



San Simon Fire District

Post Office Box 244
2249 W. Firehouse Lane
San Simon, AZ 85632
520-845-2439



Proudly Serving the Community Since 1966

ADMINISTRATIVE ASSISTANT/BOOKKEEPER EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into by and between the San Simon Fire District of Cochise County ("District") Fire Chief, Lucas Reynolds (1st party), and Mary Sparkman ("Employee") (collectively referred to as "Parties").

The Employee acknowledges and agrees that Employee's appointment to the position of Administrative Assistant/Bookkeeper is at-will and that Employee serves at the pleasure of the Fire Chief. The Parties agree that Employee's employment with the District may be suspended or terminated by the Fire Chief at any time, before, during, or after the term of this Agreement, and; with or without cause, as provided in this Agreement. The Parties further agree that Employee may end his or her employment with the District for any reason and at any time subject to the notice requirements set forth below.

It is hereby agreed by the parties hereto that this contract includes the following:

- 1) The term of this Agreement is from June 10, 2021 until Employee's employment is terminated by either Party.
- 2) Employee's work schedule shall consist of 4 days a week. This is a part-time position. Employee will work a five (5) hour day of 9:00 a.m. until 2:00 p.m. with the following schedule:

The first Thursday of the month will be given off so that the Employee can work commodities. After that, the schedule will be Monday through Thursday and then Tuesday through Friday alternating weeks (Employee will need to work the Friday's that the Fire Chief may take off, so this may vary). This is also subject to change if something comes up that needs to be taken care of or if the Employee has an emergency or has an appointment scheduled for something that can't be changed.

Employee is expected to attend all District Board Meeting unless Employee is ill or there is an emergency that needs to be taken care of. This time is considered on the clock so therefore, flex time may be granted for the employee to leave early on the days of the meetings or another day that is being worked.

- 3) Employee shall faithfully, diligently and to the best of Employee's abilities, perform all of the duties of the Administrative Assistant as established by and in conformance with Arizona law, District rules and regulations and the attached job description. Employee will perform these

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duties in accordance with the policy direction of the Board and Fire Chief. Employee will also perform any additional duties which are assigned by the Board and which are legally permissible and proper duties. At all times during the term of this Agreement, Employee shall be directly responsible to and report to the Fire Chief.

- 4) Employee agrees that Employee has a duty of loyalty to the District and shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention and best effort exclusively to the District's business and affairs. Employee shall not engage, without the express prior written consent of the Fire Chief, in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, that may cause a conflict of interest with the District or that might otherwise interfere with the business or operations of the District or the satisfactory performance of Employee's duties.
- 5) Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under Arizona law. Employee shall comply fully with the reporting and disclosure obligations under any regulations, resolution, or policy regarding an actual or potential conflict of interest.
- 6) In the performance of assigned duties, Employee is expected to conduct herself in a manner that is appropriate for the position of the Administrative Assistant/Bookkeeper and which complies with all applicable District policies and procedures, including the District's Equal Employment Opportunity and Substance Abuse policies.
- 7) The pay rate starts at \$13.00 per hour and can increase if the performance warrants it. Employee shall be paid on the District's normal paydays and in accordance with the District's normal pay practices and shall be subject to customary withholding for taxes and other required or authorized deductions.
- 8) A performance evaluation will be done each year in December.
- 9) The only holidays that the administrative assistant will get is if the holiday falls on a day that she is supposed to work (this is rare).
- 10) Employee is entitled to PTO time as follows: For every 30 hours worked, Mary Sparkman will receive an hour of PTO time. PTO can be used for vacation and sick leave.
- 11) Employee is entitled to bereavement days for immediate family (brother-in-law, sister or nieces and nephews) of one (1) week and one (1) day if outside immediate family.
- 12) Employee is entitled to Workers' Compensation.
- 13) Employee may terminate employment with the District at any time and for any reason upon at least fourteen (14) days advance written notice to the Fire Chief. If Employee terminates employment with the District, the District shall not pay, and Employee is not entitled to receive, any severance payment.
- 14) Employee is an at-will employee serving at the pleasure of the Fire Chief. The Fire Chief may terminate Employee's employment at any time, either with or without cause.

