

## **EL DORADO IRRIGATION DISTRICT EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made effective as of July 21, 2025 (“Effective Date”), by and between the El Dorado Irrigation District, a public agency organized and operating under the California Irrigation District Law (“District”), and Penny Buchman (“Employee”), to set forth the terms and conditions of Employee’s employment as the District’s Director of Finance.

### **1. Appointment and Status**

District hereby appoints Employee and Employee agrees to serve as the District’s Director of Finance. Employee’s status shall be that of an "at-will" employee, serving at the pleasure of the District’s General Manager. Nothing in this Agreement shall be interpreted to provide Employee with any property right or expectation of continued employment beyond what is expressly stated herein.

### **2. Term**

This Agreement shall commence on the Effective Date and shall continue in effect until terminated by either party pursuant to Section 6.

### **3. Duties**

- (a) Under the direction of the District’s General Manager, Employee shall perform all lawful acts necessary or advisable to fulfill the duties set forth in the Class Specification annexed hereto as Exhibit A. Employee affirms that they are qualified and physically able to perform the duties therein.
- (b) Employee shall perform all duties diligently, ethically, and professionally, and work the hours necessary to fulfill their responsibilities, without entitlement to overtime.
- (c) Employee shall refrain from any activity constituting a conflict of interest or incompatibility of office under California law. Employee must disclose and seek written approval from the General Manager prior to engaging in any outside employment or compensated activities.

### **4. Compensation**

- (a) Employee shall be paid an annual salary of \$194,111.88, prorated and paid bi-weekly in accordance with District practice. In accordance with Government Code §§ 3511.1 and 3511.2, and except as set forth herein, the salary shall increase each January to account for the cost of living by the same percentage as calculated using the California Consumer Price Index for All Urban Consumers and/or Urban Wage Earners and Clerical Workers as determined by the California Department of Industrial Relations. The annual cost-of-living increase shall not exceed any cost-of-living increase provided by the Board to any other District employee group. The General Manager may further adjust Employee’s salary based on performance reviews, market comparisons, or internal equity.
- (b) Except as set forth herein, Employee shall receive the Executive Management personnel benefits described in Exhibit B, including paid time off, healthcare, retirement, automobile

allowance, and expense reimbursement. Additionally, the District will credit Employee with the full 80 hours of executive leave on the Effective Date.

#### **5. Performance Evaluations**

The General Manager shall review Employee's performance at least annually. The review shall be based on mutually agreed-upon performance objectives set at the start of each evaluation period.

#### **6. Termination**

- (a) Employee may terminate this Agreement upon thirty (30) calendar days' written notice.
- (b) The General Manager may terminate this Agreement without cause upon written notice. The General Manager may place Employee on paid administrative leave pending investigations or to protect District operations.
- (c) The General Manager may terminate this Agreement immediately for good cause, including but not limited to misconduct, misfeasance, conflict of interest, willful refusal to perform duties under this agreement or lawful directives of the General Manager or Board of Directors, or conviction of a felony or crime of moral turpitude.
- (d) This Agreement shall terminate upon Employee's death or legal incapacity.

#### **7. Severance**

- (a) If terminated under Sections 6(a), 6(c), or 6(d), Employee or their heirs shall receive all earned salary and accrued leave through the termination date.
- (b) If terminated under Section 6(b), Employee shall receive the compensation in 7(a) then due and owing, plus a lump-sum severance payment equal to six (6) months of Employee's then-current annual salary.
- (c) In accordance with Government Code § 53243.4, if Employee is convicted of a crime involving abuse of office, they shall reimburse the District for any severance or settlement payments received.

#### **8. Leaves of Absence**

Employee may take leave of absence only with prior approval from the General Manager. Unpaid leave shall comply with the terms of the District's Employee Handbook.

#### **9. Indemnification and Defense**

The District shall indemnify and defend Employee to the extent required or permitted under California law for actions arising out of the scope of their employment.

#### **10. At-Will Employment**

Employee understands this Agreement does not guarantee employment for any specific duration. Employee waives any claim to continued employment or a due process hearing, except where required by law.

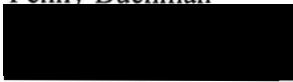
**11. Personnel Rules**

Unless otherwise stated, Employee is subject to the District's personnel rules and Employee Handbook. In case of conflict, this Agreement controls.

