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

AMENDMENT NO. 6 TO EMPLOYMENT AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT AND KIRSTEN M. VITAL, SUPERINTENDENT

This Amendment No. 6 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent ("Amendment No. 6") is made and entered into June 16, 2021 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"), 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 on December 19, 2019 ("Amendment No. 4"); and 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 on June 24, 2020 ("Amendment No. 5"); 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, Amendment 5, and ending the effective date of June 30, 2025, or until this Agreement is terminated by either party as set forth below.
- 2. 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,

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Amendment No. 3, Amendment No. 4, and Amendment No. 5 remain unchanged, in full force and effect.

IN WITNESS, we affix our signatures to this Amendment No. 6 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:

_ Judy Bullockus	July 7, 2021
Signature, Judy Bullockus, 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. 6 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, Kirster M. Vital, Superintendent

The 7, 2021

Date