

**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 "Chief Business and Operations Officer").

The District hereby employs Bruce E. Colby as Chief Business and Operations Officer 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, 2018, and ends June 30, 2022. 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)].

2. Salary. The Chief Business and Operations Officer base annual salary commencing July 1, 2016 shall be Two Hundred Thousand dollars (\$200,000), prorated for less than one (1) 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

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according to a four (4) step salary schedule which provides 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.

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 Chief Business and Operations Officer. 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 Chief Business and Operations Officer shall be reduced by a corresponding equivalent percentage for the same period as the reduction in total compensation for certificated employees.

3. Duties. The Chief Business and Operations Officer shall perform the duties of this office as prescribed by law, as prescribed in any position description of the Chief Business and Operations Officer 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 Chief Business and Operations Officer 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 Chief Business and Operations Officer 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 Business matters, operations matters, and related District programs; and (d) through the Superintendent, advise the Board about Business matters, operations matters, and related matters, as appropriate.

4. Work Year and Vacation. The Chief Business and Operations Officer shall render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement. In addition, the Chief Business and Operations Officer shall be entitled to twenty-five (25) 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. At the Chief Business and Operations Officer's election, the District shall buy-back up to a maximum of five (5) vacation days per year. In the event of termination of this Agreement, Chief Business and Operations Officer 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, the Chief Business and Operations Officer shall only receive compensation for that number of days proportional to those served during the year. If the Chief Business and Operations Officer has taken in excess of that proportion, he shall reimburse the District for the excess leave

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taken. The daily rate of pay for the Chief Business and Operations Officer shall be computed by dividing the annual salary by 225.

Except in cases of illness or personal emergency, the Chief Business and Operations Officer 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 Chief Business and Operations Officer shall inform the Superintendent as soon as possible.

5. Professional Activities. The Chief Business and Operations Officer 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 Chief Business and Operations Officer shall select such activities, subject to the approval of the Superintendent. For activities approved by the Superintendent, the District shall reimburse the Chief Business and Operations Officer for all reasonable expenses incurred in connection with these activities; provided, however, membership in organizations for which the District will reimburse the Chief Business and Operations Officer shall be limited to three (3) 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 Chief Business and Operations Officer shall be entitled to reasonable education program opportunities as determined annually by mutual written agreement of the Superintendent

and the Chief Business and Operations Officer 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 Chief Business and Operations Officer 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 Chief Business and Operations Officer shall devote his time and energy to the performance of the duties and responsibilities of the Chief Business and Operations Officer 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 a written recommendation and approved in advance by the Board of Trustees, or except as otherwise provided herein below, while the Chief Business and Operations Officer is an employee of the District, the Chief Business and Operations Officer 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 Chief Business and Operations Officer's duties to the District less efficient.

Further, if the Chief Business and Operations Officer is granted permission for outside work for compensation, he shall not employ other employees of the District in enterprises outside of District employment.

The Chief Business and Operations Officer understands and agrees that this employment agreement is subject to all applicable District policies, administrative procedures and regulations,

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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 Chief Business and Operations Officer 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 Chief Business and Operations Officer shall be provided any early retirement benefits on the same terms and conditions available to management team members.

9. Sick Leave. The Chief Business and Operations Officer shall be entitled to twelve (12) workdays of paid sick leave per year, cumulative indefinitely. Where only a portion of any school year is served by the Chief Business and Operations Officer, the sick leave shall be prorated. Unless approved by the Superintendent, the Chief Business and Operations Officer 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 Chief Business and Operations Officer for illness or injury which is not covered by earned and accrued sick leave, other paid 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. On or about July 31 of each year of this Agreement, the Chief Business and Operations Officer shall receive an annual payment of Two Thousand Five Hundred Dollars (\$2,500.00) to compensate for use of his own vehicle for within District travel.

Reimbursement for travel outside of the District will be paid in accordance with District policies and regulations.

