

PERRIS UNION HIGH SCHOOL DISTRICT

ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES 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 Shanna Egans ("Ms. Egans" or "Assistant Superintendent"), and is made with reference to the following facts:

1. TERM OF EMPLOYMENT

The District hereby employs Ms. Egans to serve as the District's Assistant Superintendent, Educational Services for the period from February 24, 2025, through June 30, 2027, unless sooner terminated in accordance with Paragraphs 14 and/or 15 of this Agreement.

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

2. SALARY

Ms. Egans' annual salary shall be Two Hundred Thirty Five Thousand Nine Hundred Thirty Five Dollars and Zero Cents (\$235,935), which reflects placement on Step 3 on the applicable Salary Schedule, which is attached and incorporated into this Agreement as Attachment A. Ms. Egans shall, during her first partial year of employment in this position, receive a prorated amount of her annual salary from February 24, 2025 through June 30, 2025. Additionally, the District will provide the Assistant Superintendent a stipend in the amount of Five Thousand Dollars and No Cents (\$5,000.00) for Charter School oversight each year, payable monthly, on a pro-rata basis.

The Assistant Superintendent shall receive, provided she receives a satisfactory evaluation as set forth in Section 6 of this Agreement and with the Board's approval, an annual adjustment of her salary beginning with July 1st each year of this Agreement in accordance with the Assistant Superintendent's 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 Assistant

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

3. DUTIES

Ms. Egans shall perform the duties of the Assistant Superintendent, Educational Services, 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 her duties as Assistant Superintendent, and upon prior written authorization from the Superintendent, the Assistant Superintendent 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 with Ms. Egans from fully performing her obligations under this Agreement.

5. PERFORMANCE OBJECTIVES

The Superintendent may meet with Ms. Egans to establish Ms. Egans' performance objectives under this Agreement.

6. EVALUATION

The Superintendent may evaluate the Assistant Superintendent each year, or more or less frequently, as the Superintendent deems to be appropriate. The Assistant Superintendent 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 Assistant Superintendent shall be of no legal consequence. The District's policies or regulations, if any, governing administrative evaluations shall not apply to the Assistant Superintendent. Should the Superintendent decide not to evaluate the Assistant Superintendent in any year of the term of the Agreement, the Assistant Superintendent's evaluation shall be considered satisfactory for purposes of being eligible, subject to Board approval, to receive a step increase on the salary schedule as stated in Paragraph 2 (Salary).

7. SICK LEAVE

The Assistant Superintendent 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 Assistant Superintendent 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 Assistant Superintendent shall also receive a monthly car allowance in the amount of Five Hundred Dollars and Zero Cents (\$500.00) to cover the cost of transportation expenses incurred in the connection with District business. The Assistant Superintendent 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 Assistant Superintendent with life insurance in the amount of \$250,000 and the Assistant Superintendent shall in accordance with the terms of issuance of that life insurance be eligible to purchase additional coverage at the Assistant Superintendent’s expense.

Ms. Egans will remain enrolled in STRS, subject to STRS requirements, while employed this Agreement.

9. EXPENSE REIMBURSEMENT; PROFESSIONAL ORGANIZATIONS

The District shall reimburse the Assistant Superintendent for all actual and necessary expenses incurred by her within the scope of her employment, in accordance with applicable District policy. The District shall pay Ms. Egans’ annual memberships in ACSA and any other organization approved by the Board.

10. SERVICE YEAR

The Assistant Superintendent 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 Assistant Superintendent’s base work year is at least two hundred and twenty (220) workdays per year and is in addition to any vacation, sick leave, and holidays each year, for a potential total of two hundred and sixty days (260) days per school year.

11. VACATION/HOLIDAYS

The Assistant Superintendent 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 Assistant Superintendent shall be entitled to accrue vacation up to a maximum of 48 vacation days. Upon the accrual of 48 days of vacation, the Assistant Superintendent shall cease accruing vacation until the Assistant Superintendent has used vacation and dropped below the maximum amount of 48 days.

The Assistant Superintendent 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 Assistant Superintendent shall advise the District in writing should she require any accommodation to allow her to perform the essential functions of her position.

