

**MARCH __, 2013 ADDENDUM TO
EMPLOYMENT AGREEMENT
SUPERINTENDENT OF SCHOOLS
(MT. DIABLO UNIFIED SCHOOL DISTRICT)**

Effective February 1, 2010, the Governing Board of the Mt. Diablo Unified School District (hereafter "District") entered into an Employment Agreement, Superintendent of Schools (hereafter "Agreement") with Steve Lawrence (hereafter "Superintendent") according to the terms and conditions specified therein. The District and Superintendent shall be referred to collectively herein as the "Parties." This amendment to the Agreement (hereinafter "Addendum") is entered into by and between the District and Superintendent, and 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.

13. ONE TIME HOUSING STIPEND.

The Parties acknowledge that all obligations under the original Agreement pertaining to the one time housing stipend have been performed and this provision is now satisfied.

15. GENERAL PROVISIONS.

The following subsections are hereby added to Section 15 of the Agreement, General Provisions:

- H. Any salary provided the Superintendent pending an investigation shall be fully reimbursed if the Superintendent 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.
- I. Any funds for the legal criminal defense of the Superintendent provided by the District shall be fully reimbursed to the District if the Superintendent is convicted of an abuse of his or her office or position, as set forth in Government Code sections 53243.1 and 53243.4.
- J. Notwithstanding any other term of this Addendum or the Agreement, if this Agreement is terminated, any cash settlement related to the termination that the Superintendent receives from the District shall be fully reimbursed to the District if the Superintendent 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.

K. Notwithstanding any other provision of this Addendum or the Agreement, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Superintendent and the Superintendent 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: _____

Steve Lawrence, Superintendent