identifiable equipment or facilities; no use of the University's marks, slogans, logos or music. Prior to extensive discussion regarding any commercial endorsements, Employee will review the existing environment with the Director of Athletics to ensure that there are no potential conflicts with departmental or University policies or Athletics Department sponsorship agreements. All further discussions and/or negotiations with any third party regarding endorsements must include the Director of Athletics or his/her designee.
- e. **Income From Written Materials.** Employee shall be entitled to write and release books and magazines and newspaper articles or columns in connection with his position as Head Football Coach. Employee agrees to act in a professional manner and protect the best interest of the University and Department of Athletics in all such matters.

- f. **Shoe, Apparel and Equipment Contracts.** Employee may not enter into any contracts with shoe, apparel, sports-related equipment or supplies vendors, including with manufacturers, distributors or sellers or any party, who have an exclusive use agreement with San Jose State University or the Tower Foundation, or which would be in conflict with a contract, corporate sponsorship, or endorsement of the University or the Tower Foundation. Prior written approval by the Director of Athletics is required for any contracts not precluded.
- g. **Sport Camps.** Employee shall have the opportunity to conduct youth sport camps and realize the additional income. All sport camps must comply with all NCAA, University, and department policies, procedure and regulations. If the sport camps are conducted on the San Jose State University campus, Employee may utilize name, marks, slogans, music or logos of the University. If the sport camps are conducted off the San Jose State University San Jose State University, Employee is prohibited from utilizing any reference to the University including name, marks, slogans, music or logos.
- h. **Disclosure of Outside Income.** In accordance with NCAA regulations, Employee shall report annually in writing to the University's President, through the Director of Athletics, on or before May 30<sup>th</sup> of each year, all athletically related income from all sources outside the University and the University shall have reasonable access to all records of Employee necessary to verify the information contained in such report(s).

#### **ARTICLE VI –TERMINATION, SUSPENSION OR OTHER DISCIPLINE**

- 6.01 **Employee May Be Disciplined For Violations of NCAA, Conference and University Rules and Regulations.** If, after a University or NCAA investigation, Employee is found to have violated NCAA, athletic conference, or University rules or regulations either during prior employment at another NCAA member institution or while employed by the University, Employee will be subject to disciplinary or corrective action. Moreover, if Employee is found in violation of NCAA regulations, Employee will be subject to the disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (NCAA Bylaw 19), including suspension without pay or termination of employment. Employee has an affirmative obligation to cooperate fully in any University investigation; and an affirmative obligation to cooperate fully in any NCAA infractions process, including the investigation and adjudication of any such case (see NCAA Bylaw 19.2.3).
- 6.02 **Termination, Suspension or Other Discipline For Cause.** Notwithstanding any other provision of this Appointment Letter, this appointment may be terminated by San Jose State University, without further obligation of the CSU, San Jose State University or the Tower Foundation (including that which is contained in paragraphs 3.01, 3.02 and 5.01), or Employee may be suspended with or without pay for a period determined by the President or designee, if the President or designee finds that Employee has committed any of the following acts or omissions:
  - a) gross negligence;
  - b) insubordination;
  - c) willful and knowing, or reasonably should have known, violation of the rules of NCAA, or an athletic association or conference of which San Jose State University is a member, or knowing participation in any violation of such rules, or failure to report violations by San Jose State University coaches, athletes, or department staff of which Employee has knowledge;
  - d) violation of University policies;
  - e) dishonesty;
  - f) immoral conduct;
  - g) unprofessional conduct;
  - h) incompetence;
  - i) failure or refusal to perform the normal and reasonable duties of the position;
  - j) conviction of a felony or conviction of a misdemeanor involving moral turpitude;
  - k) fraud in securing this appointment;
  - l) addiction to the use of controlled substances;
  - m) drunkenness on duty;

- n) conduct which is seriously prejudicial to the best interests of San Jose State University, or its athletic program or which is a material violation of the University's mission;
- o) failure to perform or violation of any of the terms, duties or responsibilities set forth in this Appointment Letter;
- p) any cause adequate to sustain the dismissal of any other San Jose State University employee under applicable law and San Jose State University policies and procedures.

