

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of December 2020 by and between Missoula Rural Fire District, a Rural Fire District pursuant to § 7-33-2105, M.C.A., hereinafter called ("the District" or "the Board"), and Christopher Newman, hereinafter called "Employee", both who understand as follows:

W I T N E S S E T H:

WHEREAS, the District desires to employ the services of Employee as Fire Chief of Missoula Rural Fire District, as provided by § 7-33-2105, M.C.A.; and

WHEREAS, it also is the desire of the District, to provide certain benefits, establish certain conditions of employment, and set working conditions of Employee; and

WHEREAS, it is the desire of the District to do as follows: (1) secure and retain the services of Employee and provide inducement for him to remain in such employment, (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and (4) provide a just means for terminating Employee's services at such time as he may be unable to satisfactorily discharge his duties or when the District may otherwise desire to terminate his employment; and

WHEREAS, Employee desires to accept employment as Fire Chief of Missoula Rural Fire District.

NOW, THEREFORE, in consideration of the mutual covenants

herein contained, the parties agree as follows:

Section 1. Duties

The District hereby agrees to employ Employee as Fire Chief to perform the functions and duties specified in the policies, rules, regulations, and standard operating guidelines of Missoula Rural Fire District and in the laws and administrative rules of the State of Montana and to perform other lawful and proper duties and functions as the Board shall from time to time assign.

Section 2. Term

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject to the provisions set forth in Section 4, paragraphs A and B, of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign his position at any time, subject only to the provisions set forth in Section 4.

C. Employee agrees to remain in the exclusive employ of the District through and including December 13, 2020 the termination date, and neither to accept other employment nor become employed by any other employer until after the termination date, unless the termination date is affected as hereinafter provided.

The term "employed" shall not be construed to include occasional teaching, writing, consulting, limited sports coaching or military reserve service performed during Employee's time off.

D. In the event either party fails to give the other party

written notice of the party's intent not to extend the employment relationship under this Agreement at least 90 days prior to the termination date, this Agreement shall be extended on the same terms and conditions as herein provided for an additional two-year term.

Section 3. Suspension

The District may suspend Employee with or without full pay and benefits at any time during the term of this Agreement, but only under the following circumstances:

- (1) A majority of the Board and Employee agree, or
- (2) After a public hearing, a majority of the Board votes to suspend Employee for just cause. In this case, the Board must give Employee written notice setting forth any charges against Employee at least 10 calendar days prior to the public hearing.

Section 4. Termination and Severance Pay

A. In the event the Board terminates Employee before expiration of the term of this Agreement, the District agrees to pay Employee six months salary and benefits, plus one-month additional salary and benefits for each five years of paid service Employee has served the District. However, if the District terminates Employee for cause, it has no obligation to pay all or any portion of the severance stated above.

B. In the event the District at any time during the term of this Agreement reduces Employee's salary or other financial benefits in a greater percentage than it implements in an across-the-board reduction of the same for all its other employees, or in

the event the District refuses, within 30 calendar days following receipt of written notice to comply with any other salary or benefit provision of this Agreement, or if Employee resigns following the Board's suggestion, whether formal or informal, that he resign, then, in that event, Employee may deem himself "terminated" for purposes of the above Termination and Severance Pay provision on the following respective dates: (1) the date of the first pay day following the reduction in salary or financial benefit, (2) the 31st calendar day after written notice is given to comply with a salary or benefit provision of this Agreement, or (3) the date Employee resigns. Employee may also be terminated by the District upon a showing of cause. Employee shall have the right to a review of the termination by the Board of Trustees. Its decision, after hearing, shall be final.

C. In the event Employee voluntarily resigns his position with the District before expiration of the term of this Agreement, unless the parties otherwise agree, Employee shall give the District 90 days advance written notice.

