

Mt. Diablo Unified School District
Employment Agreement for the Position of
Interim Director of Human Resources

This agreement is made this 13th day of April, 2020, by and between the Superintendent and/or Governing Board of the Mt. Diablo Unified School District ("District" or "Board") and Dr. Michael Gardner, ("Temporary Interim Director of Human Resources").

1. Term. The District hereby employs Interim Director starting on April 14, 2020, subject to the terms and conditions set forth below. This Agreement shall terminate for all purposes upon close of District business, December 31, 2020.
2. Salary. The Interim Director of Human Resources rate of pay shall be \$700 per day for 8 hours per day. The Interim Director of Human Resources shall be a temporary employee, however will not receive any District-provided medical or health benefits during this agreement. As an employee of the District, his pay shall be subject to statutory employee costs during the term of this Agreement. He is expected to provide forty-five (45) days of service to the District between April 14, 2020 and June 30, 2020. He is then expected to provide sixty-seven days of service from July 1, 2020 through December 31, 2020.
3. Interim Director of Human Resources. The Interim Director of Human Resources will perform duties of a Human Resources Officer of the District, support activities as stated in the California Education Code, the Director of Human Resources job description, and any further duties as directed by the Superintendent. For the duration of employment, the Interim Director of Human Resources is authorized to sign all official documents on behalf of the District and its Board of Trustees that fall within the scope of the duties of his position.
4. Termination of Contract.
 - a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Superintendent and the Interim Director of Human Resources.
 - b. Notice. Either party may terminate this Agreement by providing 30 days' advance written notice of termination to the other party. Interim Director of Human Resources compensation shall be limited to daily duties performed until the effective date of termination.
 - c. End of Term. This Agreement will otherwise terminate for all purposes as of close of District business, December 31, 2020.
5. Expense Reimbursement.
 - a. The Interim Director of Human Resources shall be reimbursed pursuant to District policy and upon submission and approval of documentation for actual and necessary expenses incurred while performing the duties of his position during the course of this Agreement. This will include day-to-day mileage completed on District business.

6. General Provisions.

- a. Governing Law and Venue. This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California.
- b. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and the parties have not relied upon any representation, express or implied, not contained in this Agreement.
- c. No Assignment. The Interim Director of Human Resources may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. Modification. This Agreement cannot be changed or supplemented orally; it may be modified or superseded, only by written instrument executed by the parties.
- 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 continue in full force and effect.

x _____
Brian Lawrence
President, Governing Board

x _____
Michael Gardner, Ed.D.
Interim Director, Human Resources

*Approved by the Governing Board on
April 13, 2020.*

Dr. Robert A. Martinez
Secretary, Governing Board