

EMPLOYMENT AGREEMENT

Aquatics Manager

This Agreement is entered into between Tukwila Pool Metropolitan Park District hereafter referred to as "District" and David M. Perkins hereafter referred to as "Employee".

The District hereby employs David M. Perkins as the Aquatics Manager of the District who hereby accepts the employment on the terms and conditions set forth below.

1. Duties. The Employee shall perform the following duties:

- 1.1.** Perform such services for the District as directed from time to time by the Executive Director in the manner and to the extent permitted by the laws of the State of Washington and in accordance with the policies of the District.
- 1.2.** Perform all duties established by the job description of the position of Aquatics Manager, which is incorporated into this Agreement by this reference. The District retains the right to modify the job description during the term of this Agreement.

2. Hours of Employment. The Aquatics Manager is expected to devote a minimum of forty hours per week to perform the administrative and executive duties assigned to the position. The parties recognize that the Employee must devote time outside of normal office hours and the Employee shall determine the hours of work so as to be available to the public on a predictable and regular basis. The Aquatics Manager is a salaried FLSA exempt executive position and is not entitled to overtime compensation unless authorized in writing in advance by the Board of Commissioners.

3. Compensation.

3.1. Salary. For all services rendered by the Employee under this Agreement, the District shall pay the Employee a monthly salary of \$4,166.66 payable in accordance with the District's normal payroll process.

3.2. Fringe Benefits. The Employee shall receive the Fringe Benefits as set forth in Addendum A.

4. Review. Salary and benefits shall be reviewed annually by the District.

1st of original

5. **Term.** This Agreement shall be effective on _____October 21, 2014_____ and shall continue in force until December 31, 2015 unless extended or terminated as provided by this Agreement.

6. **Termination Without Cause.** This position is an at-will position. The Employee acknowledges that either party may terminate employment at any time with 30 days advance notice for any reason with or without cause and that the Employee has no expectation of continued employment beyond this thirty day period. In the event this Agreement is terminated for any reason, the Employee shall receive the following compensation.

6.1. Current monthly wage for all hours worked prior to the termination date.

6.2. Payment of accrued Paid Time Off.

6.3. Reimbursement of unpaid general expenses incurred as provided in Paragraph 7.

7. **General Expenses.** The District will reimburse the Employee for reasonable job related expenses when approved in advance and on receipt of documentation of such expenses. The Employee is authorized to expend District funds in the execution of District business and in representing the District at conferences and otherwise, to purchase materials for recognition of employees or volunteers, and to incur travel and lodging expenses in the conduct of District business.

8. **Employment Attention.** The Employee agrees to devote full working time, attention, knowledge and skills during District working hours to the business and interests of the District and the District shall be entitled to all benefits and profits arising from work and services performed during District working hours by the Employee. Participation in community, business, and civic organizations is encouraged.

9. **Outside Employment.** The Employee shall not engage in outside employment that interferes with the Employee's ability to effectively discharge the assigned duties and responsibilities in a manner consistent with this Agreement.

10. General Provisions:

10.1. Except as otherwise provided for herein, this Agreement shall constitute the entire agreement between the parties, and shall supersede, modify and/or rescind all prior written and oral understandings and agreements between the parties hereto as to the subject of this Agreement.

10.2. Waiver by the Employer of any breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach nor a waiver of this provision.

- 10.3.** No amendment or variation of the terms and conditions of this Employment Agreement are valid unless the same is in writing, references this Agreement, and is signed by both parties.
- 10.4.** Except where inconsistent with the terms hereof, Employee shall follow all Employer policies, procedures, rules, regulations, general orders and general directives.
- 10.5.** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- 10.6.** The provisions of this Agreement are for the benefits of the parties solely, and not for the benefit of any person, persons or legal entities. Neither this Agreement nor any rights hereunder may be assigned by either party.
- 10.7.** At all times, the Employer has been represented by its attorney. Employee acknowledges that Employee, at all times, had the right to and the availability of independent counsel of Employee's choosing in regard to this Agreement, whether or not Employee chose to exercise that right.

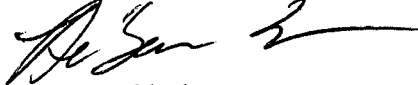
Dated: _____ October 21 _____, 2014.

TUKWILA POOL METROPOLITAN
PARK DISTRICT

EMPLOYEE

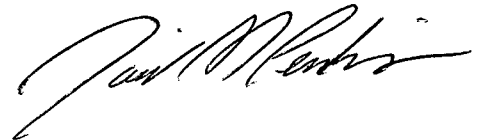
By:

President



By:

Clerk



ADDENDUM A
FRINGE BENEFITS – EMPLOYEE

- 1. BENEFIT REIMBURSEMENT.** The District will provide Employee with up to \$625.00 per month to reimburse employee for health insurance, retirement benefits or other employment benefits approved by the District in advance. The amount represents 15% of employees salary and is designed to allow employee to obtain fringe benefits and to offset the tax impact of this approach to benefits. The benefit package is not part of the base salary and is subject to modification on an annual basis. Employee shall provide proof of enrollment and payment to receive reimbursement of the benefit funds. If Employee does not use the full benefit amount on a monthly basis, the unused amount shall be forfeited and shall not accrue.

- 2. PAID TIME OFF.** The Employee will be entitled to 12 Paid Time Off days accrued at the rate of 1 day per month. The maximum accrual of Paid Time Off is 12 days. Paid Time Off will not expire at the end of the term but will remain subject to the maximum accrual limit.

- 3. HOLIDAY LEAVE.** The Employee will be granted the following holidays:

4th Thursday in November
December 25

Thanksgiving Day
Christmas Day