If terminated for cause pursuant to this Article 6.02, Employee shall be entitled to utilize the reconsideration procedures available under Article 2.2 - § 42728 of Title 5.

In the event this appointment is terminated for cause in accordance with the provisions of this Appointment Letter, all San Jose State University, and the Tower Foundation obligations to Employee under this appointment shall cease. In no case shall the University be liable to Employee for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, apparel or shoe contracts, consulting relationships, or from any other source whatever that may ensue as a result of the University's termination of this appointment.

### **ARTICLE VII – LIMITATION ON SEEKING OTHER EMPLOYMENT**

**7.01 Limitation.** Employee has special, exceptional and unique knowledge, skill and ability as a coach at the intercollegiate level which, in addition to the continued acquisition of coaching experience at the University, as well as the University's special need for continuity in its athletics program, renders Employee's services unique. Employee shall not seek, discuss or negotiate for employment requiring performance of duties prior to the expiration or termination of this Appointment Letter without first personally notifying the Director of Athletics.

In the event the Employee negotiates employment at another organization prior to the expiration of this appointment, Employee agrees to pay the University a buy-out settlement as follows: if Employee leaves between the time period of December 12 2020 and December 31, 2021, the Employee will pay \$2,500,000; if Employee leaves between the time period of January 1, 2022 and December 31, 2022, the Employee will pay \$2,000,000; if Employee leaves between the time period of January 1, 2023 and December 31, 2023 the Employee will pay \$1,500,000; if Employee leaves between the time period of January 1, 2024 and December 31 2024 the Employee will pay \$1,000,000; if Employee leaves between the time period of January 1, 2025 and December 31, 2025 the Employee will pay \$1,000,000. In all such circumstances, Employee shall also waive any claims for payments from the University or the Tower Foundation remaining under the terms of this appointment.

**7.02 Release From Limitations.** Employee shall be released from the restrictions of paragraph 7.01 of this Appointment Letter in the event the University exercises its right to reassign Employee from his position as Head Football Coach, as provided in paragraph 1.01 of this Appointment Letter.

**7.03 Constructive Resignation.** In the event that Employee seeks other employment in violation of paragraph 7.01, or is reassigned from the position of Head Football Coach during the term of this Appointment Letter and refuses to accept the reassignment or perform the duties to which he may be reassigned, Employee shall be deemed to have resigned his employment and, as of the date such other employment has begun or refusal has occurred, all compensation and other obligations owed by the University to Employee under this Appointment Letter shall cease. In no case shall the University be liable for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, apparel or shoe contracts, consulting relationships or from any other sources whatever that may ensue as a result of Employee's termination of this appointment. The provisions of this subsection shall be without prejudice to any rights the University may have under applicable state or federal law. In the event Employee is deemed to have resigned, Employee shall be entitled to utilize the reconsideration procedures available under Article 2.2 § 42728 of Title 5.

### **ARTICLE VIII – MISCELLANEOUS**



**8.01 Assistant Coaches.** Subject to such limitations as may be imposed from time to time by the NCAA or the athletic conference of which the University is a member, the Director of Athletics in his/her discretion may provide the Football Program with assistant coaches. Employee shall have the authority to recommend the hiring and termination of assistant coaches for the Football Program subject to the approval of the Director of Athletics, as the University's appointing authority, or the University President's designee. It is understood that assistant coaches are immediately responsible to Employee, who will assign the duties of each of the assistant coaches, and that Employee is responsible for the activities of assistant coaches as those activities relate to the educational purposes and the athletic interests of the University. It is further understood, that assistant coaches are responsible for compliance with the policies of the University, including the Athletics Department, with applicable collective bargaining agreements, and with the rules and regulations of the NCAA, and the constitution, bylaws, rules, regulations, legislation and all official interpretations thereof of the NCAA, and the rules and regulations of the athletic conference of which the University is a member, as may be in effect from time to time, and that Employee is required to immediately report any known or reasonably suspected violations of such rules and regulations to Employee's immediate supervisor and the Associate Athletics Director for Compliance. In addition, each year that Employee serves as Head Football Coach, Employee will be responsible for conducting written evaluations of each assistant coach on his staff pursuant to the terms of the Collective Bargaining Agreement.