Section 5. Compensation and Benefits

The District agrees to pay Employee an annual base salary for services rendered to the District under this Agreement (see section 19) The base salary is payable in installments at the same time as other District employees are paid. In addition, the District agrees to do as follows:

- (a) Provide Employee a clothing allowance of \$650 per year.
- (b) Provide Employee longevity pay calculated at the rate of

one percent of the base pay of \$1,100.00 per year of service, per month.

(c) The District agrees to a one (1) year contract, December 13, 2020 through December 25, 2021.

Performance Evaluation

A. The Board shall review and evaluate Employee's performance at least once annually in advance of the adoption of an annual operating budget. The review and evaluation shall be in accordance with specific criteria developed jointly by the District and Employee. The Board, in consultation with Employee, may add or delete criteria as it may from time to time determine. Further, the Board Chairman shall provide Employee with a summary written statement of the Performance Evaluation and provide an adequate opportunity for Employee to discuss his evaluation with the Board.

B. Annually, the Board and Employee shall define the goals and performance objectives which they determine necessary for proper operation of the District and attainment of the Board policy objectives. The Board and Employee shall further establish a relative priority among those various goals and objectives and shall reduce the prioritized goals and objectives to writing. The goals and objectives shall generally be attainable within both the time limitations specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the Board and Employee mutually agree to abide by the provisions of

applicable law.

Section 7. Hours of Work

The District recognizes that Employee is on call 24 hours per day and seven days per week. As a salaried employee, Employee must devote a great deal of time outside normal office hours to the District's purposes. Compensatory time will accrue at a rate of time and one-half and will be allowed for time worked in excess of 40 hours per week, except when Employee is called to serve in emergencies or in response to fire or rescue missions, in which case such time will accrue at a rate of straight time compensatory time (1 hour worked = 1 hour comp), and will not count as "time worked" for the purpose of accruing additional compensatory time at a rate of time and one-half.

On any incident or project when the District direct bills and receives compensation for Employee's time from outside agencies, Employee will be allowed to collect overtime compensation at the rate of one and one-half times his regular pay

Employee may schedule time off at his convenience. Employee shall advise the Board Chairman or Office Manager of his scheduled time off. Employee may not accumulate, at any time, more than 120 hours of compensatory time.

Section 8. Automobile

Because of the nature of Employee's duties, he is required to have a District automobile at his disposal. The automobile is to be used for official business, except that Employee may use the vehicle for personal use incidental to official use. Examples of

such use may be "picking up" groceries on the way to or from work or "dropping off" children at school. Use of this nature is considered within the scope of authority given Employee as non-substantive deviations from duty. Recognizing that abuses could easily occur; the parties hereto believe that the benefits of this provision for the District far out-weigh the potential detriment. Accordingly, the District will evaluate any citizen complaints on a case-by-case basis.

Section 9. Vacation, Sick, and Military Leave

A. Employee shall accrue and have credited to his personal account vacation and sick leave credits at the same rate as other general employees of the District.

B. Employee shall be entitled to military reserve leave time pursuant to state law and District policy.

C. An employee who terminates his employment is entitled to a lump sum payment equal to 25% (twenty-five percent) of the pay attributed to the accumulated sick leave. An employee, who completes twenty years (20) of service with the District and submits notice one calendar year prior to his retirement, is entitled to a lump sum payment of 75% (seventy five percent) of the pay attributed to sick leave. The Board of Trustees may waive the one-year notice requirement. An employee who leaves the service of the District because of disability is entitled to 100% (one hundred percent) of the pay attributed to sick leave. The pay shall be computed on the basis of the employee's salary at the time he terminates his employment, retires from the

District, or leaves with disability. An employee of the District who received a lump sum payment and who is again employed by the District shall not be credited with any leave for which he has been previously compensated.

Section 10. Disability, Health, and Life Insurance

A. The District agrees to provide hospitalization, surgical, and comprehensive medical insurance, dental insurance, disability insurance, and optical insurance for Employee and his dependents and to pay the premiums thereon equal to that which is provided all other District employees, or in the event no such plans exist, to provide the foregoing described insurance for Employee.

