

PERRIS UNION HIGH SCHOOL DISTRICT

CHIEF HUMAN RESOURCES OFFICER EMPLOYMENT AGREEMENT

This Agreement is made by and between the Perris Union High School District (“District”), located in the County of Riverside, State of California, acting through its Board of Education (“Board”), and Alfredo Andrade (“Mr. Andrade” or “CHRO”), and is made with reference to the following facts:

1. TERM OF EMPLOYMENT

The District hereby employs Mr. Andrade to serve as the District’s Chief Human Resources Officer for the period from November 4, 2024, through June 30, 2026, unless sooner terminated in accordance with Paragraphs 14 and/or 15 of this Agreement.

In the event the District determines that Mr. Andrade is not to be reemployed upon expiration of this Agreement, he shall be given written notice thereof at least forty-five (45) days in advance of the expiration of the term of the Agreement. The CHRO shall inform the Board, in writing, of this notice requirement at least sixty (60) days in advance of this notification date.

2. SALARY

Mr. Andrade’s annual salary shall be Two Hundred and Fourteen Thousand Dollars and Zero Cents (\$214,000.00), which reflects placement on Step 1 on the applicable Salary Schedule, which is attached and incorporated into this Agreement as Attachment A. Mr. Andrade shall during his first partial year of employment, receive a prorated amount of his annual salary from November 4, 2024 through June 30, 2025.

The CHRO shall receive, provided he receives a satisfactory evaluation as set forth in Section 6 of this Agreement and with the Board’s approval, an annual adjustment of his salary beginning with July 1st each year of this Agreement in accordance with the Chief Human Resources Officer salary schedule.

At any time, the Board may take action to increase the compensation provided for in this Agreement. Any such increase will be effective on a date determined by the Board and may be retroactive to July 1st of the current school year following the action of the Board, to continue for the remainder of the Agreement. In addition, should the Board determine to implement a work year reduction for District employees (e.g., furloughs), the CHRO agrees that his

annual salary shall be reduced to a pro-rated amount equal to the percentage reduction in that work year.

3. DUTIES

The CHRO shall perform the duties of the Chief Human Resources Officer, as set forth in the job description (if any), and as directed, and/or such other duties as directed by the District's Superintendent.

4. OUTSIDE PROFESSIONAL ACTIVITIES

Provided the activities do not interfere with or conflict with his duties as CHRO, and upon prior written authorization from the Superintendent, the CHRO may undertake outside approved professional activities, including consulting, speaking, and writing. Time spent performing such outside professional activities shall be charged to vacation leave and shall not interfere in any way with Mr. Andrade from fully performing his obligations under this Agreement.

5. PERFORMANCE OBJECTIVES

The Superintendent may meet with Mr. Andrade to establish Mr. Andrade's performance objectives under this Agreement.

6. EVALUATION

The District may evaluate the CHRO each year, or more or less frequently, as the Superintendent deems to be appropriate. The CHRO shall cooperate with all reasonable requests of the Superintendent or Board in the evaluation process. The failure, if any, of the District to evaluate the CHRO shall be of no legal consequence. The District's policies or regulations, if any, governing administrative evaluations shall not apply to the CHRO.

7. SICK LEAVE

The CHRO shall be entitled to twelve (12) days of leave of absence for illness or injury, with full pay for each full fiscal year of service. Earned sick leave may be accrued and accumulated as provided by the Education Code.

8. FRINGE BENEFITS

The CHRO shall receive all employment benefits – including health and welfare benefits – provided to the District's cabinet employees that are not otherwise

provided in this Agreement, including a cell phone. The CHRO shall not receive any other car or mileage allowance other than reimbursement for driving in lieu of flying to a District-approved workshop or conference; however, this reimbursement obligation shall not exceed 700 miles for a single workshop or conference. In addition, the District shall provide the CHRO with life insurance in the amount of \$250,000 and the CHRO shall in accordance with the terms of issuance of that life insurance be eligible to purchase additional coverage at the CHRO's expense.

9. EXPENSE REIMBURSEMENT; PROFESSIONAL ORGANIZATIONS

The District shall reimburse the CHRO for all actual and necessary expenses incurred by him within the scope of his employment in accordance with applicable District policy. The District shall pay Mr. Andrade's annual memberships in ACSA and any other organization approved by the Board.

10. SERVICE YEAR

The CHRO shall be a full-time, exempt employee and shall render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement. The CHRO's base work year is at least two hundred and twenty (220) workdays per year and is in addition to any vacation and holidays each year, for a total of two hundred and sixty days (260) days.

11. VACATION/HOLIDAYS

The CHRO shall be entitled to accrue up to twenty-four (24) days of vacation with pay each fiscal year at the rate of two days per month. The CHRO shall be entitled to accrue vacation up to a maximum of 48 vacation days. Upon the accrual of 48 days of vacation, the CHRO shall cease accruing vacation until the CHRO has used vacation and dropped below the maximum amount of 48 days. Accrued but unused vacation up to a maximum of 48 days shall be paid out upon conclusion of employment but may not be cashed out prior to conclusion of employment.

The CHRO shall receive all paid holidays as defined in Education Code section 37220.

12. APPLICABLE LAW

This Agreement is subject to all applicable laws of the State of California, and State Board of Education rules and regulations, and District rules, regulations

and policies, all of which are made a part of the terms and conditions of this Agreement as though set forth herein.

13. INTERACTIVE PROCESS WHEN ACCOMMODATION NEEDED

The CHRO shall advise the District in writing should he require any accommodation to allow him to perform the essential functions of his position.

