

**EMPLOYMENT CONTRACT**  
**BETWEEN**  
**ALAN T. KEARSLEY AND**  
**THE BOARD OF EDUCATION OF**  
**SALT LAKE CITY SCHOOL DISTRICT**

This Employment Contract (“Contract”) is made and entered into by and between the Board of Education of Salt Lake City School District (“the Board”) and Alan T. Kearsley (“the Business Administrator”).

**1. TERM**

The Board hereby appoints and the Business Administrator hereby accepts employment as the Business Administrator of Salt Lake City School District (“the District”) for a term of two years commencing July 1, 2024, and ending June 30, 2026.

**2. RESPONSIBILITIES AND DUTIES OF THE BUSINESS ADMINISTRATOR**

The Business Administrator shall faithfully perform the services prescribed by the Board, whether such services are specifically described in this agreement, or in a letter of directive voted by the Board and signed by the Board President, or given by consensus of the Board in a meeting of the Board, and abide by the policies, rules, and regulations established by the Board, the Utah State Board of Education, and the Utah State Legislature.

**A. *Duties of the Business Administrator.*** Subject to the direction of the Superintendent and the Board, the Business Administrator shall:

- (1) attend all meetings of the Board, keep an accurate record of its proceedings, and have custody of the seal and records;
- (2) be custodian of all District funds, be responsible and accountable for all money received and disbursed, and keep accurate records of all revenues received and their sources;
- (3) countersign with the President of the Board all warrants and claims against the District as well as other legal documents approved by the Board;
- (4) prepare and submit to the Board each month a written report of the District’s receipts and expenditures;
- (5) use uniform budgeting, accounting, and auditing procedures and forms approved by the State Board of Education, which shall be in accordance with generally accepted accounting principles or auditing standards and all applicable Utah laws and regulations;

- (6) prepare and submit to the Board a detailed annual statement for the period ending June 30, of the revenue and expenditures, including beginning and ending fund balances;
- (7) assist the Superintendent in the preparation and submission of budget documents and statistical and fiscal reports required by law or the State Board of Education;
- (8) ensure that adequate internal controls are in place to safeguard the District's funds;
- (9) supervise the business administrator's staff; and
- (10) perform other duties as the Superintendent or Board may require.

**B. *Outside Activities.*** The Business Administrator shall devote his time, attention, and energy to the supervision and administration of the District. However, the Business Administrator may serve as a consultant to other districts or educational agencies, lecture, and engage in other activities of short-term duration at his discretion. The Business Administrator shall be solely responsible for any expenses attendant to the performance of such outside activities.

### 3. COMPENSATION

**A. *Salary.*** The Business Administrator shall be paid an annual salary of \$255,000. This amount shall increase each year beginning July 1, 2025, by the amount of any cost of living increase received by other administrators. The Board and the Business Administrator may mutually agree to adjust the salary of the Business Administrator during the term of this Contract, but in no event shall the Business Administrator be paid less than the initial salary above. Other than cost of living increases, any adjustment in salary made during the life of this Contract shall be in the form of a written amendment signed by both parties and shall become part of this Contract, but it shall not be deemed that the Board and the Business Administrator have entered into a new Contract or that the termination date of this Contract has been extended.

**B. *Benefits.***

- (1) ***Leave and Other Benefits.*** The Business Administrator shall be entitled to 20 days of vacation each fiscal year. Up to ten (10) unused vacation days will accrue to the next fiscal year. Upon separation, a maximum of 20 unused vacation days will be paid out at the daily rate at time of separation. The Business Administrator shall be entitled to five (5) paid personal leave days each fiscal year. Up to two (2) unused personal leave days may be carried over from the first year of the contract to the second year of the contract, such that the Business Administrator may use up to

seven (7) personal leave days in the second year. At the end of the contract term, all unused personal leave days shall expire and the Business Administrator shall then be paid for up to five (5) unused personal leave days at the daily rate. The Business Administrator shall be entitled to the same medical and dental insurance benefits provided to the Board. The Business Administrator shall also be entitled to all other benefits received by 12-month administrators including disability and life insurance, sick leave and wellness incentives, retirement, and all other insurance and benefits.

