

## EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into by and between Independent School District No. 47 ("District") and **Bradley Berghuis** ("Employee"). The District and the Employee are collectively referred to as "the parties."

WHEREAS, the parties desire to enter into an employment agreement governing the terms and conditions of the Employee's employment with the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the parties hereby agree as follows:

1. **Term.** This Agreement will take effect on **July 15, 2019**, and will terminate on **June 30, 2022**, unless either party exercises its right to terminate the Agreement earlier. Either the District or the Employee may terminate this Agreement at any time, with or without cause, by providing written notice to the other party. Absent early termination, the Employee's employment with the District will terminate effective at the close of business on **June 30, 2022**. This Agreement will not automatically renew, but the parties may affirmatively act to enter into a written contract for the following school year.
2. **Position and Duties.** Subject to the terms of this Agreement, the District hereby agrees to employ the Employee in the position of **Director of Buildings and Grounds** for the District, and Employee hereby accepts such employment.
  - (a) The position of **Director of Buildings and Grounds** is a full-time, 260 duty-day position with exempt status under the Fair Labor Standards Act. Regular attendance is an essential function of the job. A basic duty day will be eight (8) hours in length (inclusive of a duty-free lunch) but the Employee is expected to work the number of hours necessary to perform his/her job duties and to meet the professional expectations of the job. In light of the exempt status of the position, additional hours worked beyond a forty-hour workweek will not constitute overtime. Beyond the basic duty day, the Employee is expected, and may be required, to attend and participate in meetings and school-sponsored events.
  - (b) The Superintendent has the authority to create and modify a written job description for the Employee; to oversee and direct the Employee's job performance; and to review the Employee's performance.
  - (c) The Superintendent may assign or reassign the Employee at any time to any position for which the Employee is qualified, as determined by the Superintendent.
3. **Salary.** While this Agreement is in effect, the Employee will earn a gross annual salary in consideration for faithfully performing the duties of his/her position with the District.

**2019-2020 \$82,250.00**  
**2020-2021 \$85,000.00**  
**2021-2022 \$87,500.00**

The Employee hereby elects to receive this gross annual salary in twenty-four equal installments, less applicable withholdings and deductions. This election to spread the Employee's salary over a twelve-month period is irrevocable during the term of this Agreement. In accordance with the District's regular payroll schedule, each semi-monthly installment will be made after the period in which the salary was earned. The Employee authorizes the District to make payroll deductions for paying the Employee's PERA contribution and the Employee's health insurance premium contribution, if applicable. The District's obligation to make any payments under this Agreement will cease immediately in the event that the Employee resigns or his/her employment is terminated for any reason. If this Agreement is terminated during the middle of a pay period, the salary paid to the Employee for that period will be prorated and decreased to reflect the number of days actually worked.

4. **PERA Contributions.** While this Agreement is in effect, the Employee will be a member of the Public Employees Retirement Association ("PERA") system. The District will make the employer contribution required by PERA, and the Employee will make the employee contribution required by PERA. The District's obligation to make any contribution to PERA will cease immediately in the event that the Employee resigns or his/her employment is terminated for any reason.

5. **Health Insurance.** During the term of this Agreement, the District will contribute up to dollar amounts listed below toward the cost of the premium of single or family coverage for the Employee under the District's group health insurance plan:

**2019-2020 Full Family Coverage**  
**2020-2021 Full Family Coverage**  
**2021-2022 Full Family Coverage**

In order to receive any insurance benefits described in this Agreement, the Employee must pay the remaining portion of the cost of the monthly premium for single or family coverage, and the Employee must timely enroll in and qualify for the insurance plan selected by the District. Any description of insurance benefits in this Agreement is intended to be informational only. The Employee agrees that no action may be brought against the District for any particular claim that is not covered or paid by insurance. The District is not insuring or guaranteeing that any particular claim will be paid or covered by insurance. The eligibility and coverage of the Employee and any dependents will be governed entirely by the terms of the applicable insurance policy.

6. **Dental Insurance.** During the term of this Agreement, the District will contribute up to dollar amounts listed below toward the cost of the premium for the Employee under the District's group dental insurance plan:

**2019-2020 \$600.00**  
**2020-2021 \$600.00**  
**2021-2022 \$600.00**

In order to receive any insurance benefits described in this Agreement, the Employee must pay the remaining portion of the cost of the monthly premium for single or family coverage, and the Employee must timely enroll in and qualify for the insurance plan selected by the District. Any

description of insurance benefits in this Agreement is intended to be informational only. The Employee agrees that no action may be brought against the District for any particular claim that is not covered or paid by insurance. The District is not insuring or guaranteeing that any particular claim will be paid or covered by insurance. The eligibility and coverage of the Employee and any dependents will be governed entirely by the terms of the applicable insurance policy.

7. **Term Life Insurance.** The District shall pay the premium for a term life insurance policy in the amount of \$200,000 on the life of this employee while employed by the District who is qualified for and is enrolled in such term life program.

8. **Paid Holidays.** The Employee shall be granted 11 paid holidays as shown below:

New Year's Day	Thanksgiving Day
President's Day	The day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
July 4 <sup>th</sup>	New Year's Eve
Labor Day	

Holidays that fall on weekends will be observed on a day established by the District. The District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

9. **Leave.**

(a) **Sick Leave**

The Board shall grant one day of sick leave per month, or twelve (12) days per twelve months with one hundred twenty (120) day maximum accumulation cap. At the onset of this agreement, the Director of Buildings and Grounds shall be granted a bank of twenty-four (24) sick leave days available for use. No additional sick leave may be accumulated until such time as these twenty-four (24) days are earned.

