



**AGREEMENT BETWEEN THE  
OYSTER RIVER ADMINISTRATOR'S ASSOCIATION (ORAA)  
AND THE  
OYSTER RIVER COOPERATIVE SCHOOL BOARD**

**JULY 2022 – JUNE 2025**

**Ratified by School Board: November 17, 2021**

# **OYSTER RIVER COOPERATIVE SCHOOL DISTRICT**

## **ADMINISTRATOR EMPLOYMENT GUIDELINES**

Negotiated with the Oyster River Cooperative School Board

### **I. PREAMBLE**

These Administrator Employment Guidelines are hereby adopted by the Oyster River Cooperative School District for the purpose of providing consistency and predictability in the employment of Administrators. These Guidelines have been negotiated with the Oyster River Cooperative School Board and are not an employment contract and shall not be deemed to be a collective bargaining agreement. As such, these Guidelines may be amended at any time by the Oyster River Cooperative School Board as deemed necessary and appropriate.

These Guidelines are intended to set forth employment conditions including, but not limited to, salary, benefits, evaluations, and professional development for the administrators of the Oyster River Cooperative School District. Administrators included in this agreement are: High School Principal, Middle School Principal, Elementary Principals, Director of Special Services, Assistant High School Principals, Assistant Middle School Principal, Counseling Director, Assistant Directors of Special Services, Athletic Director, Director of Technology, Director of School Nutrition, Director of Transportation. As Guidelines, the School Board reserves the right to deviate from the Guidelines when circumstances so warrant. Nonetheless, deviation from the Guidelines should be the exception and not the rule.

The School Board has sought input from the administrators on the establishment of these Guidelines. As such, any amendments should be undertaken with the same input provided by the administrators. While the administrators' input will or has been sought, the School Board reserves the right to reject and/or incorporate such input as deemed appropriate by the Board.

### **II. SALARY RANGES**

All Administrators shall be placed within the administrative salary ranges set forth in the attached Appendix 1. Initial salary placement shall be at the sole discretion of the Superintendent and the Board. Further, the Superintendent shall have the authority to establish a probationary rate of pay significantly below the customary starting rate of pay for new hires with less than optimal experience, education or a combination of both. The Superintendent shall have the authority to increase a probationary administrator's rate of pay up to the customary starting rate of pay upon satisfactory completion of the probationary period.

The salary ranges should be reevaluated every 3 – 5 years as deemed appropriate by the Superintendent. Changes to the salary ranges shall be submitted to the School Board for approval. Adjustments may be made to reflect differences in responsibility, including but not limited to, increased school or faculty size.

Administrators shall receive adjustments in wages each year as approved by the School Board. The Superintendent shall use CPI, comparable data, and performance reviews in making an annual recommendation to the School Board for administrator salary adjustments. The School Board shall take the Superintendent recommendations into consideration when arriving at the approved salary adjustments. Nothing herein shall be construed as a guarantee to an annual salary increase if the budgetary concerns/issues of the Oyster River Cooperative School District, or the recommendations of the Superintendent, dictates otherwise.

