

**ALVORD UNIFIED SCHOOL DISTRICT
EMPLOYMENT AGREEMENT
NICHOLAS HILTON,
ASSISTANT SUPERINTENDENT,
HUMAN RESOURCES**

This Employment Agreement (hereafter "Agreement") between the *Alvord Unified School District*, Riverside County, California (herein "District" or "Board of Education") and *Nicholas Hilton* (hereafter "Employee" or "Assistant Superintendent"), is entered into pursuant to Section 35031 of the California Education Code, and is subject to the following terms and conditions.

1. Terms of Agreement

The District hereby employs Employee, and Employee agrees to accept employment as Assistant Superintendent, Alvord Unified School District, Riverside County, California. By accepting employment as Assistant Superintendent, Employee agrees to devote his full time, best efforts, and abilities to performing the duties and responsibilities referred to herein.

The term of this Agreement shall be from July 1, 2022, through June 30, 2025.

2. Work Year

The Assistant Superintendent shall have a work year of 224 days. With written permission of the Superintendent, no more than 22 non-work days may be carried over to any subsequent fiscal year. The Assistant Superintendent shall notify the Superintendent in advance as to the dates that he will take as non-work days. Non-work days shall have no cash value.

3. Powers and Duties

Employee agrees to perform the duties of Assistant Superintendent in the manner as prescribed by the laws of the State of California and under the policies and procedures of the District's Board of Education, including strict adherence to Board Policy 4319.21, Professional Standards (attached). Employee agrees to perform all duties and functions which are lawfully delegated to him in his capacity as Assistant Superintendent. In performing these duties, the Assistant Superintendent shall report to the Superintendent.

4. Salary

Employee will be placed on Step 7 of the Management Salary Schedule at the rate of two hundred five thousand, sixty-three dollars (\$205,063.00) effective July 1, 2022; and will advance to Step 8 of the Management Salary Schedule effective July 1, 2023, contingent upon receipt of a satisfactory performance evaluation for the

preceding school year and a determination by the Superintendent that he accomplished the goals set by the Superintendent, to the Superintendent's satisfaction. Employee's annual salary will be payable in twelve (12) approximately equal monthly installments. Any adjustment in salary during the Term of this Agreement, other than as set forth above, must be mutually agreed to in writing, shall take the form of a written amendment hereto, and shall not operate as a termination or increase in the Term of this Agreement.

5. Fringe Benefits

The District shall provide the Assistant Superintendent with a family medical, dental, and vision plan with the same coverage as is available for the District management team. The District shall provide said coverage at no cost to the Assistant Superintendent. The Assistant Superintendent shall also receive a life insurance policy of \$250,000.00, the premium of which shall be paid by the District.

6. Professional Schedule and Sick Leave

The Assistant Superintendent shall be required to render twelve (12) months of full and regular service to the District for at least two hundred twenty-one (221) workdays per year during each annual period covered by this Agreement or a portion thereof. The Assistant Superintendent shall also be entitled to take all paid holidays provided other District management employees. The Assistant Superintendent shall accrue sick leave in accordance with Board Policy.

7. Expenses

The District shall reimburse the Assistant Superintendent for all actual and necessary travel and other business-related expenses incurred and paid by the Assistant Superintendent in the conduct of his duties on behalf of the District during the term of this Agreement; the Assistant Superintendent will submit an itemized claim for such expenses, and such items claimed must be a proper use of District funds.

8. Professional Activities

The District encourages the Assistant Superintendent to participate in professional organizations and activities, provided that such participation is consistent with his overall responsibilities to the District, does not create a conflict of interest, and provided that such participation does not interfere with the satisfactory performance of his duties and obligations to the District.

9. Professional Membership Fees

Employee's fees for annual membership in the Association of California School Administrators (ACSA)

and one additional professional organization shall be paid by the District during the time Employee renders services to the District under this Agreement.

10. Performance Evaluation

Prior to the end of the agreed-upon school year, the Superintendent and the Assistant Superintendent shall meet to establish performance objectives for the next school year. Prior to August 30 each year, the Superintendent shall evaluate the performance of the Assistant Superintendent. The evaluation shall be in writing, shall include at least one personal conference, and shall relate objectively to the duties, goals, and expectations for the position.

