

**EMPLOYMENT AGREEMENT
CHIEF FINANCIAL OFFICER**

This Employment Agreement ("Agreement") is effective on the 1st day of July 2010 between the Mt. Diablo Unified School District ("District") acting through its Governing Board ("Board") and Bryan Richards ("Chief Financial Officer") and is entered into in accordance with Education Code §35031.

1. TERM

The District hereby employs the Chief Financial Officer beginning on the 1st day of July 2010 and continuing through June 30, 2013.

2. DUTIES AND RESPONSIBILITIES

The Chief Financial Officer shall perform all duties and exercise all powers as prescribed by all applicable laws, rules and regulations of the State of California and the District. The powers and duties of the Chief Financial Officer shall be as described in a job description or resolution adopted by the Board, and may be amended unilaterally by the Board from time to time, or by the Superintendent at the direction of the Board, in order to best fulfill the needs of the District. Such duties and responsibilities, as amended from time to time, shall be attached to this Agreement as Exhibit A.

3. EVALUATION

The District's Superintendent may evaluate and assess the performance of the Chief Financial Officer each school year during the term of this Agreement. The evaluation, if any, shall include an assessment of the performance of the Chief Financial Officer as reasonably related to the duties described in this Agreement, as assigned to him by the Board and the Superintendent, and performance goals and objectives as determined by the Superintendent.

This evaluation procedure is discretionary. The Board may adopt another evaluation.

4. SALARY

The Chief Financial Officer's annual base salary, excluding any applicable longevity, increases and stipends for advanced degree(s), shall be \$140,000, effective July 1, 2010.

Following a majority vote of the Board, the Chief Financial Officer's salary may be increased at any time in such amount as may be determined by the Board.

The Chief Financial Officer's salary shall be paid in twelve (12) equal payments with the District making the ordinarily required contributions for STRS/PERS, unemployment insurance, workers compensation, etc.

The Chief Financial Officer will have a longevity incentive, calculated from July 1, 2010, equal to 1.5% on the salary schedule for each year of service from such date, with such longevity incentive payment payable in each of the fourth, eighth and twelfth years of employment, payable at the beginning of the applicable fiscal year. This longevity

incentive takes the place of any other longevity increase offered to members of the Diablo Managers' Association.

5. **FRINGE BENEFITS**

The Chief Financial Officer shall receive such health and welfare benefits and increments as are granted to the District's management personnel.

6. **TRANSPORTATION**

The Chief Financial Officer has elected to have his transportation allowance be included as part of his salary with the understanding that mileage reimbursement cannot be claimed unless he travels one hundred (100) miles or more one way from his office location in the District. The Chief Financial Officer shall be reimbursed for mileage outside of the radius of one hundred (100) miles from the Chief Financial Officer's office in the District according to the policy governing such rate of reimbursement to other management personnel. The District, upon prior approval of the Superintendent, shall pay for other actual and necessary expenses incurred in the performance of the Chief Financial Officer's duties, such as attendance at meetings and conferences.

7. **WORK YEAR/VACATION**

The Chief Financial Officer shall be required to render twelve (12) months of full, regular service to the District during each annual period covered by this Agreement, except that he shall be entitled to twenty-four (24) working days of annual vacation with pay, exclusive of holidays. The Chief Financial Officer shall follow all District policies respecting use and accrual of vacation days. The Chief Financial Officer may be paid for unused accrued vacation at the end of the fiscal year, providing there is a minimum of twenty-four (24) accrued days. The Chief Financial Officer may exercise this option at any time of any given year via signed letter to the Payroll Manager of the District requesting payment for unused accrued vacation as long as he has accrued the stipulated number of days. Upon termination of this Agreement, the Chief Financial Officer shall be entitled to compensation for unused accrued vacation days at his then current salary rate, provided that under no circumstances shall the Chief Financial Officer accrue more than forty (40) days of vacation.

8. **HOLIDAYS**

The Chief Financial Officer shall receive the following holidays: Labor Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Day, a winter recess day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, a spring recess day, Memorial Day, Independence Day, and any additional holidays designated by the Board.

9. **SICK LEAVE**

The Chief Financial Officer shall be permitted to carry forward any sick leave previously earned. Under this Agreement, the Chief Financial Officer shall continue to accrue sick leave at the rate of one day per month, which may be carried forward from year to year.

