



SAN JOSÉ STATE
UNIVERSITY

June 28, 2012

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Office of the President

Mohammad H. Qayoumi, Ph.D.
President

One Washington Square
San José, California 95192-0002
Office: 408-924-1177
Fax: 408-924-1199
sjsupres@sjsu.edu

www.sjsu.edu

Mr. Gene Bleymaier
3647 Maywood Drive
Boise, Idaho 83704

Dear Mr. Bleymaier:

This letter is the formal document that will make official the terms and conditions of your appointment as Director of the Division of Intercollegiate Athletics at San José State University (SJSU).

I. Terms and Conditions

a. Term of Appointment

- i. This appointment is effective June 29, 2012. Your working title is Director of the Division of Intercollegiate Athletics (Division), and your formal appointment is to the rank of Administrator IV within the Management Personnel Plan of the California State University (MPP). You shall report directly to the President. Except as otherwise described herein, your appointment shall be subject to the MPP and any statutes or regulations pertaining to your employment. A copy of the Management Personnel Plan is available on-line at: <http://www.calstate.edu/HRAdm/Policies/mpp.shtml>.
- ii. As an MPP employee, you are subject to periodic performance evaluations and serve at the pleasure of the President. You shall not serve a probationary period nor shall you acquire permanent status by virtue of this appointment. Stability in Intercollegiate Athletics is critical to our success. For this reason you are being offered a five year appointment ending June 30, 2017.
- iii. SJSU may not commit the expenditure of operating funds in fiscal years for which appropriations have not been made. Therefore, your appointment may be terminated at any time, but, if terminated prior to June 30, 2017, you shall receive from SJSU a sum equivalent to your base salary plus supplemental compensation (as delineated in Sections I.b.i. and ii.) for the time between your termination date and June 30, 2017, based on your salary at the time of termination.

For purposes of this provision, salary includes neither benefits nor employer pension contributions, or the cash value of supplemental compensation provided through non-state sources.

- iv. Unless otherwise notified, your appointment shall terminate June 30, 2017. Your appointment may be extended or terminated at any time prior to June 30, 2017, upon mutual agreement between you and SJSU.

b. Compensation

- i. Base Salary: your guaranteed base gross annual salary will be \$220,092. Future salary increases are subject to the provisions of the MPP, which include the availability of funds and your performance.

- ii. Supplemental Compensation: you will be entitled to supplemental compensation paid through the Tower Foundation using non-state funds totaling \$102,000 per year. Supplemental Compensation is broken down as follows:

1. Salary Supplement: \$36,000 (\$3,000 per month)
2. Car allowance: \$9,000 (\$750 per month)
3. Public Speaking and External Board Engagements: \$36,000 (\$3,000 per month)
4. Other Public Relations Activities: \$21,000 (\$1,750 per month)

- iii. Performance Incentive Plan: Details of the Performance Incentive Plan are found in Attachment A. Bonuses may be earned based on performance in three different areas but shall not exceed \$128,837 except (40% of Base plus Supplemental), when qualifying for a BCS bowl. The three areas in which bonuses may be earned are:

1. Athletic Team Performance
2. Academic Progress Rate
3. Fund Raising related Athletic Facilities

c. Early Termination for Misconduct

- i. Notwithstanding any other provisions of this employment contract, your appointment may be terminated, without further obligation of SJSU, if the President finds that you have committed any of the following acts of misconduct:

1. Gross negligence
2. Insubordination
3. Willful and knowing violation of the NCAA, the conference of which SJSU is a member, or the knowing participation in any violation of such rules or failure to report violations by SJSU coaches, athletes or Division of which you have knowledge;
4. Conviction of a felony or conviction of a misdemeanor involving moral turpitude
5. Breach of terms of this contract

ii. You shall be permitted to challenge or refute the President's finding of misconduct through the MPP reconsideration process, which shall be your exclusive administrative remedy with respect to such finding(s).

d. Other Agreements: you shall, at the discretion of the President or designee, be permitted to engage in agreements with other persons for additional compensation, benefits or perquisites. Such agreements must be approved, before execution, by the President or designee to ensure they do not conflict with your obligations to or interfere with the performance of your duties for SJSU. Such approval shall not be unreasonably withheld.

II. Job Duties and Responsibilities: job duties and responsibilities are described in the Position Description.

III. Appointment of Coaches

a. With respect to the appointment of head coaches, you shall make recommendations to the President for approval, after appropriate consultation with the Chair of the University Athletics Board as per 7.A of the Athletics Board *Handbook of Policies and Procedures*. Letters of appointments shall be signed by the President.

b. With respect to the appointment of coaches other than head coaches, you shall make recommendations to the President for approval, after receiving and considering recommendations of the appropriate head coach. Letters of appointment for such coaches shall be signed by you, only after approval by the President.

You will be reimbursed for moving and relocation expenses from the city of Boise to the city of San José, not exceeding a total amount of \$25,000. All expenses will be reimbursed based on actual expenses and receipts in accordance with San José State University's moving regulations.

