

CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, California

**AMENDMENT NO. 4 TO AMENDED CONTRACT FOR EMPLOYMENT OF DEPUTY SUPERINTENDENT
BUSINESS AND SUPPORT SERVICES**

This Amendment No. 4 to Amended Contract for Employment of Deputy Superintendent, Business and Support Services ("Amendment No. 4") is made and entered into June 24, 2020 by and between the Board of Trustees ("Board") of Capistrano Unified School District ("District") in the County of Orange, State of California, and Clark Hampton, Deputy Superintendent, Business and Support Services.

RECITALS

WHEREAS, the District employs the Deputy Superintendent, Business and Support Services pursuant to an Amended Contract for Employment of Deputy Superintendent, Business and Support Services ("Amended Contract") dated May 25, 2016;

WHEREAS, the Amended Contract was amended by Amendment No. 1 to Amended Contract for Employment of Deputy Superintendent Business and Support Services dated April 25, 2018 ("Amendment No. 1");

WHEREAS, the Amended Contract was amended by Amendment No. 2 to Amended Contract for Employment of Deputy Superintendent Business and Support Services dated June 2, 2019 ("Amendment No. 2");

WHEREAS, the Amended Contract was amended by Amendment No. 3 to Amended Contract for Employment of Deputy Superintendent Business and Support Services dated December 19, 2019 ("Amendment No. 3"); and

WHEREAS, the District and the Deputy Superintendent, Business and Support Services desire to further amend the Amended Contract.

NOW, THEREFORE, the Board offers, and the Deputy Superintendent, Business and Support Services accepts, the following further amendments to the Amended Contract:

1. Paragraph 1 of the Amended Contract is hereby partially amended as follows:

1. TERM

1.1 The term of the Amended Contract that originally commenced July 1, 2016, and thereafter was extended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, shall now further extend to June 30, 2024, subject to the conditions hereinafter set forth.

2. Paragraph 2 of the Amended Contract is hereby partially amended as follows:

2. SALARY

2.1 The salary of the Deputy Superintendent, Business and Support Services, effective July 1, 2019, shall be Two Hundred Sixty-Seven Thousand One Hundred-Twenty Dollars (\$267,120) per year.

The salary of the Deputy Superintendent, Business and Support Services, effective July 1, 2020, shall be Two Hundred Sixty-Eight Thousand Nine Hundred Thirty-Six Thousand (\$268,936) per year.

The salary of the Deputy Superintendent, Business and Support Services shall be payable in equal monthly payments for the length of the Amended Contract as amended herein and continuing for the remainder of the Amended Contract term with proration for a period of less than a full year of service. Retroactive payments shall be made for the salary owed in arrears for July 1, 2019 to present.

2.2 For the 2020/2021 fiscal year, the salary of the Deputy Superintendent, Business and Support Services shall be subject to reduction commensurate with salary reductions and/or reductions in work days (hereinafter referred to as “furlough days”) taken by the certificated bargaining unit or management employees, as follows:

2.2.1 The salary of the Deputy Superintendent, Business and Support Services shall be reduced by an amount equal to the greatest of the following:

2.2.1.1 The percentage of reduction to all annual salaries of certificated bargaining unit members; or

2.2.1.2 The number of furlough days taken by all certificated bargaining unit members; or

2.2.1.3 A combination of a reduction to the annual salary of, and taking of furlough days by, all certificated bargaining unit members; or

2.2.1.4 The percentage of reduction to all annual salaries of certificated management employees; or

2.2.1.5 The number of furlough days taken by all certificated management employees; or

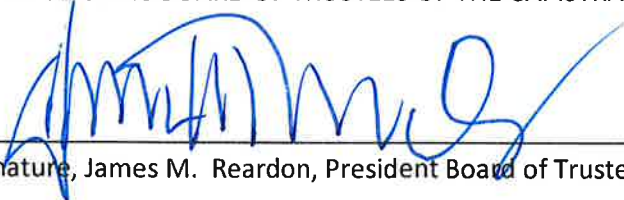
2.2.1.6 A combination of a reduction to the annual salary of, and taking of furlough days by, all certificated management employees.

2.2.2 The salary reductions and/or reductions in work days listed above are exclusive, and will not be combined in a manner that reduces the compensation of the salary of the Deputy Superintendent, Business and Support Services more than the other employee groups. Additionally, if compensation of other employee groups is restored during the term of this amendment, the salary of the Deputy Superintendent, Business and Support Services shall also be restored in an equal manner.

3. Other Provisions: All other terms and conditions of the Amended Contract, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, including its specifically numbered paragraphs and sub-paragraphs, remain unchanged, in full force and effect.

IN WITNESS, we affix our signatures to this Amendment No. 4 as the full and complete understanding of the relationships and agreements between the parties.

On Behalf of the BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT:

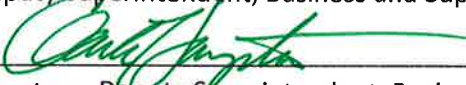


Signature, James M. Reardon, President Board of Trustees



Date

I, Clark Hampton accept the Board's offer of employment and agree to comply with the Amended Contract, as amended by this Amendment No. 4, and fulfill all of the duties required herein as the Deputy Superintendent, Business and Support Services of Capistrano Unified School District.



Signature, Deputy Superintendent, Business and Support Services



Date