

EMPLOYMENT CONTRACT BETWEEN

ROBERT MARQUIS

AND THE

MILFORD SCHOOL DISTRICT

1. **Preamble.** This contract is entered into as of this twenty-third (23rd) day of February, 2015 between the School Board of the Milford School District OF Milford, New Hampshire (hereinafter called **THE BOARD**), and Robert Marquis (hereinafter called **THE SUPERINTENDENT**).
2. **Employment and Term.** **THE BOARD** agrees to employ **THE SUPERINTENDENT**, and **THE SUPERINTENDENT** agrees to accept employment in the position of Superintendent, for a three-year term commencing the first day of July, 2015 and extending through the thirtieth day of June 2018.
3. **Base Salary.** **THE SUPERINTENDENT**'s salary in the first year of this Contract shall be \$125,000. The salary shall be payable in twenty-six (26) equal biweekly installments and shall be subject to such deductions as may be authorized by **THE SUPERINTENDENT** or as may be required by law.
4. **Adjustments To Base Salary.** **THE BOARD** hereby retains the right to adjust the annual salary of **THE SUPERINTENDENT** for each additional year (after the first year) of this contract. When an adjustment is made in salary, it shall be upon vote of **THE BOARD** at a duly constituted meeting.
5. **Performance Evaluation.** It is **THE BOARD**'s responsibility to develop an evaluation process. **THE BOARD** will provide **THE SUPERINTENDENT** with an annual written evaluation of **THE SUPERINTENDENT**'s performance under this contract. This evaluation shall focus on the annual written goals and objectives approved by **THE BOARD**. The evaluation will be for a given school year (July to June), and will be completed no later than six months after the end of the school year (January 1st of the following year). In addition, **THE BOARD** will conduct informal reviews with **THE SUPERINTENDENT** on a quarterly basis.
6. **Authority and Responsibility.** **THE SUPERINTENDENT** agrees to administer and supervise the schools of the District in accordance with the laws of the State of New Hampshire and the rules, regulations, and directives of the New Hampshire State Board of Education, the District, and **THE BOARD**. As stipulated in Section 302:01 of the New Hampshire Code of Administrative Rules, **THE SUPERINTENDENT** shall have the authority to organize, reorganize, and arrange the administrative, teaching, and support staff in such a way as, in **THE SUPERINTENDENT**'s best judgment, best serves the District. **THE SUPERINTENDENT** shall be responsible for the nomination, placement, and transfer of all non-elected school district and SAU staff.
7. **Certification.** **THE SUPERINTENDENT** shall be required to hold for the life of the contract a valid certificate for Superintendent, properly registered and issued by the State of New Hampshire.

8. **Renewal of Contract.** If **THE BOARD** does not notify **THE SUPERINTENDENT**, in writing, prior to September 1 of the school year in which this contract expires, that this contract will not be renewed, it shall be deemed that **THE BOARD** has renewed this contract for one (1) year extending from the termination date set forth in paragraph 2 above. **THE SUPERINTENDENT** shall remind all members of **THE BOARD**, in writing, of the existence of this automatic renewal clause at least 30 days prior to the automatic renewal date specified in this paragraph.
9. **Termination for Cause.** This contract may be terminated by **THE BOARD** at any time for **THE SUPERINTENDENT's** (i) immorality, willful misconduct, or insubordination; (ii) failure of **THE SUPERINTENDENT** to meet the goals and expectations of **THE BOARD**, after given notice and a reasonable opportunity to improve; or (iii) the failure on the part of **THE SUPERINTENDENT** to conform to the laws of the State of New Hampshire, the rules, regulations, or directives of the New Hampshire State Board of Education, or **THE BOARD**. If there is a conflict between the rules of the State Board of Education and/or **THE BOARD**, the rules of **THE BOARD** will prevail.
10. **Termination Without Cause.** **THE BOARD** may at any time and without cause terminate **THE SUPERINTENDENT** of his duties under this contract, provided that the District shall pay to **THE SUPERINTENDENT**, in a lump sum as severance pay, the salary and the value of the fringe benefits that he would have earned under this contract up to a maximum of six (6) months from the actual date of his termination. For purposes of this paragraph 10, **THE SUPERINTENDENT's** salary shall be deemed to be his Base Salary as of the date of termination of his employment, and his fringe benefits shall be deemed to be the annual premiums then being paid by the District in his behalf at the date of the termination of his employment for the benefits described in paragraphs 15, 16, and 17, and the \$5,000 per year maximum Tax Sheltered Annuity (TSA) contribution provided for under paragraph 20, subject to such deductions as may be required by law.
11. **Termination by Superintendent.** In the event **THE SUPERINTENDENT** elects to terminate this contract prior to its expiration, he shall provide at least twelve (12) months written notice to **THE BOARD**. If **THE SUPERINTENDENT** terminates this contract prior to its expiration in order to accept employment with any other school district, or if he provides less than twelve (12) months written notice, then he shall pay a penalty of \$5,000 to the District as liquidated damages. The liquidated damage penalty represents a share of the anticipated costs that the District will incur in recruiting and hiring a replacement Superintendent and **THE SUPERINTENDENT** agrees that the amount is reasonable under the circumstances.
12. **Vacation Leave.** **THE SUPERINTENDENT's** work year shall be twelve (12) months with twenty (20) working days annual vacation leave. Subject to an annual carryover limit of twenty (20) days, in the event **THE SUPERINTENDENT** has not used all his vacation time for any given year within that year, he may carry unused days over to the next year. At the expiration or termination of this contract, **THE SUPERINTENDENT** shall be entitled to payment for any unused vacation leave which has accrued during the year or which, subject to the aforesaid limits, he may have carried over from the prior year. Payment will be made within 30 days of the date of termination.
13. **Sick Leave.** Sick leave shall consist of fifteen (15) days per year with an accumulation to one hundred ten (110) days. Unused sick leave will be paid to **THE SUPERINTENDENT** upon termination. Payment

shall be paid at a rate that is forty percent (40%) of **THE SUPERINTENDENT'S** per diem rate as of the date of retirement. Payment will be made within 30 days of the date of termination.

