

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

**AMENDMENT NO. 1 TO AGREEMENT FOR EMPLOYMENT OF
ASSOCIATE SUPERINTENDENT, EDUCATION AND SUPPORT SERVICES**

This Amendment No. 1 to the Agreement for Employment of Associate Superintendent, Education and Support Services ("Amendment No. 1") 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 Greg Merwin, Associate Superintendent, Education and Support Services.

RECITALS

WHEREAS, the District employs the Associate Superintendent, Education and Support Services pursuant to an Agreement for Employment of Associate Superintendent, Education and Support Services ("Contract") dated June 16, 2021;

WHEREAS, the District and the Associate Superintendent, Education and Support Services desire to amend the Contract;

NOW, THEREFORE, the Board offers, and the Associate Superintendent, Education and Support Services accepts, the following amendment to the Contract:

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

1. TERM OF AGREEMENT

1.2 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 Contract is hereby partially amended as follows:

2. SALARY

2.1 For the 2021/2022 fiscal year, the salary of the Associate Superintendent shall be \$226,820, 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 Associate Superintendent's 2021/2022 salary shall be further retroactively adjusted to \$231,374 effective July 1, 2021.

2.1.1 For the 2022-2023 fiscal year the salary of the Associate Superintendent shall be \$232,491; and, the salary amount shall be \$237,158 if the above contingency is applied.

2.2 Salary shall be paid in 12 equal monthly installments and shall be prorated for service of less than a full year.

Retroactive to July 1, 2021, the Associate Superintendent, Education and Support Services is entitled to the Doctoral Stipend amount of \$2,126; and, the Doctoral Stipend amount shall be \$2,159 if the above contingency is applied.

3. Other Provisions: All other terms and conditions of the Contract, 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. 1 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:

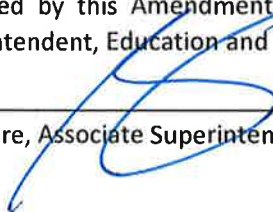


Signature, Kirsten Vital Brulte, Superintendent



Date

I, Greg Merwin accept the Board's offer of employment and agree to comply with the Contract, as amended by this Amendment No. 1, and fulfill all of the duties required herein as the Associate Superintendent, Education and Support Services of Capistrano Unified School District.



Signature, Associate Superintendent, Education and Support Services



Date