

**EMPLOYMENT AGREEMENT FOR
ASSISTANT SUPERINTENDENT OF EDUCATIONAL SERVICES
BETWEEN THE SAN CARLOS SCHOOL DISTRICT
AND MARY JUDE DOERPINGHAUS**

THIS AGREEMENT is entered into this **1st day of July, 2015** by and between the Board of Trustees of the San Carlos School District, hereinafter referred to as "Board" or "District" and Mary Jude Doerpinghaus hereinafter referred to as "Assistant Superintendent."

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. **TERM:** The Board hereby employs and the Assistant Superintendent accepts the position of District Assistant Superintendent of Educational Services for a term of three (3) school years, commencing on July 1, 2015 and ending June 30, 2018.

2. **DUTIES:** The Assistant Superintendent shall be required to provide twelve months of full and regular service to the District during each of the school years covered by the term of this Agreement. The Assistant Superintendent shall direct and oversee the implementation of strategic plan, exceptional student education, student services, cross-discipline assessment alignment and implementation, curriculum development and implementation, parent-career and community education, and staff development. The Assistant Superintendent shall also ensure effective hiring practices and employment relations. The Assistant Superintendent shall perform other duties as may be assigned by the Superintendent in addition to those responsibilities described in Exhibit A (Job Description).

3. **COMPENSATION:** In full consideration for the services provided under this Agreement, the Assistant Superintendent will receive a base annual salary compensation package at the annual rate of one hundred and fifty-seven thousand dollars (\$157,000). The annual base salary shall be payable in twelve equal monthly installments, payable the last day of each month.

In addition to the annual base salary and stipend, the Assistant Superintendent may receive an annual performance bonus ("Incentive Compensation"), of no more than \$8,000 per fiscal year. The Superintendent shall have the sole discretion to determine whether and how much to allocate to the Assistant Superintendent as Incentive Compensation. The Superintendent's determination shall be based on his/her evaluation of the Assistant Superintendent's work performance. Payment of Incentive Compensation, if any, is to be made by June 30 of each year.

The parties agree that the Assistant Superintendent's salary will not be affected by any cost-of-living increase or other compensation adjustment, which may be provided to other District employees as a result of collective bargaining negotiations. The parties further agree that the Assistant Superintendent's annual base salary will increase to \$161,710 effective July 1, 2016; and \$166,561 effective July 1, 2017.

4. **BENEFITS:** The parties agree that the Assistant Superintendent shall receive the same benefits as currently offered to management employees. These benefits shall be in addition to the annual base salary, the annual stipend, and any Incentive Compensation.

5. **TRANSPORTATION:** The Assistant Superintendent shall be provided \$1,800.00 per year for transportation expenses for the operation of the Assistant Superintendent's own vehicle for District related activities.

6. **CELL PHONE:** The Assistant Superintendent shall be provided \$480.00 per year for cell phone expenses for the operation of the Assistant Superintendent's own cell phone for District related activities.

7. **VACATION TIME:**

- a. **Accrual of Vacation Time:** On July 1 of each year during the term of this Agreement, the Assistant Superintendent shall earn 25 days of vacation time. At no time may the Assistant Superintendent accrue more than 40 days of vacation time. As such, the Assistant Superintendent may "carry over" to another school year no more than 15 days of unused vacation. Upon termination or expiration of

this Agreement, the Assistant Superintendent shall be entitled to compensation for all unused accrued vacation days at the then current salary rate. In the event that the Assistant Superintendent's contract is terminated prior to the end of a fiscal year, vacation pay-out will be prorated based on termination date and any vacation carryover.

- b. Taking of Vacation Time: The Assistant Superintendent will gain prior approval from the Superintendent or his/her designee for any and all vacation days to be taken. It is the parties intention that the Assistant Superintendent take the full amount of vacation time each year and that vacation be scheduled to the extent practicable during times when the schools of the District are not in session. The Assistant Superintendent shall keep records of the use of vacation time and will report vacation time in accordance with District procedures. The Assistant Superintendent is expected to work a full workday and is expected to account for absences of greater than one half of a workday as vacation time, sick leave, or another leave of absence.

8. **HOLIDAYS:** The Assistant Superintendent shall be entitled to receive holidays as provided to management employees of the District.

9. **SICK LEAVES AND OTHER LEAVES OF ABSENCE:** The Assistant Superintendent shall earn one (1) day of sick leave per month, in accordance with District practice for management employees. To the extent allowed by law, sick Leave may be accrued for California Public Employee's Retirement System (PERS) purposes. The Assistant Superintendent shall be entitled to use up to 7 days of sick leave per year for personal release time.

10. **EXPENSE REIMBURSEMENT:** The District shall reimburse the Assistant Superintendent for all actual and necessary expenses incurred by the Assistant Superintendent within the scope of employment in accordance with applicable District policy, ,, not to exceed \$500 per month without the prior written authorization of the Board through the Board President or his/her designee. Expense reimbursement requests shall be submitted within thirty (30) days of their occurrence on the District warrant request form and are subject to approval by the Board through the Board President or his/her designee.

