



**EMPLOYMENT AGREEMENT**

**Contract: Principal/Director of Curriculum and Instruction**

**THIS AGREEMENT is made this June 17, 2015**, by and between the Governing Board of the Arena Union Elementary School District (“District” or “Board”) and Kathleen Crossman (“Principal/Director”). It is understood that the use of the term Principal/Director of Curriculum and Instruction, as used herein, includes the duties of Principal and Director of Curriculum and Instruction.

1. Term. District hereby employs Principal/Director for a period of one year, beginning **July 1, 2015** and terminating on the **June 30, 2016**, subject to the terms and conditions set forth below.

**If the Principal/Director receives a positive annual performance review by June 30, 2016 as set forth in section 4, the term of this Agreement shall be extended by one year.**

2. Salary. The Principal/Director’s salary shall be in accordance with the attached Principal/Director’s Salary Schedule in effect for the applicable school year and, if applicable, a merit payment calculated on the appropriate salary placement on the Principal/Director’s Salary Schedule. The Principal/Director’s salary shall be payable in twelve (12) monthly payments. If at the end of each year of service, the Principal/Director’s overall performance is rated by the Superintendent as exceeding the job requirements, the Principal/Director will move up one step on the Principal/Director’s Salary Schedule for longevity, and an appropriate merit increase will be awarded as outlined in Section 4 of this Agreement and shown on the Principal/Director’s Salary Schedule.

The Board reserves the right to change the Principal/Director’s salary for any year of this Agreement with the mutual written consent of the Principal/Director and the Board. A change in

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salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

3. Principal/Director Duties. The Principal/Director is employed as Principal/Director and shall perform the duties of School Principal and District Director of Curriculum and Instruction as prescribed by the laws of the State of California and the District's job description for the Principal/Director of Curriculum and Instruction, attached.

4. Evaluation. The Superintendent may evaluate and discuss the performance of the Principal/Director at any time during the term of this Agreement. If the Superintendent determines that the performance of the Principal/Director is unsatisfactory, the Superintendent shall communicate his/her evaluation to the Principal/Director. If the Superintendent evaluates the Principal/Director in writing, the written evaluation shall be delivered to the Principal/Director and a copy of the evaluation shall be placed in the Principal/Director's personnel file. The Principal/Director shall then have ten (10) days from receipt of the evaluation to respond in writing to the evaluation. The Principal/Director's written comments shall be filed with the evaluation in a sealed envelope in the Principal/Director's personnel file and marked "Confidential to be Opened by Authorized Personnel Only."

The Superintendent shall, if requested by the Principal/Director, meet and discuss the contents of the evaluation with the Principal/Director within a reasonable time after the Principal/Director has heard or received the evaluation. Evaluation of the Principal/Director shall only be discussed with the Board in closed session.

Adjustments of the Principal/Director's compensation package shall be based on appropriate longevity adjustment and may include merit adjustment after annual review of performance.

5. Termination of Contract.

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a. Mutual Consent. This Agreement may be mutually changed with the consent of the District and the Principal/Director on thirty (30) days written notice.

b. Nonrenewal of Agreement by the District. The Governing Board may elect not to renew this Agreement at the completion of the Agreement for any reason or no reason by providing written notice to the Principal/Director prior to March 15 of the final contractual year. The Superintendent shall inform each member of the Board of this notice requirement not later than February 1.

c. Termination of Status as a Certificated Employee. The Principal/Director's status as a permanent or probationary certificated employee of the District may be terminated in accordance with the applicable provisions of law.

d. Termination as Principal for Cause. The Principal/Director's status as Principal/Director and all of the Principal/Director's rights under this Agreement may be terminated by the Board at any time for, but not limited to, breach of contract; grounds enumerated in the Education Code; or the Principal/Director's failure to perform his/her responsibilities as set forth in this Agreement, as defined by law, or as specified in the Principal/Director's job description, if any. The Board shall not terminate this Agreement pursuant to this paragraph (d) until a written statement of the grounds for termination has first been served upon the Principal/Director. The Principal/Director shall then be entitled to a conference with the Board and Superintendent at which time the Principal/Director shall be given a reasonable opportunity to address the Board's concerns. The Principal/Director shall have the right to have a representative of his or her choice at the conference with the Board. The conference with the Board shall be the Principal/Director's exclusive right to any hearing otherwise required by law.

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e. Termination of Principal/Director Without Cause. The Principal/Director's status as Principal/Director and all of the Principal/Director's rights under this Agreement may be terminated by a majority of the Board at any time during the term of this Agreement. In the event of such termination, the District shall continue to pay the Principal/Director's full salary and benefits for the remainder of this Agreement or for a period of three (3) calendar months following the effective date of termination, whichever is less.

6. Physical Examination. As a condition of employment with the District, the Principal/Director shall be required to satisfactorily pass a job-related physical examination conducted at District expense by a physician of Principal/Director's choice. The Principal/Director shall also be required to take a physical examination at least once every other year. The report of the physical examination shall be given directly to the Principal/Director; however, the examining physician shall advise the Board in writing of the Principal/Director's continued physical fitness to perform the duties of Principal/Director. The costs of the physical examination shall be paid by the District, unless provided for by health insurance plan.

