

CALLEGUAS MUNICIPAL WATER DISTRICT
GENERAL MANAGER EMPLOYMENT AGREEMENT

This Calleguas Municipal Water District General Manager Employment Agreement (“Agreement”) is entered into as of January 25, 2024, by and between the Calleguas Municipal Water District (“District”) and Kristine McCaffrey (“McCaffrey”).

RECITALS

1. WHEREAS, Calleguas desires to employ McCaffrey as its General Manager commencing January 25, 2024, and to have this Agreement Supersede any prior agreement(s) with McCaffrey, and McCaffrey desires to be so employed;
2. WHEREAS, the term of employment shall begin on the commencement date above and continue until terminated pursuant to the Termination section herein (paragraphs 14 – 18); and
3. WHEREAS, in consideration of the above recitals, and of the mutual promises and conditions set forth herein, it is agreed by and between the District and McCaffrey as follows.

DUTIES

4. The District shall employ McCaffrey as its General Manager.

5. McCaffrey shall devote her full working time and exercise her best efforts in the performance of her duties as described in this Agreement, as directed by:

- a. the District's Board of Directors ("Board");
- b. California Water Code Sections 71362 and 71363;
- c. the Calleguas Municipal Water District Administrative Code, as it currently exists and as it may be modified from time to time; and
- d. the Calleguas Municipal Water District General Manager Job Description, as it currently exists and as it may be modified from time to time.

6. McCaffrey shall have management responsibility for District personnel, operations and property. The Board will set policy and provide direction to McCaffrey, who then will be expected to direct staff in implementing, managing and monitoring that Board policy and direction. The Board will rely on McCaffrey to be accountable for organizational performance. She will have the administrative authority to implement the provisions of the Administrative Code and all other District policies established by the Board. In addition, she will be expected to manage all District public and governmental relations in furtherance of the policies established by the Board.

7. As the District's General Manager she will, as an ongoing practice, and as specifically requested by the Board, keep the Board informed and provide information and reports to the Board to support the Board's policy making responsibilities.

8. If the Board is in need of assistance, it is to contact McCaffrey (or, when appropriate, the General Counsel or Auditor). McCaffrey will ensure that staff or other resources are available to support the Board's needs and activities. The Board will not have any direct supervisory responsibilities of individual staff, except McCaffrey. McCaffrey will be responsible for meeting the requests of the Board.

9. The Board's review of McCaffrey's performance shall take place in August of each year. Before each annual review, McCaffrey shall submit to the Board for approval a report regarding her goals and objectives for the District for the ensuing year. Such report shall include the status of the accomplishment of her goals and objectives for the previous year. The Board shall provide McCaffrey with an evaluation of her performance and accomplishment of stated goals and objectives and adjust McCaffrey's compensation accordingly.

10. McCaffrey shall have no outside employment, except as expressly approved by the Board.

COMPENSATION

11. The District shall pay McCaffrey a total annual salary of \$396,750. McCaffrey shall be paid on a semi-monthly basis for the period of her employment consistent with the Calleguas payroll cycle in effect at the time of the payment. Such salary is subject to adjustment at any time by the Board.

12. The District shall make available to McCaffrey a vehicle for use in connection with her responsibilities as General Manager. Calleguas shall pay for all costs associated with such vehicle. McCaffrey shall operate the vehicle pursuant to the policies set forth in the Administrative Code.

13. Except as provide herein, all provisions of the Administrative Code as it relates to statutory benefits, elective benefits, and leave as they now exist or hereafter may be amended, shall also employee to McCaffrey in the same manner as they apply to other employees of the District. In the event of a conflict between this Agreement and such rules and regulations, the terms of this Agreement shall control.

TERMINATION

14. McCaffrey is an “at will” employee who serves at the pleasure of the Board as set forth in Water Code Section 71340. McCaffrey is subject to termination pursuant to the terms of this Agreement, with no right to any hearing or

appeal, including any so-called Skelly conference, other than the rights expressly provided in this Agreement. To the extent any Calleguas rule, regulation, or policy purports to provide rights to McCaffrey beyond what is articulated in this Agreement, McCaffrey expressly waives said rights.