11. **PROFESSIONAL DEVELOPMENT:** The District shall pay the Assistant Superintendent's annual membership dues and fees for ACSA. The Assistant Superintendent shall attend appropriate professional meetings at the community, local, state and national level, subject to approval by the Board, the expense of said attendance to be incurred by the District unless such costs are paid for or reimbursed by the sponsoring agency. Such professional meetings include those associated with ACSA. The District encourages the Assistant Superintendent to maintain and improve her professional competence by all available means including subscriptions to appropriate periodicals, which shall be at the District expense. The district may pay for other professional resources and activities as may be requested by the Assistant Superintendent, subject to approval by the Board through the Board President or his/her designee.

12. **OUTSIDE PROFESSIONAL ACTIVITIES:** The Assistant Superintendent may undertake consulting work, speaking engagements, writings, lectures, or other professional duties and obligations as approved by the Superintendent provided that the outside professional activities do not interfere with the Assistant Superintendent's performance of the duties required under this Agreement and all activities are undertaken at no expense to the District and on the Assistant Superintendent's personal time.

13. **EVALUATION:** The Superintendent will be responsible for the annual evaluation of the Assistant Superintendent. Each year, by September, the Superintendent and the Assistant Superintendent shall agree on the Assistant Superintendent's goals and objectives for the year. The evaluation will be based on the position description and mutually agreed upon goals and objectives. If the Superintendent gives the Assistant Superintendent an unsatisfactory or needs improvement evaluation, the Superintendent must provide a plan for improvement. During the term of this Agreement, the Assistant Superintendent will have the opportunity to comply with this plan.

14. **TERMINATION OF AGREEMENT:** This Agreement may be terminated prior to expiration of the contract term as follows:

a. The parties may terminate the Agreement by written mutual consent.

b. The Assistant Superintendent may unilaterally terminate the Agreement provided that, unless otherwise waived by the Board, the Assistant Superintendent shall give sixty (60) days advance written notice. Notwithstanding the provisions of Section 7 above, for each day less than sixty (60) days advance written notice, the Superintendent's unused vacation days shall be reduced by one day. Should the Assistant Superintendent become interested in a position elsewhere during the term of the Agreement, she shall advise the Board of this interest once she learns that she is a finalist for such position.

c. The Board may terminate the Agreement for cause as defined in Education Code section 44932. Notice of termination for cause shall be given in writing, and the Assistant Superintendent shall be entitled to appear before the Board to discuss such causes. If the Assistant Superintendent chooses to be accompanied or advised by legal counsel at such meeting, the Assistant Superintendent shall bear any costs therein involved. Such meeting shall be conducted in a closed session unless specifically prohibited by State law. The Assistant Superintendent shall be provided a written decision describing the results of the meeting.

d. The Board may terminate the Agreement without cause upon ninety (90) calendar days written notice provided that the District shall pay the Assistant Superintendent, as severance pay, the Assistant Superintendent's base salary which the Assistant Superintendent would have earned under this Agreement to the date set forth in Section 1, but not to exceed nine (9) months base salary.

e. Pursuant to Government Code section 53261, in the event of termination of this contract for any reason, no non-cash benefit may be conferred in settlement except for employer-paid health benefits, which may be provided for a period not to exceed the period by which any cash settlement is measured. In any event, employer-paid health benefits shall be discontinued if and when the employee obtains other employment before the measuring period has expired.

15. NON-RENEWAL OF AGREEMENT: Pursuant to Education Code section 35031, the Board may elect not to renew this Agreement at the expiration of its term by giving written notice to the Assistant Superintendent forty-five (45) days prior to the expiration of its term. Failure to give such notification will make the Agreement automatically renew for one (1) year upon the same terms and conditions. The Assistant Superintendent shall give notice to the Board of this provision at least ninety (90) days prior to the expiration of the term of this Agreement.

16. MEDIATION: Should any dispute arise out of this Agreement, the parties will meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, will be paid in equal shares by the District and the Assistant Superintendent. If a mediated settlement is reached, neither party will be prevailing party for the purposes of this settlement. Neither party will be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

17. MERGER CLAUSE: This Agreement constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties that are not expressly stated in this document are not binding. All subsequent modifications will be in writing and signed by the parties.

18. APPLICABLE LAW: This Agreement is subject to all applicable laws of the State of California, the regulations of the State Board of Education, and the rules, regulations, and policies of the District. Any lawsuit concerning or arising out of this Agreement shall be venued in the Superior Court of California, County of San Mateo.

19. 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.

IN WITNESS WHEREOF, the parties hereto, or their duly authorized representative, affixed their hands.

ASSISTANT SUPERINTENDENT OF EDUCATIONAL SERVICES

Dated: _____

MARY JUDE DOERPINGHAUS

SAN CARLOS SCHOOL DISTRICT

Dated: _____

DR. CRAIG BAKER, SUPERINTENDENT

Dated: _____

PRESIDENT, BOARD OF TRUSTEES

ATTEST:

CLERK, BOARD OF TRUSTEES

*** Exhibit A (Job Description)**
Assistant Superintendent of Educational Services

ESSENTIAL DUTIES: Under the direction of the Superintendent and in cooperation with other District administrators, the Assistant Superintendent shall provide leadership, vision and strategic direction for curriculum, instruction, assessment, school improvement initiatives, and ongoing and effective professional growth and staff development.

