

AMICABLE RESIGNATION AGREEMENT

Los Gatos-Saratoga Union High School District (District), the Bill W. Sanderson (Superintendent) hereby enter into this Amicable Resignation Agreement ("Agreement") based on the following recitals:

A. Superintendent is currently the Superintendent of the District under an employment agreement that expires on June 30, 2027 but would like to be released from this contract for personal reasons;

B. Superintendent hereby submits a letter of resignation effective June 30, 2025;

C. The Board would like to transition to new leadership immediately with an interim or acting Superintendent;

D. Superintendent is willing to work with the Board in transitioning the leadership of the District;

E. The parties agree that they will cooperatively work together to the benefit of the District; and,

F. The parties by this Agreement have reached an amicable, full and final resolution of all issues regarding Superintendent.

NOW, THEREFORE, in consideration of the covenants and conditions of this Agreement, the parties agree as follows:

1. **Resignation.** Superintendent hereby resigns from the employment of the District effective June 30, 2025. His resignation shall be deemed accepted by the District upon ratification of this Agreement by its Governing Board.

2. **Payment of Salary and Benefits.** The District shall pay to Superintendent his current regular monthly wages through June 30, 2025, with all standard deductions from the gross amount of his salary that have been made to date in the course of the 2024-2025 school year. As consideration for this Agreement, commencing on July 1, 2025, the District shall pay to the Superintendent his regular salary amount with all standard deductions from the gross amount of his salary that have been made in the course of the 2024-2025 school year except for his and the District's contribution to STRS for the months of July and August, 2025.

3. **Paid Leave of Absence.** From October 20, 2024 through June 30, 2025, Superintendent shall be on a paid leave of absence. During this leave period, Superintendent shall be available and respond to questions that may be asked of him by the Administrative Staff of the District but shall not have any responsibility for the operations of the District.

4. **Reference for Prospective Employment.** Two Board members, Alex Shultz and

Misty Davies and staff members Dagmar Derickson and Deepa Mukherjee , have been authorized to serve as references for the Superintendent in the event he should seek employment in the future. Alex Shultz and Misty Davies are authorized to provide a letter of reference on behalf of Superintendent in the forms attached hereto as Exhibit A and all of the foregoing are further authorized to provide additional information concerning Superintendent's performance consistent with the content and tone of Exhibit A.

5. **Tax/Retirement/STRS Issues.** The District shall not be liable for any state, federal or employment tax consequences or any retirement consequences as a result of this Agreement. Superintendent assumes sole liability for all state, federal and employment tax consequences and all retirement consequences. Superintendent declares that prior to signing this Agreement he apprised himself of relevant data and received independent advice and counsel regarding the state, federal and employment tax consequences and the retirement consequences of this Agreement.

6. **Mutual Cooperation.** The Superintendent shall cooperate with the District during and after his employment by the District on matters that are currently pending in the District or that may arise after his employment but is based upon matters that arose during his employment including, but not limited to litigation, provided that District shall pay all expenses in connection therewith and that Superintendent shall not be required to provide more than the equivalent of two work days of his time.

7. **Release of Claims.**

a. **Full Release.** Superintendent acknowledges and agrees to release District from any and all claims for injuries, damages, or losses to person and property, real or personal, whether those injuries, damages or losses are known or unknown, foreseen or unforeseen, patent or latent, which each may possess against District and against its agents, Superintendents and Board members, individually and in their official capacity, related to Superintendent's salary, salary placement and prior salary payments.

b. **Waiver of Civil Code Section 1542.** Superintendent waives application of California Civil Code Section 1542, and further waive any and all rights which each may have under the California Civil Code Section 1542. Superintendent hereby certifies that he has read the following provisions of California Civil Code Section 1542:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her, would have materially affected his or her settlement with the debtor or released party."

and indicates this fact by initialing here: Superintendent *BWS*

c. **Effect of Statutory Waiver.** Superintendent understands and acknowledges that the significance and consequence of this waiver of California Civil Code Section 1542 is that if he should eventually suffer additional damages arising out of the facts referred to herein above, he will

not be able to make any claim for those damages. Furthermore, Superintendent acknowledges that he consciously intends these consequences even as to claims for damages that may exist as of the date of this release but which he does not know exist, and which, if known, would materially affect the decision of either party to execute this release, regardless of whether such lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause. Superintendent and the District and its Board further specifically agree that nothing contained in this Agreement shall in any way limit, modify or amend the District's obligation to indemnify Superintendent pursuant to the provisions of Government Code Section 825.

