

**Employment Contract Between the
Oyster River Cooperative School District/
School Administrative Unit #5
and Superintendent**

This agreement ("Agreement") is made and entered into this July 13, 2011 by and between the Oyster River Cooperative School Board ("the Board"), and Leon Levesque ("Mr. Levesque").

WHEREAS, the Board wishes to employ, and Mr. Levesque agrees to be employed by the Board to serve as the Superintendent of the Oyster River Cooperative School District (School Administrative Unit #5) ("School Administrative Unit") pursuant to the policies and procedures set forth by the Board, as well as the terms and conditions set forth in this Agreement;

WHEREAS, the Board desires to provide Mr. Levesque with a written employment Agreement in order to describe specifically the relationship between them, to outline some of the Mr. Levesque duties and responsibilities, and to serve as the basis of effective communication between the parties;

NOW, THEREFORE, in consideration of the recitals stated above, which are hereby incorporated into this Agreement and made a part hereof, and in consideration of the mutual promises, covenants, agreements, representations and warranties contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed between Mr. Levesque and the Board as follows:

1. Term: The Board agrees to employ Mr. Levesque and Mr. Levesque agrees to accept employment with the Board and the School Administrative Unit, for the period commencing on July 13, 2011, and extending through June 30, 2012.
2. Compensation
 - A Salary: Mr. Levesque will receive a salary of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for the term of his employment. This salary will be paid in accordance with the School Administrative Unit's schedule of salary payment in twenty-six (26) equal installments and subject to such deductions as may be authorized or may be required by law.
 - B. Benefits: Mr. Levesque will be entitled to the following benefits:
 - (1) Health Insurance – payment of the cash equivalent of seventy-five (75%) of the premium for the highest level two-person/family plan (Blue Cross/Blue Shield C100 plan) in the School Administrative Unit's medical insurance program. Mr. Levesque will not enroll in the School Administrative Unit's medical insurance program directly.

- (2) Dental Insurance –the School Administrative Unit shall pay One Hundred percent (100%) of all premiums upon eligibility for a two-person plan in the School Administrative Unit’s dental insurance program.
- (3) Paid Time Off – twenty (20) days of paid time off during the term of this Agreement.
- (4) Holidays – Ten (10) holidays: Labor Day, Veteran's Day, Thanksgiving and the day following, Christmas Day, New Year's Day, Martin Luther King/Civil Rights Day, President's Day, Memorial Day, plus three (3) floating holidays.
- (5) Travel Reimbursement – reimbursement for required out-of-district business travel at the current IRS rate per mile.
- (6) Professional Development - Conference and professional expenses for Mr. Levesque will be either paid for or reimbursed upon approval by the Board.
- (7) Sick Leave/Personal Leave – Mr. Levesque may use up to fifteen (15) sick days during this Agreement for family/personal illness, and up to six (6) personal days during this Agreement.
- (8) Annuity – A contribution of Two Thousand Dollars (\$2,000.00) by the School Administrative Unit into a tax-sheltered annuity.

3. Professional Certification: Mr. Levesque will be required to hold for the term of this Agreement a valid certificate for Superintendent of Schools, properly registered and issued by the State of New Hampshire.

4. Duties: Mr. Levesque agrees to administer and supervise the schools of the School Administrative Unit in accordance with the laws of the State of New Hampshire, the rules and regulations of the State Board of Education, and the policies and bylaws of the School Administrative Unit. As stipulated in Section Ed 302.01 and 302.02 of the New Hampshire Code of Administrative Rules for the Department of Education, Mr. Levesque will have the authority to organize, reorganize, and arrange the administrative and supervisory staff in such a way as, in Mr. Levesque’s best judgment, best serves the School Administrative Unit, consistent with applicable school board policies and practices.

Mr. Levesque is responsible for the nomination, placement, and transfer of personnel. Mr. Levesque is responsible for evaluating in writing at least once each year the performance of every principal and central office administrator; and ensuring a similar evaluation is carried out on all other administrative and supervisory staff personnel. Those evaluations will form the basis for administrative and supervisory staff compensation and contract renewal.

5. Goals and Objectives:

- A. On or before July 31, the Board and Mr. Levesque will meet to establish in writing district goals for the year. These goals will serve to focus the year’s efforts for improving the quality of education in the district. The goals will be included in the criteria by which Mr. Levesque is evaluated.

