

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

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

WHEREAS, the current Agreement for Employment of Superintendent ("Employment Agreement") expires on June 30, 2025;

WHEREAS, pursuant to the Employment Agreement the Parties wish to amend it, in writing, as set forth herein to address a new term, total compensation (salary and fringe benefits) and professional development issues.

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

1. The following provision shall replace Section 1 (Term) in the Employment Agreement and subsequent amendments:

"Board hereby employs Superintendent for a term commencing July 1, 2024, and ending June 30, 2028, 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. The following provisions shall replace Section 4 (Annual Salary) in the Employment Agreement and subsequent amendments:

2024-2025 Annual Salary. Effective July 1, 2024, the Superintendent's current annual salary shall be increased by five percent (5%).

2025-2026 Annual Salary. Effective July 1, 2025, and subject to a satisfactory evaluation during the 2024-2025 contract year, the Superintendent's 2024-2025 annual salary shall be increased by five percent (5%).

2026-2027 Annual Salary. Effective July 1, 2026, and subject to a satisfactory evaluation during the 2025-2026 contract year, the Superintendent's 2025-2026 annual salary shall be increased by four percent (4%).

Salary Increment Steps. In addition to the percentage increases above, each year, the Superintendent shall advance one step increment each contract year (beginning on July 1, 2024). One step increment shall be equal to 3% of the Superintendent's salary during the prior contract year.

November 2024 Parcel Tax. If the November 2024 parcel tax is not approved by the voters, then the Board and Superintendent agree to reopen Annual Salary for the second and third years (2025-2026 and 2026-2027) to explore, discuss and negotiate adjustments, amendments and options relative to total compensation.

Annuity. 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. The following section 5.e.vi shall be inserted immediately after section 5.e.v (Fringe Benefits/Primary Residence Loan) in the Employment Agreement:

vi. **Substitution of Collateral.** Following consummation of a District Loan for acquisition of a primary residence, Superintendent may seek to acquire a new primary residence. Upon reasonable request by the Superintendent, the Board shall approve a substitution of the collateral (the initial primary residence) for the District Loan with a deed of trust on the new primary residence if the Superintendent acquires such new primary residence concurrently with the closing of such acquisition. The subsequent primary residence shall also meet the conditions set forth in Section e.5.i (Location of Residence), and the purchase price for the new primary residence shall be equal to or greater than the purchase price of the initial primary residence. Prior to finalizing the collateral substitution, the Parties shall cooperate to: (1) calibrate any shared appreciation resulting from the sale of the first primary residence; and (2) prepare, amend and/or execute any and all necessary documentation to secure the District Loan with the new collateral, including a new and/or amended Promissory Note and Deed of Trust.

4. The following provision shall replace section 6.b (Professional Membership Fees) in the Employment Agreement:

b. **Professional Membership Fees.** The Board agrees to pay Superintendent's annual professional membership fees to belong to the Association of California School Administrators (ACSA), the International Society for Technology in Education (ISTE), the Association for Supervision and Curriculum Development (ASCD), Digital Promise, and other mutually agreed upon organizations.

5. The following provision shall replace section 6.d (Professional Development, Conferences and Meetings) in the Employment Agreement:

d. **Professional Development, Conferences and Meetings.** The Board supports the concept of life-long learning and encourages the professional growth of the Superintendent through attendance at professional conferences, seminars, and meetings at local and state levels. The Superintendent is encouraged to attend, without prior Board approval, professional development opportunities provided by the organizations referenced in section 6.b. above. Prior approval of Board shall be obtained when the Superintendent attends a function outside the state that is not provided by the organizations referenced in section 6.b. above. To the extent authorized by law, the District shall pay reasonable expenses related to attendance at all such meetings, including mileage or other travel expenses, as set forth above.

6. In the event of conflict between the terms and conditions of the Employment Agreement and prior amendments and the terms and conditions of this Fourth Amendment, the terms and conditions of this Fourth Amendment shall prevail and control.

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

Date: June __, 2024

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Board President

SUPERINTENDENT

Dr. Ayindé Rudolph

THIS FOURTH AMENDMENT WAS APPROVED BY THE GOVERNING BOARD AT ITS MEETING ON JUNE __, 2024.