

**LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT**

**HEATH ROCHA
ASSISTANT SUPERINTENDENT, SPECIAL EDUCATION AND STUDENT SERVICES**

This Employment Agreement (“Agreement”) is made and entered into by and between the Governing Board of the Los Gatos-Saratoga Union High School District (“District” or “Board”) and Heath Rocha (“Assistant Superintendent”) and is dated for reference purposes as of June 1, 2021. This Agreement replaces the prior Agreement between the Parties, dated June 28, 2022.

1. **Term:** District hereby employs Assistant Superintendent for a term beginning on July 1, 2023, and terminating on June 30, 2026.
2. **Assistant Superintendent's Duties:** Assistant Superintendent shall competently and satisfactorily perform the duties of Assistant Superintendent for Special Education and Student Services as prescribed by this Agreement, the laws of the State of California, Board Policy, and the job description for the position. Assistant Superintendent shall be under the direction of the Superintendent. He shall perform these and such other duties as may be prescribed by the Superintendent and the Board of Education in a competent, honest, and good faith manner.
3. **Salary:** The salary of the Assistant Superintendent will be placed on the Administrator Salary Schedule at Year 5. The annual salary shall be payable in twelve (12) equal monthly installments on the last day of each month. When only a portion of any month or year is served, the Assistant Superintendent’s salary shall be prorated to reflect such service.
4. **Longevity:** Longevity will be awarded as reflected on the Salary Schedule as follows:
 - a. Commencing at the beginning of the 8th year of service, Assistant Superintendent’s salary shall be the base salary plus 3.5%
 - b. Commencing at the beginning of the 12th year of service, Assistant Superintendent’s salary shall be the base salary plus an additional 3.5%
5. **Work Year:** The Assistant Superintendent shall be required to render two hundred twenty (220) workdays of full and regular service to the District during each annual period covered by this Agreement, exclusive of Saturdays, Sundays, and holidays as defined in Education Code sections 37220 and 37221. The Assistant Superintendent shall submit to the Superintendent a proposed work year calendar each year before July 31. The Assistant Superintendent shall notify the Superintendent and Board in advance of any changes to the work calendar. Days worked in excess of 220 are considered non-work days. Both Parties recognize

that the Assistant Superintendent is not entitled to overtime pay. The Assistant Superintendent is not entitled to pay for non-work days.

6. **Benefits:**

- a. The Assistant Superintendent shall receive the same medical, dental and vision benefits with the same District contribution that is provided to all management positions.
- b. The District will provide the Assistant Superintendent with a term life insurance policy in the amount of Fifty Thousand Dollars (\$50,000)
- c. During the term of this employment agreement the District will pay Two Hundred and Fifty Dollars (\$250.00) per month for the use of his/her personal vehicle and mileage.
- d. During the term of this employment agreement the District will pay Eighty Dollars (\$80.00) per month for use of personal cellular phone.
- e. The Assistant Superintendent shall receive all statutory benefits provided to other classified management employees of the District, including STRS.
- f. Sick leave will be accrued at a rate of one day per month.

7. **Expense Reimbursement:** The Assistant Superintendent shall be reimbursed for actual and necessary expenses that may be incurred in the performance of her duties in accordance with District policies and regulations. All claims for reimbursement shall be supported by receipts.

8: **Conference Attendance:** Pre-approved conference expenses shall be paid by the District.

9. **Review/Evaluation:** The Superintendent shall review and evaluate the Assistant Superintendent's work performance at least annually.

10. **Termination of Agreement:**

- a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Assistant Superintendent.
- b. Resignation. The Assistant Superintendent may resign and terminate this Agreement provided that he has given the Board written notice at least sixty (60) calendar days in advance of the effective date of termination, unless otherwise agreed by the Board.
- c. Non-Renewal of Agreement by District. The Board may elect not to renew this Agreement upon its expiration by providing written notice to the Assistant Superintendent in accordance with Education Code section 35031 (currently 45-days prior notice), or other applicable provisions of law.

