

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

This Agreement is made and entered into by and between Davis Joint Unified School District of Yolo County, State of California, a public school district (hereinafter called "District") and Bruce E. Colby (hereinafter called "Associate Superintendent").

The District hereby employs Bruce E. Colby as Associate Superintendent – Business Services of the Davis Joint Unified School District. Bruce E. Colby hereby accepts such employment and agrees to perform the duties and responsibilities of said office during the term of this Agreement. This employment is subject to the terms and conditions described below.

1. Employment Term. The term of this Agreement and of said employment is effective July 1, 2014, and ends June 30, 2017.

2. Salary. For and in consideration of the services rendered by the Associate Superintendent hereunder, the annual salary of the Associate Superintendent shall not be less than One Hundred Eighty-Five Thousand Nine Hundred Seventy-Three dollars (\$185,973.00), payable in twelve (12) equal monthly installments. Where only a portion of any year is served, salary shall be prorated. For the 2014-2015 fiscal year, the Associate Superintendent shall receive a one-time lump-sum payment equal to four percent (4%) of his 2014-2015 annual salary, payable on or before August 30, 2015. Effective July 1, 2015, the Associate Superintendent's salary shall be increased by two and twenty-seven hundredths percent (2.27%) for the 2015-2016 fiscal year. In addition, the Associate Superintendent shall receive a one-time lump-sum payment equal to one percent (1%) of his 2015-2016 annual salary, payable on or before August 30, 2016.

Contract between Davis Joint Unified School District and Bruce E. Colby
Page 2 of 14

Effective July 1, 2016, the Associate Superintendent's salary shall be increased by two percent (2%) for the 2016-2017 fiscal year.

During the term of this Agreement, the Board of Trustees may make an upward adjustment of compensation after considering such factors as the compensation of other school administrators in comparable positions in California, the Consumer Price Index, and the performance of the Associate Superintendent. Any such discretionary, Board approved salary increase provided pursuant to this provision shall apply prospectively to services to be rendered in the future, however, the Board may deem the increase retroactive to July 1 of the current school year in which the salary increase was granted by the Board of Trustees.

In the event the Board of Trustees approves a reduction in total compensation for employees in the certificated bargaining unit during any year of this Agreement, the annual salary of the Associate Superintendent shall be reduced by a corresponding equivalent percentage for the same period as the reduction in total compensation for certificated employees.

3. Duties. The Associate Superintendent shall perform the duties of this office as prescribed by law, as prescribed in any position description of the Associate Superintendent adopted by the Board of Trustees, and as assigned to him from time to time by the Superintendent. Acts which may require ratification by the Board shall be referred to the Board through the Superintendent at the earliest possible opportunity.

Subject to the approval of the Superintendent, the Associate Superintendent shall also have the responsibility of organizing, reorganizing, and arranging the administrative,

management, and supervisory staff of Business Services and any of the offices there under which in his judgment best serves the District.

The Associate Superintendent shall also personally or by direction: (a) review all policies adopted by the Board of Trustees and make appropriate recommendations through the Superintendent to the Board; (b) periodically evaluate employees as provided for by California law and board policy; (c) through the Superintendent, advise the Board of sources of funds which are available to implement present or contemplated District programs; and (d) through the Superintendent, advise the Board about Business matters through a school-community advisory process, as appropriate.

4. Work Year and Vacation. The Associate Superintendent shall render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement. In addition, the Associate Superintendent shall be entitled to twenty-two (22) days annual vacation with pay, exclusive of holidays defined in sections 37220 and 37222 of the Education Code. Said vacation shall be taken during the school year in which granted, and may only be accumulated to a total of forty (40) days. In the event of termination of this Agreement, Associate Superintendent shall be entitled to compensation for unused vacation at the salary rate then in effect. Vacation leave for a year is accrued upon commencement of services for that year. If service for the full year is not performed, Associate Superintendent shall only receive compensation for that number of days proportional to those served during the year. If the Associate Superintendent has taken in excess of that proportion, he shall reimburse District for the excess leave taken. The daily rate of pay for the Associate Superintendent shall be computed by dividing the annual salary by 225.

Except in cases of illness or personal emergency, the Associate Superintendent shall provide advance notice to the Superintendent of any full day absence from the District which is more than two (2) consecutive workdays. Absences from the District for more than four (4) consecutive workdays must be approved in advance by the Superintendent, except in cases of illness or emergency. In case of illness or personal injury resulting in absence from the District for more than two (2) consecutive workdays, the Associate Superintendent shall inform the Superintendent as soon as possible..

