

**EMPLOYMENT CONTRACT
BETWEEN
EAST FORK SWIMMING POOL DISTRICT ("EFSPD")
AND
SHANNON HARRIS ("Director")**

WHEREAS, EFSPD is a political subdivision of the State of Nevada and, pursuant to Nevada Revised Statutes 318.180 and 318.185, has the power to hire and fix the terms of employment of a Swim Center Director; and

WHEREAS, Harris has the experience, education, training, ethics and desire to serve as a Swim Center Director (hereinafter Director) for EFSPD; and

WHEREAS, it is the desire of EFSPD to retain the services of Harris as the Director and provide the proper and legal inducement for her to remain in such employment and provide, if necessary, a just means of terminating her services.

NOW, THISEFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. **Duties:** EFSPD agrees to employ Harris to serve as Director of the East Fork Swimming Pool District and to perform the functions and duties of a Director for the EFSPD as set forth by law and policy and as further specified in the Work Performance Standards, 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 EFSPD.

DIRECTOR accepts same and agrees that she shall be an exempt employee within the meaning of the Fair Labor Standards Act.

2. **Term:** Subject to the termination provisions contained in paragraph 4 herein, the term of this Contract is open-ended and effective retroactive to April 5, 2015, and shall continue until terminated by either DIRECTOR or EFSPD pursuant to 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, whether written or oral, with DIRECTOR. 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. DIRECTOR agrees to remain in the exclusive full-time employ of EFSPD during the term of this Contract and not accept other employment by any other entity until said termination date, unless said termination date is effected as hereinafter provided. Any part-time employment by DIRECTOR shall be pre-approved in advance by the Chairman of the Board of Trustees and in their sole discretion.

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

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

D. EFSPD may suspend DIRECTOR with full pay and benefits at any time during the term of this Contract pending investigation or other proceedings pursuant to disciplinary action.

4. Termination and Severance Pay:

A. At any time during the term of this Contract, EFSPD may, without cause, terminate the Contract by providing ten (10) days written notice to DIRECTOR. Notice shall be in accord with section 5 below.

B. At any time during the term of this Contract, DIRECTOR may terminate this Contract by providing sixty (60) days written notice to EFSPD. Notice shall be in accord with section 5 below.

C. Unless terminated for cause as described in paragraph F below, if DIRECTOR is terminated by EFSPD during the term of this Contract, after EFSPD has given notice in accord with paragraph A above, and during such time DIRECTOR is willing and able to perform her duties under this Contract, EFSPD agrees to pay DIRECTOR a lump sum cash severance payment equal to six (6) months of aggregate salary of the then current annual base salary of DIRECTOR and pay the health insurance costs for the Director for six months or, at the discretion of the Director, an amount equal to what the insurance payments would total.

D. Severance pay shall be in addition to any other payments for unused annual leave or other benefits that may be payable to other exempt management employees of EFSPD.

F. For purposes of this Agreement, termination for cause is defined as 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 Directors or for any gross misdemeanor or felony. In a misdemeanor criminal case, cause shall be established upon a conviction. A driving under the influence conviction shall be considered as a crime and not a traffic citation.

In a more serious case involving a gross misdemeanor or felony in which the Director had been arrested or summoned into court, the Board of Trustees may suspend the Director without pay. Cause for termination shall be established once the Director either waives their preliminary hearing or a preliminary hearing is held and the Director is bound over for trial; is indicted by a grand jury or makes their first appearance in district court. In such event, EFSPD shall give written notice of its desire to terminate DIRECTOR for cause and the effective date of the

termination shall be five (5) calendar days after notice is given in accordance with section 5 below. If DIRECTOR is terminated for cause, they shall not be entitled to severance pay. Cause may also arise from a willful and continuous failure by DIRECTOR to follow the explicit directions of the EFSPD Board of Trustees, or any other act which by its nature brings discredit to the EFSPD.

G. In the event DIRECTOR voluntarily resigns their position with EFSPD, then DIRECTOR shall give EFSPD notice in accordance with paragraph B above. The parties may subsequently agree to a different notice period. DIRECTOR shall receive their current salary during the notice period and EFSPD is not obligated to pay severance pay to DIRECTOR.

5. **Notices:** When required by this Contract, notice shall be in writing and shall be by personal service to the Chairman of the Board of Trustees for the EFSPD, or to DIRECTOR, or by personal service via mail.

EFSPD: Chairman, East Fork Swimming Pool District
1600 Hwy 88
Minden, NV 89423

DIRECTOR: Shannon Harris
1425 Sally Lane
Gardnerville, NV 89460

6. **Compensation and Benefits:**

- A. EFSPD agrees to pay DIRECTOR for her services rendered pursuant hereto an annual base salary of \$75,000. The annual base salary is payable in the same manner as other employees of EFSPD.
- B. The annual salary of DIRECTOR may be adjusted annually as determined by the board of Trustees after completing the yearly evaluation of Director.
- C. The Director shall receive three weeks of annual leave for year one of this Contract, and four weeks per year thereafter. The Director shall receive advance approval from the Chairman for annual leave usage in excess of five working days.
- D. The Director shall receive sick leave at the same rate as that of regular employees of the District.
- E. EFSPD agrees to pay contributions to the Nevada Public Employees Retirement System (PERS) on behalf of DIRECTOR during their employment with EFSPD as is consistent with other employees of EFSPD. Any PERS increases must be shared equally between EFSPD and DIRECTOR pursuant to law.

F. During the term of this agreement, DIRECTOR shall be entitled to receive from EFSPD such health, dental, vision, disability, life, accidental death and dismemberment and retirement benefits as the EFSPD provides to other employees. DIRECTOR shall be responsible for such co-pays and premium contributions as are required to be paid by other EFSPD employees.

7. Performance Evaluation:

A. EFSPD, with input from DIRECTOR, shall adopt goals and expectations for DIRECTOR in each year of this Contract. EFSPD's adoption of priorities and expectations for DIRECTOR shall coincide with DIRECTOR's annual evaluation as provided in paragraph B below. The priorities and expectations may be added to or deleted as EFSPD may determine, after consultation with DIRECTOR.

B. Each year prior to or as near as possible to the anniversary date of DIRECTOR's hiring, EFSPD will review and evaluate DIRECTOR's performance. DIRECTOR shall contact the Chairman of the board of Trustees of EFSPD at least thirty (30) days prior to their anniversary date in order to schedule DIRECTOR's annual evaluation. The evaluation shall be based on the goals and expectations developed as provided in paragraph "A" above as well as DIRECTOR's conformance with their established Work Performance Standards as set forth in Exhibit A.

8. General Provisions:

A. This Employment Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Contract shall be resolved by binding arbitration, with an arbiter selected from a list maintained by the Nevada Supreme Court of senior district court judges, with each party paying one-half of the costs and each paying their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract. EFSPD shall select the arbiter if both parties cannot mutually agree to one.

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

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


D. This Contract shall become effective retroactive to April 5, 2015.

IN WITNESS THISEOF, the East Fork Swimming Pool District Board of Trustees has caused this Employment Contract for Shannon Harris to be signed and executed.

Director:


Shannon Harris

East Fork Swimming Pool District


Chairman, EFSPD