

EMPLOYMENT CONTRACT BETWEEN
JENNIFER BURK
AND THE
MILFORD SCHOOL DISTRICT

This Employment Contract, made and entered into this 22 day of April, 2016, by and between the Milford School District of Milford, New Hampshire, hereinafter referred to as **THE DISTRICT**, and Jennifer Burk hereinafter referred to as **THE BUSINESS ADMINISTRATOR**.

WHEREAS, THE DISTRICT desires to provide THE BUSINESS ADMINISTRATOR with a written employment contract in order to enhance administrative stability and continuity within the schools, which THE DISTRICT believes improves the quality of its overall education program; and,

WHEREAS, THE DISTRICT and THE BUSINESS ADMINISTRATOR believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools;

NOW, THEREFORE, THE DISTRICT and THE BUSINESS ADMINISTRATOR, for the consideration herein specified, agree as follows:

1. Term

THE DISTRICT, in consideration of the promises herein contained of THE BUSINESS ADMINISTRATOR, hereby employs, and THE BUSINESS ADMINISTRATOR hereby accepts, employment as Business Administrator for a term commencing July 1, 2016, and ending June 30, 2018.

THE DISTRICT may, by specific action and with the consent of THE BUSINESS ADMINISTRATOR, extend the termination date of the existing contract to the full extent permitted by State law.

2. Professional Certification and Responsibilities

Certification. THE BUSINESS ADMINISTRATOR shall be required to hold for the life of this contract a valid certificate for Business Administrator, properly registered and issued by the State of New Hampshire.

3. Compensation

THE DISTRICT shall pay THE BUSINESS ADMINISTRATOR at an annual rate of \$98,636 in the first year of this contract. This annual salary shall be paid to THE BUSINESS ADMINISTRATOR in accordance with the schedule of salary payment in twenty-six (26) equal payments and subject to such deductions as may be authorized or may be required by law.

THE DISTRICT hereby retains the right to adjust the annual salary of THE BUSINESS ADMINISTRATOR for each additional year (after the first year) of this contract.

4. Benefits

THE BUSINESS ADMINISTRATOR shall have the same benefits package as described in Articles VII, VIII, and IX of the "Agreement Between the Milford School Board and the Milford Administrative Group July 1, 2014 to June 30, 2018," dated March 12, 2014, (a copy of these Articles shall be attached to this Employment Agreement as an appendix), with the following exceptions and those described within the Contract:

- A) THE BUSINESS ADMINISTRATOR shall be compensated for accumulated unused sick days upon termination. Such compensation shall be equal to 40% of THE BUSINESS ADMINISTRATOR'S per diem pay for each day of THE BUSINESS ADMINISTRATOR'S accumulated unused sick days to a maximum of one hundred ten (110) days and paid to THE BUSINESS ADMINISTRATOR within thirty (30) days of his/her last day of employment; and
- B) THE BUSINESS ADMINISTRATOR shall, during the term of this Agreement, receive twenty-five (25) paid vacation days per year, beginning at the commencement of this Agreement; and
- C) THE BUSINESS ADMINISTRATOR shall, during the term of this Agreement, be eligible to receive a flat rate of \$1,500 per year of this agreement for all business travel. This payment shall be paid to THE BUSINESS ADMINISTRATOR in accordance with the payroll schedule in twenty-six (26) equal payments.
- D) THE BUSINESS ADMINISTRATOR may attend professional development programs sponsored by the New Hampshire Association of School Business Officials and the International Association of School Business Officials, and other professional development activities approved by the Superintendent required to maintain a New Hampshire certification noted in Section 2, with membership, registration and associated travel costs paid in accordance with all District policies.

THE BUSINESS ADMINISTRATOR shall also be entitled to such other benefits as specified in this Contract or adopted by District policy.

5. Professional Liability

- A. THE DISTRICT agrees that it shall defend, hold harmless and indemnify THE BUSINESS ADMINISTRATOR from any and all demands, claims, suits, actions and legal proceedings brought against THE BUSINESS ADMINISTRATOR in his/her individual capacity, or in his/her official capacity as agent and employee of THE DISTRICT, provided the incident arose while THE BUSINESS ADMINISTRATOR was acting within the scope of his/her employment and excluding criminal litigation and as such liability coverage is within the authority of THE DISTRICT to provide under State law.
- B. THE DISTRICT shall not, however, be required to pay any costs of any legal proceedings in the event that THE DISTRICT and THE BUSINESS ADMINISTRATOR are opposing parties in such litigation.