5. Professional Activities. The Associate Superintendent shall endeavor to maintain and improve his professional competence by all available means, including, but not limited to, joining and participating in appropriate local, state, and national educational/business associations and their activities, as well as workshops, visitations, and meetings. The Associate Superintendent shall select such activities, subject to the approval of the Superintendent. For activities approved by the Superintendent, the District shall reimburse the Associate Superintendent for all reasonable expenses incurred in connection with these activities; provided, however, membership in organizations for which the District will reimburse the Associate Superintendent shall be limited to three appropriate professional and community organizations. These memberships are in addition to any District memberships paid directly by the District. Upon advance approval of the Superintendent, such expenses described in this section of the contract may be paid for by the District in advance.

The Associate Superintendent shall be entitled to reasonable education program opportunities as determined annually by mutual written agreement of the Superintendent and the Associate Superintendent and approved by the Board. Education program

opportunities may include, but are not limited to, components such as paid time away from the District for classroom participation, tuition, and textbook reimbursement.

6. Outside Professional Activities. The Associate Superintendent and the Board recognize that this position involves time and energy beyond a normal position of employment. The higher compensation for this position relative to other positions of the District recognizes this fact. The Associate Superintendent shall devote his time and energy to the performance of the duties and responsibilities of the Associate Superintendent position as are required to efficiently and effectively perform such duties and responsibilities. Performance of the duties and responsibilities of his office shall take precedence over any outside professional activities. Therefore, unless supported by the Superintendent with written a recommendation and approved in advance by the Board of Trustees, while the Associate Superintendent is an employee of the District, the Associate Superintendent shall not perform any work outside of the District for compensation because any such outside work may involve time demands that would render performance of the Associate Superintendent's duties to the District less efficient.

Further, if the Associate Superintendent is granted permission for outside work for compensation, he shall not employ other employees of the District in enterprises outside of District employment.

The Associate Superintendent understands and agrees that this employment agreement is subject to all applicable District policies and regulations, including, but not limited to, any conflict of interest and/or incompatible activities policies approved by the Board of Trustees at any time during the term of this Agreement.

7. Fringe Benefits. The Associate Superintendent shall be provided the same health and welfare benefit coverages and District premium contributions as provided to District certificated bargaining unit members.

8. Retirement Benefits. The Associate Superintendent shall be eligible to receive early retirement benefits on the same terms and conditions available to management team members.

9. Sick Leave. The Associate Superintendent shall be entitled to twelve workdays of paid sick leave per year, cumulative indefinitely. Where only a portion of any school year is served by the Associate Superintendent, the sick leave shall be prorated. Without approval of the Superintendent, the Associate Superintendent shall not be entitled to utilization of sick leave in advance of accrual or in excess of the number of days actually earned or accrued. Time off required by the Associate Superintendent for illness or injury which is not covered by earned and accrued sick leave, such leave provided for by law, or industrial injury leave shall be uncompensated. The Superintendent may require from time to time such verification of the need for and use of sick leave, as he deems appropriate. Personal necessity leave shall be subject to the same criteria and procedures as required of other management team members.

10. Travel Expenses. Reimbursement for travel will be paid in accordance with current board policy and administrative regulations.

11. Other Expenses. The District shall reimburse the Associate Superintendent for all other actual, reasonable, and necessary expenses incurred by the Associate Superintendent within the scope of his employment and while representing the District. Current board policy and administrative regulations for reimbursement shall be applicable. All such expenses shall be subject to Superintendent and Board approval. In

this paragraph of the Agreement, Board approval may be by Board ratification/approval of a purchase order or warrant listing in the Board's consent calendar. To facilitate reimbursement of expenses, the Associate Superintendent may use a District credit card.

12. Evaluation. The Superintendent shall at least annually evaluate the performance of the Associate Superintendent and the working relationship between the Superintendent and the Associate Superintendent and discuss that evaluation with the Associate Superintendent. Performance evaluations shall be based on the position description for the Associate Superintendent and upon specified goals and objectives. Performance goals and objectives shall be reduced to writing and shall be based upon the duties and responsibilities set forth in this Agreement and any other reasonable, specified goals and objectives appropriate for the position, as determined by the Superintendent in consultation with the Associate Superintendent. On or before June 30, the parties shall meet to establish performance goals and objectives for the next succeeding school year. These goals and objectives may be amended during the school year.

The annual written evaluation of the Associate Superintendent shall be completed and delivered to the Associate Superintendent by July 31 and discussed with the Associate Superintendent prior to August 31.

