

LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT SUPERINTENDENT EMPLOYMENT AGREEMENT

This Superintendent Employment Agreement (“Agreement is made this 11th day of June, 2026, by and between the Governing Board of the Los Gatos-Saratoga Union High School District (“District” or “Board”) and Heath Rocha (“Superintendent”) with respect to the following recitals:

1. **Term.** The Board hereby employs the Superintendent for a term commencing on July 1, 2026, and terminating on June 30, 2030.

2. **Salary.**

a. Base Salary. For the 2026-2027 school year, the Superintendent’s annual base salary shall be Three Hundred Forty Five Thousand Four Hundred (\$345,400) dollars.

b. Annual Adjustment. Beginning with the 2027-2028 school year, the Superintendent's annual base salary shall be increased by two percent (2%). This annual adjustment to the Superintendent’s salary shall be contingent upon the Superintendent receiving an annual evaluation which indicates overall satisfactory or higher performance (as described in Section 7, below). The determination of an overall rating of satisfactory or higher is within the sole and absolute discretion of the Board.

c. Payment Schedule. The Superintendent’s salary shall be payable in twelve (12) approximately equal monthly payments, less all applicable taxes and deductions or withholdings authorized by law or in writing by the Superintendent.

d. Salary Increases by Mutual Consent. In addition to any other increases, the Superintendent’s salary may be increased each year by mutual agreement of the parties. An increase in salary shall not extend the term of this Agreement. The Superintendent’s salary may not be decreased except by mutual agreement of the Board and the Superintendent.

e. Effective Date. Salary increases shall be effective on any date ordered by the Board in accordance with Education Code section 35032. The Superintendent’s salary is understood by the Parties to be “indefinite or uncertain”. Therefore, the Board reserves the right to grant the Superintendent retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary.

f. Compliance with Law. The parties intend to comply with all applicable laws;

however, if this Agreement is interpreted by a court to have been automatically extended commensurate with an automatic increase in compensation more than the applicable consumer price index, the increase in compensation provided for that year shall not exceed the limit established by Government Code sections 3511.1 and 3511.2.

3. Benefits. The Superintendent shall be afforded the following benefits of employment:

a. Leaves. The Superintendent shall earn one (1) day of sick leave with pay for each full month of service rendered. Earned, unused sick leave may be accumulated without limit; however, under no circumstances shall the District be obligated to compensate the Superintendent for earned, unused sick leave. The Superintendent shall also be entitled to all other leave benefits provided by law. Leave benefits shall be provided to the Superintendent in a manner consistent with the provision of such benefits to other District managers. Time off required by the Superintendent for illness or injury that is not compensated by sick leave, differential (extended illness) leave, or other paid leave provided by law shall be uncompensated. The Superintendent shall follow District procedures and use District forms and electronic reporting systems for reporting use of all leaves so that the Superintendent's use of all leaves is tracked in the same manner as all other employees.

b. Insurance Related Fringe Benefits. The District, at its expense, shall provide the Superintendent insurance-related fringe benefits in the nature and amount provided to other certificated management employees, including medical, dental, vision, disability, health reimbursement account, and employee assistance plan benefits (collectively, the "Insurance Benefits"). The Superintendent shall be responsible for all co-pays, deductibles, and other costs in excess of the District's Insurance Benefits contribution.

c. Life Insurance. During the term of the Superintendent's employment, the District will provide the Superintendent with a term life insurance policy in the amount of Fifty Thousand Dollars (\$50,000.00) payable to the Superintendent's beneficiaries in the same manner as provided to other certificated management employees of the District. In addition, during the term of the Superintendent's employment, the District will provide the Superintendent with an additional term life insurance policy in the amount of Five Hundred Thousand Dollars (\$500,000) payable to the Superintendent's beneficiaries.

d. Automobile Allowance. The Superintendent is required to have a vehicle available at all times to perform the Superintendent's duties both within and outside of the District. The

Superintendent shall be solely responsible for all expenses to use, maintain, operate, and insure the automobile and will be paid a monthly allowance of Two Hundred Fifty Dollars (\$250) for the use of his vehicle within the boundaries of Santa Clara County for the conduct of District business. The Superintendent shall be reimbursed for mileage for work-related travel outside the boundaries of Santa Clara County at the District's allowed mileage reimbursement rate.

