

## **EMPLOYMENT AGREEMENT**

### **Clerk to the Board of Directors**

This Employment Agreement (Agreement), between the Sierra Valley Groundwater Management District Board of Directors, hereinafter referred to as the "District"; and Jennifer Gant, hereinafter referred to as the "Employee" (collectively, the "Parties") is effective as of January 1, 2020.

The District desires to obtain Board Clerk services from Employee. This Agreement shall be in effect until terminated by the District. As Clerk to the Board of Directors (Board Clerk), the Employee is required to perform the following services as needed and undertake the following responsibilities in a professional manner.

### **POSITION AND DUTIES**

In addition to the listed services, the Employee will undertake other duties required of a Clerk to the Board of Directors as may be needed by the District. It is expected that the Employee will, acting independently, identify tasks/duties that need to be carried out as Board Clerk subject to the authorization of the Board of Directors as appropriate. Employee shall not supervise any employee or independent contractor of the District.

The duties listed are not intended to be exhaustive or exclusive:

- (a) Checking and examining documents, accounts, forms, claims etc. for accuracy and consistency.
- (b) Typing correspondence, forms, minutes, letters, resolutions etc. as directed
- (c) Filing of documentation.
- (d) Acting as the first point of contact.
- (e) Dealing with queries.
- (f) Opening, distribution and sending of post, emails etc.
- (g) Arranging meetings.
- (h) Maintaining up to date records and inputting data.
- (i) Preparing materials for Board meetings and press releases, maintaining files and researching past Board actions.
- (j) Recording Board actions, preparing and distributing approved agendas, resolutions, ordinances, and preparing and disseminating minutes of all meetings.
- (k) Maintaining financial records and claims of District payments and deposits.
- (l) Keeping inventory of office supplies and ordering supplies as needed. Ordering resource materials, office supplies, etc. under the general direction of the Board.
- (m) Communicating and working cooperatively with the SVGMD Chairman.
- (n) Assisting the Board of Directors.

The Employee accepts and agrees to such responsibilities and shall also perform such other duties as are customarily performed by similarly situated Board Clerk and other duties as assigned. Employee shall report to the Chair-person of the Board of Directors of District.

### **COMPENSATION**

The position of Board Clerk is a part-time unbenefited position and Employee shall not devote in excess of 40 hours per month to said duties. District shall pay Employee a monthly compensation of \$850.00 and shall reimburse mileage driven on the District's behalf at the then existing IRS rate. Should Employee be required, after approval of the Board Chair, to work in excess of 40 hours in any month, Employee shall be compensated at the hourly rate of \$22.00 per hour.

The District shall be responsible for withholding federal, state and local taxes derived from the Employee's net income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Employee.

The Agreement will be reviewed annually by the Board of Directors and any adjustments in compensation, contingent on adequate funding, must be authorized by the Board and will become effective each succeeding January.

All reasonable expenses arising out of the Employee's work shall be reimbursed assuming the charges have been authorized prior to being incurred and with the provision of appropriate receipts.

The District reserves the right to amend or vary the terms and conditions of the Agreement from time to time. The Employee will be given not less than 60 days written notice of any significant changes to the terms and conditions of the Agreement. Should the District determine that there are not sufficient funds to continue employment of a Board Clerk under the terms of this Agreement, then the Board of Directors may modify or terminate this Agreement on that ground and Employee agrees that such condition of the District constitutes good cause to terminate or modify the employment relationship.

**ENTIRE AGREEMENT**

Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

IN WITNESS WHEREOF the District has caused this agreement to be executed by its duly authorized officers and the Employee has set her hand as of the date first above written. SIGNED, SEALED AND DELIVERED in the presence of:

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[Signature of District Chairman]

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Jennifer Gant

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[Signature of Employee]

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