

**LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT
FIRST AMENDMENT TO THE
EMPLOYMENT AGREEMENT FOR DISTRICT SUPERINTENDENT**

The Governing Board of the Los Gatos-Saratoga Union High School District (“District” or “Board”) and Michael Grove, Ed.D. (“Superintendent”), collectively referred to as “the Parties,” enter into this First Amendment to the Employment Agreement for District Superintendent (“First Amendment”) on this ____ day of June 2022, based on the following:

RECITALS

WHEREAS, the Parties entered into an Employment Agreement for District Superintendent (the “2018 Agreement”) on July 31, 2018; and

WHEREAS, the Parties entered into an Employment Agreement for District Superintendent on July 2, 2019, which replaced the 2018 Agreement in its entirety (the “2019 Agreement”); and

WHEREAS, Paragraph 19 of the 2019 Agreement authorizes the Parties to modify the Agreement by written instrument executed by all Parties; and

WHEREAS, the Parties wish to modify and amend Paragraph 7 of the 2019 Agreement relating to Fringe Benefits;

THEREFORE, based on the foregoing, the Parties wish to modify and amend the 2019 Agreement, effective upon execution of this First Amendment to the 2019 Agreement and approval of this First Amendment by the Board in open session during a regular school board meeting as follows:

AGREEMENT AND AMENDMENT

1. The Parties agree the recitals above are accurate.
2. The Parties agree to make the following amendment to the 2019 Agreement.
3. Paragraph 7 of the 2019 Agreement (Fringe Benefits) shall be revised to state in its entirety:

FRINGE BENEFITS

7.1 The District, at its expense, shall provide the Superintendent fringe benefits of employment which are granted to the District’s certificated management personnel, except as otherwise set forth in this Agreement. Such fringe benefits include, but are not limited to:

- 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”) until the age of 65. Upon separation from the District, the Superintendent shall continue to be entitled to these same Insurance Benefits, in the nature and amount provided to other certificated management employees, at District expense, provided that the Superintendent has first completed at least forty-five (45) months of full-time employment as Superintendent with the District prior to his separation from the District.

- District issued laptop and cell phone.
- Payment of the Superintendent’s membership dues for ACSA and AASA.
- Membership dues and expenses for a community service organization selected by the Superintendent and approved by the Board.
- Term life insurance policy in the amount of \$500,000, in addition to the standard \$50,000 life insurance policy provided to all District management employees.
- Reimbursement allowance of up to \$150 per month for miscellaneous expenses associated with school and community events.

7.2 The Superintendent shall not be entitled to cash in lieu of any medical, dental or vision benefits provided for in this section.

4. This First Amendment supersedes any conflicting provisions in the 2019 Agreement, and any ambiguity between this First Amendment and the 2019 Agreement is to be interpreted in accordance with this First Amendment.
5. All other terms and conditions of the 2019 Agreement are unchanged and unaffected by this First Amendment and shall remain in full force and effect.
6. The 2019 Agreement, as modified by this First Amendment, constitutes the entire understanding and agreement between the Parties, and no addition to, or modification of, any term or provision of the 2019 Agreement, as modified by this First Amendment, shall be effective unless set forth in writing, signed by the Parties, and duly approved by the Board.

June __, 2022

LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT

Katherine Tseng
President, Governing Board

Michael Grove, Ed.D.
Superintendent