**12. General Terms**

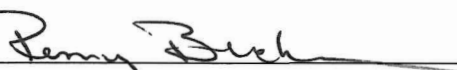
(a) Notices shall be in writing and delivered personally or via U.S. mail:

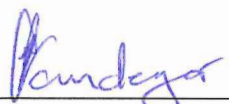
District:  
General Manager  
El Dorado Irrigation District  
2890 Mosquito Rd.  
Placerville, CA 95667

Employee:  
Penny Buchman  


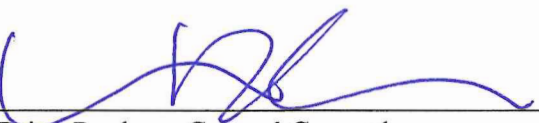
- (b) This Agreement is the entire agreement and supersedes all prior understandings. It may only be modified in writing.
- (c) Each party has had the opportunity to consult with counsel. This Agreement shall be construed according to its plain meaning.
- (d) If any part of this Agreement is found invalid, the remainder shall remain in effect.
- (e) Disputes shall first be submitted to mediation. If unresolved, any legal action shall be brought in El Dorado County Superior Court.
- (f) This Agreement shall be governed by California law.

IN WITNESS WHEREOF, the parties have executed this Agreement in Placerville, California.

By:   
Penny Buchman, Director of Finance

By:   
Pravani Vandeyar, General Manager

Approved as to form:

By:   
Brian Poulsen, General Counsel

**EL DORADO IRRIGATION DISTRICT**  
**Class Specification**

EXHIBIT "A"

**CLASS TITLE: Director of Finance**

**DEFINITION**

Under administrative direction, the Director of Finance plans, organizes, directs and reviews the activities and operations of the Finance Department including cost accounting, debt management and administration, risk management, annual budgeting, capital budgeting, multi-year financial planning, revenue forecasting, fiscal analysis, general accounting, revenue collection, payroll, financial reporting, Customer and Development Services to include meter services and utility billing, and Fleet Maintenance to include the repair and maintenance of District vehicles and heavy equipment; coordinates assigned activities with other departments and outside agencies; and provides highly responsible and complex administrative support to the General Manager.

**DISTINGUISHING CHARACTERISTICS**

This is a single-position executive management classification. The Director of Finance duties are administrative/managerial and highly complex in nature, involving highly technical functions. The incumbent has broad management authority for the day-to-day operations of the Finance Department, as well as functional authority/responsibility for overseeing financial affairs, internal controls, financial systems, meter service, utility billing, and fleet and heavy equipment maintenance services. This is an at-will position under contract with the General Manager.

**SUPERVISION RECEIVED AND EXERCISED**

Policy direction is provided by the General Manager. Responsibilities include broad management authority over a large and diverse group of management, supervisory, professional, technical, and support positions whose incumbents perform the full range of finance, customer and development services and fleet maintenance related activities.

**EXAMPLES OF ESSENTIAL DUTIES:** *the duties specified below are representative of the range of duties assigned to this class and are not intended to be an inclusive list.*

Develops, plans and implements Department goals and objectives; recommends and administers policies and procedures.

Coordinates Department activities with those of other departments and outside agencies and organizations; provides staff assistance to the General Manager and Board of Directors; prepares and presents staff reports and other necessary correspondence.

Directs, oversees and participates in the development of the Department's work plan; assigns work activities, projects and programs; monitors work flow; reviews and evaluates work products, methods and procedures.

## **CLASS TITLE: Director of Finance**

Supervises and participates in the development and administration of the District and Finance Department budget; directs the forecast of additional funds needed for staffing, equipment, materials and supplies; monitors and approves expenditures; implements mid-year adjustments.

Selects, trains, motivates and evaluates personnel; provides or coordinates staff training; conducts performance evaluations; implements discipline procedures; maintains discipline and high standards necessary for the efficient and professional operation of the Department.

Audits and exercises budgetary control over payment of bills, invoices, payroll, and all other vouchers for payment; serves as District Treasurer.

Assists in the development and implementation of the District's Capital Improvement Program; monitors and recommends grants, bonds and other financing sources.

Prepares financial statements and reports for presentation to the Board of Directors reflecting the financial standing of the District and develops preliminary and final estimates of District expenditures and revenues.

Maintains supporting records of financial transactions and provides for the custody, handling and safekeeping of cash.

