## EMPLOYMENT AGREEMENT FOR INTERIM SERVICES AS CHIEF HUMAN RESOURCES OFFICER

This Employment Agreement is made by and between the Governing Board of and on behalf of the Alameda Unified School District of Alameda County, California, (hereinafter "District") and Michael Bowers (hereinafter "Interim Chief Human Resources Officer" or "Interim CHRO"), and is effective as of the 30th day of July 2014.

District hereby employs Michael Bowers as Interim Chief Human Resources Officer subject to the terms and conditions described below:

### 1. Term

District hereby employs Interim CHRO for a temporary period beginning on the 30th day of July 2014 and terminated as indicated below.

The term of the Interim CHRO shall cease and this Agreement shall be mutually terminated at the end of the workday immediately preceding the first workday of the permanent Chief Human Resources Officer, or upon termination of this Agreement as set forth in Section 5 below, whichever comes first.

### 2. Work Week

The Interim CHRO shall provide his services no fewer than 3 (three) and no more than 4 (four) full professional days each work week. The Interim CHRO's minimum work week shall be reduced by one day in each week in which the District's offices are closed because of a duly recognized state or federal holiday.

Upon request by the Acting Superintendent or Interim Superintendent, as applicable, the Interim CHRO shall also attend the biweekly meetings of the District's Governing Board.

The Interim CHRO's work schedule shall be set after consultation with the Acting Superintendent or Interim Superintendent, as applicable.

### 3. Compensation

Interim Superintendent shall be compensated the daily rate of Eight Hundred dollars (\$800.00), for each day of Interim CHRO services actually rendered to the District, less applicable withholding. If the Interim CHRO is required to attend meetings of the District's Governing Board, he shall receive additional compensation at the rate of One Hundred dollars (\$100.00) per hour for each hour actually spent in attendance at such meetings. Because the Interim CHRO is a STRS retiree, this agreement and the amount of earnable compensation shall be subject to STRS rules.

### 4. Job Responsibilities

The Interim CHRO shall report directly to the Acting Superintendent or Interim Superintendent, as applicable. The Interim CHRO shall perform the tasks set forth in the attached job description, including but not limited to giving direction to and assuming administrative responsibility for the Human Resources Department, which includes all certificated and classified employees in the District. Plans, directing, managing and overseeing the activities and operations of the Human Resources Department including labor management negotiations, recruitment, application processing, selection, position and salary placement and maintenance of personnel files; coordinating assigned activities with other District departments and related agencies; ensuring compliance with applicable laws and regulations, and providing highly responsible and complex administrative support directly to the Superintendent and as a member of the Superintendent's cabinet; and making presentations to the Governing Board as directed by the Superintendent.

### 5. Termination

- a. <u>By the District</u>: The District may terminate this Agreement at any time with or without cause upon written notice to Interim CHRO by the Acting Superintendent or Interim Superintendent, as applicable.
- b. By the Interim CHRO: The Interim CHRO may terminate this Agreement upon 30 days' notice to the District, delivered in writing to the Interim Superintendent, as applicable.

### 6. General Provisions

- a. <u>Governing Law</u>: 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. <u>Entire Agreement</u>: This Agreement contains the entire agreement and understanding 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. This Agreement may be modified only by an amendment in writing that has been signed by both parties.
- c. <u>Severability</u>: 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.

On Behalf of the Board of Trustees of the Alameda Unified School District:	
Kirsten Vital, Superintendent	<u> </u>
Klisten vital, Supermendere	• Date
Ratified and Accepted:	
Margie Sherratt,	 Date

# ACCEPTANCE OF OFFER

President, District Governing Board

I hereby accept the above offer of employment and agree to comply with the terms and conditions thereof, and to fulfill all of the duties of Interim Chief Human Resources Officer during the term specified in the forgoing employment contract.

Michael Bowers

Date