EMPLOYMENT AGREEMENT BETWEEN MOIRA BARKER AND THE GOVERNING BOARD OF THE SARATOGA UNION SCHOOL DISTRICT
FIFTH AMENDMENT

The Saratoga Union School District Governing Board ("Board") and Moira Barker ("Assistant Superintendent of Educational Services") (collectively the "Parties") agree to amend the Employment Agreement between Moira Barker and the Governing Board of the Saratoga Union School District ("Employment Agreement") that the Parties entered into on July 1, 2020. The Board and the Assistant Superintendent of Educational Services hereby agree to the following terms and conditions:

1. Term

The Board hereby employs the Assistant Superintendent of Educational Services for a period of three (3) years beginning on July 1, 2025 through June 30, 2028. At the completion of the 2025-2026 fiscal year, and if the Assistant Superintendent of Educational Services receives a positive evaluation as determined by the Superintendent and the Board of Trustees, then the Parties will consider a one-year annual extension of the contract. This Agreement may only be extended through Board action taken during a regular, open-session Board meeting.

2. Qualifications

The Assistant Superintendent of Educational Services warrants and represents that she currently possesses a bachelor's degree from an accredited college or university, the required certification for the position under the Education Code and implementing regulations, and sufficient experience in a responsible, administrative position performing administration of school district educational support services.

3. Evaluation

The Assistant Superintendent of Educational Services shall be evaluated by the Superintendent annually in May in accordance with District policy or practice. Failure to evaluate the Assistant Superintendent of Educational Services prior to May 15 of the last year of this agreement will not prevent the Board from exercising its rights under Education Code section 35031 and this Agreement, notwithstanding other provision of law or District policy.

4. Work Year

The Assistant Superintendent of Educational Services shall work full-time and render twelve (12) months of full and regular service to the District during each annual period (fiscal year) covered by this Agreement, with 224 days of such service during each year of this Agreement. The parties acknowledge and agree that the Assistant Superintendent of Educational Services is not entitled to overtime or compensatory time off.

5. Salary

The Assistant Superintendent of Educational Services' salary calculated on an annual basis (twelve months in a fiscal year from July 1 to June 30) shall be Two Hundred Seventy-Three Thousand, Eight Hundred and Fifty-Five dollars ($273,855), payable in equal monthly installments on the last day of each calendar month.

The Assistant Superintendent of Educational Service shall also receive an annual stipend of Two Thousand Three Hundred and Fifty dollars ($2,350), available to all district administration under the district administration salary schedule, as a Masters' Degree stipend.

The Assistant Superintendent of Educational Service shall receive a step increase as per the "District Administration Salary Schedule," for each complete year of service as defined in Education Code section 44908. The Board may take action prior to June 30, of each year of this Agreement to provide an annual salary adjustment based on satisfactory performance. 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, as required by Government Code 54956(b). The Board President shall summarize the terms and conditions of any adjustment in salary during open session.

6. Benefits, Memberships and Dues

Sick Leave. The Assistant Superintendent of Educational Services shall be entitled to and accrue 12 working days of sick leave during each twelve (12) month period (fiscal year) of this Agreement. Such leave may be accumulated from fiscal year to fiscal year without limit.

Health and Welfare and Retirement Benefits. The Assistant Superintendent of Educational Services shall receive the same health and welfare benefits as other administrative employees of the District. The Assistant Superintendent of Educational Services shall receive the same retirement benefits as other administrators of the District. The District shall make all statutorily required contributions and deductions including but not limited to STRS/PERS (as applicable), Unemployment Insurance, and Workers' Compensation.

Membership/Dues. Subject to prior approval by the Superintendent, the District may pay membership fees for the Assistant Superintendent of Educational Services' membership in professional and community organizations.

7. Automobile and Other Expenses

The District shall pay or reimburse the reasonable and necessary travel and other expenses for travel pursuant to District policy. The Assistant Superintendent of Educational Services shall receive a monthly transportation allowance of $312.50, and a monthly cell phone allowance of $50.00. Such payments shall be treated as allowances and not included in the Assistant Superintendent of Educational Services' salary.

