

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
FIRST AMENDMENT TO SUPERINTENDENT EMPLOYMENT AGREEMENT**

The Governing Board of the West Contra Costa Unified School District (“District” or “Board”) and Matthew Duffy (“Superintendent”), collectively referred to as “the Parties,” enter into this First Amendment to the Superintendent Employment Agreement (“First Amendment”) on this 27th day of June 2018, based on the following:

RECITALS

WHEREAS, the Parties entered into a “Superintendent Employment Agreement” (“Agreement”) effective July 1, 2016, for a term expiring June 30, 2019 unless extended; and

WHEREAS, the Agreement provides pursuant to Section 9 (Evaluation) that if the Board provides Superintendent with an evaluation rating of “Above Satisfactory” or higher, the Agreement will be extended for an additional year subject to the mutual agreement of Superintendent; and

WHEREAS, On June 14, 2018, Superintendent received an evaluation rating of “Above Satisfactory”; and

WHEREAS, the Parties wish to extend the Agreement by two years, rather than by one year as set forth in Section 9; and

WHEREAS, the Agreement provides pursuant to Section 4 (Compensation) that Superintendent will be eligible for salary adjustment at a rate equal to the percentage rate awarded to other District certificated management employees contingent on Superintendent’s receipt of at least an “Above Satisfactory” evaluation; and

WHEREAS, District’s other certificated management employees received a 2 percent raise effective on July 1, 2017; and

WHEREAS, Superintendent has met the aforementioned condition to become eligible for salary adjustment; and

WHEREAS, the Parties wish to modify and amend the Agreement effective July 1, 2018, and contingent on approval by the Board in open session during a regular school board meeting as follows:

TERMS

1. The above recitals are true and correct.
2. The effective date of this First Amendment shall be July 1, 2018.
3. Section 2 of the Agreement (Term) is hereby revised to state in its entirety:

“The District hereby employs the Superintendent for a period of three (3) years, beginning on July 1, 2018, and terminating on June 30, 2021, unless this Agreement is terminated earlier or extended as provided by the terms of this Agreement and/or as required by law.”

4. Section 4, subsection (a) of the Agreement (Salary) is amended to list an annual base salary of \$265,200, which shall apply retroactive to July 1, 2017.
3. The Agreement and this First Amendment to the Agreement constitute the entire understanding and agreement between the Parties, and no addition to, or modification of, any term or provision of these three Agreements shall be effective unless it is set forth in writing, signed by the Parties, and is duly approved by the Board of Education.

SUPERINTENDENT

Matthew Duffy

Date

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Valerie Cuevas, Board President

Date

I, the Clerk of Board of Trustees of the West Contra Costa Unified School District do hereby certify that the foregoing resolution was regularly introduced, passed and adopted by the Board of Trustees at its meeting held on June 27, 2018.

Mister Phillips, Board Clerk
West Contra Costa Unified School District
Contra Costa County, California