

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

**AMENDMENT NO. 2 TO EMPLOYMENT AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT AND KIRSTEN M. VITAL, SUPERINTENDENT**

This Amendment No. 2 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent ("Amendment No. 2") is made and entered into February 28, 2018, 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"); 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 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 commencing on August 26, 2014, ("Start Date") and ending the effective date of June 30, 2022, or until this Agreement is terminated by either party as set forth below.

**1.3** On or before June 30, 2019, and every twelve (12) months thereafter, subject to Superintendent receiving positive evaluations in line with Section 5 herein, the Board shall place on the agenda for discussion an extension of term of this Agreement at least one (1) additional year.

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

**2. SALARY**

**2.1** The salary of the Superintendent shall be as follows:

**(a)** For the 2016-2017 fiscal year: Three Hundred Twenty-Two Thousand Four Hundred Thirty-Six Dollars (\$322,436), retroactive to July 1, 2016.

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

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 One Thousand Four Hundred Thirty-Three Dollars (\$1,433) for the 2016/2017 fiscal year, and One Thousand Four Hundred Fifty-One Dollars (\$1,451) for the 2017/2018 fiscal year.

2.3 For the 2018-2019, 2019-2020, 2020-2021, and 2021-2022 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 9 of the Agreement is hereby amended as follows:**

**9. VACATION AND SICK DAYS**

9.2 Unused vacation days will accrue on an annual basis as long as Superintendent's accrued vacation does not exceed fifty (50) days. Should Superintendent's accrued vacation time reach fifty (50) days, Superintendent will cease to accrue further vacation days until Superintendent's accrued vacation time falls below fifty (50) days. At any time during the term of this Agreement, of the twenty-five (25) vacation days accrued each year, the Superintendent may at her option cash out up to fifteen (15) of said vacation days at the daily rate set in Paragraph 2.1 herein.

**4. Paragraph 12 of the Agreement is hereby replaced and amended as follows:**

**12. HEALTH AND WELFARE BENEFITS**

12.1 The Superintendent may participate in the health and welfare benefits program provided for District employees.

12.2 The Superintendent, if she elects to participate in District health and welfare benefits program, shall do so at the same rate as District employees.

**[The rest of this page intentionally left blank.]**

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

**IN WITNESS**, we affix our signatures to this Amendment No. 2 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

4/25/18  
Date

I, Kirsten M. Vital accept the Board's offer to amend the Agreement as set forth in this Amendment No. 2 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

4/25/18  
Date