

**California State University, Fresno**  
**Letter of Appointment – Director of Athletics**

Pending the successful completion of a criminal background screening check, I am pleased to offer James Bartko an appointment to the position of Director of Athletics at Fresno State, 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 Fresno State. 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 Fresno State and a new written Appointment Letter is signed by Employee and Fresno State and, if required, the University's Athletic Corporation.
- 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 (Term) is five (5) years, commencing on January 1, 2015, and ending on December 31, 2019, unless sooner terminated in accordance with Article 3.02 or 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, Fresno State reserves the right to non-retain Employee from employment at any time without cause prior to the completion of the Term. If University non-retains Employee from his position as the University's Athletic Director, University shall pay the Employee one of the following non-retention fees as determined by the effective date of his non-retention: (a) Should the non-retention occur on or before December 31, 2017, University shall pay the Employee \$500,000; (b) should the non-retention occur between January 1, 2018 and December 31, 2018, University shall pay the Employee \$300,000; or (c) should the non-retention occur on or after January 1, 2019, University shall not be required to pay the Employee a non-retention fee. The non-retention fee shall be paid to Employee in the form of equal monthly installments for the

remainder of the term described in Section 3.01 above; provided however that if and to the extent Employee accepts comparable professional employment after non-retention by the University, any earnings from that employment during the Term will be offset against and reduce the monies owed by Fresno State under this section. For purposes of this Section 3.02, "comparable employment" shall mean employment as Athletic Director 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. Apart from the payment described in this paragraph that is owed as a result of non-retention, this appointment and all obligations of Fresno State and the Athletic Corporation shall terminate upon non-retention.

**3.03 Cancellation by Employee.** The Employee automatically cancels this appointment if Employee chooses to resign his position as Athletic Director prior to the completion of the Term. The University and Employee agree that Athletic Directors conduct their professional activities under circumstances unique in the University community and among University employees, including evaluation and scrutiny of coach and program performance by the public and the media and control by external rules and regulations. The Employee engenders the loyalty and commitment of student-athletes, fans, and donors, which can be lost if the Employee leaves the University prior to the expiration of the Term. Employee acknowledges that the University will incur other substantial costs if Employee resigns or terminates this Appointment prior to its scheduled expiration. The amount, nature and extent of such costs are difficult if not impossible to compute and ascertain with certainty but which will include and not be limited to: (i) searching, recruiting and hiring another Athletic Director, (ii) buying out the contract, if necessary, of a new Athletic Director, (iii) compensating for potential lost donors and related revenues. If Employee agrees, whether orally or in writing, to accept comparable employment, as defined in Section 3.02 above, after Employee resigns or otherwise terminates this Appointment prior to its normal expiration, he shall pay the University one of the following early-departure fees as determined by the effective date of his separation from employment:

(a) Should the separation from employment occur on or before December 31, 2017, Employee shall pay the University \$500,000; (b) should the separation occur between January 1, 2018 and December 31, 2018, Employee shall pay the University \$300,000; or (c) should the separation occur on or after January 1, 2019, Employee shall not be required to pay the University any fee. Payment shall be made within thirty (30) days after requested in writing by the University. The parties agree that the above stated amount is fair and reasonable and shall not be construed as a penalty. The University retains sole discretion to reduce or waive its receipt of this amount depending on the facts and circumstances surrounding Employee's separation from the University

#### ARTICLE IV – POSITION

**4.01 Recognition of Duties.** Employee agrees to be a loyal employee of the University and to devote his reasonable efforts full time to the performance of his duties for the University. This includes giving proper time and attention to furthering his responsibilities to the University and to complying with all rules, regulations, policies and decisions heretofore and hereafter established or issued by the University. Employee recognizes that his statements about the University are often publicized and he agrees to use his best efforts to keep positive and constructive in tone any public comments he makes about the University policies or actions taken by senior administrators. Employee also agrees that during the term of this Appointment, he will not engage, directly or indirectly, in any business which would detract from his ability to apply his reasonable efforts to the performance of his duties hereunder. Employee also agrees not to usurp any corporate opportunities of the University or the Athletic Corporation.