In Year One of this appointment, Employee will be provided a pool of \$200,000 as additional funding for Assistant Coaches. For each subsequent year, Employee will be provided a pool of \$100,000 as additional funding for Assistant Coaches.

**8.02 University Retains All Materials and Records.** All materials or articles of information, including, without limitation, personnel and student-athlete records, recruiting records, team information, videos, films, statistics or any other material or data, furnished to Employee by the University or developed by Employee on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Employee's employment hereunder are and shall remain the sole and confidential property of the University. Within three (3) days of the expiration of the term of this Appointment Letter or its earlier termination as provided herein or the reassignment of Employee from his position as Head Football Coach, Employee shall deliver any such materials in his possession or control to the University.

**8.03 Employee Will Not Incur Indebtedness.** Employee shall not incur any indebtedness or sign any contracts for or on behalf of the University or the Tower Foundation.

**8.04 Employee Will Not Make Investments Competitive With University Objectives.** During the period of employment hereunder, Employee shall not make or continue to hold any investment in or be associated with any enterprise that could be deemed to be competitive with the University's objectives and philosophies or with the University's intercollegiate program, without first having obtained the written approval of the University's President.

**8.05 Notice.** Any notice or other communication which may or is required to be given under this Appointment Letter shall be in writing and shall be deemed to have been given on the earlier of either the day actually received or on the close of business on the fifth business day next following the day when deposited in the United States Mail, postage prepaid, registered or certified, addressed to the party at the address set forth after its name below or such other address as may be given by such party in writing to the other.

If to Employee: 

If to University: San Jose State University  
Director of Athletics  
1393 South 7<sup>th</sup> Street  
San Jose, CA 95112

**8.06 Gender Provision.** As used in the Appointment Letter, the masculine, feminine or gender neutral, and the singular or plural number, shall each be deemed to include the others whenever the context permits.

- 8.07 Personnel File.** A copy of the executed Appointment Letter will be placed in the Employee's Personnel File five days (5) from the date of completed execution of this Appointment.
- 8.08 Supersede Provision.** This Appointment Letter supersedes any other communications between Employee and the University with respect to the terms of employment. Any promises or statements of inducement made by any agent or representative of the University that are not contained in this Appointment Letter shall not be valid or binding on the University.

**Expiration of Offer.** If Employee has not accepted by the close of business on February 28, 2021, this offer expires automatically. The Appointment Letter must be returned to the office of the Director of Athletics for processing on or before the expiration date.

Your written acceptance of this appointment is required. If you decide to accept this appointment, please date and sign in the space provided below and return the original of this letter to me. A copy is provided for your records. Written acceptance of the terms of this appointment by the Tower Foundation is also required.

Sincerely,

DocuSigned by:  
  
 0689031E24A1455...  
 Marie Tuite  
 Athletics Director

2/12/2021  
 \_\_\_\_\_  
 Date

In Process

The signature below manifests acceptance by the Tower Foundation of its obligations under paragraph(s) 3.02 and 5.01b of this Appointment Letter.

Signed

DocuSigned by:  
  
 D8900A21D6DD4D6...  
 Daniele LeCesne  
 COO – SJSU Tower Foundation

2/12/2021  
 \_\_\_\_\_  
 Date

My signature below manifests my acceptance of the appointment as described in this Appointment Letter.

Signed

DocuSigned by:  
  
 7F8362301EB2415...  
 Brent Brennan

2/15/2021  
 \_\_\_\_\_  
 Date