11. Other Expenses. The District shall reimburse the Chief Business and Operations Officer for all other actual, reasonable, and necessary expenses incurred by the Chief Business and Operations Officer 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 Chief Business and Operations Officer may use a District credit card.

12. Evaluation. The Superintendent shall at least annually evaluate the performance of the Chief Business and Operations Officer and the working relationship between the Superintendent and the Chief Business and Operations Officer and discuss that evaluation with the Chief Business and Operations Officer. Performance evaluations shall be based on the position description for the Chief Business and Operations Officer 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 Chief Business and Operations Officer. 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 Chief Business and Operations Officer shall be completed and delivered to the Chief Business and Operations Officer by July 31 and discussed with the Chief Business and Operations Officer 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 Chief Business and Operations Officer 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 notwithstanding.

In the event the Superintendent determines that the performance of the Chief Business and Operations Officer 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 Chief Business and Operations Officer to be in need of improvement.

The Chief Business and Operations Officer may provide a written or oral response to the evaluation.

A written evaluation of the Chief Business and Operations Officer shall not be a condition precedent to termination of this Agreement and the employment of the Chief Business and Operations Officer under provisions described below.

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

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

(b) Disability of the Chief Business and Operations Officer. In accordance with paragraph (d) below, the Chief Business and Operations Officer may be removed from his position by the Board should he be unable to serve in his position due to physical and/or mental condition, in the opinion of the Board, and with the written evaluation by a licensed physician selected by the Board, which establishes the Chief Business and Operations Officer's inability to further serve or to be unable to serve for a substantial period of time, generally six (6) months.

(c) Termination for Cause. The Board may terminate, upon written notice stipulating the cause, this Agreement and the employment of the Chief Business and Operations Officer in the event of (1) the Chief Business and Operations Officer's material breach of this Agreement; (2) failure by the Chief Business and Operations Officer 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 Chief Business and Operations Officer would have reasonably known would violate the District's board policy, regulation and/or administrative procedure(s). In the event of such termination, the Chief Business and Operations Officer shall be entitled to his normal compensation for twenty (20) 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 Chief Business and Operations Officer's office and/or position, and/or the Chief Business and Operations Officer's employment by the District. Notice of termination shall be deemed effective no sooner than three (3) months after the date the written notice was delivered to the Chief Business and Operations Officer by the Board of Trustees to be irrevocable in the absence of written consent by the Chief Business and Operations Officer, 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 Chief Business and Operations Officer no longer perform his duties, the Superintendent may elect to place him on paid administrative leave for this three (3) month period.

In consideration for exercise of this right of the Board to terminate this contract with the Chief Business and Operations Officer without cause, the District shall pay to the Chief Business and Operations Officer monthly sums equal to the difference between the gross monthly salary of the Chief Business and Operations Officer described above at the salary rate in effect during his last month of service and the amount which the Chief Business and Operations Officer 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 Chief Business and Operations Officer 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 (2) 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 Chief Business and Operations Officer shall pay to the District and the Board shall accept the amount the Chief Business and Operations Officer received for the first two (2) months of employment, not to exceed the amount the District paid the for those two (2) months. In the alternative, the District has the option to deduct from future payments the amount owed by the Chief Business and Operations Officer for the first two (2) months of continuous employment.

The maximum amount owing hereunder shall be the difference between twelve (12) months of salary at the salary rate in effect during the last month of service of the Chief Business and Operations Officer prior to termination and the amount, if any, which the Chief Business and Operations Officer earns through the regular employment of the Chief Business and Operations Officer 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 Chief Business and Operations Officer in his capacity of a regular employee will be considered. It is understood that the Chief Business and Operations Officer may provide consulting services for compensation during the time period set forth in this section (d). This compensation received by the as a consultant outside of regular employment and/or income to the Chief Business and Operations Officer from other sources shall not be used in calculating the difference between the salary of the Chief Business and Operations Officer at the time of termination and the amounts earned by the Chief Business and Operations Officer in a subsequent assignment.

