

**DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN DAVIS JOINT  
UNIFIED SCHOOL DISTRICT AND BRUCE E. COLBY**

This Amendment is made and entered into November 21, 2019, by and between the Board of Trustees of the Davis Joint Unified School District (hereinafter "Board"), County of Yolo, State of California, and Bruce E. Colby ("Chief Business and Operations Officer").

In accordance with Paragraph 18 of the "Employment Agreement Between Davis Joint Unified School District and Bruce E. Colby," dated December 21, 2017 ("Agreement"), as amended by the "Amendment to Employment Agreement between Davis Joint Unified School District and Bruce E. Colby," dated November 15, 2018 ("2018 Amendment"), the parties thereto hereby agree that Paragraph 1, Employment Term, shall be amended to read as follows:

The term of this Agreement commences July 1, 2020, and terminates June 30, 2024. The term of this Agreement shall not be automatically extended. The Board of Trustees and Chief Business and Operations Officer may at any time mutually agree to terminate this Agreement effective the next succeeding first day of July and enter into a new Agreement on those terms and conditions as may be mutually agreed for a new term to commence the effective day of the termination of this Agreement [Education Code section 35031]. No such new Agreement shall be effective unless action to approve that Agreement has been taken by the Board in public session at a regular meeting of the Board [Government Code section 54945(b)].

In accordance with Paragraph 18 of the Agreement, as amended by the 2018 Amendment, the parties thereto further agree that the first full paragraph of Paragraph 2, Salary, shall be amended to read as follows:

The Chief Business and Operations Officer's annual base salary commencing July 1, 2020 shall be Two Hundred Thirty-Four Thousand One Hundred Seventy-Three Dollars (\$234,173), prorated for less than one year of service and paid in equal monthly installments. In lieu of step and column increases as provided to other certificated and classified employees, and upon annually receiving a satisfactory or better performance evaluation, the Chief Business and Operations Officer shall be compensated in accordance with four (4) salary steps which provide for successive annual base salary increases equal to three percent (3%) of the preceding annual base salary effective July 1 of each succeeding school year (*see e.g.*, "District Senior Cabinet Salary Information").

The second paragraph of Section 2 of the Agreement, and the second paragraph of the section of the 2018 Amendment addressing salary, shall remain in full force and effect as stated therein. The third paragraph of Section 5 of the Agreement is hereby deleted.

The preceding amendments supersede and replace any conflicting provisions in Paragraphs 1 and 2 of the Agreement. Except as set forth herein, the 2018 Amendment shall be of no further

force or effect. All other terms and conditions set forth in the Employment Agreement Between Davis Joint Unified School District And Bruce E. Colby, dated December 21, 2017, shall continue unchanged except as amended, extended, or renewed by mutual written agreement between the parties.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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BOB POPPENEGA  
President, Board of Education

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BRUCE E. COLBY  
Chief Business and Operations Officer

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