6. Evaluation

The evaluation format and process will follow the guidelines of the Administrative Group and be based upon THE BUSINESS ADMINISTRATOR'S Job Description and District Goals.

7. Renewal of Employment Contract

If THE DISTRICT does not notify THE BUSINESS ADMINISTRATOR, in writing, prior to April 1 of the year in which this Employment Contract expires that the Employment Contract will not be renewed, it shall be deemed that THE DISTRICT has renewed this Employment Contract for one (1) year. THE BUSINESS ADMINISTRATOR shall remind THE SUPERINTENDENT, in writing, by March 1 of the existence of this automatic renewal clause.

8. Termination of Employment Contract

This employment contract may be terminated by:

- A. Mutual Agreement of the Parties.
 - B. Retirement of THE BUSINESS ADMINSTRATOR.
 - C. Death of THE BUSINESS ADMINISTRATOR.
 - D. Disability of THE BUSINESS ADMINISTRATOR. In the event of disability by illness or incapacity, after THE BUSINESS ADMINISTRATOR'S sick leave has been exhausted, the compensation shall be reinstated after THE BUSINESS ADMINISTRATOR has returned to employment and undertaken the full discharge of his/her duties. THE DISTRICT may terminate this contract by written notice to THE BUSINESS ADMINISTRATOR at any time after THE BUSINESS ADMINISTRATOR has exhausted all accumulated sick leave and such other leave as may be available and has been absent from his/her employment for whatever reason for an additional continuous period of three (3) months. All obligations to the District shall cease upon such termination.
 - E. Discharge for Just Cause. Discharge by THE DISTRICT of THE BUSINESS ADMINISTRATOR shall be permitted for just cause, which shall include but not be limited to neglect of duty or breach of contract. Reasons for a proposed discharge for just cause shall be given in writing. Unless THE BUSINESS ADMINISTRATOR submitted to THE DISTRICT, within twenty (20) days of receipt of such notification, a written request for a hearing before THE BOARD, the agreement is considered terminated as of this date, which falls thirty (30) days after THE BUSINESS ADMINISTRATOR'S receipt of notification. If THE BUSINESS ADMINISTRATOR requests a hearing, THE BOARD shall hold this hearing within twenty (20) days beyond receipt of this request. If THE BUSINESS ADMINISTRATOR chooses to be accompanied by legal counsel at such a meeting, he/she shall bear any of the costs therein involved. THE BOARD shall render a written decision to THE BUSINESS ADMINISTRATOR within ten (10) days of the hearing. If THE BOARD'S decision remains in favor of termination, THE BUSINESS ADMINISTRATOR may, within ten (10) days of receipt of notification, submit a written request for a hearing before the Commissioner of Education. Unless THE BUSINESS ADMINISTRATOR requests this hearing, the Agreement is considered terminated as of the date which falls thirty (30) days beyond THE BUSINESS ADMINISTRATOR'S receipt of THE DISTRICT'S reaffirmation of its decision to terminate this Agreement. If THE BUSINESS ADMINISTRATOR, within a ten (10) day period, does request a hearing, the Commissioner shall conduct such hearing within twenty (20) days beyond receipt of THE BUSINESS ADMINISTRATOR'S request.
- The Commissioner shall render a decision within ten (10) days following the hearing, and that decision shall be binding upon both the School District and THE BUSINESS ADMINISTRATOR. If that decision supports the School District, the Agreement is considered terminated thirty (30) days after the date of the Commissioner's decision.
- F. Unilateral Termination. THE DISTRICT may, at its option, unilaterally terminate this Employment Agreement without cause. In the event of such termination, THE DISTRICT shall authorize payment to THE BUSINESS ADMINISTRATOR, as severance pay, all of the aggregate salary allowances and other compensation he/she would have earned under this employment contract from the actual date of termination to either the expiration date set forth in this

Employment Contract or six (6) months from the actual date of termination, whichever is sooner. Paid benefits shall continue until either the expiration date of this Employment Contract or six months from the actual date of termination, whichever is sooner, unless otherwise agreed to.

G. Resignation. THE BUSINESS ADMINISTRATOR may, at his or her option, resign and thus terminate this Employment Agreement without cause. Except for extenuating personal, medical circumstances, if THE BUSINESS ADMINISTRATOR does not provide written notice of this resignation at least ninety (90) days in advance of the resignation date, THE BUSINESS ADMINISTRATOR agrees to pay the Milford School District the sum of \$1,000.

