

**EMPLOYMENT CONTRACT
BETWEEN**

**EAST FORK FIRE PROTECTION DISTRICT
AND**

_____, **DEPUTY FIRE CHIEF OF OPERATIONS (EMPLOYEE)**

Note: The Contract is applicable to the following positions within the District:

Deputy Fire Chief or Operations
Deputy Fire Chief of Prevention/Fire Marshal
Deputy Fire Chief of Training and Safety

WHEREAS, the East Fork Fire Protection District (“District”) is a political subdivision of the State of Nevada and, pursuant to Nevada Revised Statutes 474.010 – 474.450, has delegated to its District Fire Chief (“Chief”) the power to hire and fix the terms of employment of a Deputy Fire Chief of Operations; and,

WHEREAS, Employee has the experience, education, training, ethics and desire to serve the Deputy Fire Chief of Operations for the District; and

WHEREAS, it is the desire of the Chief to retain the services of Employee as the Deputy Fire Chief of Operations and provide the proper and legal inducement for him/her to remain in such employment and provide, if necessary, a just means of terminating Employee 's services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, set forth herein, the parties agree as follows:

1. **Duties:** The Chief agrees to employ Employee to serve as the Deputy Fire Chief of Operations and to perform the functions and duties of the Deputy Fire Chief of Operations for the District as set forth by law and District policy and as further specified in the Deputy Fire Chief of Operations Job Description, as is more fully set forth in Exhibit A, attached hereto and incorporated herein by reference, and to perform all other legally permissible and properly assigned duties and functions as determined by the Chief. Employee accepts same and agrees that he/she shall be an exempt employee within the meaning of the Fair Labor Standards Act (FLSA)

2. **Term:** This Contract is effective on _____ (the “Effective Date”), and shall continue until terminated by either Employee or the District in accordance with the provisions of section 4 herein, with payment as set out in the wage scale document attached hereto and incorporated herein by reference as Exhibit B. This Contract supersedes and replaces all previous agreements with Employee. Upon mutual agreement, this Contract may be extended or modified. Any such extension or modification shall be in writing and signed by both parties hereto.

3. **Conditions of Employment:**

A. Employee agrees to remain in the exclusive full-time employ of the District during the term of this Contract and will not accept other employment by any other entity until the date upon which this Contract is terminated, unless said termination date is changed as hereinafter provided. Any part-time employment of by Employee other than by the District shall be approved in advance by the Chief and as outlined in District Policy 602.17, Outside Employment.

B. The term “employment” as used in subsection 3(A) shall not be construed to include occasional teaching, writing, or consulting performed on Employee’s time off.

C. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Chief to terminate services of Employee at any time, subject only to the provisions set forth in section 4 of this Contract.

D. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his/her position with the District, subject only to the provision set forth in section 4 (C) of this Contract.

E. The Chief may suspend Employee with full pay and benefits at any time during the term of this Contract pending investigation or other proceedings pursuant to disciplinary action or cause (as described in section 4 (F) of this Contract.

4. Termination and Severance Pay:

A. Upon initial appointment to the District, Employee shall serve a probationary period equal to twenty-six (26) bi-weekly payroll periods of full-time service. During this probationary period, Employee may be dismissed without cause and shall be considered “at will”.

B. After successfully completing the initial probationary period as identified in 4(A), at any time during the term of this Contract, the District Chief may, with just cause, terminate the Contract by providing sixty (60) days written notice to Employee. Notice shall be given in accordance with Section 5 below.

C. A any time during the term of this Contract, Employee may terminate this Contract by providing sixty (60) days written notice to the District. Notice shall be given in accordance with section 5 below.

D. Unless terminated for cause as described in paragraph 4(F) below, if Employee is terminated by the Chief during the term of this Contract and at least twelve (12) months after the Effective Date, after the Chief has given notice in accordance with paragraph 4(B) above, and if at the time notice is given Employee is willing and able to perform his/her duties under this Contract, the District agrees to pay Employee a lump-sum, cash severance payment equal to three (3) months of salary of the then-current annual base salary of Employee. If Employee is terminated while on probation in accordance with section 4 (A), Employee is ineligible and shall not receive a severance payment.