B. Employee, at the District's discretion, agrees to submit once per calendar year to a complete physical examination by a qualified physician allowed by the District, which shall pay the cost of the examination and shall receive a copy of all medical reports related to the examination.

Section 11. Retirement

The District agrees to execute all necessary agreements provided by the Firefighter's Unified Retirement System. In addition to the salary the District pays Employee, the District agrees to pay an amount equal to 14.36 percent of Employee's gross salary into FURS on Employee's behalf.

Employee's retirement will also be funded in an amount equal to 7.65 percent of Employee's total wage to be paid by the District into a qualified tax-deferred retirement program.

Section 12. Dues and Subscriptions

The District agrees to budget and pay Employee's professional dues and subscriptions necessary for his continuation and full participation in national, regional, state, and local associations and organizations as are necessary and desirable for his continued professional participation, growth, and advancement, and as are for the good of the District.

Section 13. Professional Development

A. The District agrees to budget and pay for Employee's travel and subsistence expenses for professional and official travel, meetings, and occasions adequate for Employee's professional development, as well as to allow Employee to adequately pursue necessary, official, and other functions on behalf of the District. Such functions may include but are not limited to the Annual Conference of the International Association of Fire Chiefs, the Western Fire Chiefs Conference, and such other national, regional, state, and local governmental groups and committees thereof on which Employee serves as a member. All out-of-state travel shall be subject to District approval.

B. The District also agrees to budget and pay for Employee's travel and subsistence expenses for short courses, institutes, and seminars that are necessary for his professional development and for the good of the District.

Section 14. Indemnification

The District shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand,

or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Fire Chief. The District will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 15. Bonding

The District shall bear the full cost of any fidelity or other bond required of Employee under any law or ordinance.

Section 16. Other Terms and Conditions of Employment

A. The District, in consultation with the Fire Chief, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to Employee's performance, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, District policies, rules, regulations, or standard operating guidelines, or any law.

B. All provisions of District policies, regulations, and rules relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions, as those provisions now exist or hereafter may be amended, also shall apply to Employee as they would to other District employees.

Section 17. No Reduction in Benefits

The District shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Employee, except at the same percentage as it implements in an across-the-board reduction of the same for all

District employees.

Section 18. Notices

Notices given pursuant to this Agreement shall be given by depositing the written notice in the custody of the United States Postal Service, Certified mail, first class postage prepaid, return receipt requested, and addressed as follows:

(a) District: MRFD Board of Trustees, Chairman
Missoula Rural Fire District
2521 South Avenue West
Missoula, MT 59804

(b) Employee: Christopher Newman
232 Turner Street
Stevensville, MT 59870

Alternatively, notices required pursuant to this Agreement may be personally served upon the party by a commercial delivery service. Notice is deemed given as of the date of personal service of the written notice or as of the date of depositing such written notice with the United States Postal Service as hereinbefore described.

Section 18. General Provisions

A. This Agreement shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of Employee's heirs at law and executors.

C. This Agreement shall become effective commencing the 13th day of December 2020.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force

and effect.

E. This Agreement shall be used solely for the purpose of contract between the named parties. It shall not be binding upon the District as precedent for the named Employee or others employed by the District.

Section 19. Base Wage Schedule

Effective December 13, 2020 through December 25, 2021. Annual Base Wage increase will be 3.75% per year.

December 13, 2020-December 25, 2021 \$133,691.48 (Annually)

IN WITNESS hereof, Missoula Rural Fire District has caused this Agreement to be signed and executed on its behalf by its Board, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first written above.