8. Other Benefits

The Assistant Superintendent of Educational Services, unless otherwise provided for in this Agreement, shall be entitled to all leaves of absence provided to certificated employees generally by law or by the Board, except that the exercise of any leave entitlement shall not preclude the Board from terminating this Agreement for the reasons provided in paragraph 11 of this Agreement.

9. Duties, Responsibilities, and Administrative Functions

A. The Assistant Superintendent of Educational Services agrees to perform the duties required by this Agreement and the Board-approved job description, and state and federal laws, District Policies and Regulations, at the highest level of professional competence.
B. The Assistant Superintendent of Educational Services shall perform the duties of the position subject to the direction and supervision of the Superintendent.
C. The Assistant Superintendent of Educational Services may engage in professional growth activities as long as they do not interfere with normal duties, impair effectiveness, or result in a conflict of interest under state law.

The Assistant Superintendent of Educational Services position shall be considered a certificated position under California Education Code section 44830.

10. Termination of Agreement

A. This Agreement may be terminated by any of the following:

1. Mutual Consent at any time.
2. By the Board by non-renewal pursuant to Education Code section 35031, which is deemed to apply to this contract.
3. By the Board for breach of this Agreement or for cause; this shall include, but not be limited to, breach of this Agreement or any cause provided in Education Code or Board Policy. Breach shall be defined as any violation by the Assistant Superintendent of Educational Services of a material term

of this Agreement. In the event of a proposed termination of this Agreement for breach or for cause, the Board/Superintendent shall give at least ten (10) days prior written notice to the Assistant Superintendent of Educational Services with specific charges which shall constitute cause or breach of a material term of this Agreement. The Assistant Superintendent of Educational Services shall be given a reasonable opportunity to be heard in the way of any explanation or defense before any final decision on the proposed termination of this Agreement, and may be represented by an attorney at the Assistant Superintendent of Educational Services' expense.

4. By the Board because of continuing disability of the Assistant Superintendent of Educational Services, in compliance with applicable law. In the event of a proposed termination of this Agreement because of the continuing disability of the Assistant Superintendent of Educational Services, the Board shall give at least ten (10) days prior written notice to the Assistant Superintendent of Educational Services. No such notice shall be sent until there are no remaining days of annual or accumulated paid sick leave or vacation days available to the Assistant Superintendent of Educational Services, and the Assistant Superintendent of Educational Services is not able to perform the essential duties of her position with or without reasonable accommodation. The Assistant Superintendent of Educational Services shall be given a reasonable opportunity to be heard in the way of any explanation or defense before any final decision or the proposed termination of this Agreement is made on the basis of continuing disability.
5. By resignation of the Assistant Superintendent of Educational Services upon thirty (30) days prior written notice to the Board.
6. Termination for Unlawful Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Assistant Superintendent of Educational Services has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate the Assistant Superintendent of Educational Services solely upon written notice to the Assistant Superintendent of Educational Services, and the Assistant Superintendent of Educational Services shall not be entitled to any compensation of any nature, whether as cash, salary payments, health benefits, or other non-cash settlement as set forth above. If the Assistant Superintendent of Educational Service selects to contest the Board's determination in this regard, the Assistant Superintendent of Educational Services may request a hearing before an administrative law judge who shall determine the amount of the cash settlement in accordance with the requirements of Government Code section 53260(b) existing at the time of execution of this Agreement.
7. Termination for Abuse of Office. Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., if the Assistant Superintendent of Educational Services is convicted of a crime constituting "abuse of office," the Assistant Superintendent of Educational Services shall reimburse the District to the fullest extent

mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement).

