

**AT-WILL EMPLOYMENT AGREEMENT:
MIDDLE SCHOOL ACTIVITIES DIRECTOR/RECREATION DIRECTOR**

This At-Will Employment Agreement (“Agreement”) is entered into by and between the School Board of Independent School District No. 47, Sauk Rapids-Rice (“District”) and Phillip Klaphake (“Director”). In consideration of the mutual promises contained in this Agreement, the District and the Director agree as follows:

**ARTICLE I
NATURE AND DURATION OF EMPLOYMENT**

Section 1: At-Will Employment. The District will employ the Director, on an at will basis, to perform the duties of an Director on a full time basis. Because the Director is an at-will employee, the District may discipline the Director as the District sees fit. The District may also discharge the Director and unilaterally terminate this Agreement as the District sees fit. The District is not required to provide advance notice or to show cause in connection with disciplining or discharging the Director from employment or in connection with terminating this Agreement. The Director may resign from the District at any time and for any reason.

Section 2: Duration of Agreement. This Agreement establishes the terms and conditions of employment that will apply to the Director until June 30, 2019, provided that neither party exercises its right to terminate this Agreement and the employment relationship before that date. This Agreement will immediately terminate if either party exercises its right to terminate the employment relationship. This Agreement will automatically expire and the employment relationship will automatically end on June 30, 2019, unless the parties enter into a new written agreement extending the employment relationship beyond that date.

**ARTICLE II
DUTIES AND OUTSIDE ACTIVITIES**

Section 1: Job Duties. The Director must faithfully perform all duties that are described in the job description for an Director. In addition, the Director must faithfully perform all services that the School Board or the Superintendent prescribes or assigns to the Director, regardless of whether those services are specifically described in this Agreement or in the job description.

Section 2: Duty to Comply with Laws and Policies. The Director must comply with all applicable federal and state laws. The Director must also comply with all rules, regulations, and policies of the School Board and the State of Minnesota, including those rules, regulations, and policies that currently exist and any that are established or amended during the term of this Agreement.

Section 3: Duty of Loyalty. The Director agrees to perform his job duties diligently, in good faith, and to the best of his ability with loyalty to the School Board. The Director must devote full time and due diligence to the affairs and the activities of the District. The Director may not, directly or indirectly, participate in any action or conduct that conflicts in any respect with the interests of the District, and the Director may not engage or participate in any action or conduct that is inconsistent with the Board’s policies or actions, his duties as the Director, the basic educational mission of the District, or the desired image of the District.

Section 4: Outside Activities. The Director must obtain written approval from the District's Superintendent before performing any educationally related service or activity for another person, entity, or organization in exchange for compensation. With prior written approval from the Superintendent, the Director may engage in other compensated activities if such activities do not impede the Director's ability to perform his duties for the District. The Director may not directly or indirectly use District time, property, or resources for the benefit of another person, entity, or organization that is compensating the Director.

ARTICLE III COMPENSATION

Section 1: Annual Salary. The District will pay the Director a gross annual salary of fifty thousand dollars and zero cents throughout the 2016-17 school year (\$57,000.00), fifty one thousand fifty dollars and zero cents throughout the 2017-18 school year (\$58,500.00), and fifty three thousand fifty dollars and zero cents throughout the 2018-19 school year (60,000.00) in consideration for faithfully performing the duties of the Director. The District will pay the Director's gross annual salary in equal installments, less applicable withholdings and deductions, based on the District's regular payroll schedule. Each installment will be made after the period in which the salary was earned. If this Agreement is terminated during the middle of a pay period, the salary paid to the Director for that period will be prorated and decreased to reflect the number of days actually worked.

Section 2: Exempt Status. The position of Director is a full-time position with exempt status under the Fair Labor Standards Act. The Director's regular workweek is expected to be forty (40) hours in length, but the Director is expected to work the number of hours necessary to perform his job duties and to meet the professional expectations of the job. In light of the exempt status of the position, hours worked in excess of a forty-hour work week will not result in any overtime pay. Regular attendance is an essential function of the job.

Section 3: TSA Matching Payments. To the extent permitted by law, the District will match the Director's contributions to a qualifying tax sheltered annuity ("TSA") each school year, on a dollar-for-dollar basis, up to a maximum of one thousand dollars and zero cents (\$1,000.00). The District's matching payment will be made in equal installments throughout the school year. The District will not be required to make the matching payment if either the Director or the District exercises the right to unilaterally terminate this Agreement before June 30, 2019. Once the District has made a matching payment to the TSA, the matching payment will become the property of the Director.

Section 4: Responsibility for TSA Compliance. The Director and the annuity companies involved are solely responsible for ensuring that the TSA complies with Section 403(b) of the Internal Revenue Code, as amended, and Minnesota law. The Director hereby waives any right that he might otherwise have to bring a claim against the District for any issue related to whether the TSA complies with Section 403(b) of the Internal Revenue Code, as amended, and Minnesota law. The District's only obligation under the preceding paragraph is to make the matching contribution to the TSA.

