

EL DORADO IRRIGATION DISTRICT EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made effective as of June 9, 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 Pravani Vandeyar ("Employee"), to set forth the terms and conditions of Employee's employment as the District's General Manager.

1. Appointment and Status

District hereby appoints Employee and Employee agrees to serve as the District's General Manager. Employee's status shall be that of an "at-will" employee, serving at the pleasure of the District's Board of Directors. 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 Board of Directors, 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 Board of Directors prior to engaging in any outside employment or compensated activities.

4. Compensation

- (a) Employee shall be paid an annual salary of \$294,532.04, 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 Board 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. Employee shall accrue paid time off at the rate of 296 hours per year. Additionally, the District will credit Employee with the full 80 hours of executive leave on the Effective Date.
- (c) The Board encourages Employee to attend and participate in County, community, business, professional, or similar organizations. Likewise, Employee may incur expenses associated with professional certifications and continuing education. Accordingly, and subject to the District's Employee Expense and Reimbursement Policy in Administrative Regulation 3052, the District shall pay or reimburse reasonable expenses necessarily incurred for such certifications, education, memberships, participation, and attendance, such as dues, fees, meals, and registrations.

5. Performance Evaluations

The Board of Directors 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 sixty (60) calendar days' written notice.
- (b) The Board of Directors may terminate this Agreement without cause upon written notice. The Board may place Employee on paid administrative leave pending investigations or to protect District operations.
- (c) The Board may terminate this Agreement immediately for good cause, including but not limited to misconduct, misfeasance, conflict of interest, willful refusal to perform duties, 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 as follows: If terminated within one year of the Effective Date, a severance equal to twelve (12) months of Employee's annual salary plus the cost equivalent of twelve (12) months medical/dental/vision benefits not to exceed the maximum allowable amount under Government Code §§ 53260-53264. If terminated after one year from the Effective Date, a severance 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 a leave of absence only with prior approval from the Board President or designee. 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

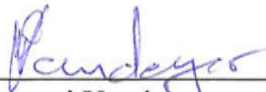
(a) Notices shall be in writing and delivered personally or via U.S. mail:

District:
Board President
El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667


Employee:
Pravani Vandeyar
[Redacted]
[Redacted]

- (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: 
Pravani Vandeyar
General Manager

Date: 06/09/2025

By: 
Pat Dwyer
Board President

Date: 6/9/2025

Approved as to form:

By: 
Brian Poulsen
General Counsel

Date: 6/9/25

EL DORADO IRRIGATION DISTRICT
Class Specification

CLASS TITLE: General Manager

DEFINITION

Under policy direction, the General Manager plans, organizes, directs and reviews the overall activities and operations of the District; advises and assists the Board of Directors; represents the District's interests at local, regional, State, and Federal levels; and coordinates activities with outside agencies and the community.

DISTINGUISHING CHARACTERISTICS

This is a single-position chief executive classification. The General Manager's duties are administrative/managerial and highly complex in nature, involving highly technical functions. The incumbent is responsible for representing the Board's policies and programs with employees, community organizations and the general public. This is an at-will position under contract with the Board of Directors.

SUPERVISION RECEIVED AND EXERCISED

Policy direction is provided by the Board of Directors. Responsibilities include management authority over a large and diverse group of management, supervisory, professional, technical, and support positions whose incumbents perform the full range of administrative and operations activities for the District.

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 District goals, and objectives; develops and administers policies and procedures.

Coordinates District activities between departments and with outside agencies and organizations; makes appropriate decisions or recommendations for Board of Directors consideration and adoption; provides assistance and advice to the Board of Directors; prepares and presents staff reports and other necessary correspondence.

Directs, oversees and participates in the development of District-wide work plans; assigns work activities, projects and programs; monitors work flow; reviews and evaluates work products, methods and procedures.

Directs the development and administration of the District's budget; directs the forecast of additional funds needed for staffing, equipment, materials and supplies; monitors and approves expenditures; implements mid-year adjustments.

Prepares and submits to the Board of Directors annual reports of financial, administrative, and operational activities; keeps the Board of Directors advised of financial conditions, program progress, regulatory issues, and the present and future needs of the District.

CLASS TITLE: General Manager

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.

Monitors and provides direction, as needed, for media and public relations; ensures the District's interests are represented with customers, stakeholders, governmental agencies, the financial community and the public.

Coordinates with General Counsel and outside counsel on legal issues affecting the District.

Represents the District 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 the Board of Directors, 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 modern and highly complex public utility administration, departments, operations, finance, organization, and related core services. Principles and practices of effective public relations and interrelationships with community groups, local, regional, State and Federal agencies, and the public. 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. Policy, regulatory, and compliance issues affecting the water industry. Principles and practices of budget preparation and administration.

Skill/Ability to:

Plan, direct and control the administration and operations of the District. Prepare and administer District budget. Develop and implement District policies and procedures. Supervise, train and evaluate assigned personnel. Gain cooperation through discussion and persuasion. Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals. Interpret and apply District, local, regional, State, Federal, and District policies, procedures, rules and regulations. Communicate clearly and concisely, both orally and in writing. Serve effectively as the administrative agent of the Board of Directors. 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

CLASS TITLE: General Manager

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 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:

Ten years of management experience directly involved in planning, organizing, implementing, and supervising a utility agency, such as a water or wastewater agency, preferably within the public sector.

Education:

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

Desirable:

A Master's degree from an accredited college or university in one of the above educational fields. A Master's degree may substitute for 1 year of 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.

 _____ Director of Human Resources	<u>01/31/2025</u> Date
Established: 08/18/2009 Revised: 05/26/2010, 01/31/2025 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.