e. Allowance for Expenditures. Because the Superintendent is expected to meet with community leaders, education leaders and public officials on behalf of the District for the purpose of advancing the interests of the District, the District shall pay to the Superintendent Four Hundred Dollars (\$400) per month to cover the expenses of such meetings. The Superintendent shall not be required to submit receipts or supporting documentation for expenditures made from this allowance. This business expense allowance shall not be considered creditable compensation for retirement purposes.

f. Laptop and Cell Phone. The District will provide the Superintendent with a District laptop computer and cell phone to conduct District business.

g. Professional Membership and Development. The District agrees to pay the Superintendent's annual professional membership dues in the Association of California School Administrators ("ACSA"). The Superintendent agrees to attend and actively participate in this organization as one means of ensuring the Superintendent's ongoing professional development. The Board encourages the Superintendent to pursue his continuing professional development and growth and will support and cover the expenses for such activities. However, participation and attendance at out-of-state conferences must be approved by the Board in advance.

h. Community Service Organization Membership. The District agrees to pay the Superintendent's annual membership dues and expenses in a community service organization selected by the Superintendent and approved by the Board.

i. Superintendent/Board Training. The District agrees to pay for training and support for the Superintendent and Board in partnership with the California School Boards Association ("CSBA") and/or other organizations on best practices as agreed upon by the Superintendent and the Board.

j. Reimbursement for Relocation Expense. If, within three (3) years from the date of this Agreement and the Superintendent continues to serve in the capacity of Superintendent, he relocates his primary residence to a home within the boundaries of the District, the District

shall reimburse him for his relocation expenses not to exceed Seven Thousand Dollars (\$7,000).

4. Work Year. The Superintendent shall be required to render two hundred twenty-four (224) 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 Superintendent shall submit to the Board a proposed work year calendar each year before July 31. The Superintendent shall notify the Board in advance of any changes he plans to make to his work calendar. Days worked in excess of 224 are considered non-work days. Both Parties recognize that the Superintendent is not entitled to overtime pay. The Superintendent is not entitled to pay for non-work days.

5. Superintendent's Duties.

a. General Rules. The Superintendent is hereby employed as District Superintendent and shall perform the duties of District Superintendent as prescribed by the laws of the State of California and the District policies. The Superintendent shall have primary responsibility for execution of Board Policy and responsibility for the duties prescribed by Education Code section 35035. The Superintendent shall be the Board's chief administrative officer.

b. Personnel Matters. The Superintendent shall have primary responsibility in making recommendations to the Board regarding all personnel matters including employment, assignment, transfer and dismissal of employees.

c. Administrative Functions. The Superintendent, as the chief administrative officer, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code section 35250; (5) endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations; (6) establish and maintain positive community, staff and Board relations; (7) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters; (8) recommend to the Board District goals and objectives; (9) unless unavoidably detained, attend all regular and special meetings of the Board; (10) serve as secretary to the Board; and (11) perform such other duties as may be assigned by the Board.

d. Board/Superintendent Responsibilities. Although the Superintendent, as the chief administrative officer of the Board, shall have primary responsibility for the execution of Board policies and the day-to-day operations of the District, the Board shall retain primary responsibility for formulating and adopting Board policies. In addition, while the Superintendent shall have primary responsibility for assignment and transfer of employees and for selecting candidates for consideration for employment, the Board alone shall have the authority to hire and dismiss District personnel. The parties agree not to interfere with or usurp the primary responsibilities of the other party and agree that the Board shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for an appropriate response.

e. Board-Superintendent Relations. The parties acknowledge the importance of creating and projecting to students, staff, parents, and the community a positive and professional image of the Board, the Superintendent, and the District. Thus, to avoid damage to the Board's and the Superintendent's image and credibility, and as not to lessen each other's ability to perform effectively, the parties agree to conduct the business of the District by communicating and interacting in a manner that is professional and respectful. Board concerns, criticisms and dissatisfaction with the Superintendent's performance shall therefore be addressed through closed session discussions or via the evaluation process described in this Agreement. Superintendent's concerns, criticisms and dissatisfaction with the Board shall likewise be addressed with professionalism and respect. Within sixty (60) calendar days of the Superintendent's employment, the Superintendent and Board shall develop and agree upon Board-Superintendent communication protocols and begin the process of developing the Superintendent's goals and evaluation criteria for the Superintendent's first year of employment.

