

**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 21st day of November, 2013 (the “Effective Date”) between the Board of Education (the “Board”) of the Sacramento City Unified School District (the “District”) and Sara Noguchi, Ed.D. (the “Interim Superintendent”).

1. **Term.** The District hereby employs the Interim Superintendent, on a per diem basis, for a period commencing after the expiration of the transition period set forth below (the “transition period”) and terminating as set forth in section 9 below. The Interim Superintendent shall coordinate and transition with the District’s Superintendent.

2. **Compensation.** The Interim Superintendent shall be compensated a per diem rate of \$883.00 per day. Based upon 218 duty days per year, this is an annualized salary of \$192,500. The salary shall be the total compensation of the Interim Superintendent. There shall be no compensation paid for holidays and for non-duty days. The Interim Superintendent shall be paid periodically as the other members of the Interim Superintendent’s cabinet level staff. The compensation shall be effective at the end of the transition period as set forth below. The Interim Superintendent shall be entitled to receive benefits, apart from per diem compensation, that other cabinet level staff receives such as mileage, travel reimbursement and the like in accordance with the District’s Administrative Regulations and Board Policies.

3. **Interim Superintendent’s Duties.** The Interim Superintendent shall be the chief executive officer of the District at the end of the transition period, which transition period shall not extend beyond December 31, 2013. The Interim Superintendent shall perform the duties of

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 of the district; perform all duties specified in the job description for the Superintendent; and, perform such other duties as may be requested by the Board. The Interim Superintendent shall attend all board meetings as permitted by law including executive sessions unless the meeting concerns the Interim Superintendent and in such instances may attend at the Board's discretion. The Interim Superintendent shall advise and assist the Board in the formulation of policies for the governing of the District, and shall promulgate regulations consistent with the Board's policies. The Interim Superintendent may certify or attest to actions taken or decisions made by the Board as authorized by law. The Interim Superintendent shall devote such time as necessary to carry out the duties as specified herein and as may be assigned by the Board from time to time.

4. Health & Welfare Benefits. The Interim Superintendent shall be provided with health and welfare benefits as provided to the cabinet level staff of the District.

5. Vacation and Sick Leave. The Interim Superintendent shall accrue the same vacation and sick leave that is provided to cabinet level staff of the District. The Interim Superintendent may use accrued hours for vacation leave with the approval of the Board President, or authorized designee, if vacation leave is for more than five (5) consecutive duty days.

6. Termination of Agreement. This Agreement may be terminated on any of the following grounds:

a. Expiration of Term by District. The Interim Superintendent shall serve until the selection and assumption of duties by a permanent superintendent. Notice of expiration of term shall be communicated orally or in writing five (5) business days before the termination takes effect.

b. Expiration of Term by Interim Superintendent. The Interim Superintendent may unilaterally terminate this Agreement by giving sixty (60) calendar days

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.

c. Mutual Consent. This Agreement may be terminated at any time by mutual 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 subsequently confirms through an independent audit, that the Interim Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Interim Superintendent and the Interim Superintendent shall not be entitled to any cash, salary payments, health benefits or other non-cash settlement.

8. Abuse of Office Provisions. In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, should the Interim Superintendent receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District if the Interim Superintendent is convicted of a crime involving an abuse of the office or position of Interim Superintendent as defined in Government Code section 53253.4. In addition, if the District funds the Interim Superintendent's criminal defense against charges involving abuse of office or position and the Interim Superintendent is then convicted of such charges, the Interim Superintendent shall fully reimburse the District all funds expended for the Interim Superintendent's criminal defense.

9. Return Option. Provided the Interim Superintendent continues to retain an administrative credential in full force and effect, the Interim Superintendent shall have the option to return to a cabinet level or equivalent certificated administrative position until 12/31/2014 pursuant to section 6. Education Code section 35031 is hereby waived by the Interim

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 Agreement.

d. No Assignment. The Interim Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

e. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument signed by the parties.

f. Exclusivity. To the maximum extent permitted by law, the parties agree that the employment relationship between the District and the Interim Superintendent shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, management handbooks or similar documents.

g. Management Hours. The parties recognize that the demands of the position will require the Interim Superintendent to work more than eight (8) hours per day. The parties agree that Interim Superintendent shall not be entitled to overtime compensation.

h. Board Approval/Ratification. The effectiveness of this Agreement shall be contingent upon approval/ratification by the Board of Education as required by law.

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.

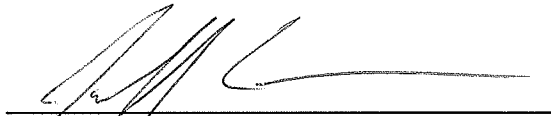
j. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

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 such signed counterparts may be used in lieu of the originals for any purpose.

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


WHEREFORE, the parties hereto, by their signatures below, enter into this Agreement as of the Effective Date.

Sacramento City Unified School District



By: Jeff Cuneo
Its: Board President

Interim Superintendent


By: Sara Noguchi, Ed.D.

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