

MERRIMACK SCHOOL DISTRICT
Merrimack, New Hampshire
Administrative Contract

This contract is made by and between the Merrimack School Board (hereinafter called the Board) and _____ (hereinafter called the Administrator).

The Board agrees to employ the Administrator in the position of «Position» at Merrimack School District for a period of one year, beginning July 1, 2021 and ending June 30, 2022. In making this agreement, the Board reserves the right to make such changes of assignment of the Administrator as the exigencies of the Merrimack School District may require.

The Board agrees to employ the Administrator, and the Administrator agrees to accept this position for such term of employment under the following conditions:

1. The salary, in accordance with appropriate policies and schedules of the Merrimack School District, and any other terms or conditions of employment as are contained in such policies and schedules, shall be _____ for the year, payable in equal payments.

Year	Salary Increase
2021-2022	3.00%

2. The Administrator shall possess proper certification, as required by the New Hampshire State Department of Education, for the position assigned.
3. The Administrator agrees to be governed by the job description and all of the policies, rules and regulations of the Board as now or may hereafter exist and will perform and fulfill all duties and responsibilities prescribed by the Board.
4. The Board may terminate this contract at any time for just and sufficient cause, provided the Administrator has received prior written notice from the Board of its intent and the alleged cause(s) and/or reason(s) for such discharge in accordance with RSA 189:13 and 189:14a.
5. It is mutually agreed that:
 - a. The Administrator's work year shall be twelve (12) months with twenty-five (25) working days annual vacation leave. After five (5) years of service in the District, one additional day per year will be added up to a maximum accrual each fiscal year of thirty (30) days. Vacation days must be used in the fiscal year in which they are accrued, or they will be forfeited, with the following exceptions:
 - i. An Administrator may carry a maximum of five (5) vacation days into the next fiscal year (i.e. No administrator will have more than 35 accumulated days at any given time);
 - ii. If an Administrator is unable to use all of his or her vacation days in one fiscal year due to the needs of the District, the Administrator may request to have the unused days (less the five days that may be carried over) converted to pay based on the current year's per diem rate. This request must be approved by the Superintendent and must be based on evidence of specific needs of the District which prevented the Administrator from taking his or her vacation, such as a special project or the need to cover for a vacant position.
 - b. Sick Leave – The Administrator shall be entitled to one and one-sixth (1.167) working days of sick leave per month for a total accumulation of fourteen (14) sick leave days during the year. If contracts of employment are renewed, then sick leave days may be accumulated from year to year to a maximum limit of one hundred twenty (120) working days. It is further agreed that the Administrator will contribute two (2) sick leave days per year to a sick bank, when the sick bank balance in the aggregate drops below 90 days for each administrator covered by this agreement (e.g. 90 days * 15 administrators = 1,350 sick bank days). It is further agreed that each Administrator who is a member of the sick bank shall have a sick leave benefit

cumulative to one hundred twenty (120) working days in a fiscal year, provided, however, that the Administrator must first exhaust all personal accumulated sick leave days and that any such sick leave benefit from the sick bank shall be contingent upon there being a sufficient number of days available in the bank. Any sick leave benefit from the sick bank must have the prior approval of the Superintendent, which approval shall be at the Superintendent's discretion.

- c. Paid personal leave shall be at the sole discretion of the Superintendent.
- d. The Administrator is entitled to the following paid holidays over and above annual vacation days unless school is in session:
Labor Day, Veterans' Day, Thanksgiving Day and day after, Christmas Day and day after, New Year's Day, Presidents' Day (Washington's Birthday), Martin Luther King Day, Memorial Day, Independence Day. Compensatory time will be provided for paid holidays which occur while school is in session or on a weekend.
- e. The Board agrees to provide hospital-medical coverage. The Board shall pay a percentage of the monthly cost of service for either; single person, two persons, or family hospital-medical insurance plan or apply the dollar equivalent thereof toward any other insurance plans offered to employees of the District.

The Board agrees to eighty-seven percent (87%) of the Health Maintenance Organization plan (HMO) Option 2 in 2021-2022.

