

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 Joe Ford, 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 IT Manager of Missoula Rural Fire District; 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 IT Manager 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 IT Manager 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. 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.

C. 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 boards suggestion, whet his 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. 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. The base salary is payable in installments at the same time as other employees are paid. Employee will be on probation for one year from date of hire. In addition, the District agrees to do as follows:

(a) Provide Employee a clothing allowance of \$300 per year.

(b) Provide Employee longevity pay calculated at the rate of one and three fourth percent (1.75%) 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.

Section 6. Performance Evaluation

A. Twice annually, the Fire Chief and/or the Fire Chief's designee shall annually review and evaluate Employee's performance, once prior to December 1 and once prior to June 1.

B. Twice annually, the Fire Chief and/or Fire Chief's designee 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. They 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

Employee shall be required to work Monday through Friday of each week, normally 8:00 a.m. to 5:00 p.m., not to exceed 80 hours in a 14-day period. On call availability, outside of normal work hours, will be required.

Compensatory time or overtime will accrue at a rate of time and one-half and will be allowed for time worked in excess of 40 hours per week.

Employee shall notify and receive the Fire Chief's approval prior to taking any time off from work and prior to working any time in excess of 40 hours in a single work week.

Section 8. 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 9. Disability, Health, and Life Insurance

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.

Section 10. 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 the MPERA Employer Contribution Rate for PERS on Employee's behalf.

The District agrees to execute all necessary agreements

provided by the Social Security Administration.

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

Section 11. 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 IT Manager. The District will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 12. Bonding

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

Section 13. 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, the District the District policies, rules, regulations, 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 14. 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 15. 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: Joe Ford
300 Mount Avenue
Missoula, MT 59801

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 16. 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 this employed by the District.

Section 17. Base Wage Schedule

Effective December 13, 2020 through December 25, 2021. Annual Base Wage increase will be 4.5% per year.

December 13, 2020-December 25, 2021 \$50,116.89(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:

Joe Ford
IT Manager



Aug 27, 2020

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 Melissa Schnee, 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 Office Manager/Human Resource Specialist of Missoula Rural Fire District; 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 her 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 she may be unable to satisfactorily discharge her duties or when the District may otherwise desire to terminate her employment; and

WHEREAS, Employee desires to accept employment as Office Manager 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 Office Manager/Human Resource Specialist 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. 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.

C. 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 boards suggestion, whether formal or informal, that she resign, then, in that event, Employee may deem herself "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 provisions 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 her 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 Section 17. Base Wage Schedule). 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 \$300 per year.

(b) Provide Employee longevity pay calculated at the rate of one and three fourth percent (1.75%) 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.

Section 6. 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. They 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

Employee shall be required to work Monday through Friday of each week, normally 8:00 a.m. to 5:00 p.m., not to exceed 80 hours in a 14-day period.

Compensatory time or overtime will accrue at a rate of time and one-half and will be allowed for time worked in excess of 40 hours per week.

Employee shall notify and receive the Fire Chief's approval prior to taking any time off from work and prior to working any time in excess of 40 hours in a single work week.

Section 8. Vacation, Sick and Military Leave

A. Employee shall accrue and have credited to her 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 9. 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 her 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 which shall receive a copy of all medical reports related to the examination.

Section 10. 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 the MPERA Employer Contribution Rate for PERS on Employee's behalf.

The District agrees to execute all necessary agreements provided by the Social Security Administration.

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

Section 11. 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 Society for Human Resource Management, and such other national, regional, state, and local governmental groups and committees thereof on which Employee serves as a member.

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 Office Manager. 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, the District policies, rules, regulations, 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: Melissa Schnee
4022 South Ave West #72
Missoula, MT 59804

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 6% per year.

December 13, 2020-December 25, 2021 \$70,335.88 (Annually)

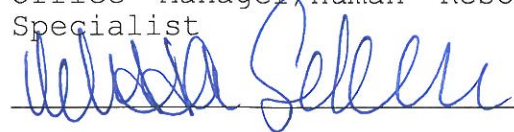
IN WITNESS hereof, Missoula Rural Fire District has caused this Agreement to be signed and executed on its behalf by its Board, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first written above.

Employer:

Missoula Rural Fire District
Board of Trustees

Employee:

Melissa Schnee
Office Manager/Human Resource
Specialist



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 Heidi Sather, 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 Administrative Assistant of Missoula Rural Fire District; 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 her 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 she may be unable to satisfactorily discharge her duties or when the District may otherwise desire to terminate her employment; and

WHEREAS, Employee desires to accept employment as Administrative Assistant 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 Administrative Assistant 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. The term "employed" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed during Employee's time off.

C. 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 boards suggestion, whether formal or informal, that she resign, then, in that event, Employee may deem herself "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. Its decision, after hearing, shall be final.

B. In the event Employee voluntarily resigns her 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 Section 17. Base Wage Schedule). The base salary is payable in installments at the same time as other employees are paid. Employee will be on probation for one year from date of hire. In addition, the District agrees to do as follows:

(a) Provide Employee a clothing allowance of \$300 per year.

(b) Provide Employee longevity pay calculated at the rate of one and three fourth percent (1.75%) 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.

Section 6. Performance Evaluation

A. Twice annually, the Fire Chief and/or the Office Manager shall annually review and evaluate Employee's performance, once prior to December 1 and once prior to June 1.

B. Twice annually, the Fire Chief and/or Office Manager 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. They 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

Employee shall be required to work Monday through Friday of each week, normally 8:00 a.m. to 5:00 p.m., not to exceed 80 hours in a 14-day period.

Compensatory time or overtime will accrue at a rate of time and one-half and will be allowed for time worked in excess of 40 hours per week.

Employee shall notify and receive the Office Manager's approval prior to taking any time off from work and prior to working any time in excess of 40 hours in a single work week.

Employee shall receive a minimum of 2 hours of overtime or compensatory time when the Employee works during a Board of Trustee Meetings scheduled outside of the Employee's normal hours of work.

Section 8. Vacation, Sick and Military Leave

A. Employee shall accrue and have credited to her 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 9. 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 her 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 which shall receive a copy of all medical reports related to the examination.

Section 10. 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 the MPERA Employer Contribution Rate for PERS on Employee's behalf.

The District agrees to execute all necessary agreements provided by the Social Security Administration.

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

Section 11. 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 Administrative Assistant. The District will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 12. Bonding

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

Section 13. 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, the District, the District policies, rules, regulations, 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.

C. The Employee, at their discretion, may choose to engage in additional employment outside of the District, provided that there is no conflict of interest with the performance of the Employee's duties as an Administrative Assistant for the Missoula Rural Fire District. Also, any additional employment obligations would not take place during the Hours of Work as stipulated in Section 7 of this given Employment Agreement.

Section 14. 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 15. 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: Heidi Sather
5272 Excalibur Way
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 16. 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 17. 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 \$49,537.97 (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:

Heidi Sather
Administrative Assistant

Heidi Sather