

**SECOND AMENDMENT TO THE
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
AGREEMENT FOR EMPLOYMENT OF SUPERINTENDENT**

THIS SECOND AMENDMENT is made by and between the Governing Board of the Mountain View Whisman School District (the "Board") and Dr. Ayinde Rudolph ("Superintendent"). The Board and Superintendent shall be collectively referred to herein as the "Parties."

WHEREAS, on or about July 1, 2019, the Board and the Superintendent entered into an Agreement for Employment of Superintendent ("Employment Agreement").

NOW, THEREFORE, the Board and Superintendent mutually agree as follows:

1. Term. Section 1 of the Employment Agreement is amended and replaced with the following:

"Board hereby employs Superintendent for a term commencing July 1, 2021, and ending June 30, 2025, subject to the terms and conditions as set forth below. Subject to an overall satisfactory evaluation, as described in this Agreement, the Agreement shall be extended for an additional year so long as the term of this Agreement does not at any time exceed four (4) years and so long as there is no automatic increase in the level of compensation, pursuant to this Agreement, that exceeds a cost-of-living adjustment in accordance with Government Code section 3511.2. Board action to extend for an additional year shall be taken during the open session of a regularly scheduled Board meeting."

2. Annual Salary. The following provisions shall be added to Section 4 (Annual Salary) of the Employment Agreement:

2021-2022 Annual Salary. Effective July 1, 2021, the Superintendent's current annual salary for the 2020-2021 school year shall be increased by four percent (4%).

Effective July 1, 2021, the Board shall contribute annually an amount equal to four percent (4%) of the Superintendent's base salary, payable monthly, in the name of the Superintendent, to an IRS section 403(b) Tax Sheltered Annuity plan, or other lawful and appropriate annuity or retirement account or plan, selected by the Superintendent. The Superintendent shall be solely responsible for making decisions relative to an appropriate account or plan. The District's duties in this paragraph shall be ministerial in nature and shall consist solely of the obligation to make the payments as specified in this paragraph. The Superintendent shall be solely responsible for any and all tax, retirement and other consequences of all decisions made regarding this benefit.

3. Fringe Benefits. The following provisions of subdivision 5.e. (Fringe Benefits) of the Employment Agreement shall be amended and superseded as follows:

- e. Primary Residence Loan.** Superintendent may request a loan from the District in an amount not to exceed One Million Six Hundred Thousand

Dollars (\$1,600,000.00) for the purchase of a primary residence for Superintendent and his family ("District Loan"), contingent upon the following terms and conditions:

- i. Location of Residence. Any residence purchased by the Superintendent with proceeds from the District Loan shall be located either within the boundaries of the District or within communities adjacent to Mountain View.
- ii. Loan Security Documentation. Superintendent shall execute and comply with the terms of any and all necessary documentation to secure the District Loan, including a Promissory Note and Deed of Trust substantially similar in form to that attached hereto as **Exhibit A**.
- iv. Shared Appreciation. In consideration of the District's issuance of the District Loan, and subject to the specific provisions of the Promissory Note and Deed of Trust, the Parties agree that upon full payment of the District Loan or sale of the residence, the Parties shall share any appreciation in the value of the property, less brokerage and closing costs and fees, as follows:

<u>PROPERTY SOLD BETWEEN (YEAR)</u>	<u>BORROWER'S SHARE</u>	<u>LENDER'S SHARE</u>
JULY 1, 2021 – JUNE 30, 2025	60%	40%
JULY 1, 2026 – JUNE 30, 2031	80%	20%
JULY 1, 2031 - ON	100%	0%

- 4. Effect of Amendment. Except to the extent the Employment Agreement is modified by this Second Amendment, the remaining terms and conditions of the Employment Agreement and First Amendment shall remain unmodified and in full force and effect. In the event of conflict between the terms and conditions of the Employment Agreement and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall prevail and control.

IN WITNESS WHEREOF, the Governing Board of the Mountain View Whisman School District and Superintendent have approved this Amendment.

Date: June 11, 2021

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Board President

SUPERINTENDENT

Dr. Ayindé Rudolph

EXHIBIT "A"

FORM OF PROMISSORY NOTE AND DEED OF TRUST