

**MEMORANDUM OF UNDERSTANDING RELATING TO  
INTERIM RESPONSIBILITY FOR  
DISTRICT SUPERINTENDENT**

1. **PARTIES.** This Memorandum of Understanding (“MOU”) is entered into between the Upper Lake High Union High School District (“High School District”) and the Upper Lake Unified School District (“Unified District”).
2. **PURPOSE.** Upper Lake Elementary School District and the High School District are in the process of unifying into the Unified District, effective July 1, 2016. Patrick Iaccino is the current superintendent of the High School District. Superintendent Iaccino has also been chosen by the interim Unified District board as the interim superintendent of the Unified District pending the transition to full unification. The purpose of this MOU is to define the roles and responsibilities of the parties as it relates to the employment of the District Superintendent during that transitional time.
3. **AGREEMENT.** The parties agree that, pending full unification, Superintendent Iaccino shall continue to serve as the superintendent of the High School District. During that time, Supt. Iaccino shall also devote some time and provide some services to the Unified District to assist in the transition to full unification. Because of the benefits to both Districts from this joint service, the High School District agrees that, notwithstanding that Supt. Iaccino will provide such services to the Unified District, the High School District shall pay all costs in salary and benefits of for Supt. Iaccino. The parties acknowledge that Supt. Iaccino shall be paid one salary, at his current rate of total compensation, for which he will provide services to both Districts, as set forth in this paragraph.
4. **TERM OF MOU.** This MOU will become effective on the date upon which both boards shall have executed it, and will remain in effect until June 30, 2016, after which it shall be terminated under the terms of this MOU.
5. **PAYMENT.** Except as set forth in this MOU, no payment shall be made to either party by the other party as a result of this MOU, and no reimbursement shall be sought by either party from the other.
6. **AMENDMENTS.** This MOU may be amended upon the joint consent of both parties. No amendment to this MOU shall be valid unless entered into in writing by both parties after the date of its execution.
7. **ENTIRE AGREEMENT.** This MOU contains the entire agreement and understanding between the parties and supersedes all prior written or oral representations and agreements with respect to the subject matter herein.
8. **APPLICABLE LAW.** This MOU shall be construed in accordance with and governed by the laws of the State of California with venue as to any dispute in the County of Lake and in no other place.

9. **SEVERABILITY.** If any term, provision, covenant, or condition of this MOU is held by a court of competent jurisdiction to be void, or unenforceable, the remainder of the MOU shall remain in full force and effect and in no way shall be invalidated by such declaration.

10. **TERMS AND CONDITIONS.** The parties to this MOU acknowledge that each has read and understood this MOU completely, and will fully comply with all terms and conditions of this MOU set forth herein.

**IN WITNESS WHEREOF,** the parties to this MOU have executed this MOU by their duly authorized representatives on the dates of their signatures.

**HIGH SCHOOL DISTRICT**

**UNIFIED DISTRICT**

By: \_\_\_\_\_  
(Signature of person authorized to execute Agreement.)

By: \_\_\_\_\_  
(Signature of person authorized to execute Agreement.)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Date: \_\_\_\_\_