7. Fringe Benefits. The Principal/Director shall be entitled to receive the same District paid health, dental, vision and workers' compensation benefits as provided to other certificated employees of the District.

8. Expense and Mileage. The Principal/Director is required to have a vehicle available at all times to exercise the powers and to perform the duties of the position. In order to reimburse the Principal/Director for this vehicle requirement, the Principal/Director shall be entitled to an amount equal to IRS limit for reasonable transportation expenses incurred for travel within the District required by the Principal/Director's employment. It is understood that no reimbursement shall be made for commuting to and from the Principal/Director's residence and the District work site. Reimbursement

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for required school-related travel outside the District will be paid for in accordance with the terms of this Agreement and Board policy. The District will provide a cellular phone for District business, and pay all related costs.

9. Sick Leave. The Principal/Director shall be allocated twelve (12) days of sick leave annually. It is understood that Principal/Director may transfer accumulated sick leave from his or her former certificated employment as authorized by Education Code section 44982.

10. Work Year. The Principal/Director shall be required to render 210 days of full and regular service to the District during each annual period covered by this Agreement. In the event that additional workdays are required by the Superintendent, those days will be paid at the salary rate in effect during the school year in which the days were worked.

11. Professional Meetings and Membership. The Principal/Director is expected to attend appropriate professional meetings at local, state and national levels and to periodically report to the Board his appraisal of such meetings. Prior approval of the Superintendent shall be obtained when the Principal/Director attends a function outside of the District. The District shall pay for Principal/Director's membership in the Association of California School Administrators (ACSA).

12. 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. The parties also agree that, in the event of litigation, venue shall be the proper state or federal court located in Mendocino County, California, and no other place.

b. 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.

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- c. No Assignment. The Principal/Director may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. Seniority. The Principal/Director shall be considered a school site administrator for the purpose of Education Code section 44956.5.
- 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.
- g. Other. To the extent applicable, this Agreement is subject to the provisions of Government Code sections 53243-53243.4 which requires reimbursement under the circumstances stated therein.
- h. Indemnity. To the fullest extent permitted by law, each party shall defend, indemnify, and hold the other party harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the indemnified party.

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Superintendent

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Principal/Director

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The Governing Board of the Point Arena Joint Union High School District approves this contract on June 17, 2015, by the following vote:

Jim DeWilder	Aye:	<input type="checkbox"/>	No:	<input type="checkbox"/>
Leslie Bates	Aye:	<input type="checkbox"/>	No:	<input type="checkbox"/>
Ron Miles	Aye:	<input type="checkbox"/>	No:	<input type="checkbox"/>
M. Vikki Robinson	Aye:	<input type="checkbox"/>	No:	<input type="checkbox"/>
Bob Shimon	Aye:	<input type="checkbox"/>	No:	<input type="checkbox"/>
Cindy Cione	Aye:	<input type="checkbox"/>	No:	<input type="checkbox"/>
Bob Gardiner	Aye:	<input type="checkbox"/>	No:	<input type="checkbox"/>

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## POINT ARENA SCHOOLS

### **CLASS TITLE: PRINCIPAL/DIRECTOR OF CURRICULUM AND INSTRUCTION**

The principal is a professional leader who is student-focused and responsive to the needs of parents and staff. He/she assumes responsibility for all managerial and educational aspects of the school, with particular focus given to instructional leadership and effective administration of the overall program.

### **DESIRED QUALIFICATIONS**

- A. Relates and evaluates all the activities of the school in terms of student needs.
- B. A master teacher with a wide range of teaching skills and experience with the ability and desire to provide direct instructional support to staff and training in researched based pedagogy and instructional strategies.
- C. Understand at a practical level the many options available to individualize and personalize the learning experience to meet the particular needs of students, and know how to train staff and develop scheduling to implement individualization and differentiation of instruction, particularly for English Learners (EL) and Special Education students.
- D. An effective change agent who can find the pace and direction of change suitable to the community and staff, and accomplish desired results without unnecessary disruption.
- E. A record of excellence at assisting the process of communication in the community in order to assure that school board, staff, parents, and students understand the goals of the school and are able to work together toward accomplishing them.
- F. An effective mediator/arbitrator who can find satisfactory solutions to those problems which arise from differing values, interests, needs, and limited resources within the school system; approachable and open to input from constituents.
- G. Experience in dealing with the problems of vertical articulation with feeder schools, and a strong commitment to developing a comprehensive, quality program.
- H. The ability to fully develop and utilize the wide range of community resources available to the school.
- I. Aware of the full range of professional support available to improve the quality of program and instruction, and know how to utilize this kind of short-term help.
- J. A clear, strong, flexible educational philosophy which can be recognized in previous accomplishments in the field of education and is responsible to social change.

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- K. Ability to establish clear and fair boundaries relative to student conduct, and enforce these boundaries consistently and effectively in order to instill confidence and trust in students, staff, and parents, relative to the handling of student behavior.
- L. Training and experience in student counseling, Special Education and serving English Learners.