E. Severance pay as set forth in section 4(D) shall be in addition to payments for accrued, unused annual leave or sick leave and other benefits that may be payable to other unrepresented management employees of the District with service credit equal to that of Employee. The deputy chief is an unrepresented management employee.

F. For purposes of this Contract, for the term “just cause” means conduct which constitutes a crime, except for misdemeanor traffic citations, or conduct which constitutes a knowing and willful violation of a law governing the conduct of public officers or employees or constitutes a gross misdemeanor or felony. In a misdemeanor criminal case, cause shall be established upon a conviction. In the event Employee has been arrested or summoned into court, cause shall be established once the employee either waives his or her preliminary hearing or a preliminary hearing is held and the employee is bound over for trial; is indicted by a grand jury or makes his or her first appearance in district court. Just cause also arises from a willful and repeated failure by Employee to comply with the District policies and procedures; perform the tasks identified in the current job description for the employee; or follow the explicit direction of the Chief. In such event, the Chief shall give written notice to Employee of his or her decision to terminate Employee for cause and the effective date of the termination shall

be at the discretion of the Chief and in accordance with section 5 below. If Employee is terminated for cause, he or she shall not be entitled to severance pay.

G. Employee may request a hearing before the District Board at which Employee may appeal a decision by the Chief to terminate this Agreement for just cause. Employee shall give notice of his or her intent to appeal within five business days of the date of the decision being appealed in the manner set forth in section 5. The appeal shall be placed on the next agenda of the Board after Employee gives notice of his or her intent to appeal. The Board may hear the appeal in closed session in accordance with NRS 241.030(1). At the hearing, Employee and the Chief may present evidence supporting their respective positions. Upon hearing the evidence, the Board may, in its absolute discretion, uphold, reverse or modify the decision of the Chief. The decision the Board shall be final and Employee and the District shall be bound by the decision.

H. In the event Employee voluntarily resigns his or her position with the District, then Employee shall give the Chief notice in accordance with section 4(C). The parties may subsequently agree to a different notice period. If Employee voluntarily resigns, Employee shall receive his or her current salary during the notice period and the District is not obligated to pay severance pay to Employee.

5. **Notices:** When required by this Contract, notice shall be in writing and shall be by personal service to the Chief, or to Employee, or via mail at the addresses set forth below.

District: East Fork Fire Protection District – Board President
1694 County Road
Minden, Nevada 89434

Employee: Name
Address
City, State, Zip Code

6. **Compensation, Benefits and Awards:**

A. The District agrees to pay Employee for his or her services rendered pursuant hereto an annual salary as set out in Exhibit B, hereto for the applicable period plus any adjustments as provided for in paragraph 6(B) below or as may be determined by the Chief and within his or her limits of authority as set by the Board of Directors and the annual budget. The annual salary is payable in installments in the same manner as other exempt employees of the District and in accordance with District Policy 605.2.

B. The annual salary of Employee shall be that set forth in the District's Non-Represented Pay Plan, Exhibit B, at a Step _____, for the position of Deputy Fire Chief of Operations.

C. Employee will receive Health Insurance Benefits as defined in District Policy 607.1 Employee Life and Health Insurance.

D. Employee will receive Retirement Health Reimbursement Arrangement (RHRA) contributions as defined in District Policy 607.7.

E. Employee will accrue and maintain vacation time in accordance with District Policy 606.2, Annual Leave, and will be eligible, upon annual approval, to participate in the District's Annual Leave Buy Back Program as defined in District Policy 606.3.

F. Employee will accrue and maintain sick time in accordance with District Policy 606.4 Sick Leave and will be eligible, upon annual approval, to participate in the District's Annual Sick Leave Buy Back Program as defined in District Policy 606.5.

