

**MILPITAS UNIFIED SCHOOL DISTRICT
SANTA CLARA COUNTY, CALIFORNIA
FIRST AMENDMENT TO THE
CONTRACT OF EMPLOYMENT FOR DISTRICT SUPERINTENDENT**

The Governing Board of the Milpitas Unified School District ("District" or "Board") and Cheryl Jordan ("Superintendent"), collectively referred to as "the Parties," enter into this First Amendment to the Contract of Employment for District Superintendent ("First Amendment") on this 13th day of June, 2017, based on the following:

RECITALS

WHEREAS, the Parties entered into a "Contract of Employment for District Superintendent" ("Contract") on February 14, 2017;

WHEREAS, the Parties wish to modify and amend the Contract effective upon the execution of this First Amendment and approval by the Board in open session during a regular school board meeting in order to extend the Contract term, increase the Superintendent's compensation, and provide the Superintendent with a coach/mentor;

WHEREAS, the existing Contract term ends June 30, 2018, unless an amendment to the Contract is made after the Superintendent receives a satisfactory evaluation by the Board in June 2017.

WHEREAS, Paragraph 2 of the Contract authorizes the Board to grant the Superintendent the same compensation increase granted to the District's management personnel;

WHEREAS, at the school board meeting on May 9, 2017, the Board approved an increase in compensation applicable to the District's management personnel, including members of the Milpitas Management Association ("MMA") (Exhibit A);

WHEREAS, the Parties wish to continue to support the Superintendent in her role by providing her with the services of a coach/mentor, who shall be identified by the Superintendent;

AGREEMENT AND AMENDMENTS TO THE CONTRACT

1. The Parties agree the recitals above are accurate.
2. The Parties agree to make the following amendments to the Contract.
3. Paragraph 1 of the Contract shall be revised to read as follows:

TERM: The Board and Superintendent hereby agree to employ Cheryl Jordan as Superintendent of the Milpitas Unified School District for a term of ~~one and a half years (1.5) years (i.e., eighteen [18] months)~~ commencing January 1, 2017 and ending June 30, 2018, subject to the terms and conditions set forth below. ~~The Board will consider an extension to this contract as part of the evaluation of the Superintendent to be completed in June, 2017 pursuant to paragraph 9 of this contract. Upon receipt~~

~~of a satisfactory evaluation at that time, the Board may extend this Agreement by two years to create a new contract term of three (3) years commencing July 1, 2017 and ending June 30, 19202020, by a written amendment pursuant to section 12 of this contract ratified at a public meeting-, unless terminated earlier or extended as provided by the terms of this contract and/or as required by law.~~

4. Paragraph 2 of the Contract shall be revised to read as follows:

COMPENSATION:

- (a) Base Salary: The annual base salary of the Superintendent ~~for the 2016-2017 school year, effective January July 1, 2016, shall be two hundred fifteen thousand and nine hundred twenty nine dollars (\$215,929) two hundred twenty thousand and two hundred forty eight dollars (\$220,248), payable in twelve (12) equal monthly payments. As to 2016-2017 only, the Superintendent shall also receive a one-time payment in the amount of two thousand one hundred fifty nine dollars (\$2,159).~~
- (b) Salary Increases: The Board may increase the Superintendent's salary at any time during the term of this contract. Any adjustment in salary made during the term of this contract shall be in the form of an amendment, and shall become a part of this contract. Salary increases shall be effective on any date ordered by the Board in accordance with Education Code section 35032. The Superintendent's salary is understood to be "indefinite or uncertain;" therefore, the Board reserves the right to grant the Superintendent retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary. It is provided, however, that by so amending this contract, it shall not be considered that this Board has entered into a new contract with the Superintendent, or that the termination date of this contract has been extended. The Superintendent shall also be afforded the same salary increases as are granted to other management personnel of the District.
- (c) Tax/Retirement Liability:
- (i) Notwithstanding any other provision of this contract, the District shall not be liable for any retirement or state/federal tax consequences to the Superintendent, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent. The Superintendent shall assume sole responsibility and liability for all state or federal tax consequences of this contract and all related payroll and retirement consequences, including, but not limited to, whether compensation or service is creditable for purposes of retirement, all tax and retirement consequences stemming from any payments made to the Superintendent as a result of the termination without cause provision of this contract, retirement payments, expense reimbursements, and payments for insurance.
- (ii) The Superintendent does not waive any rights, and the District does not waive any defenses, with regard to the District's reporting of Superintendent's creditable compensation, sick leave or other related information reported to CalSTRS.

5. Paragraph 7 of the Contract shall be revised to add subparagraph (e) to read as follows:

- (e) To support the success of the Superintendent, the District will contract with a consultant identified by the Superintendent to coach, mentor and support the Superintendent in her role as Superintendent for a period not to exceed two (2) years and for a total cost not to exceed three thousand five hundred dollars (\$3,500) per year.

6. This First Amendment supersedes any conflicting provisions in the Contract, and any ambiguity between this First Amendment and the Contract is to be interpreted in accordance with this First Amendment.

7. All other terms and conditions of the Contract are unchanged and unaffected by this First Amendment and shall remain in full force and effect.

8. The Contract, as modified by this First Amendment, constitutes the entire understanding and agreement between the Parties, and no addition to, or modification of, any term or provision of the Contract, as modified by this First Amendment, shall be effective unless set forth in writing, signed by the Parties, and duly approved by the Board.

June 13, 2017

MILPITAS UNIFIED SCHOOL DISTRICT

Daniel Bobay
President, Governing Board

Cheryl Jordan
Superintendent