**4.02 Description of Employee's Responsibilities.** The Director of Athletics is responsible for implementing the goals and policies of the intercollegiate athletic program as established by the President in keeping with the University mission. Employee is expected to consult and interact effectively with the President, the Athletic Corporation Chair and board, the academic

community, and the community at large. Employee reports directly to the President who shall provide direction for duties to be performed. The Employee is responsible to plan, organize and direct the activities of the athletic department staff, including coaches and administrative staff and oversee the operations and management of athletic facilities owned or operated by the University or the Athletic Corporation. Employee is to use reasonable efforts to achieve and maintain gender equity in all athletic programs, in accordance with Title IX and state of California legislation. In addition, Employee is to use reasonable efforts to operate the athletics department within budgets established, develop and implement a strong and effective marketing and promotion program; direct fund-raising activities to supplement available financial resources; participate in as many public relations activities as is reasonably practical in order to promote the University and its athletics program, and represent the University at meetings of the NCAA and any athletic conference of which the University is a member.

Employee will abide by and comply with the constitution, bylaws, rules and interpretations of the NCAA, all University rules and regulations relating to the conduct and administration of the Fresno State athletic program, including recruiting rules, as now constituted or as any of the same may be amended during the term hereof, as well as the applicable constitution, bylaws, rules and regulations of the athletic conference of which the sport is a member. Such legislation, to the extent applicable, is incorporated herein by reference and to the extent inconsistent herewith shall prevail over the terms of this Appointment Letter. Modifications, changes, additions or deletions to such legislation shall automatically apply to this Appointment Letter without the necessity of a written modification. If such modifications or changes in NCAA or athletic conference legislation shall impair or reduce the University provided economic benefits of Employee's employment, the University shall substitute other reasonably equivalent and appropriate benefits permissible under the legislation acceptable to Employee that will preserve for Employee the overall value and quality of this Appointment Letter. In the event Employee becomes aware, or has reasonable cause to believe, that violations of such constitutions, by-laws, interpretations, rules or regulations may have taken place, he shall report the same promptly to the Athletic Department's Director of Compliance as well as his immediate supervisor.

Employee will adhere to, respect and follow the academic standards and requirements of the University with regard to the athletic coach recruiting and eligibility of prospective and current student-athletes. All academic standards, requirements and policies of the University shall be observed by Employee and members of his staff, including all coaches, at all times and shall not be compromised or violated. It is the goal and desire of both the University and Employee that student-athletes in the Athletic Department will achieve at the highest possible academic level, with the expectation that the University's NCAA Academic Progress Rate will meet or exceed NCAA threshold minimums and the graduation rate for student-athletes will be at least above the graduation rate for the general undergraduate student population at the University. The academic progress of student-athletes is an area on which the Employee will receive significant evaluation in the annual performance review.

Employee is held directly accountable for these general responsibilities relating to the Fresno State Athletic Department: overall management and administration of the Department, implementation of and compliance with the budget of the program, and the recruiting, training, supervision, evaluation and performance of student-athletes and coaching staff. The Director of Athletics or his designee shall also retain the final approval with regard to the program's schedule of contests and opponents.

Employee is also responsible for the following specific duties:

- 1) Make recommendations to the President for the future direction and growth of the athletic department.
- 2) Present the annual budget to the President and Athletic Corporation Board of Directors for review, approval and adoption.

- 3) Meet fundraising targets established by the President.
- 4) Maintain good relationships with the broader Fresno State community and work collaboratively with the Bulldog Foundation Board, boosters, and donors.
- 5) Take a leadership role in complying with Title IX and providing opportunities for women student-athletes. Fully support and abide by the CSU and Fresno State 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.
- 6) Consistent with University policy, appoint search committees, set guidelines for recruitment and hiring of Administrative Head Coach positions and actively participate in the recruitment of senior administrators and head coaches.
- 7) Maintain open communication channels with other athletic directors, alumni, booster organizations, news media, students, faculty, university officials and members of the athletic staff and general public.
- 8) Use reasonable efforts to be aware and encourage both coaches and student-athletes that performance in the classroom is the main purpose of higher education and that pursuit of knowledge and the acquisition of a degree is the primary goal of the student-athlete.
- 9) 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.
- 10) Establish the expectation that all athletic department staff comply with University, NCAA and policies, rules and regulations of the athletic conference of which the University is a member and be responsible for operating in compliance with these rules and regulations. Report all athletics major violations to the President immediately.
- 11) 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.
- 12) Promote the recruitment of exceptional prospective student-athletes who have a reasonable opportunity to gain a degree from Fresno State.
- 13) 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 President or designee.
- 14) Work to integrate intercollegiate athletics into the whole spectrum of academic life to complement the University and its mission in the community.
- 15) Work within the confines of all rules, regulations, guidelines, policies and procedures of the athletics department and to ensure that those staff members within his charge does so as well.
- 16) Maintain a professional, collegial, mature and rational demeanor and attitude at all time.
- 17) Maintain University email, voice mail addresses and cell phone numbers so that he can be contacted directly or be available to directly receive electronic and voice messages.

