

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made between Heber Public Utility District, (HPUD), a public entity, and Madeline Dessert, ("Dessert") an individual, for employment and service as General Manager of Heber Public Utility District.

1. **Term** - Employment shall commence July 1, 2025, or sooner, through December 31, 2028. Thereafter, the parties may mutually agree to extend or modify this agreement. Provided, however, that the duration of this term shall not prevent, limit, or otherwise interfere with the right of the HPUD to terminate the service of the General Manager as provided within this agreement. This agreement shall be automatically renewed for successive one year periods unless HPUD notifies Dessert, in writing, at least 60 days before the expiration of the initial term or any successor term, of the HPUD's intent not to renew this agreement. Nothing in this paragraph affects or modifies any right to severance pay upon termination.

2. **Duties** - Dessert will serve as General Manager of Heber Public Utility District, to fulfill all duties set forth by the Government Code and ordinance as well as such additional responsibilities delegated by HPUD.

3. **Hours** - Dessert will dedicate her entire productive time to the management of duties of HPUD. Office hours are not fixed. Evening meeting attendance is a job duty. Overtime is not paid in money or compensatory time. Dessert agrees to remain the exclusive employee of HPUD during the term of this agreement and shall neither accept other employment nor become employed by any other employer without the express written permission of HPUD.

4. **Holidays** - General Manager is entitled to the same holidays as all other HPUD staff.

5. **Personal Time Off** - Dessert shall be entitled to 300 hours of personal time off (PTO). PTO shall accrue at the rate of 11.538 hours per pay period, starting on the first day that Dessert commences employment. Unused PTO may be carried over to the next anniversary year with Board approval. However, at no time shall accrued PTO exceed twice the annual rate. General Manager shall be entitled to an annual PTO conversion up to 120 hours. 100% of accrued, unused PTO will be paid for at termination from service.

6. **Sick Time** - General Manager shall be entitled to 40 hours of sick time per calendar year. Sick Time shall accrue at the rate of 1.538 hours per pay period, starting on the first day that Dessert commences employment.

7. **Other Leave** - General Manager shall be entitled to attend jury duty and have military and bereavement leave as provided for other management staff.

8. **Insurance** - HPUD shall provide the same health, dental, vision and life insurance for the General Manager as provided for other management staff.

9. **Retirement** - Dessert shall be enrolled in the State of California Public Employees Retirement System. HPUD shall be responsible for the employer share, and seven percent (7%) of the employee share of the retirement contribution (which is eight percent (8%), of total salary.) Dessert shall be responsible for the remaining one percent (1%) of the employee share of the retirement contribution.

10. **Car Allowance** - In lieu of reimbursement for actual mileage and expenses incurred while Dessert is performing duties or business for HPUD in Imperial County, Dessert shall be entitled to the sum of Six Hundred Dollars (\$600.00), payable monthly. Dessert shall be responsible for providing all maintenance and other costs associated with the use of her personal vehicle, and will maintain limits of insurance acceptable to HPUD. The District shall, for the duration of this agreement, pay or reimburse reasonable travel and other expenses for attendance at conferences, meetings and other events provided such events take place outside of Imperial County.

11. **Cell Phone/Laptop** – HPUD will provide Dessert with cell phone and laptop at start of employment and for the duration of her duties under this agreement.

12. **Compensation** - HPUD agrees to conduct annual evaluations of Dessert **no later than December Board of Directors meeting**. It shall be Dessert's responsibility to place the item on the October Board of Directors meeting agenda.

Effective July 1, 2025, the General Managers Salary shall be One Hundred Twenty-Five Thousand Dollars payable according to the usual pay periods of HPUD.

Effective January 1, 2027, the General Managers salary shall be increased by 7% payable according to the usual pay periods of HPUD, or by such other amount in the discretion of the Board, so long as the General Manager has satisfactorily performed the duties of the position as determined by the Board of Directors written evaluation approved by a majority vote.

Effective January 1, 2028, the General Managers salary shall be increased by 7% payable according to the usual pay periods of HPUD, or by such other amount in the discretion of the Board, so long as the General Manager has satisfactorily performed the duties of the position as determined by the Board of Directors written evaluation approved by a majority vote.

