

INTERIM SUPERINTENDENT CONTRACT

THIS AGREEMENT is made this ___ day of June, 2013, by and between the Governing Board of the Linden Unified School District ("District" or "Board") and Leo Zuber ("Interim Superintendent")

1. Term. District hereby employs Interim Superintendent beginning the 30th day of May, 2013, and continuing until the new permanent Superintendent reports for duty, subject to the terms and conditions set forth below.
2. Salary. The Interim Superintendent's salary shall be Four Hundred Fifty Dollars (\$450.00) per work day when services are actually performed. The payment of the Interim Superintendent's salary shall be consistent with regular payroll procedures. At the end of each month, the Interim Superintendent shall submit a calendar to the District indicating which days he worked for the District during the previous month.
3. Interim Superintendent's Duties. The Interim Superintendent shall perform the duties of District Superintendent.
4. Termination of Contract.
 - a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Interim Superintendent.
 - b. At Will Termination of Interim Superintendent. The Interim Superintendent's status as Interim Superintendent and all of the Interim Superintendent's rights under this Agreement may be terminated by either the Board or the Interim Superintendent at any time for any reason.
 - c. Report to Duty by Permanent Superintendent. This Agreement shall terminate when the new permanent Superintendent reports for duty.
5. Expense and Mileage Reimbursement. The Interim Superintendent shall be reimbursed pursuant to District policy and upon documentation for necessary expenses incurred while performing his day-to-day duties and obligations and he shall also be reimbursed for driving his personal automobile to and from the District at the IRS approved rate per mile.
6. General Provisions.
 - a. Governing Law and Venue. This Agreement, and the rights and obligations of the Parties, shall be governed by and construed in accordance with the laws of the State of California.
 - b. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions, and the Parties have not relied upon any representation, express or implied, not contained in this Agreement.

- c. No Assignment. The Interim Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. Seniority. The Interim Superintendent shall not be considered eligible for seniority or permanent status.
- e. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the Parties.
- f. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

GOVERNING BOARD of the LINDEN UNIFIED SCHOOL DISTRICT

Clayton Titus, Board President

Date: _____

INTERIM SUPERINTENDENT

Leo Zuber

Date: _____