9. Change in Contract

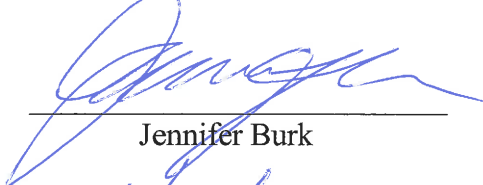
Any clause in this contract can be changed upon mutual agreement of the parties.

10. 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 DISTRICT has caused this Employment Contract to be approved in its behalf by a duly authorized officer and THE BUSINESS ADMINISTRATOR has approved this Employment Contract effective on the day and year specified in paragraph 1 above.


BUSINESS ADMINISTRATOR



Jennifer Burk
4/22/16

Date

SUPERINTENDENT OF SCHOOLS



Robert Marquis
4-22-16

Date

APPENDIX

ARTICLE VII - EMPLOYEE BENEFITS

Flexible Benefits

The Board provides for options to members of the Administrative Group to use approved benefits in an alternative manner other than for which they have been specified, not to exceed the cost of the individual's allowable approved benefits.

Section 125

The District will establish a Section 125 I.R.C. premium conversion account as well as medical/dental and dependent care employee reimbursement account. The employee contribution limit for the medical/dental account is set at two thousand dollars (\$2,000). The employee contribution limit for the dependent care account is set at the statutory limit of five thousand dollars (\$5,000). If the statutory limits are reduced below the amounts stated herein for these accounts, the limits will be the statutory limits.

Tax Deferred Annuity

The District will make a contribution towards a Tax Deferred Annuity Plan for those members of the Group who elect this option in lieu of health insurance and/or dental insurance. The District contribution for members of the Group as of June 30, 2014 will be:

Health Insurance:	90% of the HMO premium
Dental Insurance:	80% of the premium

For members of the Group beginning employment under this Agreement on or after July 1, 2014, the District's contribution towards the Tax Deferred Annuity Plan will be \$2,500 for a member eligible for a 2-person plan level contribution for the health insurance only, or \$3,500 for a member eligible for a family plan level contribution for the health insurance only.

Health Insurance

Members of the Group may choose from any available option under the SchoolCare Health Insurance Plan for either single, two-person, or family coverage. Regardless of the option chosen, the District's premium contribution for Group members as of June 30, 2014 will be equal to ninety-five percent (95%) of the applicable HMO plan option. For members of the Group beginning employment under this Agreement on or after July 1, 2014, the District's premium contribution will be equal to eighty-five percent (85%) of the applicable HMO plan option.

The District may change health insurance carriers, provided comparable coverage is offered, and provided that the Board and the Group agree to the change.

Dental Insurance

Administrators electing dental coverage during the term of this Agreement will be covered under Delta Dental plan Option 3b. The District will contribute 85% of the total premium cost of Option 3b for a Single Person, Two-Person, or Family Membership Plan.

The District may change dental insurance carriers, provided comparable coverage is offered, and provided that the Board and the Group agree to the change.

Life Insurance

The District will pay 100% of the premium cost for term life insurance and AD & D during each school year for members of the Group. The amount of insurance coverage is twice the individual's annual salary to the nearest \$1,000.

Additional Life Insurance

For members of the Group as of September 1, 2001, the District agrees to reimburse a Group member, who elects to purchase additional term life insurance, half the cost of the insurance to a maximum policy of \$500,000. The life insurance carrier to provide this coverage shall be mutually agreed upon, in advance, between the Group member and the Superintendent.

Liability Coverage

The District will provide liability insurance coverage for members of the Group; said policy will provide a minimum coverage in the amount of one million dollars (\$1,000,000). This is subject to the District being able to acquire the coverage.

Long-Term Disability Plan

The District will pay 100% of the premium cost of a Long Term Disability (LTD) Plan. The Plan shall have a ninety (90) day elimination period. The benefit shall be a 66% of the Group member's salary.

Dues

The District pays for memberships in recognized local and national organizations for members of the Group upon the approval of the Superintendent.

Retirement Benefit

A Group member, upon termination, who has fifteen (15) consecutive years of professional experience in Milford and is eligible for retirement, shall be compensated for accumulated unused sick days. Such compensation shall be equal to 40% of the member's per diem pay for each day of said member's accumulated unused sick days to a maximum of one hundred ten (110) days and paid to the member within thirty (30) days of his/her last day of employment.

Payroll Deductions

The Board will deduct from the salaries of Group members covered under this Agreement, other monies to be used for direct deposit, insurance, tax deferred retirement vehicle, membership dues, and other reasonable deductions as determined by the Superintendent of Schools.