The following absences shall be considered to be sick leave:

- (1) Absence because of personal illness, physical disability, or exposure to a contagious disease requiring quarantine.
- (2) Attendance upon a seriously ill member of the immediate family
- (3) Absences, up to five (5) days per year, occurring when a member of the immediate household requires attention due to an illness. Routine health examinations, dental appointments, and surgical procedures, which might appropriately be scheduled during vacation periods, shall not be covered.
- (4) The term "immediate family" is interpreted to mean spouse, child, parent, brother or sister of the Director of Buildings and Grounds, and parent of spouse.

(b) **Bereavement Leave**

The Director of Buildings and Grounds may be granted up to three (3) days for absence because of death in the immediate family or household; the specific amount of time to be subject to the discretion of the superintendent. Bereavement leave shall not be deducted from sick leave.

Under special circumstances, the School Board may, in its discretion, grant additional leave under this section.

For purposes of this leave, the immediate family shall include spouse, children, parent, grandparent, grandchild, brother, sister, brother or sister-in-law, and father or mother-in-law, aunt / uncle. The family household shall be interpreted to include any member of the household currently making her home with the family.

(c) Personal Leave

Two (2) days of personal leave will be allowed per year at the discretion of the Director of Buildings and Grounds. These days will be used when no other described leave will accommodate a personal situation and will be subtracted from sick leave. The Director of Business Services will be notified one (1) working day in advance when taking such leave.

(d) Medical Leave:

An employee who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay or benefits, up to six (6) months. This leave may be renewed at the discretion of the school district.

(e) Jury Duty Leave

The administrator who serves jury duty shall be reimbursed at their normal rate of pay for serving that duty. Any reimbursement paid to the administrator for such duty shall be remitted to the district.

(f) Vacation

The employee may take up to 20 days of paid vacation per year during the term of this Agreement.

10. **Emergency Leave.** Emergency Leave may be granted with the approval or the superintendent, or their designee. The final determination of what constitutes an emergency shall be made by the Superintendent. Said leave will be deducted from professional leave days first and then if needed from the accumulated leave bank.

11. **Long-Term Disability (Income Protection) Insurance.** The District will pay the annual premium for long-term disability (income protection) insurance for the Employee covered under this Agreement who qualifies for and is enrolled in the District's group long-term disability plan.

12. **Matching Annuity Plan.** The Employee will have the opportunity to participate in a Matching Annuity plan. The employee will be eligible for the maximum match of \$208.00 per month employed not to exceed a maximum of \$2,500.00 per year. Adjustments to employee matches must be made before July 1<sup>st</sup> each year.

13. **Mileage and Phone Reimbursement.** The School District shall pay for the employee's professional in and out-of-district travel when he/she uses his/her personal vehicle. Mileage shall be reimbursed at the current IRS rate. The School District will provide reimbursement of \$100.00 per month for the professional use of a cell phone data plan and home high-speed internet access.

14. **Covenant of Diligence, Good Faith, and Loyalty.** The Employee agrees to perform his/her job duties diligently, in good faith, and to the best of his/her ability. The Employee further agrees to be loyal to the District.

(a) The Employee may not, directly or indirectly, engage or participate in any action or conduct that conflicts in any respect with the interests of the District, nor may the Employee engage or participate in any action or conduct that is inconsistent with his/her job duties, the basic educational mission of the District, or the desired image of the District.

(b) The Employee must fully comply with all federal and state laws and with all policies and rules of the District. The Employee must perform his/her duties in a trustworthy, ethical, legal, and diligent manner and must use his/her best efforts to promote the interests of the District.

15. **At-Will Employment Status.** The Employee is an at-will employee regardless of any statements, representations, procedures, or policies that may be made or promulgated by the District or its agents or representatives. The District may terminate the Employee as it sees fit by providing the Employee with written notice of termination. The District is not required to show cause for termination of the Employee or this Agreement. After the effective date of any termination, the Employee is not entitled to receive any form of unearned salary, severance, compensation for unused personal leave or sick leave, payment of any insurance premium, or any other employer-paid benefit. The Employee may resign at any time by giving the Superintendent written notice of his/her resignation.

16. **Choice of Law and Severability.** This Agreement shall be governed by the laws of the State of Minnesota, regardless of whether any change occurs in the Employee's domicile or status as a resident of Minnesota. 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.

17. **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the employment of the Employee. Neither party has relied upon any oral statements or promises that are not set forth in this document. 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 policy. The Employee understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract

between the District and the Employee. No waiver or modification of any provision of this Agreement will be 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 below. This Agreement shall not become effective unless and until it is approved by the School Board of the District and signed by both parties.

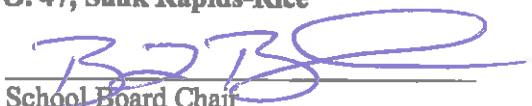
**EMPLOYEE**

Dated: 6/24/19

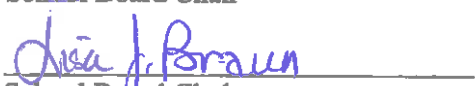
  
Name

**INDEPENDENT SCHOOL DISTRICT NO. 47, Sauk Rapids-Rice**

Dated: 6-24-19

  
School Board Chair

Dated: 6/24/19

  
School Board Clerk

Independent School District No. 47 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, familial status, disability, and status with regard to public assistance, sexual orientation, or age.