The evaluation format shall provide for a rating system such that the Superintendent can at least indicate whether the performance of the Associate Superintendent is fully satisfactory, adequate, needs improvement or unsatisfactory. A rating of "fully satisfactory" is required for any increase in compensation for the next school year, all other articles of this contract not withstanding.

In the event the Superintendent determines that the performance of the Associate Superintendent is less than fully satisfactory, the Superintendent shall describe in writing

the areas of less than satisfactory performance. The evaluation shall include recommendations for improvement in all areas where the Superintendent deems the performance of the Associate Superintendent to be in need of improvement.

The Associate Superintendent may provide a written or oral response to the evaluation.

A written evaluation of the Associate Superintendent shall not be a condition precedent to termination of this Agreement and the employment of the Associate Superintendent under provisions described below.

13. Termination of Employment Agreement. This Agreement may be terminated in any of the following ways:

(a) Mutual Agreement. This Agreement may be terminated at any time by mutual written agreement between the parties.

(b) Disability of the Associate Superintendent. In the event of disability of the Associate Superintendent by sickness or other incapacity, after the Associate Superintendent's sick leave has been exhausted, compensation shall be reinstated after the Associated Superintendent has returned to employment and undertaken the full discharge of his duties.

If a question exists concerning the capacity of the Associate Superintendent to return to his duties, the District may require the Associate Superintendent to submit to an examination, to be performed by a licensed physician. The Superintendent and the Associate Superintendent shall mutually agree upon the licensed physician who shall conduct the examination. If mutual agreement is not arrived at within five (5) days, the choice of physician(s) shall be made by the Yolo County Medical Officer. The physician

shall limit his/her report to the issue of whether or not the Associate Superintendent has a continuing disability which prohibits him from performing his duties.

(c) Termination for Cause. The Board may terminate, upon written notice stipulating the cause, this Agreement and the employment of the Associate Superintendent in the event of (1) the Associate Superintendent's material breach of this Agreement; (2) failure by the Associate Superintendent to substantially perform his duties and responsibilities set forth in this Agreement; (3) commission of an act or series of acts which would justify dismissal of a tenured teacher as set forth in the Education Code; or (4) commission of an act or series of acts during the life of the contract which the Associate Superintendent would have reasonably known would violate the District's board policy and/or substantial administrative procedure(s). In the event of such termination, the Associate Superintendent shall be entitled to his normal compensation for twenty workdays.

(d) Early Termination by Board. For any reason (i.e., without "cause") the Board may at any time terminate this Agreement, including, at the Board's option, the elimination of the Associate Superintendent office and/or position and/or the Associate Superintendent's employment by the District. Notice of termination shall be deemed effective no sooner than three months after the date the written notice was delivered to the Associate Superintendent by the Board of Trustees to be irrevocable in the absence of written consent by the Associate Superintendent, and the termination shall be deemed effective on the date indicated by the Board of Trustees. If the Superintendent determines that it is in the District's best interest that the Associate Superintendent no longer perform his duties, the Superintendent may elect to place him on paid administrative leave for this three month period.

Contract between Davis Joint Unified School District and Bruce E. Colby
Page 10 of 14

In consideration for exercise of this right of the Board to terminate this contract with the Associate Superintendent without cause, the District shall pay to the Associate Superintendent monthly sums equal to the difference between the gross monthly salary of the Associate Superintendent described above at the salary rate in effect during his last month of service and the amount which the Associate Superintendent earns for services rendered elsewhere in regular employment subsequent to the effective date of termination for a period of twelve (12) calendar months following the effective date of termination or the ending date of this contract, whichever comes first. If the term remaining on the contract is less than twelve (12) calendar months, the Associate Superintendent shall not receive payment(s) for more than the number of months remaining in the contract term.

“Regular employment,” for purposes of this contract, shall also include functioning as an administrator for a single public agency for a time period of two continuous months or more, even if the public agency designates that position as a consultant or as an independent contractor. Upon the commencement of the third continuous month of employment, the Associate Superintendent shall pay to the District and the Board shall accept the amount the Associate Superintendent received for the first two months of employment, not to exceed the amount the District paid the Associate Superintendent for those two months. In the alternative, the District has the option to deduct from future payments the amount owed by the Associate Superintendent for the first two months of continuous employment.

The maximum amount owing hereunder shall be the difference between twelve months of salary at the salary rate in effect during the last month of service of the Associate Superintendent prior to termination and the amount, if any, which the Associate Superintendent earns through the regular employment of the Associate

Contract between Davis Joint Unified School District and Bruce E. Colby
Page 11 of 14

Superintendent subsequent to the termination during the length of time (maximum twelve months) involved in this contract section.