14. **Holidays.** **THE SUPERINTENDENT** is entitled to ten (10) holidays each year. These days are non-cumulative and do not carry over from one year to the next.
15. **Personal Days.** **THE SUPERINTENDENT** is entitled to three (3) personal days per year, or more at the discretion of **THE BOARD**. These days are non-cumulative and do not carry over from one year to the next. These days are non-cumulative and do not carry over from one year to the next.
16. **Health Insurance.** **THE SUPERINTENDENT** may elect coverage under the SchoolCare Consumer Driven Health Plan (CDHP) for either single, two-person, or family coverage. Regardless of the level chosen, the District's premium contribution will be eighty-five percent of the CDHP cost.

Upon providing proof of alternative employer-sponsored coverage from outside the District, the District will pay **THE SUPERINTENDENT** an annual payment of \$2,500 for a two-person plan or \$3,500 for a family plan in lieu of health insurance, to be evenly distributed over the pay schedule then in place.

If during the course of this contract, the SchoolCare CDHP plan is no longer available to the District, or the District changes its health insurance plans/carrier, the District will provide **THE SUPERINTENDENT** with reasonable notice of such change. A comparable plan and cost sharing schedule will be presented to **THE SUPERINTENDENT** for the remaining term of this contract.


17. **Dental Insurance.** The District will provide **THE SUPERINTENDENT** with dental insurance coverage under Delta Dental Plan Option 3b. The District will contribute 70% of the total premium cost of a single, two-person, or family membership of Delta Dental Plan Option 3b. If during the course of this contract, the Delta Dental Plan Option 3b is no longer available to the District, or the District changes its dental insurance plans/carrier, the District will provide **THE SUPERINTENDENT** with reasonable notice of such change. A comparable plan and cost sharing schedule will be presented to **THE SUPERINTENDENT** for the remaining term of this contract.
18. **Life Insurance.** The District will pay 100% of the premium cost for term life insurance and AD & D during each school year. The amount of insurance coverage is twice the Base Salary rounded to the nearest \$1,000.
19. **Disability Insurance.** The District will provide long-term disability insurance in the amount of 66% of **THE SUPERINTENDENT'S** monthly Base Salary in the event of total disability, as defined by the policy. This benefit covers the employee up to the Social Security normal retirement age, or until actual retirement, per the terms and conditions of the policy, at no cost to **THE SUPERINTENDENT**
20. **Public Liability Insurance.** The District will provide **THE SUPERINTENDENT** with public liability insurance coverage for his acts or omissions as an employee of the District, at no cost to **THE SUPERINTENDENT**, such insurance to provide coverage and be subject to limits within the reasonable discretion of the District.
21. **Annuity.** The District will contribute on behalf of **THE SUPERINTENDENT** up to five thousand dollars (\$5,000) in each year of the contact in matching funds to a tax sheltered annuity or 403(b) plan.

- 22. Travel and Expense Reimbursement.** **THE SUPERINTENDENT** shall be reimbursed for ordinary and necessary expenses incurred in the normal conduct of his office, including professional conferences, seminars, workshops, committee meetings, and travel.
- 23. Professional Associations.** The District shall pay **THE SUPERINTENDENT's** annual fees and dues to the American Association of School Administrators, the New Hampshire School Administrators Association, and such other professional associations as may be mutually determined by **THE BOARD** and **THE SUPERINTENDENT**.
- 24. Outside Activities.** **THE SUPERINTENDENT** shall devote his time, attention, and energy to the business of the school district. However, he may serve, subject to written preapproval by **THE BOARD**, as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities that are of short-term duration. The honoraria paid **THE SUPERINTENDENT** in connection with these activities shall be retained by **THE SUPERINTENDENT**.
- 25. Student Tuition.** If **THE SUPERINTENDENT** is not a resident of the town of Milford, he may request that his children attend the Milford School District. Acceptance would follow the same procedure used for non-resident students. The child would be required to follow all of the policies, procedures, and practices of any other student of the District. **THE BOARD** would waive the cost of tuition.
- 26. Arbitration.** All disputes between the parties concerning their rights and obligations under this contract shall be subject to binding arbitration. Such arbitration may be commenced by any party serving a written demand therefore upon all other parties and the American Arbitration Association. Arbitration shall be by a single arbitrator sitting in Milford, New Hampshire (or such other place as the parties may agree upon) in accordance with the rules of the American Arbitration Association. The fees of the arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be final and binding on the parties, subject to review in accordance with RSA 542:8.
- 27. Savings Clause.** This contract shall be governed by and construed according to the State of New Hampshire. Invalidity of any portion of this contract shall not affect the validity of the remainder of the contract.

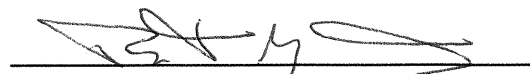
IN WITNESS WHEREOF, the parties have executed this contract this twenty-third (23rd) day of February, 2015.

Witness:

School Administrative Unit #40
Milford School District


Business Administrator

By: Paul Dargie
Milford School Board, Chair


Superintendent