Employer:

Missoula Rural Fire District
Board of Trustees

Employee:

Christopher Newman
Fire Chief



EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of December 2020, by and between Missoula Rural Fire District, a Rural Fire District pursuant to § 7-33-2105, M.C.A., hereinafter called ("the District" or "the Board"), and Paul Finlay, hereinafter called "Employee", both of whom understand as follows:

W I T N E S S E T H:

WHEREAS, the District desires to employ the services of Employee as Assistant Fire Chief of Missoula Rural Fire District, as provided by § 7-33-2105, M.C.A.; and

WHEREAS, it is the desire of the District, to provide certain benefits, establish certain conditions of employment, and set working conditions of Employee; and

WHEREAS, it also is the desire of the District to do as follows: (1) secure and retain the services of Employee and provide inducement for him to remain in such employment, (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and (4) provide a just means for terminating Employee's services at such time as he may be unable to satisfactorily discharge his duties or when the District may otherwise desire to terminate his employment; and

WHEREAS, Employee desires to accept employment as Assistant Fire Chief of Missoula Rural Fire District.

NOW, THEREFORE, in consideration of the mutual covenants

herein contained, the parties agree as follows:

Section 1. Duties

The District hereby agrees to employ Employee as Assistant Fire Chief to perform the functions and duties specified in the policies, rules, regulations, and standard operating guidelines of Missoula Rural Fire District and in the laws and administrative rules of the State of Montana and to perform other lawful and proper duties and functions as the Board shall from time to time assign.

Section 2. Term

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject to the provisions set forth in Section 4, paragraphs A and B, of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign his position at any time, subject only to the provisions set forth in Section 4.

C. Employee agrees to remain in the exclusive employ of the District through and including December 25, 2021 the termination date, and neither to accept other employment nor become employed by any other employer until after the termination date, unless the termination date is affected as hereinafter provided.

The term "employed" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed during Employee's time off.

D. In the event either party fails to give the other party written notice of the party's intent not to extend the employment relationship under this Agreement at least 90 days prior to the termination date, this Agreement shall be extended on the same terms and conditions as herein provided, for an additional two years term.

Section 3. Suspension

The District may suspend Employee with or without full pay and benefits at any time during the term of this Agreement, but only under the following circumstances:

- (1) A majority of the Board and Employee agree, or
- (2) After a public hearing, a majority of the Board votes to suspend Employee for just cause. In this case, the Board must give Employee written notice setting forth any charges against Employee at least ten calendar days prior to the public hearing.

Section 4. Termination

A. In the event the District at any time during the term of this Agreement reduces Employee's salary or other financial benefits in a greater percentage than it implements in an across-the-board reduction of the same for all its other employees, or in the event the District refuses, within 30 calendar days following receipt of written notice to comply with any other salary or benefit provision of this Agreement, or if Employee resigns following the Board's suggestion, whether formal or informal, that he resign, then, in that event, Employee may, deem himself "terminated" for purposes of the above Termination provision on

the following respective dates: (1) the date of the first pay day following the reduction in salary or financial benefit, (2) the 31st calendar day after written notice is given to comply with a salary or benefit provision of this Agreement, or (3) the date Employee resigns. Employee may also be terminated by the District upon a showing of cause. Employee shall have the right to a review of the termination by the Board of Trustees. Its decision, after hearing, shall be final.

B. In the event Employee voluntarily resigns his position with the District before expiration of the term of this Agreement unless the parties otherwise agree, Employee shall give the District two weeks advance written notice.

Section 5. Compensation and Benefits

The District agrees to pay Employee an annual base salary for services rendered to the District under this Agreement. (See addendum to Administrative Employment Contract). The base salary is payable in installments at the same time as other employees are paid. In addition, the District agrees to do as follows:

(a) Provide Employee a clothing allowance of \$650 per year.

(b) Provide Employee longevity pay calculated at the rate of one percent of the base pay of \$1,100.00 per year of service per month.

(c) The District agrees to a one (1) year contract, December 13, 2020 through December 25, 2021.

Performance Evaluation

A. The Fire Chief shall annually review and evaluate

Employee's performance.

B. Twice annually, the Fire Chief and Employee shall define the goals and performance objectives which they determine necessary for proper operation of the District and attainment of the Board policy objectives. The District and Employee shall further establish a relative priority among those various goals and objectives and shall reduce the prioritized goals and objectives to writing. The goals and objectives shall generally be attainable within both the time limitations specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the District and Employee mutually agree to abide by the provisions of applicable law.