8. **Non-Disparagement.** The Parties agree not to disparage each other in any manner whatsoever, including the disparagement of the members of District's Board of Trustees, any officer of the district, representatives, agents, Superintendents, predecessors, successors, and assigns.

9. **No Litigation.** If District or Superintendent commences an action in violation of this Agreement, this Agreement may be pleaded as a complete defense to such an action and agrees that the action shall be dismissed on demur.

10. **Confidentiality.** The parties agree not to discuss the terms of this Agreement with any third party, except their respective representatives. Notwithstanding this provision, the parties recognize that a copy of this Agreement shall be made available to third parties by District to the extent required by law.

11. **Amendment.** This Agreement may be modified or superseded only by a written instrument executed by District and Superintendent and not by any oral promise, representation, statement or agreement, or performance pursuant to such an oral promise, representation, statement or agreement.

12. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California dealing with transactions and occurrences occurring entirely within the State of California. If any party initiates litigation involving this Agreement, venue shall only lie in the appropriate state court in Santa Clara County, California.

13. **Execution of Other Documents.** All parties to this Agreement shall cooperate fully in the execution of such other and further documents, and in the completion of any additional actions, as may be necessary or appropriate to implement this Agreement.

14. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement.

15. **Voluntary Agreement.** Each party affirms and acknowledges that said Party has read, fully appreciates and understands the above words, terms and provisions of this Agreement, is satisfied with the terms thereof and has had an opportunity to consult with legal counsel and such other experts of such party's choice and has duly executed this Agreement voluntarily and of his full free will and accord.

16. **Defense and Indemnity.** Nothing contained in this Agreement shall be construed as a

waiver by Superintendent of any rights he may have to a defense and indemnity for matters arising out of the course and scope of his employment by the District.

17. **Ratification.** This Agreement shall be effective upon ratification of the Board of Trustees.

LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT

Dr. Misty Davies, Board President

Date

Steve Chen, Board Vice President

Date

Alex Shultz, Board Member

Date

Theresa Bond, Board Member

Date

Katherine Tseng, Board Member

Date

SUPERINTENDENT



Bill W. Sanderson

10.21.2024
Date

Exhibit A

October 20, 2024

To Whom It May Concern,

I am pleased to write this letter of recommendation for Bill W. Sanderson, who served as the Superintendent of the Los Gatos-Saratoga Union High School District since July 2022. Prior to my election as a Trustee of the Los Gatos-Saratoga Union High School District, I witnessed first-hand Bill's proactive approach to governance by developing and delivering a workshop that hosted all Trustee candidates to provide relevant context and current state of matters related to the school district.

Bill continued to invest in our success by facilitating individual meetings, training sessions, and retreats. His dedication to building a strong governance team has greatly enhanced our effectiveness as Trustees.

Upon stepping into the Superintendent role, Bill faced considerable challenges. The district was grappling with an expiring parcel tax, over fifty percent of cabinet positions were vacant, and we were working to recover from significant issues related to Title IX and the ongoing impacts of COVID-19. Despite these hurdles, Bill demonstrated remarkable resilience and strategic foresight. He quickly assembled a highly qualified team of educators and led the district through a comprehensive strategic planning process, implementing the strategic plan and managing communities and relevant stakeholders to land the changes effectively.