14. TERMINATION DURING TERM OF AGREEMENT

- (a) Cause. The Assistant Superintendent's employment and all of the Assistant Superintendent'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 Assistant Superintendent's substantial failure to perform her 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 Assistant Superintendent 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 Assistant Superintendent may address the Board either personally or through her representative; however, if the Assistant Superintendent chooses to be represented and/or accompanied by legal counsel, the Assistant Superintendent shall assume the cost of her legal expenses. To the extent permitted by law, the conference with the Board shall be Ms. Egans' 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 Assistant Superintendent is unable to perform her essential duties even with reasonable accommodations, or cannot perform those duties in a manner that would not endanger her health or safety of others even with reasonable accommodations. Ms. Egans agrees that, upon reasonable suspicion that the Assistant Superintendent is unable to perform the essential functions of the position, the District may require the Assistant Superintendent to undergo a physical or mental examination at District expense, with the conclusions of the examination to be confidentially disclosed to the Board. The Assistant Superintendent 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 Ms. Egans terminates this Agreement immediately. In such event, all salary and other monetary amounts due to Ms. Egans at the time of death shall be paid to her estate.
- (d) Mutual Consent. This Agreement may be terminated at any time by mutual consent of the District and Ms. Egans.
- (e) Unilateral Termination by the Assistant Superintendent. Notwithstanding any other provisions of this Agreement, the Assistant Superintendent 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 sixty (60) calendar days prior to termination. The Assistant Superintendent and the District may agree to a termination notice of less than sixty (60) 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 Assistant Superintendent, 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 Assistant Superintendent may receive from the District shall be fully reimbursed by the Assistant Superintendent to the District if he is convicted of a crime involving an abuse of her office or position.

15. NOTIFICATION UPON SEEKING OTHER EMPLOYMENT

The Assistant Superintendent shall immediately notify the District in the event she becomes a final candidate for other employment.

16. MODIFICATION/TERMINATION BY MUTUAL CONSENT

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

17. 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 Assistant Superintendent 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 Ms. Egans 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 Ms. Egans in any amount if the District believes, and subsequently confirms, pursuant to an independent audit, that the Assistant Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices.

18. 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 ____ day of February 2025, as the full and complete understanding of the relationships between the parties hereto.

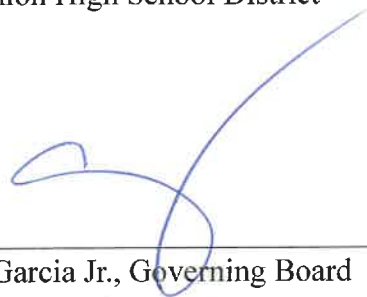
TO BE SIGNED BY ALL BOARD MEMBERS

Dated: February 12, 2025



Steve Campos, Governing Board President
Perris Union High School District

Dated: February 12, 2025



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

Dated: February 12, 2025



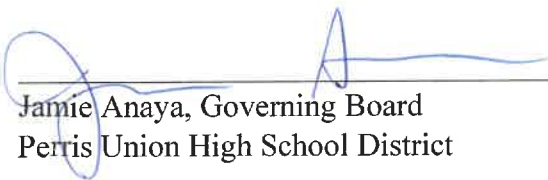
Anthony T. Stafford, Sr., Governing Board
Perris Union High School District

Dated: February 12, 2025



Charles Hall, Governing Board
Perris Union High School District

Dated: February 12, 2025

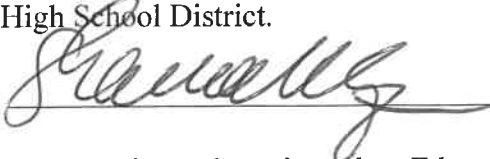


Jamie Anaya, Governing Board
Perris Union High School District

Ratified in a public meeting of the Governing Board on February 12, 2025.

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 Assistant Superintendent, Educational Services of the Perris Union High School District.

Dated: February 14, 2025



Shanna Egans,
Assistant Superintendent, Educational Services

EXHIBIT A

**PERRIS UNION HIGH SCHOOL DISTRICT
ASSISTANT SUPERINTENDENT
SALARY SCHEDULE**

Effective October 01, 2024

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$214,000	\$224,700	\$235,935	\$247,732	\$260,118

Schedule ID 250