15. The Board may terminate McCaffrey for reasons other than for cause, upon 30 days written notice, and upon the affirmative vote for termination of the Board. If terminated under this paragraph, McCaffrey, upon executing an agreement that includes a release of liability in form and substance satisfactory to the Board, will be paid severance consideration in an amount of her then-current full gross salary, subject to normal withholdings, for six (6) full calendar months following termination.

16. This Agreement shall terminate upon the death of McCaffrey, or in the event McCaffrey is terminated “for cause”, as defined below, upon the affirmative vote for termination by the Board. In the event of such termination for cause, the District shall be under no obligation to McCaffrey except for prorated salary and benefits due and unpaid on the date of termination. The District and McCaffrey specifically acknowledge that it is not possible to list every form of unacceptable conduct which may constitute “cause” for termination for the purpose of this Agreement, but “cause” shall include, and not be limited to:

a. a material breach of this Agreement and failure to correct such breach within 30 days after written notice thereof;

b. intentional and/or willful failure to perform consistent with her obligations under applicable law or lawful directives issued by the Board;

c. conviction of a felony or the pleading of nolo contendere to a felony; or

d. conviction of, or the pleading of nolo contendere, to any crime involving fraud, embezzlement or theft.

17. Notwithstanding anything to the contrary in this Agreement, if McCaffrey becomes either permanently disabled or is otherwise unable to perform substantially her full, normal duties because of sickness, accident, injury, mental incapacity, or health for a period of 6 months or more, McCaffrey shall be compensated for any accrued, unpaid sick leave, annual leave, holidays and other accrued benefits, and shall receive all short-term and long-term insurance benefits as may be provided for in the District's policies applicable to disability termination.

18. McCaffrey shall have the right to resign from her position as General Manager with the District any at time, but shall make her best efforts to give at least 45 days prior written notice of same to the District.

MISCELLANEOUS

19. This Agreement, together with the applicable provisions of the Administrative Code, and the Calleguas Municipal Water District General Manager Job Description as existing on the date of this Agreement, and as modified from time to time, contains the entire agreement between the parties and supersedes all prior oral and written agreements and understandings between the parties. In case of a direct conflict between this Agreement and the Administrative Code or General Manager Job Description, this Agreement shall control.

20. This Agreement may only be amended or modified by a writing signed by both parties, except that McCaffrey's salary may be increased by the Board of Directors by announcement at a regularly scheduled meeting.

21. The validity, performance and effect of the Agreement shall be interpreted in accordance with the laws of the State of California. Venue for any action, claim, dispute or proceeding arising out of, or related to, this Agreement shall be in the County of Ventura.

22. If any provision of this Agreement is held invalid or unenforceable the remainder of the Agreement shall remain in full force and effect.

23. The waiver of any breach of any provision herein by either party to this Agreement shall not be deemed to be a waiver of any other provision or

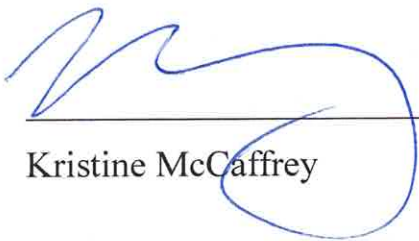
subsequent breach, not shall any waiver constitute a continuing waiver. No waiver shall be binding unless it is in writing and signed by the parties to this Agreement.

24. The language of all partes of this Agreement shall be construed according to their plain meaning and shall not be construed against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to it.

25. The parties agree that they have conferred with legal counsel of their choice, or have independently made the determination not to confer with legal counsel related to the terms and duties set forth herein.

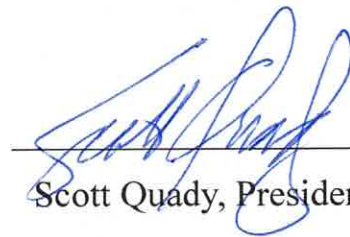
WHEREFORE, the parties have executed this Agreement on the date set forth above.

Date: 1/24/24



Kristine McCaffrey

Date: 1/24/2024



Scott Quady, President, Board
of Directors, Calleguas MWD