

## Settlement Agreement and Release

### 1. Parties

This Settlement Agreement and Release (Agreement) dated November 6, 2017 is by and between the Board of Trustees of the California State University, on behalf of California State University, Fresno (and their officers, directors, agents, servants, representatives, employees, affiliates, predecessors and successors in interest and assigns (collectively, Fresno State or the University), the California State University, Fresno State Athletic Corporation (“Athletic Corporation”) and James Bartko (“Employee” or “Bartko”). The University, the Athletic Corporation and Employee are sometimes collectively referred to as the Parties.

### 2. Factual Background

2.1 Whereas, Bartko has been employed by the University since January 2015 in the Management Personnel Plan (MPP) position of Director of Athletics;

2.2 Whereas, Bartko is employed pursuant to a Letter of Appointment with a term expiring in December 2019 (Letter of Appointment);

2.3 Whereas, the Athletic Corporation has retained Bartko as a Consultant since January 2015 with a term scheduled to expire in December 2019 (“Consulting Services Agreement”);

2.4 Whereas, Bartko, the Athletic Corporation and the University now wish to amend the terms of the Letter of Appointment and Consulting Services Agreement and mutually agree to end their employment relationship per the provisions set forth herein.

Now Therefore, the Parties agree as follows:

### 3. Settlement Terms

3.1 Bartko agrees to voluntarily resign from his employment with the University and the Athletic Corporation, effective as of the close of business on November 6, 2017. Employee hereby delivers to the University and the Athletic Corporation a signed letter of resignation, which is attached hereto as **Exhibit A**. Employee acknowledges and agrees that his resignation is not appealable or revocable and he hereby waives any right he may have under law or regulation to seek reconsideration or to revoke his resignation.

3.2 The University and Athletic Corporation agree to accept Bartko's voluntary resignation. The University will pay Bartko any accrued vacation upon the effective date of his resignation. In addition, the University shall pay Bartko three months of severance pay less all appropriate payroll deductions. The University payments are \$22,383.00 per month less all payroll deductions and the Athletic Corporation payments are \$2,652.08 per month. The total severance pay will be \$75,107.04 less all payroll deductions. Payments of the severance pay shall be made during the ordinary course of the payroll calendar. Other than the three months of severance pay and any accrued vacation leave, Bartko waives any and all rights and entitlement to any additional funds per the terms of the Letter of Appointment and the Consulting Services Agreement. The Parties agree that per the terms of this Agreement that the University and the Athletic Corporation no longer have any financial obligations to Bartko beyond the agreed upon severance pay and accrued vacation described in this Agreement.

3.3 The University agrees to provide Bartko a letter of reference no later than November 30, 2017 as drafted by the University's Human Resources department that reflects the Employee's performance record and dates of employment at Fresno State.

3.4 Bartko understands and acknowledges that the consideration provided for in this Agreement is in full and complete settlement of all claims of any kind, whether known or unknown, actual or potential, which Bartko may have against the University and the Athletic Corporation in connection with his employment, his working conditions, his reassignment and request for reconsideration, and any other conduct of the Parties occurring prior to the date of this Agreement.

3.5 Bartko hereby waives and fully releases and forever discharges the University and the Athletic Corporation from any and all claims, causes of action, complaints, damages, agreements, suits, attorney's fees, loss, cost or expense, obligations and liabilities, of whatever kind or character, any statutory claims, or any and all other matters of whatever kind, nature or description, whether known or unknown, occurring prior to the date of the execution of this Agreement, which he may have against the University, by reason of or arising out of or concerning his employment with the University. Bartko acknowledges that his release of claims specifically includes, but is not limited to, any and all claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. section 621 et seq. ("ADEA"); the Federal Civil Rights Statutes, 42 U.S.C. sections 1981, 1982, 1983, 1985 and 1986; the Americans with Disabilities Act; the Equal Pay Act; the California Fair Employment and Housing Act, California Government Code section 12940 et seq.; the Family and Medical Leave Act; the California Labor Code; and the Unruh Civil Rights Act based upon events occurring prior to the date of the execution of this Agreement. In so doing, Employee expressly acknowledges that he hereby waives all rights he may have under Section 1542 of the California Civil Code, which provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in her or his favor at the time of executing the release, which if known by her or him must have materially affected her or his settlement with the debtor.**

3.6 The Parties agree that this Agreement is a one-time resolution of the facts and events related to Bartko's employment with the University and the Athletic Corporation and that this Settlement and Release shall not serve as a precedent of any kind, either at Fresno State or elsewhere within the California State University System.

3.7 This Agreement shall be interpreted under the laws of the State of California.

3.8 The Parties expressly warrant that they have not transferred to any person or entity any right, cause of action or claim released in this Settlement Agreement and Release.

3.9 This Agreement represents the full and complete agreement and understanding between the Parties with respect to the matters stated herein. Any agreement or promises alleged to have been made which are not reflected in the written terms of this Agreement are and shall be superseded by the terms of this Agreement and shall have no effect.


3.10 No supplement, modification, waiver or amendment of this Agreement shall be binding unless executed in writing by the Party against whom enforcement of such supplement, modification, waiver or amendment is sought.

3.11 This Agreement may be signed in counterparts.


By signing below, the parties witness their agreement to all the terms and conditions of this Agreement.

  
\_\_\_\_\_  
James Bartko

Date: \_\_\_\_\_, 2017

  
\_\_\_\_\_  
Joseph I. Castro  
President  
California State University, Fresno

Date: 11/16, 2017

  
\_\_\_\_\_  
Deborah S. Adishian-Astone  
Chair, Athletic Corporation Board

Date: 11/16, 2017

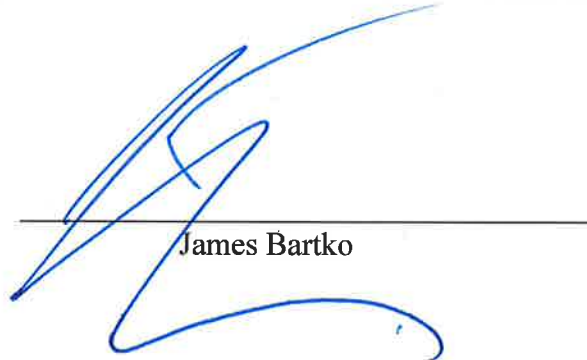
**EXHIBIT A**

November 6, 2017

Joseph I. Castro  
President  
California State University, Fresno  
5200 North Barton Ave.  
Fresno, CA 93740-8014

RE: Resignation

I, James Bartko, hereby voluntarily resign my position as Director of Athletics at California State University, Fresno, effective at the close of business on November 6, 2017.



James Bartko