# SARATOGA UNION SCHOOL DISTRICT

## SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT FOR SERVICES AS SUPERINTENDENT

The Saratoga Union School District Governing Board ("Board") and Kenneth Geisick ("Superintendent") (collectively the "Parties") agree to amend the "Saratoga Union School District Employment Agreement for District Superintendent ("Employment Agreement") that the Parties entered into on July 25, 2019 with this "Sixth Amendment to Employment Agreement for Services as Superintendent" ("Sixth Amendment"). This Sixth Amendment entirely replaces the "Fifth Amendment to Employment Agreement for Services as Superintendent" ("Fifth Amendment") which was entered into on June 13, 2024.

1. The Parties agree to replace Section 1 of the Employment Agreement ("Term") in its entirety with the following provision:

   1.1. The term of this Employment Agreement is approximately three (3) years, beginning on July 1, 2025 through June 30, 2028, unless otherwise terminated or extended.

   1.2. Renewal: Following each annual evaluation of the Superintendent's job performance, if the Board determines that the evaluation is satisfactory, the Board may enter into a new three-year Employment Agreement with the Superintendent to take effect on the next succeeding July 1. A less than satisfactory evaluation shall be determined solely by the Board, and may occur as a result of the evaluation process described in Section 5 of the Employment Agreement or at any time three or more Board members state a failure of continued confidence in the Superintendent.

   The determination of the Superintendent's performance and the final decision on an extension of the Employment Agreement shall be determined solely by the Board. Any agreement to enter into a new three-year Employment Agreement pursuant to this paragraph will be subject to approval by the Board at a regular Board meeting as required by law, including but not limited to Government Code sections 3511.2 and 54956.

2. Non-Renewal by Board: If the Board decides not to reelect or reemploy the Superintendent at the expiration of the Employment Agreement, the Board shall notify the Superintendent in writing at least forty-five (45) days before the Employment Agreement expires, as provided for in Section 14.5 of the Employment Agreement and Education Code section 35031.

The Parties agree to replace Section 6 ("Compensation") of the Employment Agreement in its entirety with the following:

6. Salary

6.1 The Board shall pay the Superintendent an annual salary of $333,299 for the 2025-2026 school year.

The Superintendent's salary includes compensation for the Superintendent's use of his personal automobile on District business within the County, except as otherwise provided in the Employment Agreement.

6.2 The Board may take action prior to June 30 of each year of this Agreement to provide an annual salary adjustment. Any adjustment in salary made during the term of this agreement must be in the form of a written amendment to this agreement, signed by the Parties and ratified in open session by the Board during a regularly scheduled meeting only, and not a special meeting. The Board President shall summarize the terms and conditions of any adjustment in salary during open session.

6.3 Based on merit, job performance, and other criteria determined by the Board, the Board may provide additional increases for any and all years of the Employment Agreement. Specific Board action is required to approve any salary increase. Any salary increase shall not be considered either as entering into a new agreement or extending the term of the Employment Agreement.

3. Except as specifically modified by this Sixth Amendment, all other provisions of the July 25, 2019 Employment Agreement are unchanged and remain in full force and effect.

4. This Sixth Amendment supersedes any conflicting provisions in the Employment Agreement and any ambiguity between this Sixth Amendment and the Employment Agreement is to be interpreted in accordance with this Amendment.

5. The Employment Agreement, as modified by this Sixth Amendment, constitutes the entire understanding between the Parties hereto, and no addition to, or modification of, any term or provision of the Employment Agreement, as modified by this Sixth Amendment, shall be effective unless set forth in writing and signed by both Parties.

6. This Sixth Amendment is subject to agreement by the Superintendent and approval by the Governing Board at a regular public meeting. The signatures below reflect the required approval by the Parties.

GOVERNING BOARD OF THE SARATOGA UNION SCHOOL DISTRICT,
SANTA CLARA, STATE OF CALIFORNIA:

Superintendent

Date:

President, Governing Board

Date: 6/4/25

Ratified in open session of the Governing Board on the 4th day of June 2025.