

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

This contract is made and entered into this December 10, 2008 by and between the Oyster River Cooperative School Board, hereafter referred to as THE BOARD, and Howard P. Colter, Hereafter referred to as THE SUPERINTENDENT.

THE BOARD desires to provide THE SUPERINTENDENT with a written employment contract in order to describe specifically their relationship, THE SUPERINTENDENT'S duties and responsibilities, and to serve as the basis of effective communication between them.

THE BOARD and THE SUPERINTENDENT agree as follows:

1. **Term:** THE BOARD agrees to employ THE SUPERINTENDENT and THE SUPERINTENDENT agrees to accept employment, for the period of three (3) years commencing on the first day of July 2009, and extending through the thirtieth day of June 2012.
  
2. **Compensation**
  - 2.a **Salary**
    - 2.a.1 THE SUPERINTENDENT will receive a salary of \$131,435 for July 1, 2009 through June 30, 2012. THE BOARD retains the right to adjust the annual salary of THE SUPERINTENDENT during the term of this contract, but no such adjustment shall result in a salary that is less than 2.75% or more than 4.0% than THE SUPERINTENDENT was paid the previous year. The salary will be paid in accordance with the 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.
    - 2.a.2 When an adjustment of salary is agreed to it shall only be effective after a vote of THE BOARD only if the vote is at a duly constituted meeting and recorded in the minutes. Any adjustment of salary made during the term of this contract shall be in the form of an amendment and become part of this contract, but it will not be deemed that THE BOARD and THE SUPERINTENDENT have entered into a new contract nor that the termination date of the existing contract has been changed.
  - 2.b **Benefits** – THE SUPERINTENDENT will be entitled to the benefits approved by THE BOARD, which are attached to this contract.

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

**4. Duties**

4.a THE SUPERINTENDENT agrees to administer and supervise the schools of the Oyster River Cooperative School District and SAU #5 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 Oyster River Cooperative School District and SAU #5. As stipulated in Section 302.01 and 302.02 of the New Hampshire Code of Administrative Rules, THE SUPERINTENDENT will have the authority to organize, reorganize, and arrange the administrative and supervisory staff in such a way as, in THE SUPERINTENDENT'S best judgment, best serves the School Administrative Unit and the Oyster River School District, consistent with applicable school board policies and practices.

4.b THE SUPERINTENDENT is responsible for the nomination, placement, and transfer of personnel. THE SUPERINTENDENT 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**

5.a Each year, on or before July 31, THE BOARD and THE SUPERINTENDENT 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 THE SUPERINTENDENT is evaluated.

5.b Each year, on or before September 1, THE BOARD and THE SUPERINTENDENT will meet to establish preliminary goals for the succeeding school year to provide a basis for the budgeting process.

**6. Evaluation**

6.a At least once each year, THE BOARD will evaluate in writing the performance of THE SUPERINTENDENT. The evaluation will include the duties of THE SUPERINTENDENT and the goals and objectives of the district, and such other matters as THE BOARD may wish to evaluate. THE BOARD and THE SUPERINTENDENT will meet to discuss THE SUPERINTENDENT'S evaluation.

6.b A copy of THE BOARD'S written evaluation will be delivered to THE SUPERINTENDENT as least seven (7) days prior to the evaluation meeting. THE SUPERINTENDENT will have the right to make a written response to the evaluation. The written performance evaluation will become a permanent attachment to THE SUPERINTENDENT'S personnel file.

- 6.c The format of the annual performance evaluation will be determined by THE BOARD and will be presented to THE SUPERINTENDENT in writing prior to the first day of September each year.

**7. Renewal of Employment Contract**

- 7.a On or before January 1, 2012, THE BOARD will notify THE SUPERINTENDENT of its intention in writing to either extend his employment, or nonrenew his employment. Notification of nonrenewal will not prevent THE BOARD from offering THE SUPERINTENDENT renewal of this contract at a later day or offering THE SUPERINTENDENT a different contract.
- 7.b **Automatic Renewal Clause:** If THE BOARD does not notify THE SUPERINTENDENT on or before January 1, 2012, that the employment contract will not be renewed then it will be deemed that THE BOARD has renewed this employment contract for one (1) year extending from the termination date set forth in section 1.

**8. Termination of Employment Contract:** This contract may be terminated by:

- 8.a **Mutual agreement of THE BOARD and THE SUPERINTENDENT:** All obligations of the district will cease upon such termination unless otherwise agreed to by THE BOARD and THE SUPERINTENDENT.