Section 7. Hours of Work

The District recognizes that Employee is on call 24 hours per day and seven days per week. As a salaried employee, Employee must devote a great deal of time outside normal office hours to the District's purposes. Compensatory time will accrue at a rate of time and one-half and will be allowed for time worked in excess of 40 hours per week, except when Employee is called to serve in emergencies or in response to fire or rescue missions, in which case such time will accrue at a rate of straight time compensatory time (1 hour worked = 1 hour comp), and will not count as "time worked" for the purpose of accruing additional compensatory time at a rate of time and one-half.

On any incident or project when the District direct bills and

receives compensation for Employee's time from outside agencies, Employee will be allowed to collect overtime compensation at the rate of one and one-half times his regular pay.

Employee may schedule time off at his convenience. Employee shall advise the Fire Chief or Office Manager of his scheduled time off. Employee may not accumulate, at any time, more than 120 hours of compensatory time.

Section 8. Automobile

Because of the nature of Employee's duties, he is required to have a District automobile at his disposal. The automobile is to be used for official business, except that Employee may use the vehicle for personal use incidental to official use. Examples of such use may be "picking up" groceries on the way to or from work or "dropping off" children at school. Use of this nature is considered within the scope of authority given Employee as non-substantive deviations from duty. Recognizing that abuses could easily occur, the parties hereto believe that the benefits of this provision for the District far out-weigh the potential detriment. Accordingly, the District will evaluate any citizen complaints on a case-by-case basis.

Section 9. Vacation, Sick, and Military Leave

A. Employee shall accrue and have credited to his personal account vacation and sick leave credits at the same rate as other general employees of the District.

B. Employee shall be entitled to military reserve leave time pursuant to state law and District policy.

C. An employee who terminates his employment is entitled to a lump sum payment equal to 25% (twenty-five percent) of the pay attributed to the accumulated sick leave. An employee, who completes twenty years (20) of service with the District and submits notice one calendar year prior to his retirement, is entitled to a lump sum payment of 75% (seventy five percent) of the pay attributed to sick leave. The Board of Trustees may waive the one-year notice requirement. An employee who leaves the service of the District because of disability is entitled to 100% (one hundred percent) of the pay attributed to sick leave. The pay shall be computed on the basis of the employee's salary at the time he terminates his employment, retires from the District, or leaves with disability. An employee of the District who received a lump sum payment and who is again employed by the District shall not be credited with any leave for which he has been previously compensated.

Section 10. Disability, Health, and Life Insurance

A. The District agrees to provide hospitalization, surgical, and comprehensive medical insurance, dental insurance, disability insurance, and optical insurance for Employee and his dependents and to pay the premiums thereon equal to that which is provided all other District employees, or in the event no such plans exist, to provide the foregoing described insurance for Employee.

B. Employee, at the District's discretion, agrees to submit once per calendar year to a complete physical examination by a

qualified physician allowed by the District, which shall pay the cost of the examination and shall receive a copy of all medical reports related to the examination.

Section 11. Retirement

The District agrees to execute all necessary agreements provided by the Firefighter's Unified Retirement System. In addition to the salary the District pays Employee, the District agrees to pay an amount equal to 14.36 percent of Employee's gross salary into FURS on Employee's behalf.

Employee's retirement will also be funded in an amount equal to 7.65 percent of Employee's total wage to be paid by the District into a qualified tax-deferred retirement program.

Section 12. Indemnification

The District shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Assistant Fire Chief. The District will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 13. Bonding

The District shall bear the full cost of any fidelity or other bond required of Employee under any law or ordinance.

Section 14. Other Terms and Conditions of Employment

A. The District, in consultation with the Fire Chief, shall fix any such other terms and conditions of employment as it may

determine from time to time, relating to Employee's performance, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, District policies, rules, regulations, or standard operating guidelines, or any law.

B. All provisions of District policies, regulations, and rules relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as those provisions now exist or hereafter may be amended, also shall apply to Employee as they would to other District employees.