As a condition of payment by the District during the time period affected by this section (d), the Chief Business and Operations Officer 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 Chief Business and Operations Officer 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 Chief Business and Operations Officer for that month.

The Chief Business and Operations Officer shall continue to receive District health benefits for the period of time of twelve (12) 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 Chief Business and Operations Officer 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/or causes of action of the Chief Business and Operations Officer against the District, its officers, employees, and/or agents arising under the terms of this Agreement, board policies, and/or administrative regulations of the District and/or the laws of the State of California.

A decision not to reelect/reemploy the Chief Business and Operations Officer 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 Chief Business and Operations Officer. The Chief Business and Operations Officer may at his option unilaterally terminate this Agreement with no liability or damages if the Chief Business and Operations Officer notifies the Superintendent in writing at least sixty (60) calendar days prior to termination that he is exercising this unilateral termination provision.

The Chief Business and Operations Officer and the Superintendent agree that if this unilateral termination provision is exercised without the above-described notice by the Chief

Business and Operations Officer, the District will suffer damages which are difficult to calculate. If the Chief Business and Operations Officer does not provide the above-described written notice, as full liquidation of the District's damages, the Chief Business and Operations Officer shall pay to the District and the Board shall accept an amount equal to two (2) month's salary.

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

This Agreement has been reviewed by legal counsel and the provisions of Government Code Chapter 10.1 (automatic extension) and Government Code sections 53243, 53243.1 and 53243.3 (crime relating to abuse of office or position) have been found not to apply based upon the terms of the Agreement.

In the event the term of this Agreement is interpreted by a court to have been automatically extended, any compensation increase provided for that year shall not exceed the limit established by Government Code sections 3511.1 and 3511.2.

This Agreement does not provide for any paid leave of absence or for payment of a legal defense if the Chief Business and Operations Officer is charged by criminal complaint, information, or indictment for commission of any crime. If the Chief Business and Operations Officer is otherwise granted a paid leave of absence and/or provided a legal defense by the District on any other basis and is later convicted of a crime involving abuse of office or position, Chief Business and Operations Officer shall reimburse the District for all salary paid during such leave

and also reimburse the District for any costs of legal defense. (Government Code sections 53243, 53243.1, 53243.3.)

If the Chief Business and Operations Officer is convicted of any crime involving abuse of his position, the Chief Business and Operations Officer shall reimburse the District for the full amount of any cash settlement provided by the Board as part of a termination agreement (Government Code sections 53243.2, 53243.4).

15. 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.

16. Indemnification. The District agrees that it shall defend, hold harmless, and indemnify the Chief Business and Operations Officer from any and all demands, claims, suits, actions and legal proceedings brought against the Chief Business and Operations Officer in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident or omission arose while the Chief Business and Operations Officer was acting within the scope of his employment and excluding criminal litigation, or other intentional, illegal acts, 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 Chief Business and Operations Officer against such demands, claims, suits, actions and legal proceedings.

17. 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 served upon the Chief Business and Operations Officer or on the date on which it is deposited in the United States Mail, postage prepaid, and addressed as follows:

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Bruce E. Colby
1025 Fordham Drive
Davis, California 95616

18. This Agreement is the full and complete agreement between the parties hereto and the Chief Business and Operations Officer. It can be changed and modified only by a writing signed by all parties to this Agreement.

Date: December 21, 2017

BOARD OF TRUSTEES DAVIS
JOINT UNIFIED SCHOOL DISTRICT

CHIEF BUSINESS AND OPERATIONS OFFICER

By: _____
Tom Adams, President

By: _____
Bruce E. Colby

By: _____
Bob Poppenga, Vice President/Clerk

By: _____
Barbara Archer, Board Trustee

By: _____
Alan Fernandes, Board Trustee

By: _____
Madhavi Sunder, Board Trustee