

**EMPLOYMENT AGREEMENT
SUPERINTENDENT OF SCHOOLS**

This Employment Agreement ("Agreement") is agreed to effective on the 1st day of February, 2010, between the Governing Board ("Board") of and on behalf of the Mt. Diablo Unified School District ("District") and Steve Lawrence ("Superintendent").

1. TERM.

The Board hereby employs the Superintendent as the Superintendent of District beginning on the 1st day of February, 2010, and terminating on the 30th day of June, 2013 (the "Term").

2. EXTENSION OF TERM OF EMPLOYMENT.

The Board may decide annually whether to enter into an agreement with the Superintendent to extend the Term of his employment. The Superintendent shall notify the Board in writing of the provisions of this paragraph and the termination date of this Agreement no later than January 1 of the final year of the Term of this Agreement. Failure to provide such notification shall result in the automatic termination of this Agreement, and is deemed to be a material breach of this Agreement. If the Board is properly notified, the Board may determine whether to extend this Agreement and shall provide Superintendent with notice thereof by no later than January 31 of the year in which this Agreement would otherwise terminate.

3. DUTIES AND RESPONSIBILITIES.

The Superintendent shall serve as Chief Executive Officer and Secretary of the Board pursuant to Education Code §§35034 and 35035.

In addition, the Superintendent shall perform all duties and exercise all powers as prescribed by the applicable laws, rules and regulations of the State of California and the District. The powers and duties of the Superintendent shall be executed in accordance with applicable policies and any job description adopted by the Board, as amended from time to time.

4. EVALUATION.

The Board may evaluate and assess the performance of the Superintendent each school year during the Term of this Agreement. The evaluation, if any, shall include an assessment of the performance of the Superintendent as reasonably related to the duties described in this Agreement and performance goals and objectives as determined by the Board. The Superintendent shall give each Board member notice of the terms of this paragraph on or before September 30 of each year.

The Board shall determine on an annual basis the evaluation format. The evaluation format shall include both objective and subjective items, and shall include a written evaluation and assessment of the performance of any specific goals and objectives which have been established by the Board.

This evaluation procedure is discretionary. The Board may adopt another evaluation procedure and/or may evaluate the Superintendent in another fashion.

It is currently the Board's intention to conduct two evaluations annually. A formal evaluation, assessing the Superintendent's performance, shall be held on December 15, or at the Board's discretion, within two (2) weeks thereof. An interim evaluation shall be conducted by the Board of the Superintendent's performance on July 15 of each year, or within two (2) weeks thereof.

5. **SALARY.**

The Superintendent's annual base salary, including any and all longevity increments and stipends for advanced degrees, shall be \$249,500, effective the 1st day of February 2010.

The Superintendent shall have the option at any time during the Term hereof to have certain portions of the compensation payable hereunder paid directly to a supplementary retirement plan or tax sheltered annuity as he may direct. The Superintendent agrees and acknowledges that the District has made no representations or warranties to Superintendent regarding the tax or retirement consequences of the exercise of any such option, and Superintendent has obtained and relies upon his own tax advice and the advice of such experts as Superintendent deems appropriate in that regard.

Upon an annual basis on July 1 of each year, commencing July 1, 2011, the Superintendent shall be entitled to an increase in salary equal to the lesser of an increase in the Consumer Price Index plus one percent, or any increase granted to certificated management employees of the District. For this purpose the Consumer Price Index shall be the Consumer Price Index - Urban Wage Earners and Clerical Workers, San Francisco-Oakland-San Jose, base period 1982-84 equals 100.

The Board generally reserves a right to make other adjustments to the annual salary of the Superintendent, with the consent of the Superintendent.

6. **FRINGE BENEFITS.**

The Superintendent shall be afforded such health and welfare benefits of employment as are granted to the District's management employees, including retirement benefits that are offered to certificated managers who retire from the District.

7. TRANSPORTATION

The Superintendent shall be reimbursed for mileage outside a radius of 100 miles from the Superintendent's office within the District, according to the District policy governing such rate of reimbursement to other management personnel.

8. WORK YEAR/VACATION.

The Superintendent 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 annually to twenty-four (24) working days of vacation with pay, exclusive of holidays. The Superintendent shall follow all District policies respecting use and accrual of vacation days. The Superintendent may be paid for twelve (12) days of unused accrued vacation days at the end of the fiscal year, provided that there is a minimum of twenty-four (24) days of accrued vacation at the end of the fiscal year. The Superintendent may exercise this option at any time of any given year via signed letter to the Payroll Manager requesting payment for unused vacation as long as he has accrued the stipulated number of days. Upon termination of this Agreement, the Superintendent shall be entitled to compensation for unused accrued vacation days at his then current salary rate. Under no circumstances may the Superintendent accrue more than forty-eight (48) days of vacation.

9. SICK LEAVE.

The Superintendent shall be permitted to carry forward any sick leave previously earned but not used. Under this Agreement, the Superintendent 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 Superintendent agrees to undergo a comprehensive medical examination not less than once every two years during his employment with the District. A statement respecting the Superintendent's physical ability to perform his regular duties shall be obtained from the physician and filed with the Board, which shall keep the statement confidential. The cost of said medical examination and report will be paid by the District if the Superintendent's medical coverage is not adequate to cover all costs incurred.

11. INABILITY TO SERVE.

Should the Superintendent be unable to serve in his position due to physical and/or mental condition for a period in excess of ninety (90) days or upon the expiration of the sick leave entitlement provided for in this Agreement, whichever is greater, and upon written evaluation by a licensed physician designated by the District indicating the inability of the Superintendent to further serve in his position of employment, this Agreement may be terminated by the Board.

