



Office of the Water Engineer

PO Box 37, Ronan, MT 59864 | contact@frwmb.gov | (406) 201-2532

To: James Frakes **DRAFT**
[contact information]

Date: December 10, 2024

From: Ethan Mace, Water Engineer
Water Engineer for the
Flathead Reservation Water Management Board
(406) 201-2532; emace@frwmb.gov

Topic: Offer of Employment and Contractual Terms: Hydrologist

Dear James,

On behalf of the Flathead Reservation Water Management Board (FRWMB) and the Office of the Water Engineer (OE), upon your conclusion as a full-time FRWMB employee, I offer you employment with the FRWMB on a part-time contract basis. Should you choose to accept, your title will be Hydrologist I, with an emphasis in the Water Right Information System (WRIS), water right processing, and water right hydrology.

FRWMB and OE resources, work policies, and other essential aspects needed to achieve the workload demands of your position shall apply and be available to your position. The terms of your contract are as follows:

1. **Contract Term:** This contract appointment is expected to last one year, from January 01, 2025 to December 31st, 2025. The contract has the option for extension through mutual agreement of the FRWMB or OE and employee.
2. **Compensation:** Your compensation will be \$40.00 per hour, to be tracked at ¼ hour increments, for an amount not to exceed \$32,000 (800 hours) total during this one-year period. There may be opportunities to exceed this budgeted amount; to do so requires mutual agreement of the FRWMB or OE and employee, to be formalized through written authorization of the Water Engineer.
 - a. This hourly compensation reflects pay boosts and benefit offsets:
 - i. Pay boost #1: advanced experience with the WRIS;

- ii. Pay boost #2: water right office operations and application processing; and
 - iii. Pay boost #3: technical water right hydrology.
 - b. Your contract does not include benefits such as:
 - i. Paid holidays;
 - ii. Paid annual and sick leave time off;
 - iii. Cell Phone Reimbursements;
 - iv. Retirement benefits; and
 - v. Health benefits.
- 3. **Hours:** The position is expected to be on average 10-15 hours per week but is on a flex-schedule that allows up to 20 hours per week to be worked.
- 4. **Duty Station:** Work is expected to be conducted remotely, barring exceptions for in-person (not to occur after March of 2025) and live webinar presence when required.
- 5. **Exempt Position:** Your position is classified as FLSA exempt; any work exceeding 40 hours per week must be conducted according to the FRWMB and OE Personnel Policies & Procedures and must be approved in advance.
- 6. **Resources Assigned:** The following resources will be made available to you; their use handling must adhere to the FRWMB and OE Personnel Policies & Procedures:
 - a. FRWMB email to conduct all FRWMB communications;
 - b. Access to the FRWMB share drive to store all FRWMB digital work;;
 - c. Access to OE software tokens and passwords: and
 - d. OE laptop computer and one mouse/keyboard combo.
- 7. **Resources Provided by Employee:** The following resources must be made available by you:
 - a. Reliable internet and associated infrastructure needed for remote work;
 - b. Home workstation free from distraction, with appropriate office furnishings, that offers secure storage and use of OE computer equipment;
 - c. Computer accessories needed such as monitors;

- d. Reliable transportation when in-person attendance is needed; and
 - e. Working cell phone that can be used for essential OE security apps.
8. **Schedule:** The position is expected to be available for certain online meetings and to provide a couple of office training courses in Ronan to be coordinated between the Water Engineer and the Employee. Beyond these restraints, there is no additional standard work schedule for this job; hours to be worked need to be arranged on a case-by-case scenario based on your availability and OE need and should be communicated on FRWMB's email and documented on OE timesheets. The majority of remote work is expected to be conducted between 7:00 AM and 6:00 PM, Monday through Thursday – exceptions as needed.
 9. **Timesheet and Payroll:** You will submit your standard timesheet for hours worked within each pay period, submitting the timesheet no later than Monday 8:00 AM following the end of any pay period in which hours were worked. There is no need to submit zero count pay periods for periods in which no hours were worked.
 10. **Mileage:** Mileage for FRWMB business can be requested as needed to be approved by the Water Engineer; when approved, mileage reimbursements will track the IRS mileage reimbursement rates. When working in-person in Ronan, mileages will be provided from Missoula to Ronan and back.
 11. **Expectations for Contract Termination:** We recognize that you retain the option, as does the FRWMB, of ending your employment at any time. We ask the courtesy of notice of at least two weeks, if not longer, should you decide to leave employment with the FRWMB or otherwise find yourself unable to continue working for FRWMB; the FRWMB reciprocally agrees to the same. As such, your employment with the FRWMB is at will, and neither this letter nor any other oral or written representations may be considered an obligation beyond these terms.
 12. **Resources Returned:** Upon leaving employment with the FRWMB, you must return all FRWMB resources and property in your possession. This may include paying return shipping services.
 13. **Acceptance of FRWMB and OE Policies:** Acceptance of this contract will include adherence to FRWMB and OE policies that pertain to your employment. Those policies will be provided, some of those policies are still being developed for approval and will be provided once approved.

Should you have any questions, please do not hesitate to contact me at (406) 201-2532

Sincerely,

Ethan Mace, FRWMB Water Engineer

Date

I accept the offer and terms of part-time contract employment as an FRWMB Water Right Specialist III as set forth above.

James Frakes

Date