

*Mendon Upton Regional School District*  
**INTERIM SUPERINTENDENT**  
**EMPLOYMENT TERMS**

AGREEMENT between the Mendon Upton School Committee, hereinafter referred to as the Committee, and [REDACTED] hereinafter referred to as the Interim Superintendent.

IN CONSIDERATION of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree certain Employment terms amending the agreement signed on July 8, 2021, appointing [REDACTED] Assistant Superintendent of Schools for a term of five (5) years, which new terms shall supplement but not replace the July 8, 2021 agreement, and which contract as Interim Superintendent shall remain in effect until June 30, 2022 or until a permanent superintendent has reported to work, whichever occurs first.

**1. EMPLOYMENT:**

The Committee hereby requires services from [REDACTED] as Interim Superintendent of the Mendon Upton Regional School District, and [REDACTED] hereby agrees to provide said services in addition to those stated in the July 8, 2021 contract as follows: as Interim Superintendent of the Mendon Upton Regional School District, subject to the terms and conditions in this Agreement and the July 8, 2021 agreement.

**2. TERM:**

A. [REDACTED] shall perform the duties of Interim Superintendent from July 16, 2021 until June 30, 2022 or until a permanent Superintendent reports to work, whichever occurs first. [REDACTED] shall continue to be evaluated in accordance with the July 8, 2021 agreement, except and unless that procedure is modified in a written agreement. [REDACTED] shall be indemnified to the fullest extent permitted by M.G.L. c258. This amendment will automatically terminate when a permanent superintendent is in place, unless otherwise agreed upon in writing by the parties hereto.

B. At the time of termination of this agreement for any reason, [REDACTED] shall continue to be employed pursuant to the terms and conditions of her July 8, 2021 contract appointing [REDACTED] Assistant Superintendent until it expires or is further extended, modified or amended in writing.

**3. COMPENSATION:**

The Committee agrees to pay the Interim Superintendent, in consideration of the faithful, diligent and competent performance of [REDACTED] duties and responsibilities as Interim Superintendent of Schools, the annualized salary of One hundred and Sixty-five thousand dollars (\$165,000.00), which shall be pro rated per day of service as Interim Superintendent for the duration of [REDACTED] service as Interim. Upon termination of [REDACTED] service as Interim Superintendent [REDACTED] salary shall revert to the salary paid to [REDACTED] as Assistant Superintendent under the July 8, 2021 contract. The salary reversion shall not be considered a "reduction" in salary within the meaning of M.G. L. c. 71. [REDACTED] shall receive no other compensation or benefits, except for those contained in the July 8, 2021 agreement unless specifically provided herein, and [REDACTED] shall retain all such benefits during [REDACTED] service as Interim, including but not limited to retention of all sick leave benefits as stated therein.

**4. DUTIES:**

The Interim Superintendent shall manage the system in a fashion consistent with state law and the policy determinations of the Committee and consistent with the goals agreed upon by the

Committee and the Interim Superintendent. [REDACTED] shall faithfully, diligently, and competently perform [REDACTED] duties and responsibilities as Interim Superintendent of Schools. [REDACTED] shall comply with the policies and procedures of the Committee and shall serve and perform such duties at such times and places and in such manner as the Committee may from time to time direct.

**5. TERMINATION:**

- A. In the event that the Interim Superintendent desires to terminate this contract before its term has expired, [REDACTED] may do so by giving at least ninety (90) days' written notice of [REDACTED] intention to the Chairman of the Committee. On termination of this services agreement all of [REDACTED]'s benefits, compensation, and terms of employment shall revert to those contained in the July 8, 2021 agreement.
- B. This Agreement may be terminated at any time by the Committee for its convenience, with or without cause, at which point [REDACTED] shall continue to be employed pursuant to the July 8, 2021 agreement for services as Assistant Superintendent.
- C. The parties agree that if [REDACTED] is appointed Superintendent they shall meet and negotiate termination language incorporating a hearing process and a "good cause" standard for dismissal as that term has been applied in educator dismissals under Massachusetts law, and an appeal thereof to arbitration (the arbitration procedure being an element of the July 8, 2021 contract).

**6. CERTIFICATE:**

The Interim Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying [REDACTED] to serve as a Superintendent of Schools.

**7. ENTIRE AGREEMENT:**

This Contract amends the July 8, 2021 agreement between the Committee and [REDACTED], and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein or in the July 8, 2021 agreement. No subsequent modification or addition to this Agreement or the July 8, 2021 agreement shall have any effect unless set forth in writing and specifically referred to as a modification and signed by both parties hereto.

**8. SEVERABILITY:**

If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this 16<sup>th</sup> day of August, 2021.

[REDACTED]  
*Interim Superintendent*  
Mendon Upton School District

By: [REDACTED]  
Mendon Upton School Committee