

DAVIS JOINT UNIFIED SCHOOL DISTRICT

**AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN DAVIS JOINT
UNIFIED SCHOOL DISTRICT AND MATT BEST**

This Amendment is made and entered into November 5, 2020, by and between the Board of Education of the Davis Joint Unified School District (hereinafter "Board"), County of Yolo, State of California, and Matt Best ("Deputy Superintendent of Administrative Services" or "Deputy Superintendent").

In accordance with Paragraph 18 of the "Employment Agreement Between Davis Joint Unified School District and Matt Best," dated December 21, 2017 ("Agreement"), as amended by the "Amendment to Employment Agreement between Davis Joint Unified School District and Matt Best," dated November 15, 2018 ("2018 Amendment"), and by the "Amendment to Employment Agreement between Davis Joint Unified School District and Matt Best," dated November 21, 2019 ("2019 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, 2021, and terminates June 30, 2025. The term of this Agreement shall not be automatically extended. The Board of Trustees and Deputy Superintendent 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 and the 2019 Amendment, the parties thereto further agree that the first full paragraph of Paragraph 2, Salary, shall be amended to read as follows:

The Deputy Superintendent's annual base salary commencing July 1, 2021 shall be Two Hundred Fifteen Thousand, Nine Hundred and Thirty-Five dollars (\$215,935), 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 Deputy Superintendent 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 addressing salary, the second paragraph of the section of the 2018 Amendment addressing salary, and the second paragraph of the 2019 Amendment addressing salary, shall remain in full force and

effect as stated therein. The third paragraph of Section 2 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 and the 2019 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 Matt Best, dated December 21, 2017, shall continue unchanged except as amended, extended, or renewed by mutual written agreement between the parties.

Dated: _____

Dated: _____

JOE DINUNZIO
President, Board of Education

MATT BEST
Deputy Superintendent

235-4/4821232.1