

**MARCH \_\_, 2013 ADDENDUM TO  
EMPLOYMENT AGREEMENT  
GENERAL COUNSEL OF SCHOOLS  
(MT. DIABLO UNIFIED SCHOOL DISTRICT)**

Effective December 1, 2009, the Governing Board of the Mt. Diablo Unified School District (hereafter "District") entered into an Employment Agreement, General Counsel (hereafter "Agreement") with Gregory Rolen (hereafter "General Counsel") according to the terms and conditions specified therein. The District and General Counsel shall be referred to collectively herein as the "Parties." This amendment to the Agreement (hereafter "Addendum") is entered into by and between the District and General Counsel 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.

12. GENERAL PROVISIONS.

The following subsections shall be added to Section 12 of the Agreement, General Provisions:

- F. Any salary provided the General Counsel pending an investigation shall be fully reimbursed if the General Counsel 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.
- G. Any funds for the legal criminal defense of the General Counsel provided by the District shall be fully reimbursed to the District if the General Counsel is convicted of an abuse of his or her office or position, as set forth in Government Code sections 53243.1 and 5243.4.
- H. Notwithstanding any other term of this Addendum or the Agreement, if the Agreement is terminated, any cash settlement related to the termination that the General Counsel receives from the District shall be fully reimbursed to the District if the General Counsel 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.
- I. Notwithstanding any other provision of this Agreement or the Addendum to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the General Counsel has engaged in fraud,

misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the General Counsel and the General Counsel 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: \_\_\_\_\_  
Gregory Rolen, General Counsel