**DUTIES AND RESPONSIBILITIES**

1. Organize and administer the educational program of the school and provide leadership and supervision to students and teachers.
  - A. Develop, implement and evaluate a quality standards-based educational program.
  - B. Develop and implement a Master Schedule based on student needs and course selections.
  - C. Develop, implement and evaluate academic intervention and student support programs.
  - D. Supervise, motivate and evaluate certificated and classified staff; provide assistance and support in areas where improvement and/or change is needed.
  - E. Establish and maintain an approach to student discipline that is positive and stresses concepts such as respect, responsibility and personal growth.
  - F. Establish a school culture that values academic excellence and rigor.
  - G. Participate in selecting staff according to the requirements of Collective Bargaining Contracts.
  - H. Establish and maintain effective communications with parents and community.
  - I. Promote activities that actively involve students, parents and staff.
  - J. Assign and coordinate use of facilities by community service groups.
  - K. Provide data and ideas necessary to construct the district budget. Supervise the fiscal affairs of the school.
  - L. Maintain records of employee attendance and verify hours and days worked by certificated and classified employees.
  - M. Lead school successfully through periodic reviews such as WASC, CPM and Williams.
  - N. Respond to below-target State and Federal academic rankings and low test scores with adjustments in the instructional program and appropriate training for teachers.
  - O. Perform other duties as the Superintendent may direct.

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2. Serve as a student advocate to ensure that each student receives an appropriate program, is properly placed, and is provided assistance in resolving personal and academic problems.
  - A. Provide orientation for all incoming students and their parents.
  - B. Organize and maintain student records that can be used by students and teachers for purposes of determining academic need and present and future placement.
  - C. Assure that information regarding various educational and testing programs is made available to students and teachers.
  - D. Utilize technology to enhance the instructional program, improve student learning, build the Master Schedule and facilitate communication with parents.
  - E. Provide materials and information to assist teachers in developing skills to support, motivate and counsel students.
  - F. Attend all IEP and SST meetings; appoint a designee when unable to attend.
  - G. Conduct periodic follow-up surveys of all students for the purpose of evaluating curriculum offerings.
  - H. (High School Only) Provide students information about available scholarships and assist them in completing necessary applications and/or statements of financial needs. Encourage post-secondary education.
  - I. Provide guidance and support to students and parents regarding course selection that challenges students at the highest academic level they are capable of.

The principal will demonstrate his/her:

1. Skill as a master teacher
2. Ability to provide staff support that leads to the attainment of articulated and stated teacher, district and state standards objectives for a given grade level.
3. Ability to articulate, supports, and develop a variety of options designed to meet the needs of students and their different learning styles.
4. Ability to communicate in writing school and classroom objectives; report progress in achieving those objectives on a scheduled basis to the school board, staff, and community.
5. Consistency in meeting deadlines and following through on commitments.

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6. Ability to serve as a resource specialist and demonstrate an effective utilization of a variety of personnel to enhance the educational program.
7. Use of a wide range of community resources.
8. Ability to establish clear and fair boundaries relative to student conduct, and enforce these boundaries consistently and effectively, in a way consistent with school board policy in order to instill confidence and trust in students, staff, and parents relative to the handling of student behavior. Familiar with CA Education Code as it pertains to students and employees.
9. Ability to develop and articulate in writing goals and programs with teachers and other staff, and evaluate and report on progress towards achieving these goals.
10. Ability to articulate in writing a plan for teacher evaluation based on goals and programs stated in number 9, and develop comprehensive written evaluations based on this plan.
11. Ability to use this evaluation as a basis for:
  - a. providing a vehicle for growth in pedagogy and instructional skills.
  - b. stating behavior or results that need to be achieved according to the evaluation
  - c. commending teachers who have performed well
  - d. reevaluating the effectiveness of the support provided on a regular basis
  - e. taking appropriate action regarding employees wherever necessary.
12. Ability to relate to students in a positive and supportive manner and to listen to their opinions and ideas, and when appropriate act on their behalf.
13. Ability to provide a role model of a supportive, consistent and fair individual.
14. Awareness of the range of standards-based curriculum materials and instructional strategies that meet different learning styles and introduce them into the school curriculum. Well versed in student engagement and checking for understanding strategies.
15. Evaluate the effectiveness of current curriculum and teaching practices and articulate, initiate, and evaluate a program that identifies strengths and remediates weakness.

## **ESSENTIAL FUNCTIONS AND OBJECTIVES**

The Director of Curriculum and Instruction provides administrative support and decision-making regarding districtwide services to support curriculum and instruction, including coordination of professional development for teachers, review, adoption and implementation of new textbook/curriculum adoptions, and review and recommendation of off-site professional development

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opportunities. Under the direction of the Superintendent, provides oversight, coordination and resources for all district curriculum and instruction-related needs.

### **KNOWLEDGE, EXPERIENCE, AND OTHER QUALIFICATIONS**

- A minimum of seven (7) years of related experience in an educational setting
- Five (5) years of experience in the planning, coordination and implementation of teacher professional development in instructional practices, curriculum adoption and standards implementation
- Current California Administrative Services Credential

### **EDUCATION REQUIREMENTS**

Master's or doctoral degree in Education or related field

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