B On or before September 1, the Board and Mr. Levesque will meet to establish preliminary goals for the succeeding school year to provide a basis for the budgeting process.

6 Termination of Employment Contract: This Agreement may be terminated by:

A. Mutual agreement of the Board and Mr. Levesque: Upon mutual written agreement of the parties, all obligations between the parties to this Agreement will cease.

B. Discharge for Cause:

(1) Mr. Levesque may be discharged by the Board at any time for cause which will include but not be limited to neglect of duty, breach of contract, immorality, incompetence, insubordination, or failure on the part of Mr. Levesque to conform to the laws of the State of New Hampshire, the rules and regulations of the State Board of Education, or the rules and regulations of the School Administrative Unit. All obligations of the district will cease upon such termination.

(2) Notification of discharge will be given by the Board to Mr. Levesque in writing. Mr. Levesque may submit a request to the New Hampshire State Board of Education for a hearing. Absent a request for a hearing, this Agreement will be considered terminated ten (10) days after Mr. Levesque's receipt of notification unless a later date is specified by the Board in the notification of discharge.

(3) If Mr. Levesque requests a hearing, the State Board of Education will conduct a hearing according to their rules and regulations: The decision of the State Board of Education will be final and binding upon both the Board and Mr. Levesque. If that decision supports the Board then this Agreement will be considered terminated on the date of the State Board of Education's decision unless a later date is specified by the board in the notification of discharge. All obligations of the district will cease upon such termination.

C. Unilateral Termination by the Board: The Board may, at its option in its sole discretion, vote to unilaterally terminate this Agreement, either with or without cause by providing a minimum of sixty (60) days written notice to Mr. Levesque. The Board shall continue to pay Mr. Levesque his salary and benefits for the term of this Agreement.

D. Disability of Mr. Levesque: The Board may terminate this Agreement by written notice to Mr. Levesque at any time after Mr. Levesque has been effectively absent from his employment for whatever reasons for a continuous period of ninety (90) days. All obligations of the district will cease upon termination.

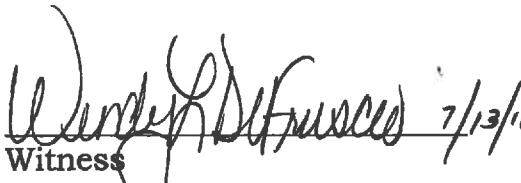
- E. Death of Mr. Levesque: All obligations of the School Administrative District, other than insurance benefits, will cease upon date of death of Mr. Levesque.

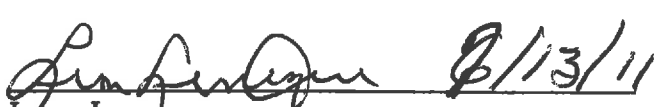
- 7. Changes to Agreement: Any clause of this Agreement may be changed upon mutual written agreement of the Board and Mr. Levesque provided that any changes are approved by a vote of the Board at a duly constituted meeting and the vote and the substance of the change are recorded in the meeting minutes.

- 8. Professional Activities: Mr. Levesque may engage in activities such as teaching, lecturing, consulting, or membership in professional organizations and associations in addition to his employment with the School Administrative Unit providing that, in the opinion of the Board, these activities do not interfere with Mr. Levesque's performance or responsibilities under this Agreement. It is expressly agreed that Mr. Levesque shall be permitted to teach one graduate level course at any one time during the term of this Agreement provided such activity does not interfere with his responsibilities under this Agreement.

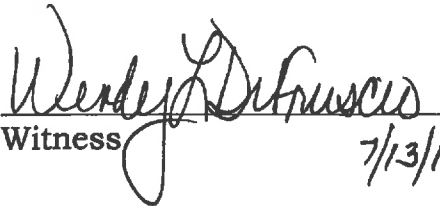
- 9. Savings Clause: This Agreement is subject to all applicable laws, rules, and regulations of the State of New Hampshire. Invalidity of any portion of this agreement under laws of the State of New Hampshire or of the United States will not affect the validity of the remainder of this agreement.


IN WITNESS WHEREOF, the parties have duly authorized and caused this Agreement to be executed as follows:

 7/13/11
 Witness

 8/13/11
 Leon Levesque

Oyster River Cooperative School District

 7/13/11
 Witness

By:  7/13/11
 Henry Brackett, Duly authorized