

Harmony Union School District  
Employment Agreement/Contract for Chief Business Official

This Agreement is made by and between the Governing Board of the Harmony Union School District ("District") and Stacy Kalember ("Chief Business Official").

**TERM:**

The District hereby employs the Chief Business Official for a period of 1 year beginning on July 1, 2024 and terminating on June 30, 2026.

**SALARY:**

Placement under this Agreement shall be at Step 6, in accordance with the 2024-25 Confidential Management Salary Schedule. Salary will be payable in twelve (12) monthly payments. Upon the prior oral or written approval of the Superintendent-Principal or designee, the Chief Business Official may receive additional pay, at an average daily rate, for up to eight (8) days worked in excess of the Work Year, as defined below. The Governing Board will then ratify the additional pay for the days worked. Upon satisfactory job evaluation, the Board reserves the right to increase the salary for any year of this Agreement. Any adjustment in salary during the life of this Agreement shall be made in the form of a written amendment signed by both parties, and shall become a part of this Agreement. It is provided, however, that by so amending this Agreement it shall not be considered that the District has entered into a new contract with the Chief Business Official, or that the termination date of this Agreement has been extended.

**FRINGE BENEFITS:**

The Chief Business Official shall be entitled to receive District paid health benefits not to exceed the Kaiser Family Middle rate plus dental and vision benefits. If a unit member's health benefits increase the Chief Business Official's health benefits will follow the same increase. The District contribution will be at the same rate provided for the classified unit. The District shall also pay on behalf of the Chief Business Official membership to CASBO and SSC and others, as approved by the board.

**TRAVEL:**

Travel by private vehicle that is required for District business shall be reimbursed at the Internal Revenue Service (IRS) established mileage rate.

**SICK LEAVE:**

The Chief Business Official shall be allocated twelve (12) days of sick leave annually. Sick leave can accumulate from year to year.

**WORK YEAR:**

The Chief Business Official shall be required to render two hundred and sixty one (260) days of full and regular service to the District during each annual period covered by this Agreement. All federal, state or local holidays are included as part of the duty year. In addition, the Chief Business Official shall earn fifteen (20) days of vacation annually at the rate of ten (13.33) hours per month. Vacation days are to be taken during each fiscal year. Up to five (5) vacation days may be carried to the subsequent fiscal year by approval of the Superintendent-Principal.

#### DUTIES:

The Chief Business Official is employed as a District employee and shall perform the duties of school Chief Business Official as directed by the Superintendent-Principal. This Chief Business Official serves as the fiscal and business leader of the school district. The Chief Business Official supports the Superintendent-Principal to insure effective and legal business and human resource practices in the District. A primary role of the Chief Business Official is to develop the annual district budget and to provide timely, and accurate reports that are expected in the budget process. The Chief Business Official is directly responsible to the Superintendent-Principal. Specifically, the District expects the Chief Business Official to:

- Provide for the development of an annual district budget that incorporates all components of the district's operations to include human resources services, the instructional program, student services, maintenance and operation, and food services.
- Serve as a member of the District's negotiating team in working with all unions.
- Be a proactive, visible ambassador of public education and the mission of the District that distinguishes the Harmony Union School District from other elementary districts.
- Be openly supportive of the Board of Education, District leadership and administrative colleagues.
- Work to maintain and nurture an effective, timely system of communication within the school and District.
- Be fully supportive of District policy, procedures, and regulations in relationships with staff and community, school practices and decision-making processes.
- Help maintain a safe environment for students, staff, and visitors.
- Carefully follow the California Education Code and other legal and policy directives.
- Be a model of the highest standards of honesty, integrity and dedication to education.

The Chief Business Official understands and agrees that the position is a senior management position pursuant to Education Code sections 45100.5 and 35031; and shall be part of the classified service, except for provisions relating to permanent status. The Chief Business Official shall not have a property interest in his/her position that would entitle him/her to permanent status as an administrator.

