

OFFICE OF THE SUPERINTENDENT OF SCHOOLS
30 Greenough Rd. • Plaistow, NH 03865 603/382-6119
Fax 603/382/3334

Serving The
Timberlane Regional School District
Hampstead School District


Addendum

In accordance with the terms of the contract dated May 15, 2007, between Richard A. LaSalle, Superintendent of Schools, and School Administrative Unit No. 55, Section 3:

Salary is amended to read \$135,960 per annum, as authorized by the School Administrative Unit No. 55 Board on April 22, 2009, and the contract period is extended through the thirtieth day of June, 2010, in accordance with section 6 of the Long Term Contract.



Richard A. LaSalle
Superintendent of Schools



Robert Collins
Chair, SAU No. 55 Board

**Long Term Contract
Superintendent of Schools
School Administrative Unit No. 55**

1. Preamble

This agreement is entered into this 15th of May, 2007, between the School Board of School Administration Unit No. 55, Plaistow, New Hampshire, hereinafter called "SAU No. 55" and **Richard A. LaSalle**, hereinafter called "Superintendent".

2. Employment and Term

SAU No. 55 agrees to employ the Superintendent, and the Superintendent agrees to accept employment in the position of Superintendent of Schools for a three-year term commencing the first day of July, 2007, and extending through the thirtieth day of June, 2010.

3. Salary

The Superintendent shall receive a salary during the first year of this agreement of **One Hundred Twenty Five Thousand Dollars (\$125,000)** per annum, payable in no fewer than twenty-six (26) equal installments and subject to such deductions as may be authorized or as may be required by law. SAU No. 55 hereby retains the right to adjust the annual salary of the Superintendent for the second and third years of the agreement, and any extensions thereof; but in no event shall he/she be paid less than the salary he/she received for the prior year. When an adjustment is made in salary, it shall be upon vote of the Board of SAU No. 55 at a duly constituted meeting, and **an abstract** of the minutes recording that vote shall be attached to this Agreement and become a part of this Agreement.

4. Authority and Responsibility

The Superintendent shall be the chief executive officer of the School Administrative Unit and the individual districts within the School Administrative Unit. The Superintendent agrees to administer and supervise the schools of the School Administrative Unit in accordance with the laws of the State of New Hampshire and in accordance with the rules and regulations of the State Board of Education, of SAU No. 55, and of the local school board or boards within the School Administrative Unit. As stipulated in Section 302.1 of the New Hampshire Code of Administrative Rules, the Superintendent shall have the authority to organize, reorganize and arrange the administrative and supervisor staff in such way as, in the Superintendent's best judgment, best serves the School Administrative Unit or the individual school district within SAU No. 55. The Superintendent shall be responsible for the nomination, placement, and transfer of personnel.

The Board, individually and collectively, agrees to promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation. The Superintendent shall have the right to attend all Board meetings and all Board committee meetings.

5. Certification

The Superintendent shall be required to hold for the life of this Agreement a valid certificate for Superintendent of Schools, properly registered and issued by the State of New Hampshire.

6. Renewal of Contract

It is the intention of the parties to provide the Superintendent with at least three years advanced notice of non-renewal of this contract. Accordingly, on or before June 30 each year, SAU No. 55 shall take official action to determine whether to extend this contract for an additional year and shall notify the Superintendent of its action in writing. If no action is taken by SAU No. 55, the contract shall be deemed to have been renewed for an additional year. In the event of non-renewal, the Superintendent is entitled to make a formal presentation to the School Administrative Unit No. 55 Board.

7. Termination for Cause

This agreement may be terminated by SAU No. 55 at any time for 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, the School Administrative Unit, and the local school boards within the School Administrative Unit. If a conflict arises, the rules and regulations established by the SAU No. 55 Board will prevail.

Termination of the Agreement for one or more of these reasons shall take place only following written notification, with reasons specified. Unless the Superintendent submits to SAU No. 55, within twenty (20) days of receipt of such notification, a written request for a hearing before the Board of SAU No. 55, the Agreement is considered terminated as of the date which falls then (10) days after the Superintendent's receipt of notification. If the Superintendent requests a hearing, the SAU No. 55 Board shall hold this hearing within twenty, (20) days beyond receipt of this request. The SAU No. 55 Board shall render a written decision to the Superintendent within ten (10) days of the hearing.

8. Termination with Payment

If at any time SAU No. 55 in its discretion shall so determine, SAU No. 55 may relieve the Superintendent of his/her duties under the Agreement, provided that SAU No. 55 provides a minimum of sixty (60) days written notice to the Superintendent and continues to pay for the duration of the Agreement, or any extension thereof, full salary and economic benefits accorded the Superintendent under the provisions of the Agreement.

9. Resignation

The Superintendent may resign at any time, but must give sixty (60) days written notice to the Chairperson of SAU No. 55.

10. Termination by Mutual Consent

This Agreement may be terminated at any time by mutual consent of SAU No. 55 and the Superintendent.

