



MT. DIABLO UNIFIED SCHOOL DISTRICT RECEIVED

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SUPERINTENDENT
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Amendment to Employment Agreement for the Position of Chief Business Officer

This Amendment to Employment Agreement, dated for convenience 28th day of October 2024, by and between the Governing Board of the Mt. Diablo Unified School District of Contra Costa County, State of California, a public school district, hereinafter called "District," and Adrian Vargas, hereinafter called "Chief Business Officer," collectively referred to as "the Parties."

WHEREAS, the Parties entered into an Employment Agreement on or about June 26, 2024 (the "Agreement"); and

WHEREAS, Parties desire to amend the Agreement to clarify terms and conditions.

NOW, THEREFORE, in consideration of the foregoing terms and conditions set forth herein, the Parties hereto agree as follows:

A. Section 3: Subsection a. is deleted in its entirety and replaced with: Salary and Work Year: The annual base salary of the Chief Business Officer shall be two hundred and thirty-five thousand four hundred forty dollars (\$235,440). Said salary, less deductions, shall be paid to him once every month not later than the last business day of the month. The Governing Board reserves the right to increase the Chief Business Officer's salary at any time pursuant to Education Code § 35032. An increase pursuant to § 35032 shall not be considered as a new Agreement or as an extension of the term of employment under this Agreement. Within sixty (60) days of any increase to the management salary schedule, or the Diablo Management Association salary schedule, the Governing Board shall meet and consider applying an equal or greater percentage to the Chief Business Officer's salary schedule. Any increase in compensation shall be considered and approved in open session at a regularly scheduled Governing Board meeting before such an increase may occur. The CBO work year shall be two hundred and nineteen (219) days. To determine the CBO's daily rate, the CBO's annual base salary shall be divided by his work days. The CBO may choose to work five (5) additional days each year of this agreement and be paid at his current daily rate with all necessary contributions being deducted. Any work days worked beyond these five (5) additional days shall be approved by the Superintendent.

B. Section 3 is revised to add a subsection e. as follows: Waiver of Education Code § 45197: The Chief Business Officer acknowledges and understands that this Agreement specifies a positive work year and therefore any day not designated as a workday on Chief Business Officer's approved work calendar shall not be a day of paid service unless expressly approved by the Superintendent or designee, in advance. Further, Chief Business Officer understands that Chief Business Officer shall not accrue or be entitled to any paid vacation days under Education Code § 45197, or any other provision of law, and Employee expressly waives the application of Education Code § 45197 to the period of employment covered by the Agreement.


IN WITNESS THEREOF, the Parties hereto have executed this Agreement the day, month, and year first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Erin McFerrin, President Date

 _____ 11/5/24
Adam Clark, Superintendent Date

CHIEF BUSINESS OFFICER

 _____ 11/5/24
Adrian Vargas Date