### III. BENEFITS

- A. Medical Insurance: The District will provide medical insurance benefits, to the Administrators equivalent to, Blue Choice BC2T20 to which the administrator is eligible (single, two-person, family). The District will pay eighty-five-point five percent (85.5%) of all premiums during this contract. Administrator may also enroll in the Access Blue NE or Access Blue NE SOS Plan/RX 10/20/45 and he/she shall be responsible for all the additional costs in excess of the District's defined contribution as set forth herein. If available under the medical insurance group plans provided for active Administrators by this agreement, retirees and their survivors shall be able to purchase medical insurance at the group rate. The survivor benefit shall continue for the life of the surviving spouse, if available under the plan.
- B. Opt Out: Administrators who decline health insurance provided under this Agreement shall be entitled to a payment of \$2,500.00. Such payment shall be divided and paid out in equal amounts in the Administrator's regular payroll checks, equally in 24 payments. The Administrator shall provide proof of alternative health insurance coverage.
- C. Life Insurance: The District will pay 100% of the premium cost for a term life insurance policy which includes accidental death and dismemberment. The policy face value for each Administrator shall be two (2) times the annual salary of the Administrator.
- D. Disability Insurance: The District will pay 100% of the premium for a disability insurance plan with a 90-day waiting period that covers two-thirds of an Administrator's annual salary.
- E. Dental Insurance: The District will pay 100% of the premium for a single membership for each Administrator in a Board-selected dental plan with benefits equivalent to Delta Dental Plan II: including coverage's A, B, C, and D.
- F. Annuity: The District shall contribute annually \$4,250 {2022}, \$5,000 {2023}, \$5,000{2024} to a tax-sheltered annuity for each Administrator.
- G. Retirement Stipend: All Administrators with a minimum of five (5) years employment with the District as an Administrator shall receive \$700.00 for each year of service upon resignation or retirement from the District. Provided however, any payment made to any Administrator, when added to any carry over sick leave buyout as set forth in paragraph IV-D below (if any), shall be capped at \$12,800.00 total payment including both benefits. Any leaves of absence without pay or breaks in service of more than 12 months will not be counted as service time towards this benefit.
- H. Travel Reimbursement: The school district will reimburse the Administrator for required and Superintendent approved out-of-district business travel as well as in-district travel from the SAU Central office to district destinations at the current IRS rate per mile.
- I. 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.
- J. Cell Phone Usage: \$45.00 per month will be provided to you to compensate you for the use of your personal cell phone for school business. In exchange you will provide Oyster River Cooperative School District your cell phone number to be used as necessary for District business.

#### IV. LEAVE

- A. Jury Duty Leave: An Administrator on jury duty shall be entitled to pay differential and continued benefits while fulfilling jury duty.
- B. Extended and Unpaid Leaves of Absence: An Administrator may apply for and the Board will consider unpaid leaves of absence for reasons other than those specified in the Family Medical Leave Act (FMLA), which when granted shall expire at the end of the school year. Administrators shall be responsible for 100% of cost of their benefits package (health, dental and life insurance) in effect during the course of a non-FMLA unpaid leave. The Administrator's responsibility for such benefit(s) costs shall begin on the first day of the month following the effective date of the unpaid leave.

Additional leave may be granted upon the Administrator's request in writing to the Superintendent of Schools and the Superintendent's recommendation to the Board and subsequent approval. Said leave, if granted, shall be granted in writing.

All extensions, renewals or modifications of leaves shall be applied for in writing and, if granted, such approval in writing. Such extensions or renewals shall be upon the recommendation of the Superintendent of Schools with subsequent Board approval. Administrators who fail to return at the expiration of his/her leave shall be considered to have resigned unless an extension, renewal or modification has been granted.

- C. Sick/Personal Leave: Administrators will be awarded 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.

The District may require medically documented evidence of the cause of sick leave if any Administrator is absent for three or more consecutive days. Such evidence may be required for any use of sick leave by an Administrator whose prior use, in the Superintendent's opinion, has been excessive, or at any time the Superintendent deems that the nature of the absence warrants a fitness for return to school exam.

- D. Sick Leave Bank

Employees are eligible to participate in this sick bank, if enough days have been donated and there are days available in the sick bank, and the sick bank committee has approved the use of the days. Each eligible employee who notifies the sick bank committee that he/she elects to participate in the sick bank, shall donate up to two (2) sick days at the start of each school year from his/her accrued sick days under Article IV Section C until the maximum number of days (175) is reached. Donated days will not be refunded to any employee.

The sick bank shall apply to a disability or illness (excluding work connected injury or illness) of the eligible employee which causes the employee to be unable to perform his/her contractual obligation for five contract days or more. To receive days from the sick bank, an eligible employee must present, in writing, to the employee sick bank committee evidence that they:

1. Have exhausted all accrued sick leave under Article IV Section C;
2. Are not eligible for disability insurance benefits; and
3. Present satisfactory medical evidence, as determined by the sick bank committee, of a disability or illness (excluding work connected injury or illness) which causes the participating employee to be unable to perform his/her contractual obligation for five contract days or more.