One of Bill's most significant accomplishments was successfully navigating the passage of a new parcel tax that more than doubled our expiring tax from \$49 to \$128 per parcel. This critical funding not only strengthened our financial position but also enabled us to offer our dedicated employees an eight percent increase, which was a crucial step in recognizing their hard work and commitment.

Bill's leadership is characterized by a collaborative spirit, clear communication, and a deep commitment to fostering an inclusive and supportive environment for both students and staff. He consistently prioritizes the needs of our community which is evident in the close partnerships he has developed with the Lyons Club of Los Gatos, the Rotary Club of Los Gatos, Los Gatos Union School District, Loma Prieta School District, the Los Gatos Monte Sereno Police Department, and the town of Los Gatos.

I strongly recommend Bill W. Sanderson for any position he may pursue in the future. His dedication to education, ability to inspire others, and proven track record of success make him an invaluable asset to any organization.

Thank you for your consideration. If you have any further questions or would like to discuss Bill's qualifications in more detail, please feel free to contact me.

Sincerely,

Alex Shultz

[Title]

[Los Gatos-Saratoga Union High School District]

[Your Contact Information]

October 20, 2024

To Whom It May Concern,

I am writing to offer my heartfelt recommendation for Bill W. Sanderson, who has served as Superintendent of the Los Gatos-Saratoga Union High School District since July 2022. I have had the pleasure of working closely with Bill, having been elected as Trustee of the Los Gatos-Saratoga Union High School District three months after his appointment, and as President of the Board in December 2023.

From the onset, Bill's leadership style stood out. Despite stepping into a role fraught with challenges, including an expiring parcel tax, vacant cabinet positions, outdated board policies, and a community recovering from both Title IX issues and pandemic-related issues. Bill demonstrated a proactive and strategic approach to solving these problems, and effectively engaged with the Board, including effectively partnering with three of the newly elected Board Trustees.

Bill ensured the new Trustees received necessary training, organized productive board retreats, and provided us with the essential information and tools to function effectively as a governance team.

One of the most significant accomplishments under Bill's leadership has been the successful passage of a new parcel tax, raising the amount from \$49 to \$128 per parcel. This increase was pivotal in supporting the district's financial health and allowed us to provide our dedicated staff with a significant 8% raise. Bill's ability to navigate this challenging process with a Human Resources Director in her first year in the District, the mid-year retirement of our Chief Business Officer (CBO), two interim CBOs, and a new CBO starting in April 2024 is a testament to his commitment to education and district, his resilience and his exceptional ability to lead.

Moreover, Bill recruited a high-caliber team of educators and guided the district through a thorough and inclusive strategic planning process. His collaborative leadership style, integrity, and ability to drive meaningful change have been invaluable to the success of our district during this critical time.

Bill was also instrumental in progressing our sustainability goals by effectively partnering with Trustees to pass a resolution that resulted in the approval of solar installations to the two schools, and selecting the vendor.

I have no doubt that Bill Sanderson would bring the same level of dedication, vision, and leadership to any organization fortunate enough to work with him. I give him my highest recommendation.

Sincerely,

Misty Davies
President of the Board
Los Gatos-Saratoga Union High School District

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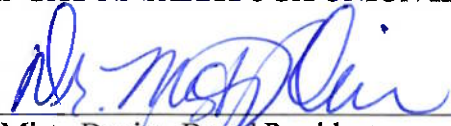
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LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT



Dr. Misty Davies, Board President

22 Oct 2024
Date



Steve Chen, Board Vice President

10/22/24
Date



Alex Shultz, Board Member

10/22/24
Date



Theresa Bond, Board Member

10/22/2024
Date



Katherine Tseng, Board Member

10/22/2024
Date

SUPERINTENDENT

Bill W. Sanderson

Date

October 20, 2024

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Misty Davies
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Thank you for your consideration. If you have any further questions or would like to discuss Bill's qualifications in more detail, please feel free to contact me.

Sincerely,

Alex Shultz

[Title]

[Los Gatos-Saratoga Union High School District]

[Your Contact Information]