10. **MEDICAL EXAMINATIONS**

The Chief Financial Officer agrees to undergo a comprehensive medical examination not less than once every two years during his employment with the District. A statement respecting the Chief Financial Officer's physical ability to perform his regular duties shall be obtained from the physician and provided to the District Superintendent, who shall keep the statement confidential. The cost of said medical examination and report will be paid by the District if the Chief Financial Officer's medical coverage is not adequate to cover all costs incurred.

11. **TERMINATION OF CONTRACT**

A. Mutual Consent

This Agreement may be terminated at any time by mutual consent of the District and the Chief Financial Officer.

B. Non-Renewal of Agreement by District

The Board may elect not to renew this Agreement pursuant to the provisions set forth in Section 11F.

C. Termination of Status as a Certificated/Classified Employee

If the Chief Financial Officer's status as a certificated/classified employee of the District is terminated in accordance with applicable provisions of law, this Agreement shall automatically terminate on the date thereof.

D. Termination of Chief Financial Officer for Cause

The Chief Financial Officer's rights under this Agreement may be terminated by the District at any time for, but not limited to, breach of contract, any ground enumerated in the Education Code for the loss of a credential/classification, or the Chief Financial Officer's failure to perform his responsibilities as set forth in this Agreement, as defined by law, or as specified in the Chief Financial Officer's job description, as in effect and as modified from time to time. If this Agreement is terminated for cause, all compensation and benefits provided hereunder shall cease as of the date of termination.

E. Early Termination

1. **By Chief Financial Officer**

The Chief Financial Officer shall have the right at any time to provide notice of his intention to terminate this Agreement and to perform no further duties thereunder, provided that Chief Financial Officer shall give such notice to the Board at least forty-five (45) days prior to the effective date of such termination. The Chief Financial Officer shall be entitled to receive no additional compensation or benefits, other than as required by law, on the effective date of such termination.

2. **By District**

The District shall have the power, notwithstanding any other term or provision of this Agreement, to terminate the employment of the Chief Financial Officer, without cause, prior to the expiration of this Agreement.

Should the District exercise said option to terminate the employment of Chief Financial Officer without cause, the District shall pay to the Chief Financial Officer upon the effective date of termination an amount equal to one-half of the value of his remaining compensation which would be provided to the Chief Financial Officer under this Agreement over the balance of the term of this Agreement, but not to exceed a total of nine (9) months of compensation, and shall provide health and welfare benefits for a period equal to one-half of the remaining term of this Agreement not to exceed a total time of nine (9) months . The Chief Financial Officer agrees that, should the District exercise this option, such payment shall fully compensate him for any contract damages to which Chief Financial Officer would otherwise be entitled.

F. Notice of Expiration of Term

No later than February 1 of the year in which this contract is to expire by its terms, the Chief Financial Officer shall provide a written notice to the District's Superintendent and to the President of the Board providing notice of the pending expiration date of this Agreement. Failure to provide this notice shall result in this Agreement automatically terminating on its then existing termination date, notwithstanding any other provision of this Agreement or any other provision of law, and the failure to provide such notification shall be deemed to be a notice to Chief Financial Officer pursuant to Education Code §35031 of termination.

12. GENERAL PROVISIONS.

A. Outside Professional Activities

By prior approval of the District, the Chief Financial Officer may undertake for consideration outside professional activities, including, but not limited to, consulting, speaking and writing, so long as such outside professional activities do not, in the District Superintendent's sole judgment, interfere with the Chief Financial Officer's performance of his duties. The Chief Financial Officer's outside professional activities shall not occur during work hours. In no event will the District be responsible for any expenses intended to the performance of such outside activities.

B. Applicable Law

This Agreement shall be subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Board of the District as such rules and regulations apply to the Chief Financial Officer. Said laws, rules and regulations in effect as of the date of the execution of this Agreement, and those enacted thereafter, are hereby made a part of the terms and conditions of this Agreement.

C. Agreement

This Agreement contains the entire Agreement and understanding between the parties. It supersedes and replaces all prior agreements between the parties. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement.


D. Amendment

This Agreement may be amended at any time during the term of the Agreement. However, such amendment shall be in writing and is effective only upon the mutual consent and written approval of the Chief Financial Officer and the Board, with the Board acting by a majority vote.

E. Severability

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement.



Paul Strange, President



Gary L. Eberhart, Vice President



Richard W. Allen, Member

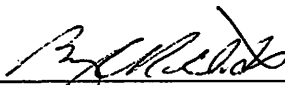


Linda K. Mayo, Member



Sherry Whitmarsh, Member

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all the duties of employment of the Chief Financial Officer of the Mt. Diablo Unified School District.



Bryan Richards
Chief Financial Officer