The Administrators agree to send a representative to participate in discussions of health care options on the District's Health Care Cost Containment Committee. The committee may make a recommendation and present to both parties any proposed changes in the carrier or plan designs. Any changes must be approved by the Administrators and School Board by March 1st of the contract year.

Should an Administrator of this District opt out of the health insurance benefit and choose to be covered under another policy, the District shall pay said employee a lump sum equal to five thousand dollars (\$5,000.00) annually. Said stipend to be paid to the Administrator in a lump sum payment no later than December 15th. Administrator choosing this benefit must provide proof of insurance to the District by August 1st of each school year.

The Board agrees to pay one hundred percent (100%) of the cost of participation for either; single person, two persons, or family coverage in the "8A" dental plan provided for Merrimack District employees. Any Administrator hired after July 1, 1996 who is covered by the Advise and Confer Agreement shall pay ten percent (10%) of the dental plan.

- f. The Board will cover the Administrator through its public liability insurance plan.
- g. The Board will pay in full the Administrator's professional membership fee for the State and National Association for School Principals or the National Professional Association.
- h. The Board will pay up to six thousand dollars (\$6,000.00) per year for the Administrator to pursue professional growth activities. Each administrator is entitled to receive reimbursement up to the full amount stipulated; however, professional growth activities and reimbursement must be approved by the Superintendent.
- i. The Board will pay the cost of a life insurance plan for the Administrator to a limit of three times his/her annual salary in group term life. The policies will continue to be "owned" by the individual Administrator.

If an Administrator/Director is denied coverage by insurance providers because of group underwriting restrictions, or if an Administrator/Director is dropped from or denied renewal of coverage because of group underwriting restrictions, the Administrator/Director shall provide documentation of denial. Then, the Board will pay to the new provider, upon presentation of an invoice or bill from a qualified agent, for the maximum amount of insurance that can be purchased for the equivalent of the annual premiums that would have been paid to the provider of this coverage in Section 1.

- j. The District will provide long term disability insurance in the amount of sixty-six and two thirds percent (66 ⅔%) of an Administrator's monthly salary not to exceed four thousand five hundred dollars (\$4,500.00) per month with a ninety (90) day elimination period or until an Administrator has exhausted all of his/her accumulated sick leave, whichever is greater. The benefit covers employees up to the social security normal retirement age or until actual retirement per the terms and conditions of the policy. The specifications for the long-term disability insurance policy will be agreed upon by both parties.

If an Administrator/Director is denied coverage by insurance providers because of group underwriting restrictions, or if an Administrator/Director is dropped from or denied renewal of coverage because of group underwriting restrictions, the Administrator/Director shall provide documentation of denial. Then, the Board will pay to the new provider, upon presentation of an invoice or bill from a qualified agent, for the maximum amount of insurance that can be purchased for the equivalent of the annual premiums that would have been paid to the provider of this coverage in Section 1.

- k. The District will contribute eight hundred dollars (\$800.00) toward Vision Care to every Administrator, annually. Payment to be made by December 15th.
- l. Payment for all unused sick leave will occur for an Administrator who voluntarily terminates their employment in the Merrimack School District after completing a minimum of twelve (12) years of service in the district. Payment shall be at the per diem rate of the Administrator not to exceed a total amount of fifteen thousand dollars (\$15,000.00). Such payment will be made in the final paycheck as a lump sum included in the final year's salary with all appropriate deductions withheld.
- m. Sabbatical Leave: Upon recommendation by the Superintendent of Schools, a sabbatical leave may be granted to one member of the leadership team by the Board for administrative related work approved by the Superintendent or full-time study in the United States at any regionally accredited graduate school or at a foreign school approved by the Superintendent, including study in another area of specialization, subject to the following conditions:
 - i. The Administrator has completed at least seven (7) consecutive full school years of service in the Merrimack School System.
 - ii. All sabbatical leaves shall be for a full Merrimack school year (i.e., July 1st through June 30th), and Administrators will be paid by the Board at fifty percent (50%) of the salary rate which they were receiving during the school year immediately prior to the commencement of the leave. Upon return from such leave, the Administrator's salary will be determined by the superintendent.
 - iii. Request for sabbatical leave must be received by the Superintendent of Schools in writing, in such form as may be required by the Superintendent, no later than December 15th of the year preceding the school year for which the sabbatical is requested.