12. PROFESSIONAL MEETINGS.

Expenses that the Superintendent incurs in attending appropriate professional conferences, academies, seminars and meetings at local, state and national levels shall be reimbursed in accordance with current District policy, provided that any such attendance shall first have been approved by either the President of the Board, or by the Board itself.

13. ONE TIME HOUSING STIPEND.

In the event the Superintendent enters into a contract to purchase a residence within the boundaries of the District by January 31, 2011, and closes escrow on such purchase no later than ninety (90) days thereafter, the District shall pay into the escrow,

to be applied to the purchase price of such residence, for the benefit of Superintendent, the sum of \$25,000.

14. TERMINATION OF CONTRACT.

A. Mutual Consent.

This Agreement may be terminated at any time by mutual consent of the Board and the Superintendent.

B. Non-Renewal of Agreement by District.

The Board may elect not to renew this Agreement pursuant to the provisions set forth in Section 2 above.

C. Termination of Status as a Certificated Employee.

If the Superintendent's status as a certificated 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 Superintendent for Cause.

The Superintendent's status as Superintendent and all of the Superintendent's rights under this Agreement may be terminated by the Board at any time for, but not limited to, breach of contract, any ground enumerated in the Education Code for the loss of a credential, or the Superintendent's failure to perform his responsibilities as set forth in this Agreement, as defined by law, or as specified in the Superintendent's job description, as in effect and as modified from time to time. The Board shall not terminate this Agreement pursuant to this paragraph D until it has notified the Superintendent in writing of its intention to do so, expressing the reasons therefore. The Superintendent shall then be entitled to a conference with the Board provided that the Superintendent requests such conference within five (5) business days after receiving the written notice

specifying the Board's intention to terminate this Agreement for cause. At such conference if requested, the Superintendent shall be given a reasonable opportunity to address the Board regarding the concerns expressed in the written notice. The Superintendent shall have the right to have a representative of his choice at his own expense at the conference with the Board. The conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law. If this Agreement is terminated for cause, all compensation and benefits provided hereunder shall cease on the date of termination.

E. Early Termination.

1. By Superintendent.

The Superintendent 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 Superintendent shall give such notice to the Board at least sixty (60) days prior to the effective date of such termination. The Superintendent 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 Board.

The Board shall have the power, notwithstanding any other term or provision of this Agreement, to vote to terminate the employment of the Superintendent, without cause, prior to the expiration of this Agreement. Should the Board exercise said option to terminate the employment of Superintendent without cause, the Board shall pay to the Superintendent upon the effective date of termination an amount equal to one-half of the compensation which would be payable to the Superintendent over the balance of the

Term of this Agreement, provided that the total of the compensation to be paid by the District shall not exceed a total of nine (9) months compensation. Such compensation shall be payable monthly. The Superintendent agrees that, should the Board exercise this option, such payment shall fully compensate him for any contract damages to which Superintendent would otherwise be entitled. Superintendent further agrees that unless Superintendent retires, Superintendent shall following such termination be obligated to seek comparable employment within a radius which is one hundred fifty (150) miles from the office of the Superintendent in the District, or within such other geography as Superintendent and Board may hereafter agree, and if any other employment is obtained, the District shall have no obligation to make any additional payments to the Superintendent under this Agreement, to the extent that the compensation received in such new position of employment is equal to or greater than the compensation payable to the Superintendent under this Agreement, and to the extent that such compensation is less, it shall offset on a dollar for dollar basis the obligation of the District to make payments to the Superintendent under this paragraph. The District upon the Superintendent obtaining such comparable employment shall be relieved of its obligation, if any, to provide continuing benefits. The Superintendent shall promptly notify the District in writing upon obtaining such comparable employment.

The Superintendent shall be entitled to receive payment for health and welfare benefits for the same period of time for which he is receiving compensation under the provisions of this paragraph.

For the purposes of this paragraph E, "comparable employment" shall mean a position of substantially equal responsibility and compensation in the field of education administration, but not necessarily the position of a Superintendent.

15. GENERAL PROVISIONS.

A. Outside Professional Activities.

Following prior approval of the Board or the Board's designee, the Superintendent 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 Board's sole judgment, interfere with the Superintendent's performance of his duties. The Superintendent's outside professional activities shall not occur during work hours. In no event will the Board be responsible for any expenses incurred in 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 and the District as such rules and regulations are intended to apply to the Superintendent. 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 Superintendent 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.

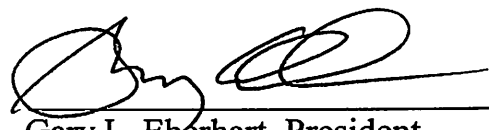
F. Counterparts.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together will constitute one in the same instrument.

G. Seniority.

Superintendent shall not be considered a school site administrator for purposes of Education Code §44956.5.

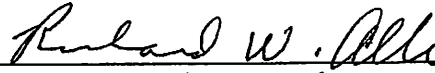
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.



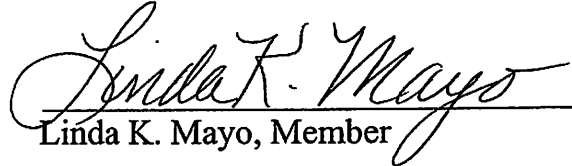
Gary L. Eberhart, President



Paul Strange, Vice President



Richard W. Allen, Member

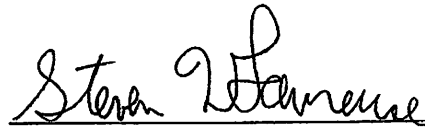


Linda K. Mayo, Member



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 Superintendent of Mt. Diablo Unified School District.



Steve Lawrence