

**MARCH __, 2013 ADDENDUM TO
EMPLOYMENT AGREEMENT
CHIEF FINANCIAL OFFICER
(MT. DIABLO UNIFIED SCHOOL DISTRICT)**

Effective December 1, 2009, the Governing Board of the Mt. Diablo Unified School District (hereafter "District") entered into an Employment Agreement, Chief Financial Officer (hereafter "Agreement") with Bryan Richards (hereafter "Chief Financial Officer") according to the terms and conditions specified therein. The District and Chief Financial Officer shall be referred to collectively herein as the "Parties." This amendment to the Agreement (hereafter "Addendum") is entered into by and between the District and Chief Financial Officer shall be effective _____, 2013.

The Parties hereby mutually agree to amend the terms of the Agreement as follows:

1. TERM.

The termination date of the Agreement shall be extended by one year, to June 30, 2014, further documenting Board approval of the one year extension at the April 23, 2012 Board meeting.

12. GENERAL PROVISIONS.

The following subsections are hereby added to Section 12 of the Agreement, General Provisions:

- F. Any salary provided the Chief Financial Officer pending an investigation shall be fully reimbursed if the Chief Financial Officer is convicted of a crime involving an abuse of his or her office or position, as set forth in Government Code sections 53243 and 53243.4.
- G. Any funds for the legal criminal defense of the Chief Financial Officer provided by the District shall be fully reimbursed to the District if the Chief Financial Officer is convicted of an abuse of his or her office or position, as set forth in Government Code sections 53243.1 and 5243.4.
- H. Notwithstanding any other term of this Addendum or the Agreement, if the Agreement is terminated, any cash settlement related to the termination that the Chief Financial Officer receives from the District shall be fully reimbursed to the District if the Chief Financial Officer is convicted of a crime involving an abuse of his or her office or position, as set forth in Government Code sections 53243.2 and 53243.4.
- I. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Chief Financial Officer has engaged in fraud, misappropriation of funds, or other

illegal fiscal practices, then the Board may terminate the Chief Financial Officer and the Chief Financial Officer shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b). The provisions of Government Code section 53260 are incorporated into this Agreement by this reference.

All other provisions of the Agreement not amended by this Addendum shall remain in full force and effect.

WHEREFORE, the Parties hereto, by their signatures below, enter into this Addendum, as set forth above.

For the Board of Trustees OF THE MT. DIABLO UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
By: _____ Date: _____
By: _____ Date: _____
By: _____ Date: _____
By: _____ Date: _____

I agree to these amendments to the Agreement as set forth above.

By: _____ Date: _____
Bryan Richards, Chief Financial Officer