14. TERMINATION DURING TERM OF AGREEMENT

(a) Cause. The CHRO's employment and all of the CHRO's rights under this Agreement may be terminated by the Board at any time for any ground enumerated in the Education Code or Board Policy, for the CHRO's substantial failure to perform his responsibilities as set forth in this Agreement or as directed by the Board, for breach of fiduciary duty, dishonesty, malfeasance, any conduct involving moral turpitude, or action which in the judgment of the Board brings material disrepute on the District or its community. In the event the District intends to terminate this Agreement for cause during the term of the Agreement, the CHRO shall have the right to receive written notice of the reasons for the possible termination and shall be given an opportunity to address the Board regarding the reasons for the termination, prior to the District taking action to terminate the Agreement. The CHRO may address the Board either personally or through his representative; however, if the CHRO chooses to be represented and/or accompanied by legal counsel, the CHRO shall assume the cost of his legal expenses. To the extent permitted by law, the conference with the Board shall be Mr. Andrade's exclusive right to any hearing otherwise required by law, and the decision of the Board shall be considered final.

(b) Disability. The Board may terminate this Agreement where, due to physical or mental impairment, the CHRO is unable to perform his essential duties even with reasonable accommodations or cannot perform those duties in a manner that would not endanger his health or the safety of others even with reasonable accommodations. The CHRO agrees that, upon reasonable suspicion that the CHRO is unable to perform the essential functions of the position, the District may require the CHRO to undergo a physical or mental examination at the District's expense, with the conclusions of the examination to be confidentially disclosed to the Board. The CHRO shall execute any and all releases reasonably requested by the Board to allow for compliance with this section. It is the intent of the District, pursuant to this paragraph, to comply with the intent and spirit of the Americans With Disabilities Act, as amended, and its California counterpart. Technical terms in this paragraph are to be defined under applicable law.

(c) Death. The death of Mr. Andrade terminates this Agreement immediately. In such event, all salary and other monetary amounts due to Mr. Andrade at the time of death shall be paid to his estate.

(d) Mutual Consent. This Agreement may be terminated at any time by mutual consent of the District and Mr. Andrade.

(e) Unilateral Termination by CHRO. Notwithstanding any other provisions of this Agreement, the CHRO shall have the option to terminate this Agreement by providing the District with written notice of intent to terminate. This notice shall be provided no less than ninety (90) calendar days prior to termination. The CHRO and the District may agree to a termination notice of less than ninety (90) calendar days.

(f) Unilateral Termination by the District. Notwithstanding any other provision of this Agreement, the District, at its sole discretion, shall, upon thirty (30) calendar days written notice, have the option of terminating this Agreement for any reason (i.e., without cause or a hearing). If the District elects to terminate the Agreement without cause, it shall pay the CHRO, in a lump sum payment, within forty-five (45) calendar days following of notice of termination, an amount equal to twelve (12) months' salary or the salary for the remainder of the Agreement, whichever is less. The calculation for purposes of this lump-sum payment shall be based on the salary in effect on the date of the notice of termination. This provision is intended to comply with the requirements governing maximum cash settlement as set forth in Government Code sections 53260 *et seq.* In addition, pursuant to California Government Code section 53243.2, if this Agreement is terminated, any cash settlement related to the termination that the CHRO may receive from the District shall be fully reimbursed by the CHRO to the District if he is convicted of a crime involving an abuse of his office or position.

16. NOTIFICATION UPON SEEKING OTHER EMPLOYMENT

The CHRO shall immediately notify the District in the event he becomes a final candidate for other employment.

17. MODIFICATION/TERMINATION BY MUTUAL CONSENT

The parties may only modify or terminate this Agreement by mutual consent in writing.

18. LIMITATIONS ON CASH SETTLEMENTS

The provisions of Government Code section 53260 *et seq.* apply to this Agreement. Specifically, in the event this Agreement is terminated and the termination is challenged as being unlawful, the maximum cash settlement that the CHRO may receive shall be an amount equal to the monthly salary multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the Agreement is greater than twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary multiplied by twelve (12). This language is included only to comply with the requirements of Government Code section 53260 *et seq.* and does not entitle Mr. Andrade to twelve (12) months' pay upon separation from employment (except for termination without cause, as provided for in Paragraph 15, above). Moreover, if this Agreement is terminated, the District shall not provide a cash or noncash settlement to Mr. Andrade in any amount if the District believes and subsequently confirms, pursuant to an independent audit, that the CHRO has engaged in fraud, misappropriation of funds, or other illegal fiscal practices.

19. GENERAL PROVISIONS

(a) Severability. If any term of provision of this Agreement shall, to the extent, be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of the Agreement shall continue in effect.

(b) Construction. This Agreement shall not be construed more strongly against either party, regardless of who is responsible for its preparation.

(c) Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

(d) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, expressed or implied, not contained in these documents. All prior understanding, terms, or conditions are deemed merged into these documents. This Agreement is intended to supersede all prior agreements and addenda.

(e) Counterparts. This Agreement may be executed in counterparts and by PDF.

In witness herein, we affix our signatures to this Agreement, effective the 16 day of October 2024, as the full and complete understanding of the relationships between the parties hereto.

TO BE SIGNED BY ALL BOARD MEMBERS

Dated: October 16, 2024

Edward Garcia Jr., Board President, Governing Board Perris Union High School District

Dated: October 16, 2024

Steve Campos, Board Vice President, Governing Board Perris Union High School District

Dated: October 16, 2024

Anthony T. Stafford, Sr., Board Clerk Governing Board Perris Union High School District

Dated: October 16, 2024

David G. Nelissen, Governing Board Perris Union High School District

Dated: October 16, 2024

Elizabeth Vallejo, Governing Board Perris Union High School District

Approved in a public meeting of the Governing Board on October 16, 2024.

I hereby accept this Agreement and its terms of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of the Chief Human Resources Officer of the Perris Union High School District.

Dated: October 16,2024

Alfredo Andrade, Chief Human Resources
Officer