6. Professional Activities. By prior approval of the Board, the Superintendent may undertake for consideration outside professional activities, including consulting, teaching, speaking and writing. The Superintendent's outside professional activities shall not occur during regular work hours and shall not interfere in any way with the performance of the Superintendent's duties. In no event will the Board be responsible for any expenses attendant to the performance of such outside activities.

7. Evaluation.

a. Yearly Evaluation. The Board shall evaluate the Superintendent's performance at

least annually during the term of this Agreement and more frequently at the Board's discretion. The Board shall continue to use the current Board evaluation format for the Superintendent's evaluation, unless the Board and Superintendent jointly agree upon a different process and evaluation method pursuant to Board policy 2140. Each year of the Agreement, the Board and Superintendent shall establish by mutual agreement the Superintendent's performance objectives and benchmarks for the next school year. The Board and Superintendent shall make best efforts to put performance objectives and benchmarks in writing no later than the second Board Meeting in June, and such objectives and benchmarks shall be based on the duties and responsibilities set forth in this Agreement. Modifications to these objectives and benchmarks may occur from time to time as the Parties may agree and shall be put in writing by the Superintendent. No later than mid-September, the Board and Superintendent shall jointly develop a calendar for the evaluation to be conducted for that year, which shall include a mid-year check-in. At least once a year and no later than the end of June, the Board shall meet to prepare the evaluation. The entire Board or a Board subcommittee will then meet with the Superintendent to deliver the evaluation. At the Superintendent's or Board's request, the Superintendent and Board will meet in closed session to discuss the evaluation. The written evaluation, with the Superintendent's response, if any, will be placed in the Superintendent's personnel file and a copy of that same document will be provided to the Superintendent. The Board and Superintendent shall make best efforts to complete this evaluation process by the second Board Meeting in May.

b. Board Review. Evaluations shall be based upon the achievement of the mutually agreed upon performance goals for that year, the Superintendent's effectiveness at discharging his duties as defined in the employment agreement and Board Policies, and job description, if any. If the Board deems it appropriate, it will provide written recommendations for strengthened performance to the Superintendent.

c. Evaluation Rating. In the event the Board determines that the performance of the Superintendent is unsatisfactory in any respect, the Board shall describe in writing the unsatisfactory performance and indicate what objective(s) must be accomplished and the date by which it should be accomplished in order for the Superintendent's performance to be deemed satisfactory. Evaluation shall be deemed to be satisfactory using the evaluation format in existence as of the date of this Agreement, if Board members, by majority vote, have deemed the Superintendent's performance as satisfactory.

d. Confidentiality as Permitted by Law. Unless otherwise agreed to in writing with the Superintendent, all discussions related to, and the content of, any evaluation shall be private and confidential to the extent permitted by law, except such material may be disclosable in any proceeding wherein the Superintendent's performance is at issue in an administrative or legal proceeding.

e. Outside Facilitator. Whenever it is deemed desirable by the Board, an outside facilitator may be mutually selected by the Board and the Superintendent to facilitate discussion of the Superintendent's performance, the Board-Superintendent relations and/or completion of the Superintendent's evaluation.

f. Failure to Evaluate Non-Limiting. The evaluation procedures and requirements set forth in this Agreement shall be the exclusive means by which the Superintendent is evaluated and are intended to supersede any other provisions concerning evaluation that might exist in applicable law or by virtue of any District rules, regulations, handbooks, policies or other agreements. Any failure on the part of the Board to meet the requirements or deadlines set forth in this paragraph shall not release the Superintendent from fully and faithfully performing the services required to be performed under this Agreement or constitute a default by the District of its obligations under this Agreement.