G. Employee shall participate in the Public Employees Retirement System (PERS) of the State of Nevada within the rules of that system and Nevada Revised Statutes. The District shall pay 100% of the PERS contribution. Contribution changes will be addressed according to District Policy 605.4

H. Employee will be eligible for additional compensation under conditions that are defined in District Policy 605.16, Reimbursement for Exempt Employees.

I. Employee shall be entitled to twelve (12) paid eight (8) hour Holidays per year pursuant to NRS 236.015, and any additional holidays created by amendment to NRS 236.015.

J. The District will provide a vehicle and any related expenses for use by Employee for travel related to his/her job duties, on-call rotations and emergency response. The vehicle shall be used in accordance with District policies and special directives as may be applicable.

K. Employee will be granted five (5) administrative leave days annually for use at the employee's discretion. Administrative leave days are not eligible for rollover and are forfeited upon Employee separation.

L. Employee will have the option of receiving a District owned cell phone at no expense or elect to receive a monthly Cell Phone/Data stipend of \$115.

M. Employee will be eligible for consideration for achievement awards in accordance with the Employee Achievement Award policy 605.17.

N. The District shall provide an annual uniform allowance of \$1,400 towards the purchase of all uniforms necessary, to include at a minimum Class A and Class B uniforms as specified by the District.

7. Performance Evaluation and Goal Setting

A. The Chief, with input from Employee, shall establish priorities and expectations for Employee in each year of this Contract. The Chief's establishment of priorities and expectations for Employee shall coincide with Employee's annual evaluation as provided in paragraph 7B). The priorities and expectations shall be in writing and may be added to or subtracted from at the discretion of the Chief, after consultation with Employee. Unless the priorities and expectations are both objective and explicit, the failure to meet such priorities and expectations shall not be considered in establishing just cause for termination.

B. Each year prior to or as close as possible to the anniversary of the Effective Date, the Chief will review and evaluate Employee's performance. The Employee shall be given notice as set forth in section 5 at least thirty (30) days prior to the date of his or her annual evaluation. The evaluation shall be based on the goals and expectations developed as provided in section 7(A), as well as Employee's overall performance over the course of the evaluation period.

8. Professional Development:

A. The District shall budget and pay for reasonable travel and subsistence expenses of Employee for travel to meetings and conferences that will assist Employee to continue his or her professional development and

to adequately pursue other functions of the District, including, but not limited to, meetings of any national, regional, state and local government groups and committees thereof on which Employee serves as a member, not to exceed the amount budgeted each year in the appropriate District accounts.

B. The District shall budget and pay for the travel and subsistence expenses of Employee for courses, seminars and training that are necessary for his or her professional development and for the good of District. The approval in advance of the President of the Board of Directors is required for any course or seminar that is longer than five (5) working days and/or costs in excess of \$2,500.00.

C. The District shall budget and pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional development, community participation, growth, and advancement, and for the good of the District.

9. General Provisions:

A. This Contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by both parties.

B. If any provision of this Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar as possible and in effect as the invalidated or unenforceable provision. The remaining portion of the Contract not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Contract.

C. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Contract be construed as a continuing waiver of other breaches of the same or other provisions of this Contract.

D. If Employee dies while owed compensation by the District, the District agrees that such compensation, to include wages, payment for accrued vacation leave, and payment for sick leave cash out shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

E. This Agreement shall become effective on _____.

IN WITNESS WHEREOF, the East Fork Fire Protection District has caused this Employment Contract for Employee to be signed and executed.

EMPLOYEE: **EAST FORK FIRE PROTECTION DISTRICT:**

Employee Name

District Fire Chief

ATTEST:

Holly Megee, Clerk to the Board

ATTACHED:

EXHIBIT A – Deputy Fire Chief Job Description

EXHIBIT B - Non-Represented Employee Pay Plan