Section 15. No Reduction in Benefits

The District shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Employee, except at the same percentage as it implements in an across-the-board reduction of the same for all District employees.

Section 16. Notices

Notices given pursuant to this Agreement shall be given by depositing the written notice in the custody of the United States Postal Service, Certified mail, first class postage prepaid, return receipt requested, and addressed as follows:

- (a) District: MRFD Board of Trustees, Chairman
Missoula Rural Fire District
2521 South Avenue West
Missoula, MT 59804
- (b) Employee: Paul Finlay
PO Box 345
Florence, MT 59833

Alternatively, notices required pursuant to this Agreement may be personally served upon the other party by a commercial delivery service. Notice is deemed given as of the date of personal service of the written notice or as of the date of depositing such written notice with the United States Postal Service as hereinbefore described.

Section 17. General Provisions

A. This Agreement shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of Employee's heirs at law and executors of Employee.

C. This Agreement shall become effective commencing the 13th day of December 2020.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be used solely for the purpose of contract between the named parties. It shall not be binding upon the District as precedent for the named Employee or others employed by the District.

Section 18. Base Wage Schedule

Effective December 13, 2020 through December 25, 2021. Annual Base Wage increase will be 3.75% per year.

December 13, 2020-December 25, 2021 \$123,217.95 (Annually)

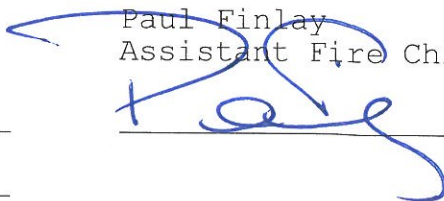
IN WITNESS hereof, Missoula Rural Fire District has caused this Agreement to be signed and executed on its behalf by its Board, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first written above.

Employer:

Employee:

Missoula Rural Fire District
Board of Trustees

Paul Finlay
Assistant Fire Chief



EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of December 2020, by and between Missoula Rural Fire District, a Rural Fire District pursuant to § 7-33-2105, M.C.A., hereinafter called ("the District" or "the Board"), and Brent Christopherson, hereinafter called "Employee", both of whom understand as follows:

W I T N E S S E T H:

WHEREAS, the District desires to employ the services of Employee as Assistant Fire Chief of Missoula Rural Fire District, as provided by § 7-33-2105, M.C.A.; and

WHEREAS, it is the desire of the District, to provide certain benefits, establish certain conditions of employment, and set working conditions of Employee; and

WHEREAS, it also is the desire of the District to do as follows: (1) secure and retain the services of Employee and provide inducement for him to remain in such employment, (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and (4) provide a just means for terminating Employee's services at such time as he may be unable to satisfactorily discharge his duties or when the District may otherwise desire to terminate his employment; and

WHEREAS, Employee desires to accept employment as Assistant Fire Chief of Missoula Rural Fire District.

NOW, THEREFORE, in consideration of the mutual covenants

herein contained, the parties agree as follows:

Section 1. Duties

The District hereby agrees to employ Employee as Assistant Fire Chief to perform the functions and duties specified in the policies, rules, regulations, and standard operating guidelines of Missoula Rural Fire District and in the laws and administrative rules of the State of Montana and to perform other lawful and proper duties and functions as the Board shall from time to time assign.

Section 2. Term

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject to the provisions set forth in Section 4, paragraphs A and B, of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign his position at any time, subject only to the provisions set forth in Section 4.

C. Employee agrees to remain in the exclusive employ of the District through and including December 12, 2021 the termination date, and neither to accept other employment nor become employed by any other employer until after the termination date, unless the termination date is affected as hereinafter provided.

The term "employed" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed during Employee's time off.

D. In the event either party fails to give the other party written notice of the party's intent not to extend the employment relationship under this Agreement at least 90 days prior to the termination date, this Agreement shall be extended on the same terms and conditions as herein provided, for an additional two-year term.

