

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

THIS FIRST AMENDMENT is made by and between the Governing Board of the Mountain View Whisman School District (the "Board") and Dr. Ayindé 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 that certain Agreement for Employment of Superintendent ("Employment Agreement"); and

WHEREAS, the Parties acknowledge and agree that housing prices in the greater Mountain View area significantly limit the Superintendent's ability to reside within a reasonable distance of the Mountain View Whisman School District ("District") boundaries; and

WHEREAS, in order to enable the Superintendent to purchase a primary residence within or adjacent to the District, the Board desires to provide Superintendent and Superintendent agrees to accept a loan on the terms and conditions set forth below.

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

1. Term. Section 1 of the Employment Agreement is amended as follows:

"Board hereby employs Superintendent for a term commencing July 1, 2020, and ending June 30, 2024, 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; provided, however, that there shall be no salary increase for the 2020-2021 fiscal year. Board action to extend for an additional year shall be taken during the open session of a regularly scheduled Board meeting."

2. Fringe Benefits. The following additional provisions shall be added as subdivision 5.e. to Section 5 (Fringe Benefits) of the Employment Agreement:

e. Primary Residence Loan. Superintendent may request a loan from the District in an amount not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000.00) 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 directly 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**.

- iii. Taxes, Assessments and Upkeep. Superintendent understands and agrees that the District Loan shall be used solely for the purchase price of a primary residence, including related costs and fees customary in the industry. Superintendent further understands that he shall be solely responsible for and timely pay any and all property taxes, assessments, utilities, insurance, homeowner’s fees and other costs and expenses associated with maintenance and upkeep of the residence.
- 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, 2020 – JUNE 30, 2024	60%	40%
JULY 1, 2024 – JUNE 30, 2030	80%	20%
JULY 1, 2030 - ON	100%	0%

- v. Sale upon Cessation of Employment. Superintendent agrees that no later than 180 days following cessation of Superintendent’s employment under the Employment Agreement, the unpaid balance of the District Loan shall immediately be due and payable to the District.

3. Effect of Amendment. Except to the extent the Employment Agreement is modified by this Amendment, the remaining terms and conditions of the Employment Agreement 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 Amendment, the terms and conditions of this 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: _____, 2020

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Board President

Member

Vice President

Member

Clerk

SUPERINTENDENT

Dr. Ayindé Rudolph

EXHIBIT "A"

FORM OF PROMISSORY NOTE AND DEED OF TRUST