B. This Agreement may also be terminated at any time without cause or other reason by the Board or its agent sending by certified mail to the Assistant Superintendent of Educational Services or by personal delivery a written notice that this Agreement shall terminate on the thirtieth (30^{th}) day following the date of notice to the Assistant Superintendent of Educational Services. Consistent with Government Code section 53260, if this contract is terminated without cause, the maximum cash settlement that the Assistant Superintendent of Educational Services may receive shall be an amount equal to the monthly salary of the Assistant Superintendent of Educational Services multiplied by the number of months left on the expired term of the contract, up to a maximum of six (6) months. Pursuant to Government Code section 53261, the Assistant Superintendent of Educational Services' health benefits will be paid for the same duration of time as covered in the settlement, up to six (6) months, or until the Assistant Superintendent of Educational Services is employed elsewhere and receives health benefits from an employer, whichever is less. In no event shall the District be liable to the Assistant Superintendent of Educational Services for an amount of compensation greater than what the District would have had to pay for the remaining term as provided for in the existing Agreement. In the event that the Assistant Superintendent of Educational Services is employed by another employer within the time period described above, the amount of any monthly compensation paid under this subsection B shall be deducted from any amount due the Assistant Superintendent of Educational Services from that employer. The nonpayment/ reimbursement provisions of Government Code section 53260 and 53243.2 shall apply to any termination effectuated under this section.

11. Miscellaneous Provisions

This Agreement is subject to the applicable laws of the State of California and to the rules and regulations of the State Board of Education. The Assistant Superintendent of Educational Services shall maintain all required credentials during the term of this Agreement. This Agreement can be changed or modified only by a written document signed by both parties, except that the Board reserves the right to increase the Assistant Superintendent of Educational Services' salary at any time. If any term or provision of this Agreement is determined to be illegal by a court of competent jurisdiction, then such term or provision shall be severed from this Agreement and the remaining terms and provisions shall be in full force and effect.

12. Notification of Other Employment

The Assistant Superintendent of Educational Services shall notify the Board and the Superintendent in writing a minimum of thirty (30) days prior to accepting other employment or resignation from the District. The Assistant Superintendent of Educational Services shall also notify the Board in writing within two (2) days of knowledge that the Assistant Superintendent of Educational Services has been

selected as a finalist for a full time position with another public or private employer.

13. Professional Liability

The Governing Board agrees that, to the extent it can legally do so, it shall defend, hold harmless and indemnify the Assistant Superintendent of Educational Services from any and all demands, claims, suits, actions, or legal proceedings at law or in equity (specifically excluding, however, any demands, claims, suits, actions, or legal proceedings brought against the Assistant Superintendent of Educational Services by or on behalf of the District, or any criminal proceedings brought against the Assistant Superintendent of Educational Services) in her individual capacity or in her official capacity as agent and employee of the Governing Board, provided the incident giving rise to the claim while the Assistant Superintendent of Educational Services was acting in good faith and within the course and scope of her employment. In no event shall individual Governing Board member or District employee be individually liable or responsible to the Assistant Superintendent of Educational Services, for defending or indemnifying her against such demands, claims, suits, actions, and legal proceeding.

14. Severability and Savings

If any provisions of this Agreement shall be held invalid by operation of law by any arbitrator, tribunal, or court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by an arbitrator, tribunal, or court pending a final determination as to its validity, the remainder of this Agreement shall not be affected.

15. Arbitration

No civil action concerning any dispute arising under this Agreement shall be instituted before any court. All disputes under the Agreement shall be submitted to final and binding arbitration under either informal mediation procedures if the parties agree, or the formal arbitration procedures under the auspices of the American Arbitration Association if the parties cannot agree on an informal mediation procedure. The formal arbitration shall be conducted in accordance with the rules of the American Arbitration Association before a single arbitrator. All costs of the arbitration shall be divided equally between the parties. The arbitrator's award resulting from the arbitration shall be final and binding and may be confirmed and entered as a final judgment in any court of competent jurisdiction and enforced accordingly.

16. Amendment

The Agreement may be amended by mutual written consent of the Governing Board and the Assistant Superintendent of Educational Services.

17. Ratification

The Assistant Superintendent of Educational Services and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board at an open regular meeting of the Board.

Assistant Superintendent of Educational Services

Date: 6/5/2025

President, Governing Board

Date: 6/4/25

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