Section 3. Suspension

The District may suspend Employee with or without full pay and benefits at any time during the term of this Agreement, but only under the following circumstances:

- (1) A majority of the Board and Employee agree, or
- (2) After a public hearing, a majority of the Board votes to suspend Employee for just cause. In this case, the Board must give Employee written notice setting forth any charges against Employee at least ten calendar days prior to the public hearing.

Section 4. Termination

A. In the event the District at any time during the term of this Agreement reduces Employee's salary or other financial benefits in a greater percentage than it implements in an across-the-board reduction of the same for all its other employees, or in the event the District refuses, within 30 calendar days following receipt of written notice to comply with any other salary or benefit provision of this Agreement, or if Employee resigns following the Board's suggestion, whether formal or informal, that he resign, then, in that event, Employee may, deem himself "terminated" for purposes of the above Termination provision on

the following respective dates: (1) the date of the first pay day following the reduction in salary or financial benefit, (2) the 31st calendar day after written notice is given to comply with a salary or benefit provision of this Agreement, or (3) the date Employee resigns. Employee may also be terminated by the District upon a showing of cause. Employee shall have the right to a review of the termination by the Board of Trustees. Its decision, after hearing, shall be final.

B. In the event Employee voluntarily resigns his position with the District before expiration of the term of this Agreement unless the parties otherwise agree, Employee shall give the District two weeks advance written notice.

Section 5. Compensation and Benefits

The District agrees to pay Employee an annual base salary for services rendered to the District under this Agreement. (See addendum to Administrative Employment Contract). The base salary is payable in installments at the same time as other employees are paid. In addition, the District agrees to do as follows:

(a) Provide Employee a clothing allowance of \$650 per year.

(b) Provide Employee longevity pay calculated at the rate of one percent of the base pay of \$1,100.00 per year of service per month.

(c) The District agrees to a one (1) year contract, December 13, 2020 through December 25, 2021.

Performance Evaluation

A. The Fire Chief shall annually review and evaluate

Employee's performance.

B. Twice annually, the Fire Chief and Employee shall define the goals and performance objectives which they determine necessary for proper operation of the District and attainment of the Board policy objectives. The District and Employee shall further establish a relative priority among those various goals and objectives and shall reduce the prioritized goals and objectives to writing. The goals and objectives shall generally be attainable within both the time limitations specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the District and Employee mutually agree to abide by the provisions of applicable law.

Section 7. Hours of Work

The District recognizes that Employee is on call 24 hours per day and seven days per week. As a salaried employee, Employee must devote a great deal of time outside normal office hours to the District's purposes. Compensatory time will accrue at a rate of time and one-half and will be allowed for time worked in excess of 40 hours per week, except when Employee is called to serve in emergencies or in response to fire or rescue missions, in which case such time will accrue at a rate of straight time compensatory time (1 hour worked = 1 hour comp), and will not count as "time worked" for the purpose of accruing additional compensatory time at a rate of time and one-half.

On any incident or project when the District direct bills and

receives compensation for Employee's time from outside agencies, Employee will be allowed to collect overtime compensation at the rate of one and one-half times his regular pay.

Employee may schedule time off at his convenience. Employee shall advise the Fire Chief or Office Manager of his scheduled time off. Employee may not accumulate, at any time, more than 120 hours of compensatory time.

Section 8. Automobile

Because of the nature of Employee's duties, he is required to have a District automobile at his disposal. The automobile is to be used for official business, except that Employee may use the vehicle for personal use incidental to official use. Examples of such use may be "picking up" groceries on the way to or from work or "dropping off" children at school. Use of this nature is considered within the scope of authority given Employee as non-substantive deviations from duty. Recognizing that abuses could easily occur, the parties hereto believe that the benefits of this provision for the District far out-weigh the potential detriment. Accordingly, the District will evaluate any citizen complaints on a case-by-case basis.

Section 9. Vacation, Sick, and Military Leave

A. Employee shall accrue and have credited to his personal account vacation and sick leave credits at the same rate as other general employees of the District.