It is understood that for the purpose of calculating the amount of difference in salaries, only the amount earned by the Associate Superintendent in his capacity of a regular employee will be considered. It is understood that the Associate Superintendent may provide consulting services for compensation during this period. This compensation received by the Associate Superintendent as a consultant outside of regular employment and/or income to the Associate Superintendent from other sources shall not be used in calculating the difference between the salary of the Associate Superintendent at the time of termination and the amounts earned by the Associate Superintendent in a subsequent assignment.

As a condition of payment by the District during the time period affected by this section "d," the Associate Superintendent shall file with the District not later than the last day of each month of that time period a written statement listing the amount of the earnings from "regular employment" of the Associate Superintendent for that month. Failure to file such statement by the time required for each month shall constitute a waiver of and release of the District from any obligation of payment to the Associate Superintendent for that month.

The Associate Superintendent shall continue to receive District health benefits for the period of time of twelve calendar months, for the time between the termination date and the end of this contract term, or until subsequent employment, whichever occurs first. If benefit coverage is less in subsequent employment, the District shall continue to pay net additional cost of benefits for the twelve-month period or the ending date of this contract, whichever comes first. If the term remaining on the contract is less than twelve

(12) calendar months, the Associate Superintendent shall not receive benefits for more than the number of months remaining in the contract term.

The parties hereto agree that the above payment shall fully satisfy and discharge any and all claims, rights, and causes of action of the Associate Superintendent against the District, its officers, employees, and agents arising under the terms of this Agreement, board policies, administrative regulations of the District and/or the laws of the State of California.

A decision not to reelect/reemploy the Associate Superintendent at the expiration of his term under this Agreement shall not be governed by the provisions of this paragraph. Such a decision shall be determined and implemented in compliance with Education Code section 35031.

(e) Unilateral Termination by the Associate Superintendent. The Associate Superintendent may at his option unilaterally terminate this Agreement with no liability or damages if the Associate Superintendent notifies the Superintendent in writing at least 60 calendar days prior to termination that he is exercising this unilateral termination provision.

The Associate Superintendent and the Superintendent agree that if this unilateral termination provision is exercised without the above-described notice by the Associate Superintendent, the District will suffer damages which are difficult to calculate. If the Associate Superintendent does not provide the above-described written notice, as full liquidation of the District's damages, the Associate Superintendent shall pay to the District and the Board shall accept an amount equal to two months salary.

Contract between Davis Joint Unified School District and Bruce E. Colby
Page 13 of 14

14. Amendment, Extension, or Renewal. This Agreement may be amended, extended, or otherwise renewed by mutual written agreement between the parties in accordance with Education Code section 35031.

15. Other Laws, Rules, and Regulations. This Agreement is subject to all applicable laws of the State of California and to the lawful rules and regulations of the State Board of Education of California and the Board of Trustees of the District. Said laws, rules, and regulations are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

16. Severability. If a provision of this contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

17. Indemnification. The District agrees that it shall defend, hold harmless, and indemnify the Associate Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Associate Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident or omission arose while the Associate Superintendent was acting within the scope of his employment and excluding criminal litigation, and as such liability coverage is within the authority of the Board to provide under state law. Except that in no case will individual Board members be considered personally liable to defend, hold harmless and indemnify the Associate Superintendent against such demands, claims, suits, actions and legal proceedings.

18. Notice. Notice by the Board of Trustees pursuant to the provisions of this Agreement and law shall be deemed served either on the day on which it is personally

Contract between Davis Joint Unified School District and Bruce E. Colby
Page 14 of 14

served upon the Associate Superintendent or on the date on which it is deposited in the United States Mail, postage prepaid, and addressed as follows:

Bruce E. Colby,
1025 Fordham Drive
Davis, California 95616

This Agreement is the full and complete agreement between the parties hereto and the Associate Superintendent and it can be changed and modified only by a writing signed by all parties to this Agreement.

Date: _____

BOARD OF TRUSTEES
DAVIS JOINT UNIFIED SCHOOL
DISTRICT

ASSOCIATE SUPERINTENDENT
OF BUSINESS SERVICES

By: _____
Alan Fernandes, President

By: _____
Bruce E. Colby

By: _____
Tom Adams, Board Trustee

By: _____
Barbara Archer, Board Trustee

By: _____
Susan Lovenburg, Board Trustee

By: _____
Madhavi Sunder, Board Trustee