

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 15, 2018, 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”), 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, 2019, and terminates June 30, 2023. 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 “Employment Agreement Between Davis Joint Unified School District And Bruce E. Colby,” dated December 21, 2017 (“Agreement”), the parties thereto further agree that the first and third full paragraphs of Paragraph 2, Salary, shall be amended to read as follows:

The Chief Business and Operations Officer’s base annual salary commencing July 1, 2019 shall be Two Hundred Twenty-Five Thousand One Hundred One Dollars (\$225,101), 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”).

In the event the Board of Trustees approves an increase or reduction in total compensation for employees in the certificated bargaining unit during any year of this Agreement, the annual salary of the Chief Business and Operations Officer shall be increased or reduced by a corresponding equivalent amount for the same period as the increase or reduction in total compensation for certificated bargaining unit employees.

The preceding amendments supersede and replace any conflicting provisions in Paragraphs 1 and 2 of the Employment Agreement Between Davis Joint Unified School District And Bruce E. Colby, dated December 21, 2017. 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: _____

TOM ADAMS
President, Board of Education

BRUCE E. COLBY
Chief Business and Operations Officer