Please refer to the San José State University's Travel Guide which can be found at: http://www.sjsu.edu/pass/docs/ap/info/travel_guide.pdf, for specific details on limitations and requirements for reimbursement. If you do not continue your employment with the University for a period of at least two years, you shall repay the University the following percentage of the reimbursement amount:

Percentage of Total Cost	Employment Time Period
100% of total cost	Employed less than six months
75% of total cost	Employed at least six months, but less than 12 months
50% of total cost	Employed at least 12 months, but less than 18 months
25% of total cost	Employed at least 18 months, but less than 24 months

Employees whose discontinuance of University employment was the result of death, disability, or similar unexpected cause beyond the control of the employee as determined by the appointing authority, are exempt from this repayment policy.

You are entitled to participate in the benefits available to MPP employees. At present, these include participation in the California Public Employees Retirement System (CalPERS), medical and dental plans, industrial and non-industrial disability benefits, and \$100,000 employer-paid life insurance. You will accrue vacation at the rate of sixteen (16) hours per month and sick leave at the rate of eight (8) hours per month. You are also entitled to thirteen (13) official holidays (designated and rescheduled) and one Personal Holiday per calendar year.

In addition, this position may require adherence to University compliance training such as: Conflict of Interest and Ethics training, AB1825 Sexual Harassment Prevention training, Information Security training, and Injury and Illness Prevention Program training. If this position is identified as a position responsible for filing a conflict of interest statement, you are required to complete a Statement of Economic Interests on an annual basis.

Gene Bleymaier

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Under provisions of the Immigration Reform and Control Act of 1986, you will be required to submit, within three (3) business days of the date employment begins, proof of U.S. citizenship or permanent residency, or other documentation that will verify that you are authorized to work in the United States.

If the terms and conditions of this appointment as described herein are satisfactory to you, please sign one copy of this letter and return to Human Resources as soon as possible.

I am pleased that you have indicated your willingness to accept this offer and want to welcome you as a member of the SJSU management team. If you have any questions, please contact Rosalina Calderon via phone at (408) 924-7783 or email at rosalina.calderon@sjsu.edu.

Sincerely,

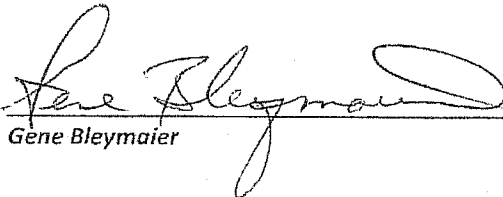


Dr. Mohammad H. Qayoumi
President

C: Shawn Bibb, Vice President for Administration and Finance
HR - Personnel File

Attachment: Performance Incentive Plan

I accept the offer of appointment as noted above, and to confirm my acceptance, I will fax or email the signed letter to the Equal Opportunity & Workforce Planning Office at: (408) 924-1784 or Rosalina Calderon.

 6/29/12
Gene Bleymaier Date

Attachment A –Performance Incentive Plan

Gene Bleymaier

1. Athletic Team Performance

A. Overall performance in the National Association of College Director of Athletics Director’s Cup:

Top 100	\$20,000
Top 150	\$17,500
Top 200	\$15,000
Top 250	\$12,500

B. Conference Championships/Conference Finish):

Football - Conference Champion	One Month’s Salary
Basketball - Men’s Conference Champion	One Month’s Salary
Basketball - Women’s Conference Champion	One Month’s Salary
All Other Sports - Conference Champion	\$10,000 per championship
All Sports - 2 nd Place Conference Finish	\$ 5,000 per sport
All Sports - 3 rd Place Conference Finish	\$ 2,500 per sport

C. Post Season Appearances (if not conference champions):

Football Bowl Appearance	\$15,000
NCAA Basketball Tournament Appearance (Men or Women)	\$15,000 + \$10,000 per win
NIT Basketball Tournament Appearance (Men or Women)	\$10,000 + \$ 5,000 per win

D. Final National Rankings:

Top 25 Final National Ranking Any Sport	\$10,000
Top 26-50 Final National Ranking	\$ 5,000

E. Conference Commissioner’s Cup Standings:

1 st Place	\$25,000
2 nd Place	\$20,000
3 rd Place	\$17,500
4 th Place	\$15,000
5 th Place	\$12,500

F. BCS Game – If the Football Team appears in a BCS game the incentive payment is set at one-month’s salary and is exempt from the incentive plan cap as described in Section 4 of this document.

2. Academic Progress Rate(APR)

A. Annual divisional average NCAA APR:

970 and Above	\$27,500
965-969	\$25,000
960-964	\$22,500

955-959	\$20,000
950-954	\$17,500
945-949	\$15,000
940-944	\$12,500
935-939	\$10,000

- B. Any Sport that earns an APR Recognition Award (Top 10% Nationally) - \$15,000 per sport
- 3. Funding Raising related to Athletic Facilities - .2% of annual funding raising related to Athletic Facilities
- 4. All earned incentive payments are cumulative unless otherwise noted (see section 1.F.). Total amount of incentive payments that can be earning in any fiscal year shall not exceed 40% of the base salary plus supplemental compensation ($\$322,092 \times 40\% = \$128,837$ for FY 2012-13).