- 18) Accurately report all vacation and sick leave time and ensure that those in his charge do the same.

**4.03 Reporting Relationship and Annual Evaluations.**

a. **Reporting Relationship.** Employee shall report to the President. Employee's job duties and responsibilities shall be reviewed, revised and assigned from time to time by the President. 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.

b. **Annual Performance Evaluations.** Employee's performance of his job duties and responsibilities will be evaluated annually by the President. The President, at his discretion, may evaluate the Employee more frequently. These evaluations will take into account prior evaluations and the expectations and goals set for Employee.

**ARTICLE V – COMPENSATION**

**5.01 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 Director of Athletics shall be at the rate of \$258,168 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.

**5.02 Supplemental Compensation.** The Athletic Corporation shall pay to the Employee \$31,832 in supplemental base compensation payable in equal monthly installments by the Athletic Corporation to Employee on or about the last day of each consecutive calendar month during the term of this appointment. This supplemental base salary payment will be memorialized in a separate agreement between the Athletic Corporation and Employee. In addition, the Athletic Corporation shall pay to the Employee based upon the criteria set forth below so long as Employee is employed by Fresno State in the position of Athletic Director. All annual bonuses will undergo the process of determination at the completion of each fiscal year. The process will continue until all applicable data has been quantified and confirmed, but will be paid out no later than November 1 of the following fiscal year.

**5.03 Annual Performance Bonus.** All bonuses are determined by the total base salary of the fiscal year in which the bonuses were earned. At the completion of each fiscal year commencing with 2015, Employee will receive an annual bonus from the Athletic Corporation in the amounts set out below, provided that the specific goals are met as follows:

- 5% of the base salary if every sports team reaches an APR of 930; 7% of the base salary if every sports team reaches an APR of 940 (Employee can only earn one);
- 3% of the base salary if the University ranks in the top 75 of the NACDA Director's Cup; or 6% of the base salary if the University ranks in the top 50 of NACDA (Employee can only earn one);
- 3% of the base salary if the men's basketball team competes in the NCAA tournament;
- 3% of the base salary if the women's basketball team competes in the NCAA tournament;

- 3% of the base salary if the baseball team competes in the NCAA College World Series;
- 3% of the base salary if the softball team competes in the NCAA College World Series;
- 3% of the base salary if the football team competes in a bowl game;
- 10% of the base salary if the football team competes in the College Football Playoff;
- 5% of the base salary if the annual fundraising goal set by the President is met; and

The cash distribution of this bonus will be subject to applicable state, federal and local taxes. The Athletic Corporation Board will be notified by the University of the bonus paid and the goals which were met. In the event the expiration or termination of this Agreement occurs prior to the completion of any fiscal year, Employee will nonetheless be entitled to recover the amount of any bonus which has been earned under the terms of this section prior to such expiration or termination.

**5.04 Benefits and Perquisites.** 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. In addition, University will provide Employee:

- The exclusive use of a courtesy automobile, including insurance, repairs and gas. (Employee is responsible for payment of gas for employee's personal use of the vehicle);
- Country Club privileges through the California State University, Fresno corporate membership program for the term of this Appointment; and
- Per diem and necessary travel expenses for Employee's spouse when accompanying Employee on University related business to be provided by the Athletic Corporation.

**5.05 Out-of-Pocket Expenses.** Pursuant to California State University policy, the University will reimburse Employee, for as long as Employee serves as Director of Athletics and no longer, for all travel and out-of-pocket expenses reasonably incurred by him for the purpose of and in connection with the performance of his duties under this Appointment.

**5.06 Reassignment.** In the event Employee is reassigned pursuant to Article 2.2 § 42725 of Title 5, Employee will only be paid those bonuses (if any) which Employee earns through actual performance in the new position. The University will provide Employee with a description of the duties in the reassigned position.