An eligible employee may be awarded a maximum of 90 days in increments up to 30, from the sick bank in any school year. No more than 175 days or the balance of all days in the sick bank, whichever is less, may be awarded to all eligible employees in any school year. Days in the sick bank that are not used during one school year will be carried forward to the next school year. Once an employee has used ninety (90) sick days, {personal and sick bank} the employee will be required to apply for disability when eligible. If approved they must go on to disability. Sick bank days may be awarded to employees with less than 90 days of available sick time to get them through the 90-day Long Term Disability waiting period. In no case will the District extend an employee's absence beyond two years. At the end of two years the position they previously occupied will be considered vacant.

A three-person sick bank committee shall govern the sick bank; one-member will be appointed by the superintendent and two members will be appointed by ORAA. By October 1 of each year, ORAA will inform the Superintendent how many days have been donated to the sick bank for the next year and who donated those days, and the number of days remaining in the sick bank that will be carried forward to the next year. All of the numbers will be verified by payroll. The Superintendent has the discretion to allow additional to the sick bank during the school year should it be depleted.

The decision of the sick bank committee shall be final.

- E. Bereavement Leave: Administrators shall be granted up to five (5) days annually of bereavement leave upon the death of anyone in the professional's immediate family. Immediate family means spouse, child, mother, father, sister, brother, grandparent, grandchild, in-laws, domestic partner, foster children, step-children, step-brothers/sisters, step grandparents, step grandchild, or relative living in the same household as professional.
- F. Carry-Over Sick Leave: All Administrators employed by the District are entitled to carry over any accumulated sick days up to a maximum of 160 sick days in accordance with the following requirements:
  - 1. The Administrator has at least five (5) years of employment with the District;
  - 2. Resigns or retires from the District and is not terminated from employment for misconduct; and
  - 3. Shall receive a payment of \$80.00 for each unused sick day up to a maximum of 160 days redeemed.
- G. Positive Work Days: The District has adopted a positive work day approach to Administrators' employment. The positions and number of work days are set forth in Appendix 1. The only leave that will effectively reduce the number of positive work days are sick and personal leave.

Since the positive work day approach contemplates vacation time, Administrators must:

- a. Submit a work year calendar indicating the days to be worked to meet the total number of contracted work days; and
- b. Receive preapproval from the Superintendent, or designee, for all personal leave time taken.

Such approval shall not be unreasonably withheld. Personal leave is only to be used for personal events or commitments that cannot be performed or attended to at any other time.

## V. CALENDAR, SCHOOL DAYS, AND PROFESSIONAL ASSIGNMENTS

- A. Work Year: The number of days comprising the work year of Administrators shall be set forth, by position, in Appendix 1. The number of work days takes into account all holidays and vacation time. It specifically excludes sick leave and personal leave, which if used would reduce the actual number of days worked. No additional leave shall be granted except as set forth herein.
- B. Building Assignments: All Administrators shall be given written preliminary notice of their building and job assignment no later than April 15 of the prior school year upon issuance of their contract.
- C. Transfers and Change upon issuance of their contract: The District shall attempt to ensure that all changes in the building assignment are voluntary. However, involuntary transfers may be made at the sole discretion of the Superintendent as the needs of the District dictate.

## VI. EVALUATIONS

- A. In September of each school year, each Administrator shall receive copies of applicable evaluation procedures, to be developed by the Superintendent in consultation with the Administrators, which will then be used during the then current school year.
- B. By April 1 of each school year, a performance evaluation shall be completed in accordance with such procedures. The evaluation shall be undertaken by a Superintendent or his/her designee. Input from the building principals will be sought by the evaluator in order to ensure completeness and accuracy of the annual evaluation.
- C. Upon receipt of the evaluation, the Administrator shall have an opportunity to respond to any negative information and such response shall be appended to the evaluation. The Administrator shall sign the evaluation indicating receipt and the signature shall not be construed as agreement with any of the conclusions contained therein.

## VII. DISCIPLINE

- A. All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which the disciplinary action is being applied.
- B. Disciplinary actions shall normally follow this order, but shall not be so limited in application, if the severity of the infractions reasonably warrants a more excessive response:
  - 1. Informal redirection,
  - 2. Verbal warning,
  - 3. Written warning,
  - 4. Suspension, without pay,
  - 5. Demotion or discharge.
- C. An Administrator may be disciplined for any misconduct including, but not limited to the following:
  - 1. Incompetence or inefficiency,
  - 2. Failure to perform assigned duties,
  - 3. Disobedience to the Administrator's supervisor or the School Board,
  - 4. Intoxication or consuming alcoholic beverages or drugs while on duty,
  - 5. Conviction of a felony or misdemeanor involving conduct incompatible with position,

- 6. Failure to observe rules and regulations of the District,
- 7. Unauthorized absence from the job,
- 8. Loss of driver's license for more than six (6) months, if such loss of license compromises the ability of the Administrator to efficiently and effectively discharge his/her responsibilities, or
- 9. Any other act or omission that potentially subjects the District to liability for negligent or otherwise inappropriate conduct.