8. Fitness for Duty Examination. As a condition of employment, the Superintendent shall have a comprehensive medical examination within sixty (60) days of signing the contract (or shall provide a report of such an examination performed within the last 60 days) and, at the request of the Board, shall have a comprehensive medical examination at least annually thereafter. The report of the physical examination shall be given directly to the Superintendent; however, the examining physician shall advise the Board in writing of the Superintendent's continued physical and/or mental fitness to perform the duties of Superintendent. If at any time the Superintendent is diagnosed with a medical condition that affects the Superintendent's ability to perform the essential functions of the position, the Superintendent shall notify the Board of such, and, if appropriate, engage in the interactive process with the Board or its representative. Nothing herein shall be deemed to waive the physician/patient privilege which the Superintendent shall have with any physician with whom the Superintendent consults for the purpose of this paragraph.

9. Termination of Agreement.

a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Superintendent.

b. Resignation. The 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. The Board may elect not to renew this Agreement upon its expiration by providing written notice to the Superintendent in accordance with Education Code section 35031 (currently 45 days prior notice), or other applicable provisions of law.

d. Disability of the Superintendent. If, as a result of a physical or mental disability, the Superintendent is unable to perform the essential functions of the position, even with reasonable accommodations, this Agreement may, at the Board's election, be terminated six months from the date the Board issues a written notice of termination.

e. Leaves. If the Board elects to terminate this Agreement because the Superintendent cannot perform the essential functions of the position, the Superintendent shall, at the Board's election, cease performing the duties of the position and exhaust all vacation days, accumulated, unused sick leave days, and other paid leaves. If there is insufficient paid leave to complete the six months, the Superintendent shall be in unpaid status until the six-month period is completed.

f. Death. Death of the Superintendent shall immediately terminate this Agreement. In such event, all salary and other monetary amounts due to the Superintendent up to the time of death, if any, shall be paid to the Superintendent's estate unless otherwise declared in writing by the Superintendent or directed by the executor of his estate.

g. Termination for Cause. The Board may terminate the 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) any 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 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 Superintendent

and shall submit a written statement of the grounds for termination and copies of written documents the Board believes support the termination. If the Superintendent disputes the charges, the Superintendent shall then be entitled to a conference before the Board in a closed session meeting. The Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The 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 Superintendent with a written decision. The decision of the Board shall be final. The Superintendent's conference before the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The 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 Superintendent's administrative remedies and then authorizes the Superintendent to contest the Board's determination in a court of competent jurisdiction.

h. 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 the Superintendent a monthly sum equal to the difference between the Superintendent's salary in effect during the Superintendent's last month of service and the amount earned after the effective date of termination for the remainder of this Agreement or nine (9) months, whichever is less. Payments to the Superintendent shall be made on a monthly basis unless the Board agrees otherwise. As a condition of payment, the Superintendent must file a written statement with the Board no later than the tenth (10th) day of each month listing 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 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.

If the Superintendent is terminated without cause and elects to retire instead of fulfilling the Superintendent's obligation to seek other employment, effective upon the date of the Superintendent's retirement with CalSTRS or CalPERS, the amount payable monthly to the Superintendent as salary shall be reduced by the amount of monthly retirement income earned by the Superintendent. If Superintendent elects to retire, then Superintendent shall inform the Board, in writing, of Superintendent's intent to retire, the Superintendent shall file the required retirement documents with CalSTRS or CalPERS and, in a timely manner, provide copies of such documents to the Board President.

The 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 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.

The parties agree that any damages to the 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 Superintendent, fully compensate the 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 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.

Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Superintendent and the 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).

i. Cash Settlement Related to Termination. If this contract is terminated, any cash settlement related to the termination that the Superintendent may receive from the District shall be fully reimbursed to the District if the 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.

10. Extension of the Term of this Agreement. At the next regular meeting of the Board after determining the annual evaluation of the Superintendent was satisfactory, the Board in Open Session shall vote on the extension of this Agreement if the Superintendent so requests. If the Board elects not to extend the term of this Agreement, this Agreement shall remain in full force and effect until its expiration pursuant to its terms.

11. Tax/Retirement Liability. Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Superintendent, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent. Superintendent shall assume sole responsibility and liability for all state and federal tax consequences, including, but not limited to, whether any form of compensation is creditable for purposes of retirement, and the Superintendent shall defend, indemnify and hold harmless the District from all such consequences. The Superintendent further declares that, prior to signing this Agreement, the Superintendent reviewed relevant data and received independent advice and counsel regarding the state and federal tax consequences, and the retirement consequences, of this Agreement.