The Board agrees to deduct, from the salaries of its employees covered under this Agreement, dues for the Group as said members individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Treasurer of the Group.

1. The Group agrees to provide annually, by September 30, a list of those individuals who have authorized deductions and the amounts of these deductions.
2. The Board will discontinue such deductions only if such notice of withdrawal is filed prior to September 30 of the year in which such deductions are to cease.
3. The parties agree that once the dues have been deducted and paid to the Group, all further responsibility on the part of the Board and the District for said funds shall cease and the Group agrees that the Board, its members, officers, and employees shall have no further liability with regard to same.

Travel Expenses

The District will reimburse Group members for automobile (mileage) expenses and other necessary expenses incurred in the performance of their responsibilities. Mileage paid is at the established rate per mile for District employees. Any mileage reimbursement subject to taxes under IRS regulations will be processed through the payroll system and taxed accordingly.

Early Retirement

- A. Any full-time administrator, who is a member of this Group as of July 1, 2010, who has worked for a minimum of twenty (20) years as a full-time professionally certified educator with the District, of which a minimum of ten (10) years of service must be as a full-time certified administrator of the District, and who has reached age 55 at the time of retirement, may submit a request for early retirement to the Board. This request for early retirement shall be dated and signed by the administrator submitting it, shall be submitted to the Superintendent by December 1st of the year preceding the year in which the retirement shall commence, and shall specify the date selected by the administrator for retirement, which shall be by the end of a fiscal year (June 30th). The Board shall act upon the request by January 1st.
- B. If there are applicants, at least one (1) request for early retirement per year shall be approved by the Board. Those administrators with the greatest seniority within the District, including all professional experience, will be given first consideration.
- C. If approved, the District shall pay the early retiree twenty percent (20%) of the retiree's last salary annually for a period of five (5) years. Salary pay out will be consistent with existing procedures.
- D. Upon commencement of early retirement, the approved early retiree shall be eligible to continue health insurance with the District. The District shall provide a contribution equivalent to seventy-eight percent 78% of the HMO plan towards the cost of the health insurance for a single, two-person or family plan. If the spouse of a retiree reaches the age of sixty-five (65) during this period, and becomes eligible for Medicare, the District's contributions towards the health insurance for the spouse shall be equivalent to seventy-eight percent (78%) of the SchoolCare 65+ plan rate. This contribution shall continue until the retired member reaches the age of sixty-five (65). The retired member shall be responsible for the remaining balance of the elected health insurance, which shall be deducted from the retired member's salary noted above in Section C, or through a retirement pension deduction or another means of regular monthly payment directly to the District if the retiree's salary continuation under Section C has ended before the end of the health insurance coverage period to age sixty-five (65).
- E. If the approved early retiree is eligible for health insurance subsidy from the New Hampshire Retirement System, the retiree shall apply for the subsidy and assign it to the District. The amount received by the District shall reduce the gross cost of the health insurance coverage, and both parties shall share the balance of the cost in the same pro ration noted above in Section D.
- F. Early retirement shall be treated as a voluntary termination, and the member shall have no right to continue employment in the District after that retirement date.

ARTICLE VIII - LEAVE OF ABSENCE

Sick Leave

Each Administrative Group member is entitled to fifteen (15) days of paid sick leave each year for personal or family illness (for the purpose of this paragraph, sick leave for "family illness" means leave taken to care for the member's ill mother, father, spouse, son, or daughter). Unused sick leave days may accrue from year to year up to a maximum accumulation of one hundred ten (110) days. It is understood that Administrative Group members may transfer unused sick leave to each other upon the approval of the Superintendent, such approval to be considered only after an incapacitating illness or disability, excluding family illness, provided the Administrator has exhausted all accrued sick leave.

Personal Leave

The Board grants personal leave, up to three (3) days with pay, upon the approval of the Superintendent.

Bereavement Leave

Bereavement Leave, during the year, shall be granted with pay to any individual who requests such leave for each occurrence of a death in his/her or his/her spouse's family with approval of the Superintendent.

Vacation Leave

Each Group member, for the first five (5) years of employment as a full-time Administrator in the District, shall receive twenty (20) days of paid vacation per year. After their fifth year of employment as a full-time Administrator in the District, members shall receive a total of twenty-five (25) days of paid vacation per year. The scheduling of vacation leave shall be approved, in advance, by the Superintendent.