**VIII. CONTRACT TERM AND RENEWAL**

A. Administrator's contracts shall be issued for the term of one year for the first three years in a job. Exception being and effective July 1, 2011, those Administrators who have been at their current position for three or more years will be issued a contract for a term of two years, subject to positive evaluations. The nonrenewal of any Administrator's contract shall not be considered discipline and shall be treated as an administrative act. Except as required by law, notice of the Board intent not to renew an Administrator's contract shall be tendered no later than April 1 prior to the expiration of the contract. Nothing herein shall be construed as providing continuing contract status or any expectation of employment beyond the term of the contract, except as may be otherwise established or required by law. Reasons for nonrenewal will only be provided in accordance with RSA 189:14-a, or as may be deemed appropriate and/or necessary by the Superintendent.

In witness whereof the parties hereto have caused this agreement to be signed by their respective president/chairperson and witnessed.

OYSTER RIVER ADMINISTRATOR ASSOCIATION

Catherine Affronde 12/6/21  
 Representative Date

Windy L. DiFruscio 12/6/21  
 Witness Date

OYSTER RIVER CO-OP SCHOOL BOARD

Michael Wilby 07 DEC 2021  
 School Board Chair Date

\_\_\_\_\_  
 Witness Date

**APPENDIX 1**  
**SALARY PLACEMENT SCALE**  
**2022-2023**

<b>Position</b>	<b>Contract Days</b>	<b>Middle</b>	<b>High</b>
High School Principal	227	\$128,417	\$135,408
Middle School Principal	227	\$121,599	\$130,832
Special Service Director	260	\$121,599	\$130,832
Elementary Principal	227	\$119,325	\$128,752
Assistant Principal at MS/HS	227	\$103,416	\$110,235
Assistant Special Service Directors	202	\$96,597	\$103,416
Counseling Director	227	\$103,416	\$110,235
Athletic Director	210	\$90,915	\$96,597
IT Director	260	\$96,720	\$100,006
School Nutrition Director	210	\$68,187	\$75,712
Transportation Director	260	\$65,000	\$68,187

**APPENDIX 1**  
**SALARY PLACEMENT SCALE**  
**2023-2024**

<b>Position</b>	<b>Contract Days</b>	<b>Middle</b>	<b>High</b>
High School Principal	227	\$133,554	\$140,824
Middle School Principal	227	\$126,463	\$136,065
Special Service Director	260	\$126,463	\$136,065
Elementary Principal	227	\$124,098	\$133,902
Assistant Principal at MS/HS	227	\$107,552	\$114,644
Assistant Special Service Directors	202	\$100,461	\$107,552
Counseling Director	227	\$107,552	\$114,644
Athletic Director	210	\$94,551	\$100,461
IT Director	260	\$100,589	\$104,007
School Nutrition Director	210	\$70,914	\$78,740
Transportation Director	260	\$67,600	\$70,914



**APPENDIX 1**  
**SALARY PLACEMENT SCALE**  
**2024-2025**

<b>Position</b>	<b>Contract Days</b>	<b>Middle</b>	<b>High</b>
High School Principal	227	\$138,896	\$146,457
Middle School Principal	227	\$131,521	\$141,508
Special Service Director	260	\$131,521	\$141,508
Elementary Principal	227	\$129,062	\$139,258
Assistant Principal at MS/HS	227	\$111,854	\$119,230
Assistant Special Service Directors	202	\$104,480	\$111,854
Counseling Director	227	\$111,854	\$119,230
Athletic Director	210	\$98,333	\$104,480
IT Director	260	\$104,612	\$108,167
School Nutrition Director	210	\$73,751	\$81,890
Transportation Director	260	\$70,304	\$73,751