8.b **Discharge for Cause**

- 8.b.1 THE SUPERINTENDENT 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 THE SUPERINTENDENT 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 Oyster River Cooperative School Board and SAU #5. All obligations of the district will cease upon such termination.
- 8.b.2 Notification of discharge will be given by THE BOARD to THE SUPERINTENDENT in writing. THE SUPERINTENDENT may submit a request to the New Hampshire State Board of Education for a hearing. Absent a request for a hearing, this contract will be considered terminated ten (10) days after THE SUPERINTENDENT'S receipt of notification unless a later date is specified by THE BOARD in the notification of discharge.
- 8.b.3 If THE SUPERINTENDENT 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 THE SUPERINTENDENT. If that decision supports THE BOARD then this contract 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.

- 8.c **Unilateral Termination by THE BOARD:** THE BOARD may, at its option in its sole discretion, vote to unilaterally terminate this contract or any extension thereof, either with or without cause. To be effective, THE BOARD must provide a minimum of Ninety (90) days written notice to THE SUPERINTENDENT. In the event of such termination THE BOARD will continue to pay THE SUPERINTENDENT for the term of this contract the full salary and benefits accorded. THE SUPERINTENDENT under the provisions of this agreement reduced by any salary, compensation, or benefits earned by THE SUPERINTENDENT following termination which he/she was not earning prior to termination.
- 8.d **Disability of THE SUPERINTENDENT:** THE BOARD may terminate this contract by written notice to THE SUPERINTENDENT at any time after THE SUPERINTENDENT has been effectively absent from his/her employment for whatever reasons for a continuous period of ninety (90) days. All obligations of the district will cease upon termination.
- 8.e **Death of THE SUPERINTENDENT:** All obligations of the district other than insurance benefits and accrued pay will cease upon date of death of THE SUPERINTENDENT.
9. **Changes to Contract:** Any clause of this contract may be changed upon mutual written agreement of THE BOARD and THE SUPERINTENDENT 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.
10. **Professional Activities:** Upon written approval of THE BOARD, THE SUPERINTENDENT may engage in activities such as teaching, lecturing, consulting, or membership in professional organizations and associations in addition to his/her employment with the SAU providing that, in the opinion of THE BOARD, these activities do not interfere with THE SUPERINTENDENT'S performance or responsibilities under this agreement.
11. **Physical Examination:** THE BOARD may require THE SUPERINTENDENT to have a physical examination by a physician selected by mutual agreement once each year providing that the cost of the examination is borne by THE BOARD or by THE SUPERINTENDENT'S medical insurance. THE BOARD will be advised in writing by the physician whether THE SUPERINTENDENT has any physical or mental impairment which could substantially interfere with his/her ability to perform required duties.

12. **Savings Clause:** This agreement is subject to all applicable laws, rules, and regulations of the State of New Hampshire. Invalidation 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.

John Portalyne  
Board Chairperson

Hal Kal  
Superintendent

Wendy H. Dufresne  
Witness

Wendy H. Dufresne  
Witness

12/9/08  
Date

12-09-08  
Date

## Oyster River Cooperative School District

### Superintendent

**Vacation:** Twenty (20) days per year. Vacation days may be used during the contract year. Unused days may be carried over through the first two months of the subsequent contract year. Up to five days unused may be accrued for future use, but only once during this contract.

**Holidays:** Thirteen (13) holidays: July Fourth, 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 days to be used at the administrator's discretion.

**Sick/Personal Leave:** Superintendent may use up to fifteen (15) sick days annually for family/personal illness; and up to six (6) personal days annually. Additional personal leave may be granted at the discretion of the Board. Unused sick leave may be accumulated to a limit of 160 days. With at least five years of service to the district the Superintendent will be compensated for unused sick leave at the rate of \$120 per day upon resignation or retirement.

**Health Insurance:** The Oyster River School District will provide medical insurance benefits to the Superintendent's equivalent to Blue Cross/Blue Shield Plan C100. The District will pay eighty percent (80%) of all premiums starting July 1, 2009, seventy seven and one half percent (77.5%) starting July 1, 2010 and seventy five percent (75%) starting July 1, 2011.

**Dental Insurance:** The District will pay 100% single membership for the Superintendent in a Board-selected dental plan with benefits equivalent to Delta Dental Plan II; including coverage's A, B, C, and D.

**Life Insurance:** The school district will pay 100% of the premium cost for a term life insurance policy that includes accidental death and dismemberment and carries a face value of two (2) times the Superintendent's annual salary.

**Long Term Disability:** The school district will provide long term disability coverage that will pay two-thirds (2/3) of full salary after an elimination period of ninety (90) days.

**Travel Reimbursement:** The school district will reimburse the Superintendent for required out-of-district business travel at the current IRS rate per mile.

**Professional Development:** Conference and professional expenses for the Superintendent will be supported to the extent determined through the budget process each year.