11. Vacation Leave See section 21.

12. Sick Leave

Sick leave with full pay shall be granted at a rate of 15 days per year cumulative to 90 days. In the case of absence for sickness or injury beyond five (5) working days, SAU No. 55 may at its discretion and its cost, require the Superintendent to submit medical evidence substantiating the need for the extended absence.

13. Disability See section 21.

14. Physical Examination

SAU No. 55 may require the Superintendent to have a physical examination by a physician selected by mutual agreement once each year with the cost of such examination to be borne by SAU No. 55 unless covered under the Superintendent's medical insurance policy.

Any report of the medical examination shall be given directly and exclusively by the examining physician to the Superintendent. The SAU No. 55 Board shall be advised in writing by the physician if the Superintendent has a physical or mental impairment that would substantially interfere with his/her ability to perform the required duties. Such report shall be confidential.

15. Economic Benefits

SAU No. 55 will extend to the Superintendent benefits such as medical insurance, dental insurance, life insurance, disability insurance, and payment of annuities. See Section 21.

16. Travel and Expense Reimbursement

The Superintendent shall be reimbursed for authorized travel and other expenses for the business of SAU No. 55 inside or outside of the geographic boundaries of the School Administrative Unit. The Superintendent shall also be reimbursed for other expenses incurred in professional development activities and attendance at national, regional, or state professional conferences, seminars, workshops, or committee meetings provided all such expenses are within SAU No. 55 approved budgets.

17. Professional Association

SAU No. 55 shall pay the Superintendent's fees and dues to the American Association of School Administrators, the New Hampshire School Administrators Association, the Regional New Hampshire School Administrators Association, and such other professional associations as may be mutually determined by SAU No. 55 and the Superintendent.

18. Transmittal of Agreement to SAU No. 55

By **November** 30 of each year the Superintendent shall transmit a copy of his Agreement to each member of the SAU No. 55 Board with a reminder regarding the annual performance evaluation provisions of Paragraph 19.

19. Performance Evaluation

SAU No. 55 may provide the Superintendent with at least one written evaluation each year of the Superintendent's performance under this Agreement. This evaluation shall be related but not be limited to a written position description and to written goals and objectives established by SAU No. 55 and/or its individual school districts. In the absence of such evaluation by the SAU No. 55 Board, the Superintendent's performance may be presumed satisfactory.

20. Professional Activities

The Superintendent may engage in activities such as teaching, lecturing, or consulting, in addition to employment with SAU No. 55, provided that, in the opinion of SAU No. 55, these activities do not interfere with the Superintendent's performance of responsibilities under this Agreement.

21. Other

The attached SAU No. 55 Policy CBD, Administrator Benefits, specifies benefits that accrue to the position of Superintendent. The benefits in SAU No. 55 Policy CBD shall not be reduced during the term of this contract or any extension thereof. The "years of service" stipulations in sections 10 and 21 of the Administrators Benefits shall be waived in the event of early or normal retirement, at age 57 or older, and after completing at least one three year contract.

22. Retirement/Annuity

The Superintendent shall annually receive an individual tax-deferred retirement/annuity plan in an amount equal to seven and one half percent (7.5%) of salary.

23. 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 the Laws of the State of New Hampshire or of the United States shall not affect the validity of the remainder of the Agreement.

In witness whereof the parties have hereunto set their hands.

SCHOOL ADMINISTRATIVE UNIT NO. 55

By Michael J Mascola
Chairperson, School Administrative Unit No. 55 Board

State of New Hampshire
County of Rockingham

On this 11th day of June, 2007 before me, the undersigned officer, personally appeared Michael Mascola, on behalf of the School Administrative Unit 55, known to me or satisfactorily proven to be the person whose name is subscribed to the within contract, and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

By Cynthia S. Herdy
Notary Public/Justice of the Peace

SUPERINTENDENT OF SCHOOLS

By Richard A. LaSalle
Richard A. LaSalle

State of New Hampshire
County of Rockingham

On this 13th day of June, 2007 before me, the undersigned officer, personally appeared Richard A. LaSalle, known to me or satisfactorily proven to be the person whose name is subscribed to the within contract, and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

By Cynthia S. Herdy
Notary Public/Justice of the Peace

SCHOOL ADMINISTRATIVE UNIT NO. 55

SUPERINTENDENT'S BENEFITS

1. **Life Insurance** 2 x salary life insurance policy (maximum \$250,000)
2. **Medical Insurance** 100% SAU support of medical insurance plan; 1-person, 2-person, or family

Employees opting not to enroll in the group medical program will receive a cash settlement of 25% of the SAU's support of the plan for which the employee is eligible, that the cash settlement be paid at the end of the contract year with the stipulation that there be no change in selection of plan during the year.