#### EVALUATION:

The Chief Business Official shall report to and be evaluated at least annually by the Superintendent-Principal. The annual evaluation shall be based on the Chief Business Official's performance of the full range of duties as prescribed by the laws of the State of California, Board Policies, this Agreement, and any District job description for this position. Nothing herein shall be construed to prohibit or in any manner limit the District from conducting additional evaluations of the Chief Business Official at any time during the school year. If the performance of the Chief Business Official is deemed by the District Board or Superintendent-Principal to be unsatisfactory in any area, the District Superintendent-Principal may provide the Chief Business Official a written description of the specific unsatisfactory performance and a recommendation for improvement. Nothing in this evaluation article prohibits the exercise of termination rights provided by law or this Agreement in the absence of any written evaluation of expression of unsatisfactory performance described herein.

#### TERMINATION PRIOR TO END OF CONTRACT TERM:

This Agreement may be terminated at any time by mutual consent of the Board and Chief Business Official with not less than forty-five (45) days prior written notice.

**DISCHARGE FOR CAUSE:**

This Agreement and all of the Chief Business Official's employment rights may be terminated by the District for breach of contract or for cause at any time. Termination under this section shall not occur before the Board and the Chief Business Official have had an informal discussion in closed session regarding specific problems. If no informal resolution can be found, the Chief Business Official shall be served with a written statement of the alleged grounds for his/her removal and will have a reasonable opportunity, with a representative of his/her choice, to be heard by the Board by way of an explanation and defense. If the Chief Business Official chooses to be represented by legal counsel, he/she will assume the cost of his/her legal expenses. The Board's decision shall be provided in writing and shall be final. The conference with the Board shall be the Chief Business Official's exclusive right to any hearing that otherwise might be required by law.

**TERMINATION WITHOUT CAUSE:**

The Board may determine not to continue the employment of the Chief Business Official during the term of this Agreement by a majority vote. The Chief Business Official will be given a forty-five (45) day written notice of termination under this section. At the end of the forty-five (45) day notice period the Chief Business Official shall receive all aggregate salary that he/she would have earned from the termination date until the next June 30.

**NON-RENEWAL AGREEMENT BY THE DISTRICT:**

By signing this Agreement, the Chief Business Official accepts receipt of a written notice according to Education Code section 35031 that acknowledges the Governing Board's exercise of its right to not reemploy the Chief Business Official after the expiration of this Agreement. This Agreement terminates on the last day of the term herein, or as extended in writing by the parties, upon forty-five (45) days written notice to the Chief Business Official prior to the last day of the term herein or as extended in writing.

**TERMINATION UPON BREACH OF CONTRACT:**

If, during the term of this Agreement, the Chief Business Official commits a material breach of this Agreement or for cause the District may immediately terminate this Agreement. Prior to termination, the District shall give the Chief Business Official written notice of the grounds for termination and an opportunity to be heard before the Governing Board in closed session. If this Agreement is terminated for cause pursuant to this section, the Chief Business Official's compensation and benefits shall cease at the time of termination.

**GOVERNING LAW AND VENUE:**

This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. The parties also agree that in the event of litigation, venue shall be the United States District Court, Northern District of California, or the appropriate State court located in Sonoma County, California, and no other place.

**ENTIRE AGREEMENT:**

This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

**NON- ASSIGNMENT:**

This is a contract for personal services. The Chief Business Official shall have neither the right nor the power to transfer or assign his/her rights under this Agreement.

**AMENDMENTS:**

This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties.

**WORK RECORDS:**

All documents, daily logs, and any other written or computer work product the Chief Business Official generates while working under the terms of this Agreement shall be the District's sole and exclusive property.

**SEVERABILITY:**

If any provisions of this Agreement are held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

**BOARD APPROVAL:**

The salary range and any amendments are contingent upon approval by the District's Governing Board.

\_\_\_\_\_  
Superintendent-Principal                      Date

\_\_\_\_\_  
Chief Business Official                      Date