



MT. DIABLO UNIFIED SCHOOL DISTRICT
JAMES W. DENT EDUCATION CENTER
1936 Carlotta Drive
Concord, California 94519-1397
(925) 682-8000

OFFICE OF
BOARD OF EDUCATION

June 19, 2013

Dr. Steven Lawrence
Mt. Diablo Unified School District

Dear Dr. Lawrence,

Please be advised that the Mt. Diablo Unified School District Board of Education has decided to invoke the Early Termination provision of your employment agreement which provides that:

"The District 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 the Superintendent without cause, the District shall pay the Superintendent upon the effective date of termination an amount equal to one-half of the value of compensation which would be payable to the Superintendent over the balance of the term of this Agreement, provided that the total of 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 District exercise this option, such payment shall fully compensate him for any contract damages to which [the] Superintendent would otherwise be entitled. Superintendent further agrees that unless Superintendent retires, Superintendent shall following such termination be obligated to seek comparable employment within 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 the 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 any 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 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."

Your employment with the District will end at the close of business on June 28, 2013. Before that time, please return any District property in your possession so that your June pay warrant can be pressed without delay.

Thank you for your service to the students of the Mt. Diablo Unified School District. We wish you the best of luck in your future endeavors.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl Hansen".

Cheryl Hansen
President, Board of Education
Mt. Diablo Unified School District

cc: Board of Education