13. **No Reduction of Benefits** - Employer shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Employer. The failure of the Board of Directors to perform an annual evaluation by the end of the calendar year shall be deemed a satisfactory evaluation.

14. **Professional Development** - Subject to budget conditions and prior authorization, HPUD agrees to pay for the professional dues and subscriptions of Dessert as

needed for her participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of HPUD. Subject to budget conditions and prior authorization, HPUD agrees to pay the travel and subsistence expense of Dessert for professional and official travel, meetings, and occasions adequate to continue the professional development of Dessert and to adequately pursue necessary official and other functions for HPUD.

15. **Education Reimbursement** – Upon prior authorization, District shall reimburse Dessert 75% of the actual cost of books and tuition for a master’s program of Desserts choice at an accredited public or private institutions, so long as such course directly pertains to Desserts present or future duties with HPUD. Dessert must receive a passing grade in such course. Should Dessert leave the employment of the District during those studies, she agrees to reimburse the District for any expenditures made in the calendar year of her departure. Any such reimbursement is capped at \$5,000.00 annually.

16. **Civic Club Membership** - Employer recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of such civic clubs or organizations, for which Employer shall pay annual membership dues related to not more than two such organizations. Fines and other contributions to the organization shall be at Employee's expense.

17. **Termination** - This is a professional position serving at the pleasure of the Board of Directors of HPUD, not subject to personnel rules. No specific grounds are necessary for termination of employment. Termination may occur as set forth below. EMPLOYEE shall not be removed during the 90-day period preceding or following any County election for membership of the Heber Public Utility District Board of Directors, or during the 90-day period following any change in membership of the Heber Public Utility District Board of Directors

18. **Termination Notice** - Termination may occur by HPUD giving Dessert written notice of termination ten (10) or more days before the termination date. Termination may occur by Dessert giving HPUD written notice of termination forty-five (45) days before the termination date. Dessert shall not be entitled to severance pay in this event.

19. **Post Termination Benefits** - If Dessert is terminated by the District without cause, Dessert shall be entitled to a severance package equivalent to six (6) months base salary at the time of termination. In addition, following termination without cause, Dessert shall continue receiving HPUD health, dental, and other group insurance benefits for six months following the effective date of termination or until the Dessert finds other employment, whichever occurs first. Dessert shall not be entitled to a severance package if terminated for cause.

20. **Termination - Misconduct in Office** - Immediate suspension or termination may occur upon the finding by a majority of the Board that Dessert has misappropriated public funds, violated public trust for the gain of herself or others, breached any fiduciary responsibility to HPUD, or committed misconduct in office which would amount to a crime,

provided, however, Dessert shall be given ten (10) days written notice setting forth such charges before termination occurs. In the event of such notice, and upon request of Dessert, HPUD shall meet with Dessert in closed session to inform her of the reasons for termination.

21. **Notices** - Notices pursuant to this contract shall be given by deposit in custody of the United States Postal Service, within the County of Imperial, postage prepaid, addressed as follows or as later designated:

HPUD: Heber Public Utility District
P.O. Box H
Heber, CA 92249

General Manager: Madeline Dessert
1208 Poplar Drive
El Centro CA, 92243

With a copy to: Steven M. Walker
Walker & Driskill, PLC
300 South Imperial Avenue
El Centro CA, 92243

Alternatively, notices required pursuant to this contract may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

22. **General Provisions** - The text herein shall constitute the entire agreement between the parties; provided however, State law and local ordinance shall govern if inconsistent with this agreement. If any provision, or any portion thereof, contained in this contract is held unconstitutional, invalid, or unenforceable, the remainder of this contract, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

23. **Entire Agreement** - This agreement contains the entire understanding between the parties with respect to the subject matter contained herein, and may only be altered or modified by a subsequent written agreement.

HEBER PUBLIC UTILITY DISTRICT

DATED: _____

By: _____
Helen Diaz Molina, President

DATED: _____

By: _____
Madeline Dessert