

**EMPLOYMENT AGREEMENT
GENERAL COUNSEL**

This Employment Agreement ("Agreement") is effective on the 1st day of December, 2009 between the Mt. Diablo Unified School District ("District") acting through its Governing Board ("Board") and Gregory Rolen ("General Counsel") and is entered into in accordance with Education Code §35031.

This Agreement is intended to be in replacement of the existing employment agreement between District and General Counsel, and upon due authorization by the Board of District and execution by District and General Counsel shall replace in all respects any and all current terms and conditions of employment as contained in the existing employment agreement between District and General Counsel.

1. **TERM.**

The District hereby employs the General Counsel beginning on the 1st day of December, 2009 and continuing through June 30, 2013.

2. **DUTIES AND RESPONSIBILITIES.**

The General Counsel shall perform all duties and exercise all powers as prescribed by all applicable laws, rules and regulations of the State of California and the District. The powers and duties of the General Counsel, Administrative Services shall be as described in a job description or resolution adopted by the Board, and may be amended unilaterally by the Board from time to time, or by the Superintendent at the direction of the Board, in order to best fulfill the needs of the District. Such duties and responsibilities, as amended from time to time, shall be attached to this Agreement as Exhibit A.

3. **EVALUATION.**

The Board of Education may evaluate and assess the performance of the General Counsel each school year during the term of this Agreement. The evaluation, if any, shall include an assessment of the performance of the General Counsel as reasonably related to the duties described in this Agreement, as assigned to him/her by the Board and the Superintendent, and performance goals and objectives as determined by the Superintendent.

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

4. **SALARY.**

The General Counsel's annual base salary, excluding any applicable longevity, increases and stipends for advanced degree(s), shall be \$166,219.44, effective December 1, 2009. Effective July 1, 2010, the General Counsel's annual base salary, excluding any applicable longevity, increases and stipends for advanced degree(s), shall be \$190,000.

Following a majority vote of the Board, the General Counsel's salary may be increased at any time in such amount as may be determined by the Board.

6

The General Counsel's salary shall be paid in twelve (12) equal payments with the District making the ordinarily required contributions for STRS/PERS, unemployment insurance, workers compensation, etc.

The General Counsel will have a longevity incentive, calculated from July 1, 2005, equal to 1.5% on the salary schedule for each year of service from such date, with such longevity incentive payment payable in each of the fourth, eighth and twelfth years of employment, payable at the beginning of the applicable fiscal year. This longevity incentive takes the place of any other longevity increase offered to members of the Diablo Managers' Association.

5. **FRINGE BENEFITS.**

The General Counsel shall receive such health and welfare benefits and increments as are granted to the District's management personnel

6. **TRANSPORTATION.**

The General Counsel has elected to have his/her transportation allowance be included as part of his/her salary with the understanding that mileage reimbursement cannot be claimed unless he/she travels one hundred (100) miles or more one way from his/her office location in the District. The General Counsel shall be reimbursed for mileage outside of the radius of one hundred (100) miles from the General Counsel's office in the District according to the policy governing such rate of reimbursement to other management personnel. The District, upon prior approval of the Superintendent, shall pay for other actual and necessary expenses incurred in the performance of the General Counsel's duties, such as attendance at meetings and conferences.

7. **WORK YEAR/VACATION.**

The General Counsel 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/she shall be entitled to twenty-four (24) working days of annual vacation with pay, exclusive of holidays. The General Counsel shall follow all District policies respecting use and accrual of vacation days. The General Counsel may be paid for unused accrued vacation at the end of the fiscal year, providing there is a minimum of twenty-four (24) accrued days. The General Counsel may exercise this option at any time of any given year via signed letter to the Payroll Manager of the District requesting payment for unused accrued vacation as long as he/she has accrued the stipulated number of days. Upon termination of this Agreement, the General Counsel shall be entitled to compensation for unused accrued vacation days at his/her then current salary rate, provided that under no circumstances shall the General Counsel accrue more than forty (40) days of vacation.

8. **HOLIDAYS.**

The General Counsel shall receive the following holidays: Labor Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Day, a winter recess day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, a spring recess day, Memorial Day, Independence Day, and any additional holidays designated by the Board.