**ARTICLE IV
WORK YEAR, HOLIDAYS, AND LEAVES**

Section 1: Work Year. The Director's work year will run from July 1 to June 30 and will consist of 230 duty days, with the specific days being determined by the District. In addition, the Director must be on duty during any emergency, natural or unnatural, unless the Superintendent or the School Board otherwise excuses him.

Section 2: Holidays. The following will be paid holidays for the Director: Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Presidents' Day, Good Friday, and Memorial Day.

Section 3: Sick Leave. The Director will accrue one day of sick leave for each month that he works pursuant to this Agreement. The Director may accumulate up to one hundred twenty (120) days of sick leave. Upon termination of this Agreement, the Director is not entitled to any compensation for any unused days of sick leave.

Section 4: Bereavement Leave. The Director may take a total of three (3) days of bereavement leave with pay in connection with the death of a member of the Director's immediate family. For purposes of this Agreement, "immediate family" means father, mother, sister, brother, spouse, child, grandchild, grandparent, father-in-law, or mother-in-law. Additional leave may be granted at the discretion of the Superintendent. A total of two (2) additional days of paid leave per year may be granted at the discretion of the Superintendent and/or designee. Said days will be deducted from the Director's Accumulated Sick Leave.

Section 5: Jury Duty. If the Director serves on jury duty while this Agreement is in effect, he will receive full pay from the District, provided that he submits to the District any compensation he received from being called to sit as a juror.

Section 6: Worker's Compensation. In case of absence due to injury incurred in the course of employment, the Director shall be paid the difference between salary and benefits received under the Worker's Compensation Act with such absence to be charged, proportionately to percent of salary paid, to sick leave.

**ARTICLE V
INSURANCE**

Section 1: Group Health and Hospitalization. The District will select and offer at least one group health and hospitalization insurance plan to the Director. The District will pay five thousand five hundred dollars and zero cents (\$5,500.00) annually toward the annual premium regardless of whether the Director elects single or family coverage. To the extent that the cost of the premium exceeds the amount of the District's contribution, the Director must pay the remaining amount of the premium through payroll deduction.

Section 2: Life Insurance. The District will select and offer to the Director a group term life insurance policy with a maximum death benefit of one hundred thousand dollars and zero cents (\$100,000.00). This paragraph will not apply unless the Director qualifies for and enrolls in the plan that is offered by the District. During the term of this Agreement, the District will pay up to two hundred fifty dollars and zero cents (\$250.00) per year towards the premium for the policy offered by the District. The life insurance policy will be payable to the Director's named beneficiary.

Section 3: Long Term Disability Insurance. The school district will provide the full cost of the premium annually for income protection insurance for the Director working twenty (20) or more hours per week. The coverage will be to a maximum of two-thirds of the Director's salary with the waiting period to be sixty (60) calendar days or the exhaustion of accumulated sick leave whichever is longer.

Section 4: Claims Against the District. The District is not promising or guaranteeing that any particular claim will be paid or covered by insurance. The District's only obligation is to select an insurance plan and to make the premium contributions that are stated in this Agreement. The eligibility and coverage of the Director and any dependents will be governed entirely by the terms of the applicable insurance policy. No claim may be made against the District as a result of the denial of a claim or the denial of any insurance benefits if the District has purchased the policies and paid the premiums described in this Article. Subject to any applicable requirements of federal or state law, the District's obligation to make any contribution toward the cost of any insurance premium described in this Article will cease immediately upon the expiration of this Agreement or in the event that the Director's employment ends for any reason.

ARTICLE VI MISCELLANEOUS

Section 1: Mileage and Expenses. The school district shall pay all legally valid expenses and fees for attendance at meeting or conferences when attendance thereof is required, directed or permitted by the immediate supervisor. Mileage shall be at the current IRS reimbursement rate per mile when using own car for authorized school business purposes. Room and meal rates shall be those set by the Board of Education.

Section 2: Use of Wireless Communication Devices and Allowance. The Director is required to use a cell phone and other wireless communication devices in the performance of his job and must be available for emergency situations outside the normal work day. As a result, the District will pay or reimburse the Director a monthly allowance totaling fifty dollars and zero cents (\$50.00), which is meant to cover the costs of a phone and data plan. This allowance will be taxed in accordance with IRS regulations.

Section 3: Choice of Law and Severability. The laws of the State of Minnesota govern this Agreement. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

Section 4: Entire Agreement. This Agreement constitutes the entire agreement between the Director and the District. No party has relied upon any statements or promises that are not set forth in this Agreement. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbooks or policies. The Director understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract. No waiver or modification of any provision of this Agreement is valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown above their signatures. This Agreement will not become effective unless and until it is approved by the District's School Board and is signed by both parties.

DIRECTOR

ISD 47, SAUK RAPIDS-RICE

I have subscribed my signature
this 18 day of July, 2016.



Director

I have subscribed my signature
this 18 day of July, 2016.



School Board Chair

I have subscribed my signature
this ___ day of _____, 2016.



School Board Clerk