**5.07 Opportunities to Earn Outside Income.** Employee shall, at the discretion of the President, 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 Athletic Director at Fresno State subject to the following conditions.

Such outside activities and agreements must be approved in writing, in advance, by the President 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 Fresno State and its Athletics Department, or interfere with the performance of his duties for Fresno State. 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:

- 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 whatever. 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 Fresno State or use of University identifiable equipment or facilities; no use of the University's marks, slogans, logos or music.
- 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 Athletics Director. 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. **Disclosure of Outside Income.** In accordance with NCAA regulations, Employee shall report annually in writing to the University's President 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 Termination, Suspension or Other Discipline for Cause.** Notwithstanding any other provision of this Appointment Letter, this appointment may be terminated by Fresno State, without further obligation of the CSU (including that which is contained in paragraph 3.02), Fresno State, or the Athletic Corporation, 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 Fresno State is a member, or knowing participation in any violation of such rules, or failure to report violations by Fresno State 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 the 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 Fresno State employee under applicable law and University policies and procedures.

If the University pursues discipline for cause, 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 Fresno State, and the Athletic Corporation 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 an Athletic Director at the intercollegiate level which, in addition to his 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 President.
- 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 Athletics Director, 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 Athletics Director 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 owned 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.

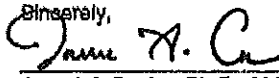
**ARTICLE VIII – MISCELLANEOUS**

- 8.01 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 Athletics Director, Employee shall deliver any such materials in his possession or control to the University.
- 8.02 Employee Will Not Incur Indebtedness.** Employee shall not incur any indebtedness or sign any contracts for or on behalf of the University or the Athletic Corporation.
- 8.03 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.
- 8.04 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: James Bartko  

- If to University: Joseph I. Castro, Ph.D., M.P.P.  
President, California State University, Fresno  
Henry Madden Library, 4th Floor, Rm. 4104  
5200 N. Barton Ave., M/S ML48  
Fresno, CA 93740-8014
- 8.05 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.
- 8.06 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.
- 8.07 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.

Fresno State Director of Athletics Letter of Appointment

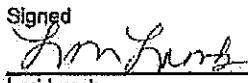
8.08 **Expiration of Offer.** If Employee has not accepted by the close of business on November 20, 2014, this offer expires automatically. The Appointment Letter must be returned to the office of the President for processing on or before the expiration date.

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 Athletic Corporation is also required.

Sincerely,  
  
\_\_\_\_\_  
Joseph I. Castro, Ph.D., M.P.P.  
President, California State University, Fresno

Date 11/20/14

The signature below manifests approval by California State University's Vice Chancellor for Human Resources for the foregoing appointment of definite term and the supplemental compensation.

Signed  
  
\_\_\_\_\_  
Lori Lamb  
Vice Chancellor of Human Resources, California State University

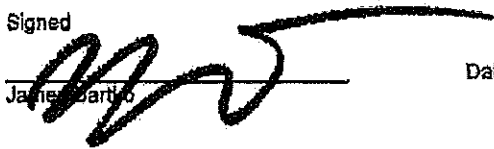
Date 12/17/14

The signature below manifests acceptance by the Athletic Corporation of its obligations under this Appointment Letter.

Signed  
  
\_\_\_\_\_  
Cynthia Teniente-Matson, Ed.D.  
Chair, Athletic Corporation Board

Date 12/17/14

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

Signed  
  
\_\_\_\_\_  
James Barth

Date 11/20/14

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**ATHLETIC CORPORATION**  
**CONSULTING SERVICES AGREEMENT**

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This Consulting Services Agreement (Agreement) is made effective as of January 1, 2015, by and between the CALIFORNIA STATE UNIVERSITY, FRESNO ATHLETIC CORPORATION (Athletic Corporation) and JAMES BARTKO (Consultant).

**ARTICLE I: PURPOSE**

**1.01 Purpose.** Consultant is in the business of providing consulting services to college athletics programs and the Athletic Corporation wishes to engage Consultant to promote and support the athletics program at California State University, Fresno (University).