The Assistant Superintendent shall also develop and maintain educational programs and instructional practices that yield the highest standards of student achievement in all areas of development, instructional excellence, and community support for students preschool through 8th grade.

S/he shall also establish and maintain effective hiring practices and employment relations, meet regularly with and support site administrators in meeting identified instructional goals that drive the District Strategic Plan forward, oversee the activities of the prevention/intervention programs and exceptional student education programs, and engage and educate stakeholders, including the Board of Trustees, in understanding, assessing, and supporting District programs.

RESPONSIBILITIES:

Leadership and Continuous Improvement

- Provide proactive leadership in promoting and implementing the vision of the District strategic plan
- Provide leadership, oversight, direction and support for all District instructional support programs, school improvement and learner outcomes
- Provide leadership for a collaborative team to ensure that curriculum and instructional initiatives are student focused, whole-child centered and aligned with the District's strategic plan and school goals and improvement plans
- Provide leadership for the articulation among all instructional levels (preschool to eighth) to include all general and exceptional needs programs
- Set high standards of performance for self and others
- Keep well informed about current trends and new innovations in curriculum and best instructional practices
- Attend meetings and conferences which promote professional growth and will benefit the District
- Promote, support and monitor professional development for self and others in 21st Century Learning
- Monitor continuous improvement efforts at the site and district level

Technical/Professional Knowledge

- Provide leadership and collaboration in identifying and acquiring appropriate educational materials, resources and equipment to support 21st Century learning and college/career readiness
- Provide leadership and guidance to ensure all learners reach their highest academic, social, emotional, intellectual and physical potential through integration of support and services through a variety of intervention and instructional models which emphasize 21st Century learning practices Assist with the development of educational specifications and school design
- Oversee the planning and implementation of the District's staff development and professional growth program
- Facilitate development and implementation of negotiated staff evaluation process (educators, administrators and classified staff) and professional growth evaluation model including professional development, coaching and mentoring
- Provide leadership and organizational structure in the Human Resources department by assisting with the recruitment, selection, and placement of certificated and administrative personnel who support the district's vision.
- Supervise assigned personnel, conduct annual performance reviews, and make recommendations for

- appropriate employment actions, as assigned by Superintendent
- Support collective bargaining negotiations in coordination with Superintendent and Human Resources Director
- Ensure employment practices are in compliance with established mandated regulations and protect for employee safety, welfare, wellness and health
- Facilitate positive employee relations, communications, policy development, compensation and benefits administration for certificated staff

Communication & Collaboration

- Work closely with preschool, elementary and middle schools leaders to support school improvement and coordination and implementation of the strategic plan district-wide
- Maintain communication with other agencies, school districts and community partners to share and receive information on effective programs and practices in a timely manner
- Use appropriate interpersonal styles and communication methods to guide individuals and groups in forward thinking efforts toward task accomplishment and success
- Use a variety of communication verbal and written techniques as well as technological tools to ensure the appropriate flow of information, collaboration and feedback with all constituents including, but not limited to, Board of Trustees, cabinet members, district office staff, site staff and parent community
- Report on the status of curriculum and instructional programs and services, including assessment and evaluation information to the school board and/or community, at the request of the Superintendent.

Critical Thinking

- Reflect critically on district-wide goals, outcomes and progress within the scope of School Board policy, administrative direction, assessed and identified learner needs, site needs and operational constraints
- Assist in the development of policies and administrative guidelines for curriculum and instructional services
- Establish a systemic approach to curriculum and instructional planning, development, implementation, and evaluation through both conventional, innovative and blended means preschool to eighth grade
- Facilitate cohesion district wide in linking formative and summative assessment data, curriculum and instructional programming focused on “whole child” development preschool to eighth grade in preparation for high school and career/college preparedness
- Facilitate efficient use of financial and staff resources to meet the District’s goals, objectives and targeted outcomes
- Use technology effectively to communicate, solve problems and provide learning opportunities for all staff and students

Constancy of Purpose and Civility

- Lead by example as a contributing, empathetic citizen and leader who cares about the environment and all people of the world
- Lead by example as problem solver, critical thinker, risk taker, designer, collaborator and innovator
- Maintain good public relations with parents, local businesses, community partners and groups, to share and receive information and respond to feedback
- Serve on the Superintendent’s cabinet and Leadership teams
- Serve as a district representative/leader in the event of an emergency as determined by the Superintendent
- Perform other tasks consistent with the goals and objectives of this position, as assigned by the Superintendent

TERMS OF EMPLOYMENT: Salary, benefits, length of work and hours of employment shall be those established by the Superintendent and School Board.

MINIMUM QUALIFICATIONS:

1. Master’s Degree from an accredited educational institution
2. Certification in Educational Administration
3. Experience as public school or school district administrator.

EVALUATION: Performance of this job will be evaluated in accordance with provisions of the Board of Education policy on evaluation of personnel and the contractual agreement with the employee by Superintendent.