12. Notification of Absence. If the Superintendent plans on being absent from the District more than three (3) consecutive days, the Superintendent shall notify the Board President in advance.

13. Annual Reporting Requirements. The Superintendent shall report to the Board in writing on an annual basis the Superintendent’s use of sick leave and other leave benefits.

14. Professional Meetings. The Superintendent is expected to attend appropriate professional meetings at local and state levels. Prior approval of the Board shall be obtained

when the Superintendent attends a function outside of the State. The District shall pay expenses related to attendance at all such meetings, including mileage or other travel expenses, as set forth above.

15. Notice of Application to Other Positions. The Superintendent shall immediately notify the Board in writing prior to the Superintendent applying for another position with any other employer.

16. Waiver. Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

17. Complete Agreement. This Agreement constitutes and contains the entire agreement and understanding between the parties concerning the Superintendent's employment with the District. This instrument supersedes and replaces the existing employment agreement and all prior negotiations and all agreements proposed or otherwise, whether written or oral.

18. Governing Laws and Venue. This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be the appropriate federal or state court for Santa Clara County, California, subject to applicable transfer of venue provisions.

19. Construction. Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.

20. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

21. No Assignment. This is an Agreement for personal services. The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

22. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

23. Exclusivity. To the extent permitted by law, the employment relationship between the District and the Superintendent shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, Management Handbooks or

similar documents.

24. Independent Representation. The Superintendent and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.

25. Management Hours. The parties recognize that the demands of the position will require Superintendent to average more than eight (8) hours a day and/or more than forty (40) hours per week. The parties agree that Superintendent shall not be entitled to overtime compensation or compensatory time off for hours worked in excess of eight (8) hours per day or forty (40) hours per week.

26. Savings Clause. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

27. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by the District's Board in open session as required by law.

28. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

29. Execution of Other Documents. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

30. Public Record. The parties recognize that, once final, this Employment Agreement is a public record and must be made available to the public upon request.

31. Credentials. Superintendent shall maintain in full force and effect all credentials required to serve as an educational administrator in the State of California.

32. Waiver of Teaching Credential. The Board is aware that Rocha does not possess a California teaching credential but is in possession of an educational administrative credential authorizing service in the position of Superintendent. Under the authority of Education Code section 35029, the Board hereby waives the requirement of a California teaching credential for the chief administrative officer (Superintendent) of the District.

32. Conflicts of Interest. The Superintendent shall timely complete the required Fair Political Practices Commission Form 700 each year. In addition, Superintendent shall obtain prior written approval of the Board before entering into any personal contract or other agreement affecting or creating a personal financial interest with a District employee, student, or outside contractor that could create a conflict of interest. The Board's approval will not be unreasonably withheld, and denial shall be based on a determination that the agreement violates conflict of interest laws or creates an inappropriate appearance of a conflict of interest.

33. Indemnity. To the extent required by Government Code sections 825 and 995 and other applicable provisions of law, the District shall defend and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings (collectively "Claims") brought against the Superintendent in the Superintendent's individual or official capacity as an agent and employee of the District, whether or not the Superintendent is employed by the District at the time that the Claims are made, provided that the act or omission upon which such Claims are based occurred while the Superintendent was acting in the scope of his employment by the District. If the District defends the Superintendent under a reservation of rights, such defense shall be subject to the terms of Government Code section 825.2. This provision shall continue in full force and effect after the Superintendent's retirement and/or separation from the District.

Dated:

LOS GATOS-SARATOGA UNION HIGH SCHOOL
DISTRICT

Theresa Bond, Board President

Katherine Tseng, Board Vice President

Shawn Mortensen, Board Clerk

Dr. Misty Davies, Trustee

Steve Chen, Trustee

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 understand that the District is relying upon information provided by me regarding employment by the District in extending this offer to appoint me as the Superintendent. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentations.

I further represent 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 hold legal and valid educational administrative credential which are or will be recorded in the Office of the Superintendent of Schools of Santa Clara County before receipt of my first payroll warrant. I further certify that I meet the qualifications of Education Code section 35028.

Dated: _____

Heath Rocha, Superintendent