

**Subject to Ratification  
by the Board of Education**

**Agreement Between  
the Interim Superintendent  
and the  
Board of Education of the  
Sacramento City Unified School District**

This Agreement ("Agreement") is entered into effective as of this 01<sup>st</sup> day of 01, 2013

2013 (the "Effective Date") between the Board of Education (the "Board") of the Sacramento  
City Unified School District (the "District") and Gene N. [REDACTED] (the "Interim Superintendent")

the Superintendent of the District as prescribed by law, act as secretary to the Board in accordance with Education Code § 35025; exercise those powers and perform those duties set forth in Education Code § 35035; efficiently and effectively manage the programs and operations

perform such other duties as may be requested by the Board. The Interim Superintendent shall

written notice to the Board of Education. Written notice shall be served on the Board President with a copy served on the Chief Business Officer.

consent of the Board and the Interim Superintendent.

**7. Termination for Inappropriate Fiscal Practices.** This provision is intended to

implement the requirements of Government Code section 53260 subdivision (b).

Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and

Superintendent and the District pursuant to this section and the Interim Superintendent's appointment pursuant to the Agreement.

**10. General Provisions.**

a. Governing Law/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. Venue shall be in Sacramento County, California.

b. Indemnity. The District agrees to defend and hold the Interim Superintendent harmless from all legal proceedings brought against the Interim Superintendent to the extent required by law.

c. Entire Agreement. This Agreement contains 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

i. 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.

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

k. 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 each signed counterpart may be used in lieu of the