

Hamilton Unified School District

EMPLOYMENT CONTRACT
CHIEF BUSINESS OFFICIAL
2015-2017

This Employment Contract ("Contract") is by and between the Governing Board of the Hamilton Unified School District, hereafter referred to as "Board" or "District," and Diane Lyon, Chief Business Official, hereafter referred to as "Chief Business Official". This contract supersedes any and all other agreements between the parties as of the date of the commencement of the term of this contract.

NOW, THEREFORE, District and Chief Business Official, for the consideration herein specified, agree as follows:

I. TERM

District, in consideration of the promises by Chief Business Official herein contained, agrees to employ, and Chief Business Official hereby accepts employment as District Chief Business Official of the Hamilton Unified School District for a term commencing July 1, 2015, and ending June 30, 2017.

II. COMPENSATION

- A. District shall pay the Chief Business Official a salary with a base pay of one hundred four thousand dollars (\$104,000.00) beginning July 1, for the 2015-16 school year, plus any Board Approved increases to salary schedules and/or Health & Welfare benefits (Exhibit A attached). Salary shall be payable on the last working day of each month in installments of one-twelfth of the annual salary rate for services rendered during the preceding month.
- B. The District shall provide the Chief Business Official with the same insurance benefits, (health, dental, vision, and life) provided to other classified employees.
- C. The Board may, with the mutual consent of Chief Business Official adjust Chief Business Official base salary at any time.

III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF CHIEF BUSINESS OFFICIAL.

Under the Supervision of the District Superintendent, the Chief Business Official shall be the chief financial officer of the District. This Contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the Board and the California State Board of Education. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Contract as though fully set forth herein. Chief Business Official shall perform all duties prescribed by said laws, rules, and regulations, and shall be carried out.

IV. DUTY/NONDUTY DAYS AND OTHER BENEFITS

A. Regular Service

Chief Business Official will work a 12 month contract, 240 days with holidays. Sick leave benefits are as described below. The Chief Business Official is a salaried employee and collects no overtime unless otherwise approved by Superintendent. It is understood that the work week/days are modeled after a 40 hour week, M-F and a typical day is 8 hours, however, the Chief Business Official is an exempt district manager and works those hours necessary to complete district business.

*same as
225 work days*

B. Illness Leave

Chief Business Official shall accrue illness leave at the rate of one (1) day per month per contract year. This leave may accumulate without limit.

C. Other Leaves

District shall provide Chief Business Official with such other leaves, school holidays and benefits as are provided to other employees of the District.

V. EVALUATION

- A. The Superintendent will evaluate, in writing, the performance of Chief Business Official annually. The evaluation of the Chief Business Official shall be evaluated before September 1, annually. The Chief Business Official shall remind the Superintendent of the requirement under this paragraph no later than one month prior to the date the evaluation is due. If the Superintendent chooses not to evaluate the Chief Business Official, it is assumed that the Chief Business Official evaluation is satisfactory.
- B. The evaluation shall be related to the duties and responsibilities and the annual goals established by the Superintendent and Chief Business Official, within applicable law.
- C. The final format, procedures, and goals of Chief Business Official's evaluation shall be established by the Board and may include Chief Business Official's self-evaluation. Upon mutual consent, the Board may revise the format and procedure of Chief Business Official's evaluation.
- D. The parties agree that the term of Chief Business Official Employment is for the period beginning July 1, 2015 and ending June 30, 2017. Nothing prevents the parties from extending the term of this agreement prior to the end of the term. The parties further agree that the District must notify Chief Business Official of the District's intent to not renew this Agreement no later than April 1, of the last year in

the Agreement's term. Absent this notice, this Agreement will automatically renew for one year and will continue to renew for one year until notice is provided as specified in this paragraph.

E. The evaluation format shall be reasonably objective and shall contain at least the following evaluation areas:

- relationship with the Governing Board
- relationship with the community
- business and operations services leadership
- staff and personnel relationships
- personal qualities and development
- overall educational leadership

The evaluation format shall provide for a rating system such that the Board may indicate whether the performance of Chief Business Official is:

- unsatisfactory
- satisfactory
- outstanding

The evaluation shall assess both overall performance and the specific criteria set forth in the evaluation format.

A copy of the written evaluation shall be delivered to Chief Business Official no later than September 1, of the school year in which the evaluation takes place, and Chief Business Official shall have the right to make a written response to the evaluation. Said response shall be included with evaluation.

F. If Superintendent determines that performance of Chief Business Official is unsatisfactory in any respect, the written report shall describe such unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement of all instances where Superintendent deems performance to be unsatisfactory and may be included in other instances where Superintendent deems such to be appropriate.

VI. PROFESSIONAL GROWTH OF CHIEF BUSINESS OFFICIAL

District encourages the continuing professional growth of Chief Business Official through participation in:

- A. The operations, programs and other activities conducted or sponsored by associations of local, state and national school boards, administrators, educators;
- B. Seminars and courses offered by public or private educational institutions; and

- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Chief Business Official to perform their professional responsibilities for the District.

In its encouragement, District shall permit a reasonable amount of release time for Chief Business Official to attend such matters and shall pay in accordance with Board procedure, necessary travel and subsistence expenses.

VII. EXPENSE REIMBURSEMENT

A. General

Except as noted in B. below, District shall reimburse Chief Business Official for all actual and necessary expenses, incurred within the scope of employment. Reimbursement shall be in accordance with Board policy.

VIII. TERMINATION OF EMPLOYMENT CONTRACT

This employment Contract may be terminated prior to its normal expiration by:

- A. Mutual agreement of the parties.
- B. Retirement of Chief Business Official.
- C. Discharge for Cause.

In the event of discharge for cause, which shall be defined as conduct which is seriously prejudicial to District, this Contract may be terminated. This shall include, but is not limited to, unprofessional conduct, incompetency, neglect of duty, or breach of contract. Should the Board elect to terminate this Contract prior to its expiration pursuant to this section, the Board shall notify the Chief Business Official in writing. Upon request, Board shall serve upon Chief Business Official a reasonably detailed statement of charges. Chief Business Official will be afforded an opportunity for a hearing which shall include the right to be represented by counsel and the right to call witnesses. If Chief Business Official chooses to be accompanied by legal counsel at such hearing, Chief Business Official shall bear any costs therein involved. Such hearing shall be conducted in closed session. Chief Business Official shall be provided a written decision describing the results of the hearing.

D. GENERAL PROVISIONS.

- A. This Contract is the full and complete Contract between the parties hereto, and it can be changed or modified only by writing, signed by the parties or their successors in interest to this Contract. It supersedes and replaces all other contracts of employment between Chief Business Official and Board.

B. Except as modified herein, this Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Governing Board of the Hamilton Unified School District. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties hereto.

HAMILTON UNIFIED SCHOOL DISTRICT

By: Charles Tracy
Charles Tracy, Superintendent

6/19/2015
Date

CHIEF BUSINESS OFFICIAL

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of Chief Business Official of the Hamilton Unified School District.

By: Diane Lyon
Diane Lyon

6-19-15
Date

EXHIBIT A

Salary Schedule

Chief Business Official

2015-16	\$104,000.00*
---------	---------------

***Plus any Board Approved increases to salary schedules and/or H&W benefits**