

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

**AMENDMENT NO. 5 TO EMPLOYMENT AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT AND KIRSTEN M. VITAL, SUPERINTENDENT**

This Amendment No. 5 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent (“Amendment No. 5”) 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 Kirsten M. Vital, Superintendent (“Superintendent”).

RECITALS

WHEREAS, the District employed the Superintendent pursuant to an Employment Agreement (“Agreement”) dated November 13, 2014;

WHEREAS, the Agreement was amended by Amendment No. 1 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent dated June 8, 2016 (“Amendment No. 1”), thereafter further amended by Amendment No. 2 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent dated February 28, 2018 (“Amendment No. 2”), thereafter further amended by Amendment No. 3 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent dated June 12, 2019 (“Amendment No. 3”), and thereafter further amended by Amendment No. 4. to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kristen M. Vital, Superintendent on December 19, 2019 (“Amendment No. 4”); and,

WHEREAS, the District and the Superintendent desire to further amend the Agreement.

NOW, THEREFORE, the Board offers, and the Superintendent accepts, the following further amendments to the Agreement:

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

1. TERM

1.1 The Board hereby employs Kirsten M. Vital as Superintendent of the Capistrano Unified School District for a term originally commencing on August 26, 2014, (“Start Date”), thereafter extended as set forth in Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and ending the effective date of June 30, 2024, or until this Agreement is terminated by either party as set forth below.

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

2. SALARY

2.1 The salary of the Superintendent shall be as follows:

(a) For the 2017/2018 fiscal year: Three Hundred Twenty-Two Thousand Four Hundred Thirty-Six Dollars (\$326,466), retroactive to July 1, 2017.

(b) For the 2018/2019 fiscal year: Three Hundred Twenty-Nine Thousand Seven Hundred Thirty-One Dollars (\$329,731), retroactive to July 1, 2018.

(c) For the 2019/2020 fiscal year: Three Hundred Forty-One Thousand One Hundred Seventy-Three Dollars (\$341,173), retroactive to July 1, 2019.

(d) For the 2020/2021 fiscal year: Three Hundred Forty-Three Thousand Four Hundred Ninety-Three Dollars (\$343,493).

The Superintendent's salary shall be payable in twelve (12) equal installments in accordance with the District's normal payment cycle, and prorated for any partial month's service and continuing for the remainder of this Agreement term with proration for a period of less than a full year of service. The daily rate for the purpose of prorating the annual salary provided for in the Agreement shall be: (a) One Thousand Four Hundred Fifty-One Dollars (\$1,451) for the 2017/2018 fiscal year, (b) One Thousand Four Hundred Sixty-Five Dollars (\$1,465) for the 2018/2019 fiscal year, (c) One Thousand Five Hundred Sixteen Dollars (\$1,516) for the 2019/2020 fiscal year, and (d) One Thousand Five Hundred Twenty-Seven Dollars (\$1,527) for the 2020/2021 fiscal year,

2.3 For the 2021/2022 and 2022/2023 fiscal years, the annual salary may be increased at the sole discretion of Board. Any increase in salary shall be discussed and approved in open session at a regular Board meeting pursuant to Government Code Section 54956, subdivision (b). A change in salary during the term of the Agreement shall not constitute the creation of a new contract or extend the termination date of the Agreement.

2.4 For the 2020/2021 fiscal year, the Superintendent's salary 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:

2.4.1 The Superintendent's salary shall be reduced by an amount equal to the greatest of the following:

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

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

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

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

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

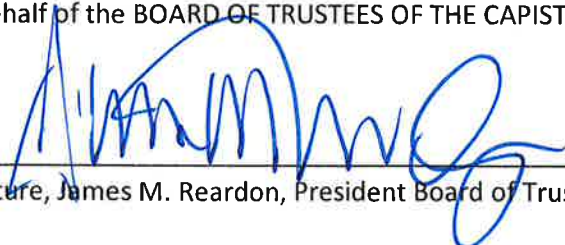
2.4.1.6 A combination of a reduction to the annual salary of, and taking of furlough days by, all certificated management employees.

2.4.2 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 Superintendent 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 Superintendent shall also be restored in an equal manner.

3. Other Provisions: All other terms and conditions of the Agreement including its specifically numbered paragraphs and sub-paragraphs, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4, remain unchanged, in full force and effect.

IN WITNESS, we affix our signatures to this Amendment No. 5 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

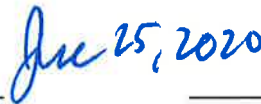


Date

I, Kirsten M. Vital accept the Board's offer to amend the Agreement as set forth in this Amendment No. 5 and I shall fulfill all of the duties required as the Superintendent of Capistrano Unified School District in compliance with the Agreement, as amended.



Signature, Kirsten M. Vital, Superintendent



Date