**Annuity:** The district shall contribute \$2000 annually to a tax-sheltered annuity for the Superintendent.

  
School Board Chair

  
Date

**Addendum to Employment Contract  
Between the  
Oyster River Cooperative School District/SAU #5  
and the Superintendent  
for the period of  
July 1, 2011 through June 30, 2012**

Addendum for the period 7/1/2011 – 6/30/2012 is made and entered into this 8th day of April, 2011 by and between the Oyster River Cooperative School Board, hereafter referred to as THE BOARD, and Howard Colter, hereafter referred to as THE SUPERINTENDENT.

**2. Compensation**

**2.a Salary**

2.a.2 When an adjustment of salary is agreed to it shall only be effective after a vote of THE BOARD only if the vote is at a duly constituted meeting and recorded in the minutes. Any adjustment of salary made during the term of this contract shall be in the form of an amendment and become part of this contract, but it will not be deemed that THE BOARD and THE SUPERINTENDENT have entered into a new contract nor that the termination date of the existing contract has been changed.

**Salary for 7/1/2011 – 6/30/2012: \$133,440.**

Key F. Bruchman  
Board Chairperson

Wendy K. DeFuscio  
Witness

4/21/11  
Date

Howard Colter  
Superintendent

Wendy K. DeFuscio  
Witness

4/8/2011  
Date

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## Oyster River Cooperative School District

### SAU Administrators

**Vacation:** Twenty (20) days per year. Vacation days may be used during the contract year. Unused days may be carried over through the first two months of the subsequent contract year. Up to five days unused may be carried from one year to the next, to a limit of twenty five (25) total. *(This benefit applies to full year administrators only.)*

**Holidays:** Thirteen (13) holidays: July Fourth, 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 days to be used at the administrator's discretion.

**Sick/Personal Leave:** An administrator may use up to fifteen (15) sick days annually for family/personal illness; and up to six (6) personal days annually. Additional personal leave may be granted at the discretion of the Superintendent. Unused sick leave may be accumulated to a limit of 160 days. An administrator with at least five years of service to the district will be compensated for unused sick leave at the rate of \$120 per day upon resignation or retirement.

**Health Insurance:** The Oyster River School District will provide medical insurance benefits to the administrator's equivalent to Blue Cross/Blue Shield Plan C100. The District will pay eighty percent (80%) of all premiums starting July 1, 2011.

**Dental Insurance:** The District will pay 100% single membership for each professional in a Board-selected dental plan with benefits equivalent to Delta Dental Plan II; including coverage's A, B, C, and D.

**Life Insurance:** The school district will pay 100% of the premium cost for a term life insurance policy that includes accidental death and dismemberment and carries a face value of two (2) times the administrator's annual salary.

**Long Term Disability:** The school district will provide long term disability coverage that will pay two-thirds (2/3) of full salary after an elimination period of ninety (90) days.

**Travel Reimbursement:** The school district will reimburse the administrator for required and Superintendent approved out-of-district business travel at the current IRS rate per mile.

**Professional Development:** Conference and professional expenses for the administrator will be supported to the extent determined through the budget process each year and as approved by the Superintendent

**Annuity:** The district shall contribute \$2000 annually to a tax-sheltered annuity for each administrator.



## EXHIBIT C

### **School Board and Superintendent Announce Amicable Separation**

(Durham, NH \_\_\_\_\_)- The Oyster River Cooperative School District (ORCSD) School Board and Superintendent Howard Colter have entered into an agreement effective June 30, 2011 at which time Mr. Colter will leave his position as the ORCSD Superintendent.

The mutual decision to end Mr. Colter's employment contract early, prior to the June 30, 2012 contract date, is an amicable agreement between the ORCSD School Board and Mr. Colter.

Mr. Colter has served the Oyster River District since 2006. On behalf of the School Board, School Board Chairman Henry Brackett stated, "Howard (Colter) has made significant contributions as the leader of our fine district. We thank Howard for his service to the Oyster River community and wish him all the best in his future endeavors."

Mr. Colter commented, "I have enjoyed working with the Oyster River District's staff and students. Also, I am happy to assist an interim superintendent transition into office." An interim superintendent will replace Mr. Colter through a seamless transition.

The ORCSD School Board plans to release future announcements about the interim superintendent and upcoming community forums including public events with the new, interim superintendent.

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The Oyster River Cooperative School District serves the towns of Durham, Lee, and Madbury, New Hampshire. Approximately 2,100 students attend the district's four schools: Mast Way Elementary, Moharimet Elementary, Oyster River Middle School and Oyster River High School. The Oyster River District mission, "Working Together to Engage Every Learner," supports each student to reach his or her potential.

Visit the ORCSD web site: <http://www.orcsd.org>

**Contact:** ORCSD School Board c/o Wendy DiFruscio, ORCSD SAU District Office, 36 Coe Drive, Durham, NH 03824; Phone # 603.868.5100, [wdifruscio@orcsd.org](mailto:wdifruscio@orcsd.org)