The Superintendent shall inform each applicant in writing of the action to be recommended on the request for sabbatical leave no later than January 30th of the school year preceding the school year for which the sabbatical is requested. The Board shall notify the Administrator of its intent relative to the request for sabbatical leave by March 31st.

- iv. Each administrator must agree to return to Administrative service in the Merrimack Public Schools immediately upon termination of sabbatical leave and to continue in such service or a period of three (3) years, unless physical disability make this impossible or there is mutual agreement to the contrary. A signed statement in the format of a promissory note shall stipulate that failure of the Administrator to provide such service shall result in the obligation to reimburse the Merrimack School District a proportional part of the salary paid during sabbatical leave determined by the fraction of the three (3) years not served following the leave.
- v. A complete and detailed outline of work and/or study to be performed during the period of leave shall be provided in the request for leave.

- vi. Approval of leave shall specify the work and/or study to be performed and failure to abide by the terms and conditions of such approval shall automatically result in prorated adjustment or cancellation of salary, or reimbursement to the Board of all or part of salary paid to date.
- n. The Board will contribute two thousand five hundred dollars (\$2,500.00) during the 2021-2022 school year to a 401 (a) Supplemental Retirement Program for each Administrator under this agreement. In addition, a matching funds contribution will be made up to two thousand dollars (\$2,000.00) during the 2021-2022 school year.
- o. The Board shall provide an early retirement incentive to all eligible administrators who have completed fifteen (15) years of employment with the Merrimack School District. Eligible Administrators must be at least fifty-five (55) years of age on or before August 30th of the calendar year in which retirement occurs. The amount of this benefit shall not exceed 50% of the Administrator's final year's salary.
 - i. Application for retirement incentive is to be received by the Superintendent's office on or before the fifteenth (15th) of November of the school year preceding the year of retirement.
 - ii. All applicants shall be notified by April 15th of the year prior to retirement of the amount of retirement awarded (according to the formula cited in section o (iv) and shall submit, by April 30th of the year prior to retirement, a letter to the Superintendent indicating their resignation from that administrative position at the completion of the next school year.
 - iii. In case of extenuating circumstances, additional retirement applications may be tendered after the November fifteenth (15th) deadline and shall be considered at the sole discretion of the Board.
 - iv. The Early Retirement Incentive is to be a mutual benefit to the Board and Administrator. The following formula shall be used to vary the amount that an individual Administrator receives in direct proportion to the projected savings to the District. The formula that shall be used in computing this benefit shall be:

$$\frac{20\% \text{ of Administrator's final years' salary} \times [66 \text{ years} - \text{Age at retirement}]}{2} = \text{Incentive}$$

This amount shall not exceed 50% of the Administrators final year's salary.
 - v. The amount granted according to the above formula shall be a single sum payment on or before July fifteenth (15th) of the calendar year in which the retirement occurs.

IN WITNESS WHEREOF the parties have hereunto set their hands this _____ day of _____, 2020.

MERRIMACK SCHOOL DISTRICT

By _____
Chair, Merrimack School Board

By _____
Administrator/Director

Advise and Confer Agreement
With the Merrimack School Board
For 2021 – 2022

The Principals, Assistant Principals, and Directors [hereafter referred to as Administrator(s)] and the Merrimack School Board have reached agreement on the 2021-2022 administrative contract. The process of reaching an agreement was mutually beneficial for the Administrator and the School District through the use of the Advise and Confer process. The agreement is one that is the result of a continuing spirit of cooperation and understanding.

Approved by:

Representing the School Board

By *Cinda Guagliumi* 01 / 12 / 2021
Cinda A. Guagliumi Date

By *Andy Schneider* 01 / 12 / 2021
Andy Schneider Date

Representing the Administrators

By *Marsha McGill* 12/21/2020
Marsha McGill Date

By *Kimberly Yarlott* 12/21/2020
Kimberly Yarlott Date

Signature Certificate

Document Ref.: KZCHO-HDC3B-SYEJM-C2JGW

Document signed by:

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