THIRD AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES
OF THE
REED UNION SCHOOL DISTRICT
AND
DR. KIMBERLY MCGRATH
SUPERINTENDENT

This is the Third Amendment to the existing Employment Agreement entered into between Board of Trustees of the Reed Union School District (hereinafter “District” or "Board") and Dr. Kimberly McGrath (hereinafter “Superintendent”) (collectively referred to as “the Parties”) approved at the April 20, 2021, Board meeting (“Agreement”), an initial contract extension approved on June 14, 2022 (“Initial Extension”), a first amendment approved on September 13, 2022 (“First Amendment”) and a second amendment approved on June 11, 2024 (“Second Amendment”).

The Parties agree to amend the terms of the Agreement, Initial Extension, First Amendment, and the Second Amendment as follows:

Paragraph 1, Term:

> The term of this Employment Agreement is three (3) years, from July 1, 2025 through June 30, 2028. This Employment Agreement supercedes and replaces any prior existing agreement or contract.

Paragraph 4, Performance Objectives and Evaluation, Second Paragraph as follows:

> For purposes of evaluation, the Superintendent and the Board shall meet based on the agreed upon timeline referenced in the previous paragraph. The Board shall provide at least one mid-year review and a formal written evaluation at least once per year, using the adopted evaluation process

Paragraph 5, Total Compensation, Section A, Salary, Second Paragraph as follows:

> Commencing July 1, 2025, the Superintendent’s base salary shall be readjusted annually by an additional three percent (3%) and each subsequent year contingent on a satisfactory performance evaluation as stated in Paragraph 5. This percentage increase represents the average increase on the certificated salary schedule.

Paragraph 6, Expense Reimbursement as follows:

> The District shall reimburse the Superintendent for all actual and necessary expenses which s/he incurs within the scope of her/his employment and within the approved District budget. The

Superintendent shall provide expense records normally required for reimbursement.

Paragraph 9, Renewal of Agreement as follows:

Annually, the Board may take action to extend the term of the contract by one year based on a satisfactory Superintendent evaluation. There shall be no automatic renewal or extension of the contract although the Board may enter into a new contract or approve an amendment extending the term prior to the expiration of the existing contract.

Paragraph 10, Option To Terminate, Second Paragraph as follows:

Notwithstanding any other provision of this Agreement or law, the Board, at its sole discretion, shall upon giving ninety (90) days written notice, have the option to terminate this Agreement. The Board must obtain a super-majority vote (at least 4 votes) to unilaterally terminate the Superintendent from employment. If the Board elects the option to terminate the Agreement, it shall pay the Superintendent, in one lump-sum payment within ninety (90) days of giving written notice of termination, an amount equal to the salary of up to twelve (12) months or the salary of the remainder of the Agreement if such remainder is less than twelve (12) months. The calculation for purposes of the lump-sum payment shall be based upon the rate of salary in effect on the date of the notice of termination. The Superintendent may elect to receive the termination payments paid on the same monthly installment basis as the Superintendent's salary is currently paid, rather than receiving a lump-sum payment. In addition, the health insurance benefits will be maintainted by the District for the Superintendnet throughout the term of the Agreement, but in no case to exceed twelve (12) months, or until the Superintendent is provided with health insurance benefits under other employment, whichever comes first.

Dated:_____________________ Dated:_____________________

By:_________________________
Sherry Wangenheim
Board President

By:_________________________
Dr. Kimberly McGrath
Superintendent

DATE OF GOVERNING BOARD APPROVAL: ______________