Manages project and program consultant contracts; identifies alternative funding sources and coordinates grant and loan applications; secures funding, monitors and reconciles funds, and tracks results and expenditures for compliance with Department policies and goals.

Represents the Department to outside groups and organizations; participates in outside community and professional groups and committees; provides technical assistance as necessary.

Researches and prepares technical and administrative reports and studies; prepares written correspondence as necessary.

Builds and maintains positive working relationships with co-workers, other District employees and the public using principles of good customer service.

Performs related duties as assigned.

## **QUALIFICATIONS**

### Knowledge of:

Principles and practices of accounting, budgeting, record keeping work, public administration, financial statements and analysis. Principles and practices of budget preparation and control procedures. Principles and practices of leadership, motivation, team building and conflict resolution. Pertinent local, State and Federal laws, rules and regulations. Organizational and management practices as applied to the analysis and evaluation of programs. Principles and practices of organization, administration and personnel management. Principles and techniques of project management.

## **CLASS TITLE: Director of Finance**

### Skill/Ability to:

Plan, direct and control the administration and operations of the Finance Department. Effectively apply sound administrative and economic judgment in the solution of complex and difficult programs. Perform difficult and responsible professional accounting work. Prepare and present financial statements and analysis. Prepare and administer department and District budgets. Develop and implement department policies and procedures. Supervise, train and evaluate assigned personnel. Gain cooperation through discussion and persuasion. Pass a screening process to become bonded. Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals. Interpret and apply District and department policies, procedures, rules and regulations. Communicate clearly and concisely, both orally and in writing. Establish and maintain effective working relationships with those contacted in the course of work. On a continuous basis, analyze budget and technical reports; interpret and evaluate staff reports; know laws, regulations and codes; observe performance and evaluate staff; problem solve department related issues; remember various personnel rules; and explain and interpret policy. On a continuous basis, sit at desk and in meetings for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone; write or use keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.

### Experience and/or Education:

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

#### Experience:

Eight years of supervisory or higher-level experience that involved the administration of a comprehensive finance program; including three years in a management capacity.

#### Education:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in accounting, finance, business or public administration, or a related field.

#### Substitutions:

Master's degree in one of the above educational fields may substitute for one year of the required supervisory (not management) experience.

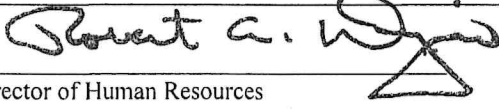
## **SPECIAL QUALIFICATIONS**

### License and Certificate:

Possession of, or ability to obtain, a valid California driver's license at the time of appointment. Individuals who do not meet this requirement due to physical disability will be reviewed on a case-by-case basis.

Licensure as a Certified Public Accountant is desirable.

**CLASS TITLE: Director of Finance**

	<u>5/26/10</u>
Director of Human Resources	Date
Established: 08/18/2009	
Revised: 05/26/2010	
FLSA: Exempt	
Unit: Executive, Non-Safety	

**EXHIBIT "B"**  
**CURRENT AS OF JULY 2023**

- (1) Employee shall accrue paid time off ("PTO") and is subject to Maximum annual PTO Bank A carryover as designated for all District employees in the then-current Employee Handbook. Transfer of PTO from Bank A to Bank B, accrual in Bank B, and PTO A compensation at separation shall be as provided in the then-current Employee Handbook.
- (2) Employee shall receive annual paid holidays, and personal business day(s) as designated for all District employees in the then-current Employee Handbook.
- (3) Employee shall receive 80 hours of Executive Administrative Leave per year.
- (4) Employee shall be eligible for medical insurance benefits and vision, dental, and orthodontia benefits as provided in the then-current Employee Handbook.
- (5) Employee shall receive paid term life insurance equal to two times his/her annual salary.
- (6) Employee shall be eligible to participate in the Medical Reimbursement Program as provided in EID Administrative Regulation 4014.
- (7) Employee shall be eligible for an automobile allowance (currently \$500 monthly), which will be treated as taxable income for reporting purposes.
- (8) Employee shall receive CalPERS retirement benefits as provided in the then current Employee Handbook. District shall fully pay the District's share of the CalPERS retirement contribution. Employee shall pay the member contribution of 8%, 7%, or the then current PEPRAs employee contribution rate based on Employee's CalPERS membership tier/status.
- (9) District will match 100% of any employee contributions to a deferred compensation fund (457B), up to a maximum of two thousand dollars (\$2,000.00) per year.