11. Termination of Agreement

A. The Board of Education may elect to terminate this Agreement without cause upon thirty (30) days written notice. In such event and in acknowledgment of the difficulty or impossibility of calculating damages to the Assistant Superintendent as a result of such termination, the parties agree that in the event of the Assistant Superintendent's termination other than for cause (as defined in paragraph B below) the liquidated amount of damages owed by the District shall be (1) the salary remaining to be paid during the full term of this Agreement up to a maximum of eighteen (18) months; and (2) continuation of health benefits for the same duration of time or until the Assistant Superintendent finds other employment, whichever occurs first. In the event the Assistant Superintendent accepts reassignment to a lesser management position or non-management position upon termination of this Agreement, the above liquidated severance package shall be offset by the Assistant Superintendent's salary in the new position.

B. The Board of Education may terminate this Agreement prior to its expiration date for cause at any time. For the purposes of this Agreement, "cause" shall exist if the Assistant Superintendent (1) acts in bad faith to the detriment of the District; (2) refuses or fails to act in accordance with a specific provision of this Agreement or directive or order of the Superintendent or a majority of the Board; (3) exhibits misconduct or dishonesty with regard to his employment; (4) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (5) is unable to perform the essential functions of his position. Any dispute as to whether the District has cause to terminate this Agreement shall be subject to binding arbitration as the exclusive remedy, with the arbitrator selected by mutual agreement. A request for arbitration must be made in writing to the Superintendent within five (5) days of the date of notice of termination of Agreement. The arbitration is to be held in Riverside County, California within thirty (30) days of such request for arbitration. If the parties are unable to agree upon a neutral arbitrator, the District shall obtain a list of arbitrators from the State

Mediation and Conciliation Service. The Assistant Superintendent (first) and then the District shall strike names from the list until only one name remains; the remaining name shall be the arbitrator. The cost of the arbitration (including any transcripts, if any, and the use of a court reporter) shall be borne by the District. Either party may be represented by legal counsel, with each party bearing its own legal costs. The issue before the arbitrator shall be limited to whether cause exists to terminate the Assistant Superintendent's Agreement.

C. The Assistant Superintendent may terminate this Agreement by giving thirty (30) days written notice of intent to terminate prior to completion of this Agreement. The District and the Assistant Superintendent may terminate the Agreement at any time by mutual consent.

D. Any salary or paid leave salary provided the Assistant Superintendent pending an investigation shall be fully reimbursed if the Assistant Superintendent is convicted of a crime involving an abuse of his office or position, as set forth in Government Code sections 53243 and 53243.4.

E. Any funds for the legal criminal defense of the Assistant Superintendent provided by the District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of an abuse of his office or position, as set forth in Government Code sections 53243.1 and 53243.4.

F. Regardless of the term of this Agreement, if this Agreement is terminated, any cash settlement related to the termination that the Assistant Superintendent receives from the District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving an abuse of his office or position, as set forth in Government Code sections 53243.2 and 53243.4.

12. Governing Law

This Agreement is subject to all applicable laws of the State of California and the lawful rules and regulations of the Board of Education of the Alvord Unified School District. Such laws, rules and regulations are to be considered as a part of the terms of this Agreement.

13. Complete Agreement

This Agreement is the full and complete Agreement between the parties hereto. Any amendments, modifications, or verifications from the terms of this Agreement shall be in writing and shall be effective only upon approval of such amendment, modification, or verification by the Board of Education and the Assistant Superintendent.

14. Savings

If any provision of this Agreement is held to be contrary to the law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provision(s) will not be deemed valid except to the extent

permitted by law, but all other provisions will continue in full force and effect.

In the event any such provision is invalidated as described above, the parties shall, upon request, meet not later than fifteen (15) days after such request to discuss the impact of such a holding and to negotiate possible alternative provisions.

Wherefore, the parties to this Agreement enter into said Agreement effective July 1, 2022 subject to approval by the Governing Board of the Alvord Unified School District.


Julie Moreno, President

Carolyn Wilson, Member

Joanna Dorado, Ed. D. Vice President

Lizeth Vega, Member

Robert Schwandt, Clerk



Nicholas Hilton
Assistant Superintendent
Human Resources

DATE OF GOVERNING BOARD ACTION: _____