9. **SICK LEAVE.**

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

11. TERMINATION OF CONTRACT.

A. Mutual Consent.

This Agreement may be terminated at any time by mutual consent of the District and the General Counsel.

B. Non-Renewal of Agreement by District.

The Board may elect not to renew this Agreement pursuant to the provisions set forth in Section 11F.

C. Termination of Status as a Certificated/Classified Employee.

If the General Counsel's status as a certificated/classified 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 General Counsel for Cause.

The Superintendent's status as Superintendent and all of the General Counsel's rights under this Agreement may be terminated by the District at any time for, but not limited to, breach of contract, any ground enumerated in the Education Code for the loss of a credential/classification, or the General Counsel's failure to perform his/her responsibilities as set forth in this Agreement, as defined by law, or as specified in the General Counsel's job description, as in effect and as modified from time to time. If this Agreement is terminated for cause, all compensation and benefits provided hereunder shall cease as of the date of termination.

E. Early Termination.

1. By General Counsel.

The General Counsel shall have the right at any time to provide notice of his/her intention to terminate this Agreement and to perform no further duties thereunder, provided that General Counsel shall give such notice to the Board at least forty-five (45) days prior to the effective date of such termination. The General Counsel 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 District.

The District shall have the power, notwithstanding any other term or provision of this Agreement, to terminate the employment of the General Counsel, without cause, prior to the expiration of this Agreement. Should the District exercise said option to terminate the

employment of General Counsel without cause, the District shall pay to the General Counsel upon the effective date of termination an amount equal to one-half of the value of his remaining compensation which would be provided to the General Counsel under this Agreement over the balance of the term of this Agreement, but not to exceed a total of nine (9) months of compensation, and shall provide health and welfare benefits for a period equal to one-half of the remaining term of this Agreement not to exceed a total time of nine (9) months . The General Counsel agrees that, should the District exercise this option, such payment shall fully compensate him/her for any contract damages to which General Counsel would otherwise be entitled.

F. Notice of Expiration of Term.

No later than February 1 of the year in which this contract is to expire by its terms, the General Counsel shall provide a written notice to the District's Superintendent and to the President of the Board providing notice of the pending expiration date of this Agreement. Failure to provide this notice shall result in this Agreement automatically terminating on its then existing termination date, notwithstanding any other provision of this Agreement or any other provision of law, and the failure to provide such notification shall be deemed to be a notice to General Counsel pursuant to Education Code §35031 of termination.

12. GENERAL PROVISIONS.

A. Outside Professional Activities.

By prior approval of the District, the General Counsel 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 District Superintendent's sole judgment, interfere with the General Counsel's performance of his/her duties. The General Counsel's outside professional activities shall not occur during work hours. In no event will the District be responsible for any expenses intended to 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 of the District as such rules and regulations apply to the General Counsel. 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.

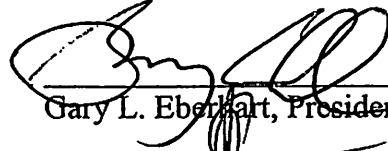
D. Amendment.

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 General Counsel and the Board, with the Board acting by a majority vote.

E. Severability.

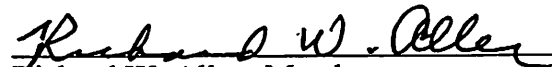
If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.

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



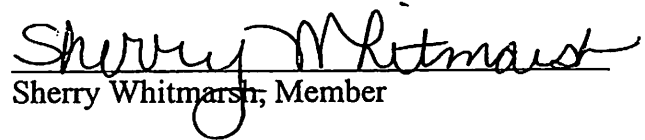
Gary L. Eberhart, President

Paul Strange, Vice President



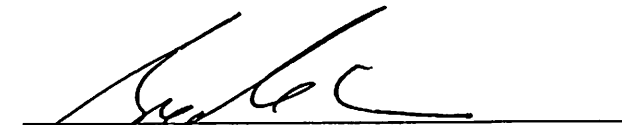
Richard W. Allen, Member

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 a General Counsel of the Mt. Diablo Unified School District.



Gregory Rolan