

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

**AMENDMENT NO. 7 TO EMPLOYMENT AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT AND KIRSTEN VITAL BRULTE, SUPERINTENDENT**

This Amendment No. 7 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten Vital Brulte, Superintendent ("Amendment No. 7") is made and entered into June 15, 2022, by and between the Board of Trustees ("Board") of Capistrano Unified School District ("District") in the County of Orange, State of California, and Kirsten Vital Brulte, 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"), thereafter further amended by Amendment No. 4 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent dated December 19, 2019 ("Amendment No. 4"), thereafter further amended by Amendment No. 5 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent dated June 24, 2020 ("Amendment No. 5"), thereafter further amended by Amendment No. 6 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent dated June 16, 2021 ("Amendment No. 6"); 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 term of this Agreement shall be from July 1, 2022 through June 30, 2026, 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 For the 2021/2022 school year, the salary of the Superintendent shall be \$354,141, retroactive to July 1, 2021. Additionally, if the 2022/2023 funded COLA is greater than 5% and the final enacted state budget provides a declining enrollment protection formula that yields a funded ADA in 2022/2023 in excess of 1,500 ADA above the projection contained in the District's First Interim Report, then the Superintendent's 2021/2022 salary shall be further retroactively adjusted to \$361,252 effective July 1, 2021.

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 \$1,574 for the 2021/2022 fiscal year; and, shall be \$1,606 for the 2021/2022 fiscal year if the above contingency is applied.

The Superintendent shall receive the longevity stipend available to all District certificated administrators pursuant to the Certificated Management Compensation schedule.

2.3 For the 2022/2023, 2023/2024, 2024/2025 and 2025/2026 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.

3. Paragraph 12 of the Agreement is hereby amended in its entirety to read as follows:


12. HEALTH AND WELFARE BENEFITS

The District shall provide the SUPERINTENDENT all fringe benefits that are granted to other certificated and classified employees, including, but not limited to, health and welfare and retiree benefits. The SUPERINTENDENT shall select the specific fringe benefits each benefit year.

4. Other Provisions: Except as amended above, 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, Amendment No. 4, Amendment No. 5, and Amendment No. 6 remain unchanged, in full force and effect.

IN WITNESS, we affix our signatures to this Amendment No. 7 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, Martha McNicholas, President Board of Trustees

6/15/22

Date

Amendment No. 7 to Employment Agreement- Kirsten Vital Brulte, Superintendent
Page 3 of 3

I, Kirsten Vital Brulte accept the Board's offer to amend the Agreement as set forth in this Amendment No. 7 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 Vital Brulte, Superintendent



Date