**ARTICLE II: SCOPE OF SERVICES**

**2.01 Scope of Services.** Consultant shall be engaged by the Athletic Corporation to promote the Department of Athletics at the University through the use of, among other things, fundraising, public appearances, personal hosting, television, radio, video, film, internet and other communication formats (hereinafter referred to as "promotional assistance").

**2.02 Description of Consultant's Services.**

a. **General Nature of Services.** In providing promotional assistance, Consultant shall conduct himself in a professional manner at all times while engaged in activities attendant to the University's Department of Athletics and the Athletic Corporation. All services and responsibilities of Consultant to the Athletic Corporation shall be at the specific direction of the University's President and his designated representative(s).

b. **Specific Responsibilities.** Consultant is responsible for:

(1) using his best efforts, consistent with the objectives of the University's athletics program, to work within and support the activities of the Athletic Corporation; and,

(2) making himself reasonably available to help ensure maximum news media coverage and exposure of the University's athletics program and athletics activities, and perform certain marketing, fundraising, promotional and advertising functions connected therewith; and,

(3) making himself reasonably available for public appearances, personal hosting, and participation on radio and television broadcasts, film, internet webcasts and other communication formats.

**2.03 Reporting Relationship.** Consultant shall report directly to the University's President and obtain promotional assistance directives and approval of all his activities.

**2.04 Consultant's Actions and Control of Employees.** Consultant shall personally carry out all obligations under this Agreement. Athletic Corporation shall have the right to reject any employee or other agent of Consultant in the performance of any specific obligation of Consultant under this Agreement. Consultant's activities shall in all events comply with all rules, regulations and bylaws of the University, the University's Department of Athletics, Athletic Corporation, NCAA and athletic conference in which the University is a member.

**2.05 Conflict of Interest.** Consultant will not perform consulting services with clients whose interest conflicts with either the Athletic Corporation or the University. Consultant agrees that neither the Athletic Corporation nor University shall have any responsibility or liability for loss of income to Consultant, nor any related claims for collateral business activities, based on any decision that a client or activity for which approval is withheld is a conflict of interest.

**2.06 Broadcast Payments.** Any compensation or fee the Consultant receives for participating in broadcast programming or other medium shall either be tendered by the Consultant to the Athletic Corporation or shall be offset against payments to be made by the Athletic Corporation to Consultant under this Agreement.

**2.07 Consultant's Other Business Endeavors.** Consultant shall be free to pursue other business opportunities, so long as they do not conflict with Athletic Corporation or University work or constitute a conflict of interest per Section 2.05 above, Athletic Corporation Employee Handbook policies, University policies, or conflicts as defined by the California Fair Political Practices Commission given this position's designated status.

### **ARTICLE III: TERM OF AGREEMENT**

**3.01 Term of Agreement.** This Agreement commences on January 1, 2015, and shall continue until December 31, 2019, unless otherwise terminated earlier as provided herein.

**3.02 Cancellation.** The Athletic Corporation reserves the right to cancel this Consulting Services Agreement if the Consultant no longer serves as the University's Director of Athletics prior to the completion of the term.

In the event the Consultant no longer serves as Director of Athletics for the University, all Athletic Corporation's obligations to Consultant under this Agreement shall cease as of the date of separation from University employment.

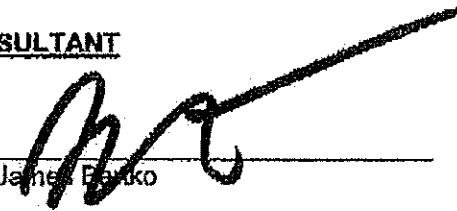
In no case shall Athletic Corporation be liable to Consultant for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, apparel or shoe contracts, consulting relationships, or from any other source whatever that may

ensue as a result of the termination of the Consultant's appointment as the University's Director of Athletics.

**ARTICLE IV: CONSULTING SERVICES FEE**

**4.01 Consulting Service Fee.** Consultant shall be paid an annual fee of \$31,832.16, payable in equal semi-monthly installments on or about the first and fifteenth day of each consecutive calendar month during the term of this Agreement. The Athletic Corporation shall also be responsible for paying bonuses earned by Consultant in his University employment, as more fully described in his Letter of Appointment with Fresno State.

**CONSULTANT**

By:  \_\_\_\_\_  
James Parko

Date: 11/20/11

**ATHLETIC CORPORATION**

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

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Cynthia Teniente-Matson, Chair

Date: 12/17/11