

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

**AMENDMENT NO. 3 TO EMPLOYMENT AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT AND KIRSTEN M. VITAL, SUPERINTENDENT**

This Amendment No. 3 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent ("Amendment No. 3") is made and entered into June 12, 2019, 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 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"); 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 and Amendment No. 2, and now ending the effective date of June 30, 2023, 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**

**2.3** For the 2018-2019, 2019-2020, 2020/2021, 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.

**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 and Amendment No. 2, remain unchanged, in full force and effect.

**IN WITNESS**, we affix our signatures to this Amendment No. 3 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, Gila Jones, President Board of Trustees

6-12-19  
Date

I, Kirsten M. Vital accept the Board's offer to amend the Agreement as set forth in this Amendment No. 3 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

June 12, 2019  
Date