Each year, after three (3) years of employment as full-time Administrators in the District, members may exchange up to fifteen (15) unused vacation days from a previous year for deposit into one of the retirement investment vehicles offered by the District.

A maximum of 20 unused, accrued vacation days may be carried over from one fiscal year to the next.

Holidays

The Board provides each full-time Group member ten (10) paid holidays as identified by the Superintendent.

Extended Leaves of Absence

The Board will consider requests for leaves of absence upon the individual's written request to the Superintendent.

ARTICLE IX - PROFESSIONAL DEVELOPMENT

The District will reimburse Group members who have completed one year of service in the District for college course tuition and associated fees up to a maximum of twelve (12) credits per fiscal year. The District will reimburse Group members who have completed one year of service in the District for college course tuition and associate fees up to a maximum of sixteen (16) credits per fiscal year at 50% of the costs of those credits beyond the twelve (12) noted above, but not to exceed sixteen (16) credits in total during the fiscal year. Additional course reimbursement beyond sixteen (16) credits per fiscal year shall be at the discretion of the Superintendent.

In cases where a course is graded either by Pass/Fail or traditional letter grades, an acceptable grade is required in order to be eligible for reimbursement. An acceptable grade is Pass for a Pass/Fail course or a grade of "B" or better for a course graded with traditional letter grades.

The Group member must notify the Superintendent, in writing, of enrollment in a degree program at an accredited institution. Members in a planned program of study must have the program endorsed by the Superintendent for reimbursement of tuition and fees to be approved.

Members desiring to register for courses not part of a planned program of study shall have prior approval of the Superintendent. Approval shall be granted if the course is taken for credit, is related to the individual's position and professional development, and, in the Superintendent's opinion, is related to the District's goals.

Any Group member who leaves the employment of the District after August 1st will owe the District the sum of two hundred fifty dollars (\$250) and shall reimburse the District for any professional development expenses for which the District paid during the previous school year.

ADDENDUM
TO THE
EMPLOYMENT CONTRACT

BETWEEN
JENNIFER BURK
AND THE
MILFORD SCHOOL DISTRICT

This Addendum is made and entered into this 29th day of November, 2016, by and between the Milford School District of Milford, New Hampshire, hereinafter referred to as **THE DISTRICT**, and Jennifer Burk hereinafter referred to as **THE BUSINESS ADMINISTRATOR**.

This Addendum addresses changes to **#4. Benefits, Health Insurance** as stated in the Contract between The District and The Business Administrator, which was made and entered into on April 22, 2016 and signed by both parties on April 22, 2016. As such, the Health Insurance provisions as outlined in the Agreement between the Milford School Board and the Milford Administrative Group, July 1, 2014 to June 30, 2018 will not apply to the **Business Administrator** - as of July 1, 2017.

The Contract changes referencing **# 4. Benefits Health Insurance** will be as follows:

The Business Administrator may elect coverage under the SchoolCare Consumer Driven Health Plan (Yellow - 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.

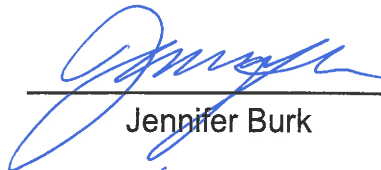
Upon providing proof of alternative employer-sponsored coverage from outside the District, The District will pay **THE BUSINESS ADMINISTRATOR** an annual payment of \$2,500 for a two person plan or \$3,500 for a family plan in lieu of health insurance, to be evenly distributed over the pay schedule then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

In consideration of this change to **THE BUSINESS ADMINISTRATOR'S Health Insurance** **The DISTRICT and THE BUSINESS ADMINISTRATOR** agree to extend the **Term** of the Employment Contract Between Jennifer Burk and the Milford School District one (1) additional year. The new **Term** of this contract will read as: beginning on July 1, 2016 and ending June 30, 2019.

If during the course of the Addendum, commencing July 1, 2017 and ending June 30, 2019, 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 BUSINESS ADMINISTRATOR** with reasonable notice of such change. A comparable plan and cost sharing schedule will be presented to **THE BUSINESS ADMINISTRATOR** for the remaining term of this contract.

IN WITNESS WHEREOF, THE DISTRICT has caused this Employment Contract Addendum to be approved in its behalf by a duly authorized officer and THE BUSINESS ADMINISTRATOR has approved this Addendum.

BUSINESS ADMINISTRATOR



Jennifer Burk

11/29/16
Date

SUPERINTENDENT OF SCHOOLS



Robert Marquis

11/29/16
Date