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- 15) Except as otherwise provided in this Agreement, if the Fire Chief terminates Employee's employment during the term of this Agreement, then Employee is eligible to receive a severance payment from the District in an amount equal to two (2) weeks of pay in a lump sum cash payment plus any accrued PTO. Employee's eligibility for any severance payment is expressly conditioned upon Employee's execution of: (1) a waiver and release of any and all of claims against the District and its Board Members, employees, and agents, and (2) a covenant not to sue the District or its Board members, employees, and agents. If Employee elects not to sign the waiver or the covenant not to sue, Employee will not be eligible to receive any severance payment.
- 16) If the Fire Chief terminates Employee's employment for "cause", Employee shall not be eligible to receive any severance payment set forth above. "Cause" is defined as any of the following:
- a) A conviction, plea bargain, judgement or adverse determination against Employee by any court, the Attorney General's Office, a grand jury, or any other state or federal agency and which involves any felony, intentional tort, crime of moral turpitude or violation of any statute or law constituting misconduct in office, misuse of public funds or conflict of interest.
 - b) Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;
 - c) Employee's willful abandonment of duties;
 - d) A pattern of repeated, willful and intentional failure by Employee to carry out a significant and legally-constituted policy decision of the Board, or a persistent and willful violation by Employee of properly established rules and procedures;
 - e) Any act of dishonesty or fraud by Employee; or
 - f) Any other action or inaction by Employee that materially and substantially harms the District's interest.
- 17) The Fire Chief recognizes that Employee may incur certain expense of a business-related nature. Unless stated otherwise in this Agreement, the Fire Chief and District agrees to reimburse or to pay such reasonable business-related expenses which are incurred and submitted according to the District's normal expense reimbursement procedures or such other procedure as may be designated by the Board. To be eligible for reimbursement, all expenses must be supported by documentation meeting the District's normal requirements, submitted within time limits (90 days) established by the Board and approved by a Quorum of the Board. All reimbursements are approved at monthly Board meetings. Mileage will be reimbursed at the current rate as determined by the state travel regulations. A Travel/Expense form needs to be filled out to present to the District Board.
- 18) The Fire Chief and District shall defend, hold 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 negligent act or omission occurring in the performance of Employee's duties. In its sole discretion, the District may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom.

19) Any notices to be given hereunder by either party to the other shall be in writing and be transmitted by personal delivery or by mail, postage prepaid, address as follows:

To the District:
Board Chair
San Simon Fire District
PO Box 244
San Simon, AZ 85632

To Employee:
Mary Sparkman
Address on File with the District

Notices delivered personally shall be deemed communicated as of the date of actual receipt and should be signed by Employee. Notices delivered by mail shall be deemed communicated as of the date of the postmark.

This Agreement constitutes the entire agreement between the Parties and contains all agreements between them with respect to the subject matter thereof. It also supersedes any and all other agreement or contracts, either oral or written, between the Parties with respect to the subject matter hereof.

This Agreement may be amended at any time by mutual agreement of the Fire Chief and the Employee. Any amendments must be in writing and signed by both Parties.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement or portion thereof, shall be deemed severable, and shall remain in full force and effect. The Parties shall discuss what, if any, amendments to make to this agreement if any portion of it is held unconstitutional, invalid or unenforceable by a court of law.

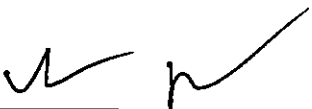
This Agreement shall be governed and enforced according to the law of the State of Arizona.

This agreement shall be effective commencing June 10th, 2021.


IN WITNESS WHEREOF, and by signing below, the Parties agree to the terms and conditions of this Agreement.

San Simon Fire District

Employee



Fire Chief



Mary Sparkman

9-20-21

Date

9/14/2021

Date