3. **Retiree Medical Supplement** The SAU Board, upon written request, will annually provide administrators retiring after 1999 a benefit equal to that provided Hampstead professional employees which is currently as follows:

A fixed sum for single or two person medical insurance for the SAU's health insurance plan, the State Retirement System's health insurance plan, or a medical insurance plan of the retiree's choice as follows:
 - a. Before Medicare Eligibility
Subject to sub section "e" below each eligible retiree shall receive:
Thirty-three hundred dollars (\$3300) per year
 - b. After Medicare Eligibility
Subject to sub section "e" below each eligible retiree shall receive:
Sixteen hundred fifty dollars (\$1650) per year
 - c. Retirement will be defined as recognized by the NH Retirement Board.
 - d. To qualify for this benefit the member must have been employed at least 10 years by the SAU or the districts that comprise the SAU.
 - e. Said fixed sum in sections "a" and "b" above shall not exceed the cost to the employee of a single or, if eligible, a two-person plan.
 - f. In the event Hampstead discontinues the benefit for the professional employees, existing SAU administrators shall be grandfathered and the annual increase will be equal to the prior year's CPI increase.
4. **Dental Insurance** 100% SAU support of dental insurance plan; 1-person, 2-person or family
5. **Long Term Disability** 100% SAU support of long term disability plan equal to 2/3 salary after 90 days disability
6. **Retirement/Annuity** Individual tax-deferred retirement/annuity plan in an amount equal to 7.5% of salary for Superintendent and 3% of salary for Assistant Superintendent and Business Administrator, Assistant Business Administrator, Human Resource Director and Transportation Coordinator.

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| 7. | Vacation | 20 days paid vacation during the first 5 years of full time professional service (administrator or teacher) in the SAU or the districts that comprise the SAU. After 5 years of full time professional service, paid vacation shall be increased one-half (1/2) day per year to a maximum of 25 days. Paid vacation shall be accumulative to 60 days for salary settlement purposes and 60 days for extended use purposes. | | | | | | | | | | | | |
| 8. | Holidays - 11 | <table border="0"> <tr> <td>New Year's Day</td> <td>Columbus Day</td> </tr> <tr> <td>Martin Luther King Day</td> <td>Veterans Day</td> </tr> <tr> <td>President's Day</td> <td>Thanksgiving Day</td> </tr> <tr> <td>Memorial Day</td> <td>Day after Thanksgiving Day</td> </tr> <tr> <td>Independence Day</td> <td>Christmas Day</td> </tr> <tr> <td>Labor Day</td> <td></td> </tr> </table> | New Year's Day | Columbus Day | Martin Luther King Day | Veterans Day | President's Day | Thanksgiving Day | Memorial Day | Day after Thanksgiving Day | Independence Day | Christmas Day | Labor Day | |
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| Independence Day | Christmas Day | | | | | | | | | | | | | |
| Labor Day | | | | | | | | | | | | | | |
| 9. | Sick Leave | 15 days sick and family leave annually, accumulative to 90 days | | | | | | | | | | | | |
| 10. | 403B Contributions | The district will deposit up to 7.5% per annum to a 403b of the Superintendent's choice. | | | | | | | | | | | | |
| 11. | Annual Sick Leave Redemption | Days beyond the maximum of 90 will be redeemed at a rate of \$45 per day or 19.5% of the per diem rate, whichever is greater, for days unused as of June 30, payable in July of the next fiscal year, equal to the benefit for Hampstead staff. | | | | | | | | | | | | |
| 12. | In-District Un-vouchered Travel Allowance | <table border="0"> <tr> <td>\$1600 Superintendent</td> </tr> <tr> <td>\$1600 Asst. Superintendent (Effective July 1, 2006)</td> </tr> <tr> <td>\$1000 Business Administrator</td> </tr> </table> | \$1600 Superintendent | \$1600 Asst. Superintendent (Effective July 1, 2006) | \$1000 Business Administrator | | | | | | | | | |
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| \$1000 Business Administrator | | | | | | | | | | | | | | |
| 13. | Out-of-District Mileage | Reimbursed at IRS rate | | | | | | | | | | | | |
| 14. | Course Reimbursement | UNH rate, 3 courses per year | | | | | | | | | | | | |
| 15. | Sabbatical Leave | Eligibility after seven years consecutive service with the SAU. | | | | | | | | | | | | |
| 16. | Maternity/Paternity Leave | Eligibility after one year of employment in the SAU | | | | | | | | | | | | |
| 17. | Personal/Legal/Bereavement Leave | At discretion of Superintendent | | | | | | | | | | | | |
| 18. | Paid professional association dues | National, state, and regional dues at discretion of Superintendent | | | | | | | | | | | | |
| 19. | Business expense account | Not to exceed \$1,000 to be shared by the Superintendent, Assistant Superintendent and Business Administrator | | | | | | | | | | | | |
| 20. | Compensatory time | As approved in advance in writing by the Superintendent for work on holidays and/or weekends | | | | | | | | | | | | |
| 21. | Early Retirement Incentive | This benefit has been waived inconsideration of changes to #10 (403b contributions.) | | | | | | | | | | | | |

Approved: February 20, 2007
Effective: July 1, 2007