- d. Disability of the Assistant Superintendent. If, as a result of a physical or mental disability, the Assistant Superintendent is unable to perform the essential functions of his position, even with reasonable accommodations, this Agreement may, at the Board's election, be terminated three (3) months from the date the Board issues a written notice of termination.
- e. Death. Death of the Assistant Superintendent shall immediately terminate this Agreement. In such event, all salary and other monetary amounts due to the Assistant Superintendent up to the time of death, if any, shall be paid to the Assistant Superintendent's estate unless otherwise declared in writing by the Assistant Superintendent or directed by the executor of her estate.
- f. Termination for Cause. The Board may terminate the Assistant Superintendent for: (1) acts done in bad faith to the detriment of the District; (2) refusals or failures to act in accordance with specific provisions of this Agreement or Board directives; (3) breach of this Agreement; (4) unsatisfactory performance; (5) misconduct or dishonest behavior; or (6) conviction of or the entry of a plea of "nolo contendere" to any crime involving dishonesty, fraud, theft, physical violence, or the entry of a civil judgment against the Assistant Superintendent for fraud, breach of trust, or physical or emotional harm to any person. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If such cause exists, the Board shall meet with the Assistant Superintendent and shall submit to the Assistant Superintendent a written statement of the grounds for termination and copies of written documents the Board believes support the termination. If the Assistant Superintendent disputes the charges, the Assistant Superintendent shall then be entitled to a conference before the Board in a closed session meeting. The Assistant Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Assistant Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Assistant Superintendent with a written decision. The decision of the Board shall be final. The Assistant Superintendent's conference before the Board shall be deemed to satisfy the Assistant Superintendent's entitlement to due process of law

and shall be the Assistant Superintendent's exclusive right to any conference or hearing otherwise required by law. The Assistant Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Assistant Superintendent's administrative remedies and then authorizes the Assistant Superintendent to contest the Board's determination in a court of competent jurisdiction.

- g. Termination without Cause. The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right, the District shall pay to Assistant Superintendent a monthly sum equal to the difference between the Assistant Superintendent's salary in effect during his last month of service and the amount earned (through employment or retirement income under CalSTRS or CalPERS) after the effective date of termination for the remainder of this Agreement or six (6) months, whichever is less. Payments to Assistant Superintendent shall be made on a monthly basis unless the Board agrees otherwise. As a condition of payment, the Assistant Superintendent must file a written statement with the Board no later than the tenth (10th) day of each month listing his earnings for the previous month. Failure to file the statement by the tenth (10th) day of each month shall result in the District having no duty to pay for that month.

For purposes of this Agreement, the term "salary" shall include only the Assistant Superintendent's regular monthly base salary and shall not include the value of any other form of compensation or benefit, or reimbursements received under this Agreement. Payments made pursuant to this termination without cause provision may be subject to applicable payroll deductions and treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purposes; accordingly, no deductions shall be made for retirement purposes. The parties agree that any damages to the Assistant Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that

the payments made pursuant to this termination without cause provision constitute reasonable liquidated damages for the Assistant Superintendent, fully compensate the Assistant Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and do not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Assistant Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

The Assistant Superintendent shall execute a full written release of all claims, known and unknown, against the District and its officers, agents and employees as a condition of receipt of any severance payment, along with a statement acknowledging that Assistant Superintendent waives the applicability of California Civil Code section 1542; otherwise, no severance payments or contributions toward health benefits shall be required and termination shall be immediately effective nonetheless.

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 has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Assistant Superintendent and the Assistant Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

- h. Cash Settlement Related to Termination. If this contract is terminated, any cash settlement related to the termination that the Assistant Superintendent may receive from the District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving an abuse of his or her office or position. "An abuse of office" means either an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority or a crime against public justice, including, but not limited to, a crime described in Title 7 of the California Penal Code starting with section 92 et seq.

11. **Tax/Retirement Liability:** The District makes no representations or warranties with respect to any tax or retirement issues stemming from this Agreement. The District shall not be liable for any retirement or state/federal tax consequences to the Assistant Superintendent, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Assistant Superintendent. The Assistant Superintendent shall assume sole responsibility and liability for all state and federal tax consequences and all retirement consequences of this Agreement, including, but not limited to, whether any form of compensation is creditable for purposes of retirement.
12. **Assignment:** During the term of this Agreement, the District retains the right to assign Assistant Superintendent to other administrative positions within the District without loss of compensation.
13. **Work Records:** All documents, daily logs, and any other written work product the Assistant Superintendent generates while working under the terms of this Agreement shall be the District's sole and exclusive property.
14. **Severability:** If any provision of this contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the contract shall continue in full force and effect.
15. **Modification of Agreement:** This Agreement may be modified at any time with joint consent of the Board and the Assistant Superintendent.
16. This Agreement is final upon Board approval.

Dated: Aug~~22~~²³, 2023

LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT



Katherine Tseng, Board President

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I have not entered into an Agreement of employment with the Governing Board of another school district or any other employer that will in any way conflict with the terms of this Employment Agreement.

I certify under penalty of perjury under the laws of the State of California that all statements contained in my application for employment and other documents I submitted in connection with my application are true and complete. I understand that if the District discovers false, incomplete, or misleading statements on my application or any other documents I have submitted in connection with my application, such statements shall justify immediate dismissal for cause.

Dated: August 17, 2023



Heath Rocha
Assistant Superintendent, Special Education and
Student Services

This Agreement was approved by the Governing Board in open session at a regularly called meeting held on August 22, 2023.