

EMPLOYMENT CONTRACT BETWEEN

JANE FORTSON

AND

THE MILFORD SCHOOL DISTRICT

This Employment Contract, made and entered into this 4 day of June, 2018, by and between:

The Milford School District of 100 West Street, Milford, New Hampshire 03055, by and through its duly elected and qualified School Board (hereafter referred to as 'DISTRICT'); and,

Jane Fortson of 148 Highland Circle Road, Swansea, New Hampshire 03446 (hereafter referred to as 'BUSINESS ADMINISTRATOR').

Recitals

WHEREAS, DISTRICT desires to provide 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**

Unless sooner terminated pursuant to ***Section 8, below***, the DISTRICT, in consideration of the promises herein contained by BUSINESS ADMINISTRATOR, hereby employs, and BUSINESS ADMINISTRATOR hereby accepts, employment as Business Administrator for a term commencing ***July 1, 2018***, and ending ***June 30, 2021***. Said Term may be extended by mutual written agreement subject to the conditions set forth in Section 7, below.

2. **Professional Certification and Responsibilities**

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

3. **Compensation**

DISTRICT shall pay BUSINESS ADMINISTRATOR at an annual rate of \$106,000.00 in the first year of this contract. This annual salary shall be paid to 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.

DISTRICT may adjust the annual salary of BUSINESS ADMINISTRATOR for each additional year (after the first year) of this contract provided the rate is not less than \$106,000.00.

4. **Benefits**

BUSINESS ADMINISTRATOR shall be entitled to receive, as additional compensation, 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, 2018 to June 30, 2022," dated March 19, 2018, (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. BUSINESS ADMINISTRATOR shall be compensated for accumulated unused sick days upon termination. Such compensation shall be equal to 40% of BUSINESS ADMINISTRATOR'S per diem pay for each day of BUSINESS ADMINISTRATOR'S accumulated unused sick days to a maximum of one hundred ten (110) days and paid to BUSINESS ADMINISTRATOR within thirty (30) days of his/her last day of employment; and,
- B. 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. 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 BUSINESS ADMINISTRATOR in accordance with the payroll schedule in twenty-six (26) equal payments.
- D. 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.

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

5. **Professional Liability**

- A. **General Liability** - Pursuant to the enabling authority under ***RSA 31:105*** and its determination to exercise the same, DISTRICT agrees that it shall defend, hold harmless and indemnify BUSINESS ADMINISTRATOR from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, suit, or judgment by reason of negligence or other act resulting in accidental injury to a person or accidental damage to or destruction of property if the BUSINESS ADMINISTRATOR at the time of the accident resulting in the injury, damage, or destruction was acting in the scope of employment or office. This indemnification shall not include criminal litigation.
- B. **Civil Rights Liability** - Pursuant to the requirement of ***RSA 31:106***, the DISTRICT agrees that it shall defend, hold harmless and indemnify BUSINESS ADMINISTRATOR from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, suit, or judgment by reason of any act or omission constituting a violation of the civil rights of an employee, teacher or student, or any other person under any federal law if such act or omission was not committed with malice, and if the indemnified person at the time of such act or omission was acting within the scope of employment or office.
- C. **Insurance** - The DISTRICT reserves its right pursuant to ***RSA 31:107*** to provide for such indemnification by acquiring insurance and the amount of any such indemnification shall be limited to the amounts of coverage which the DISTRICT has obtained. In this regard, the DISTRICT represents that coverage is currently in place for the following amounts with the insurance provider(s) indicated:

[Insert or Attach Insurance Amounts and types]

- D. DISTRICT shall not, however, be required to pay any costs of any legal proceedings in the event that DISTRICT and BUSINESS ADMINISTRATOR are opposing parties in such litigation.

6. **Evaluation**

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

7. **Renewal of Employment Contract**

If DISTRICT does not notify BUSINESS ADMINISTRATOR, in writing, prior to April 1 of the year in which this Employment Contract expires of its intention to renew the Employment Contract, then the Employment Contract will not be renewed. Nothing in

this section shall preclude the parties hereto from extending this Employment Contract by mutual written agreement.

8. **Termination of Employment Contract**

This employment contract may be terminated by:

- A. Mutual Agreement of the Parties.
- B. Retirement of BUSINESS ADMINSTRATOR.
- C. Death of BUSINESS ADMINISTRATOR.
- D. **Disability of BUSINESS ADMINISTRATOR.** In the event of disability by illness or incapacity, after BUSINESS ADMINISTRATOR'S sick leave has been exhausted, the compensation shall be reinstated after BUSINESS ADMINISTRATOR has returned to employment and undertaken the full discharge of his/her duties. DISTRICT may terminate this contract by written notice to BUSINESS ADMINISTRATOR at any time after 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. **Termination at Will** - The Superintendent of Schools shall have the right to terminate this agreement without cause at any time within 180 days from the commencement of the Term of the agreement as set forth in Section 1, above. This right to terminate at will shall not apply to any renewal Term of this agreement.
- F. **Unilateral Termination.** After 180 days from the commencement of the Term of the agreement as set forth in Section 1, above DISTRICT may, at its option, unilaterally terminate this Employment Agreement without cause. In the event of such termination, DISTRICT shall authorize payment to 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.** BUSINESS ADMINISTRATOR may, at his or her option, resign and thus terminate this Employment Agreement without cause. Except for extenuating personal, medical circumstances, if BUSINESS ADMINISTRATOR does not provide written notice of this resignation at least ninety (90) days in advance of the resignation date, 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 written agreement of the parties.

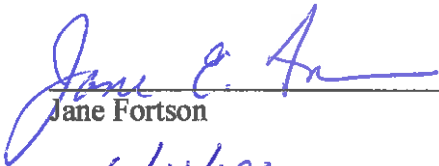
10. Savings Clause -

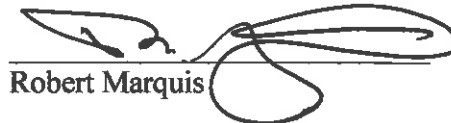
This Agreement is subject to all applicable laws, rules, and regulations of the State of New Hampshire. Invalidity of any portion of this Agreement under the Laws of the State of New Hampshire or of the United States shall not affect the validity of the remainder of the Agreement.

IN WITNESS WHEREOF, DISTRICT has caused this Employment Contract to be approved in its behalf by a duly authorized officer and BUSINESS ADMINISTRATOR has approved this Employment Contract effective on the day and year first specified above.

BUSINESS ADMINISTRATOR

SUPERINTENDENT OF SCHOOLS


Jane Fortson


Robert Marquis

6/4/18
Date

6/4/18
Date

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May 29, 2018