B. Employee shall be entitled to military reserve leave time pursuant to state law and District policy.

C. An employee who terminates his employment is entitled to a lump sum payment equal to 25% (twenty-five percent) of the pay attributed to the accumulated sick leave. An employee, who completes twenty years (20) of service with the District and submits notice one calendar year prior to his retirement, is entitled to a lump sum payment of 75% (seventy five percent) of the pay attributed to sick leave. The Board of Trustees may waive the one-year notice requirement. An employee who leaves the service of the District because of disability is entitled to 100% (one hundred percent) of the pay attributed to sick leave. The pay shall be computed on the basis of the employee's salary at the time he terminates his employment, retires from the District, or leaves with disability. An employee of the District who received a lump sum payment and who is again employed by the District shall not be credited with any leave for which he has been previously compensated.

Section 10. Disability, Health, and Life Insurance

A. The District agrees to provide hospitalization, surgical, and comprehensive medical insurance, dental insurance, disability insurance, and optical insurance for Employee and his dependents and to pay the premiums thereon equal to that which is provided all other District employees, or in the event no such plans exist, to provide the foregoing described insurance for Employee.

B. Employee, at the District's discretion, agrees to submit once per calendar year to a complete physical examination by a

qualified physician allowed by the District, which shall pay the cost of the examination and shall receive a copy of all medical reports related to the examination.

Section 11. Retirement

The District agrees to execute all necessary agreements provided by the Montana State Public Employees Retirement System. In addition to the salary the District pays Employee, the District agrees to pay an amount equal to 8.67 percent of Employee's gross salary into PERS on Employee's behalf.

Employee's retirement will also be funded in an amount equal to 6 percent of Employee's base wage plus 7.65 percent of Employee's total wage, to be paid by the District into a qualified tax-deferred retirement program.

Section 12. Indemnification

The District shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Assistant Fire Chief. The District will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 13. Bonding

The District shall bear the full cost of any fidelity or other bond required of Employee under any law or ordinance.

Section 14. Other Terms and Conditions of Employment

A. The District, in consultation with the Fire Chief, shall

fix any such other terms and conditions of employment as it may determine from time to time, relating to Employee's performance, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, District policies, rules, regulations, or standard operating guidelines, or any law.

B. All provisions of District policies, regulations, and rules relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as those provisions now exist or hereafter may be amended, also shall apply to Employee as they would to other District employees.

Section 15. No Reduction in Benefits

The District shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Employee, except at the same percentage as it implements in an across-the-board reduction of the same for all District employees.

Section 16. Notices

Notices given pursuant to this Agreement shall be given by depositing the written notice in the custody of the United States Postal Service, Certified mail, first class postage prepaid, return receipt requested, and addressed as follows:

- (a) District: MRFD Board of Trustees, Chairman
Missoula Rural Fire District
2521 South Avenue West
Missoula, MT 59804
- (b) Employee: Brent Christopherson
10990 Hannah Court Apt#203
Lolo, MT 59847

Alternatively, notices required pursuant to this Agreement may be personally served upon the other party by a commercial delivery service. Notice is deemed given as of the date of personal service of the written notice or as of the date of depositing such written notice with the United States Postal Service as hereinbefore described.

Section 17. General Provisions

A. This Agreement shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of Employee's heirs at law and executors of Employee.

C. This Agreement shall become effective commencing the 13th day of December 2020.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be used solely for the purpose of contract between the named parties. It shall not be binding upon the District as precedent for the named Employee or others employed by the District.

Section 18. Base Wage Schedule

Effective December 13, 2020 through December 25, 2021. Annual Base Wage increase will be 3.75% per year.

December 13, 2020-December 25, 2021 \$123,217.95 (Annually)

IN WITNESS hereof, Missoula Rural Fire District has caused this Agreement to be signed and executed on its behalf by its Board, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first written above.

Employer:

Employee:

Missoula Rural Fire District
Board of Trustees

Brent Christopherson
Assistant Fire Chief