- (2) ***Early Retirement Benefits.*** If at the time the Business Administrator separates from the District, he is eligible to receive retirement benefits through the Utah Retirement Systems, the Business Administrator may choose to receive the District's early retirement benefit which includes health, major medical, dental, and life insurance plans, until the Business Administrator is eligible for unreduced social security benefits. The District shall contribute an equal amount of insurance premium as is contributed towards active 12-month administrators. The Business Administrator shall contribute any insurance premium balance. In the event of the Business Administrator's death prior to reaching the age of unreduced social security benefits, his surviving spouse and legal dependents shall be eligible for the District-paid health and insurance benefit until the date when the Business Administrator would have reached the age of unreduced social security benefits.
- (3) ***Travel Expenses.*** Travel expenses, incurred by the Business Administrator in the continuing performance of his duties, will be reimbursed in accordance with the same policies and procedures applicable to other District administrators, and must be approved by the Superintendent.
- (4) ***Professional Development Expenses.*** The District will reimburse the Business Administrator's reasonable expenses incurred in connection with the Business Administrator's professional growth and development related to the Business Administrator's work responsibilities and functions.

#### 4. EVALUATION

The Board and Superintendent shall evaluate and assess the performance of the Business Administrator in closed session at least once a year during the term of this Contract. Those in attendance at the closed meeting during this evaluation will be, at the discretion of the Board, the Business Administrator and the members of the Board. The Board may conduct other evaluations and assessments as it deems appropriate and may do so with or without the presence of the Business Administrator or the Superintendent. The Business Administrator shall be given reasonable advance notice of such evaluations or

assessments.

## 5. NOTICE REGARDING REAPPOINTMENT

This Contract does not include any provision for the Business Administrator's automatic reappointment beyond June 30, 2026. However, if it is the Board's intent to reappoint the Business Administrator for a two-year term beginning July 1, 2026, then the Board will notify the Business Administrator in writing of that intention no later than January 31, 2026. Notwithstanding the lack of notice of an intent to reappoint by January 31, 2026, the Board and Business Administrator may later agree to the Board's reappointment of the Business Administrator for an additional term.

## 6. TERMINATION OF CONTRACT

This Contract may be terminated under the following circumstances:

- A. ***By Mutual Agreement of the Parties.***
- B. ***Resignation or Retirement of the Business Administrator After Conversation with the Board.***
- C. ***Disability of the Business Administrator.*** In the event of disability wherein the Business Administrator is unable to perform the essential functions of his job, even with accommodation, the Board may terminate this Contract by written notice to the Business Administrator at any time after the Business Administrator has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of fifteen (15) days. All obligations of the Board shall cease upon such termination.

If a question exists concerning the capacity of the Business Administrator to return to or perform his duties, the Board may require the Business Administrator to submit to a medical or mental examination to be performed by a licensed professional. The Board shall appoint the professional who shall conduct the examination and shall pay for all expenses related to the examination. The professional shall submit a report to the Board, which shall be limited to the issue of whether the Business Administrator has a continuing disability that prohibits him from performing his duties.

- D. ***For Cause.*** The Board shall have the right to terminate this Contract only for cause and after a 2/3 majority vote of the Board with written notice to the Business Administrator. The cause termination may only be for one or more of the following that occurs during the Contract term:
  - (1) the Business Administrator's conviction of a felony under any criminal code, or of any crime or offense involving misuse or misappropriation of

money or other property; or

- (2) the Business Administrator's failure or refusal to immediately perform specific written directives of the Board within the required time set forth in the directive for same, which directives are consistent with Board policy, District administrative procedures, and applicable law, and are within the scope and nature of the Business Administrator's duties and responsibilities; or
- (3) improper or unlawful physical contact with students; or
- (4) unlawful conduct which is harmful to students and which is of such a negative nature that it warrants termination; or
- (5) other acts or omissions which constitute an egregious failure to meet the standards of conduct or to fulfill the responsibilities of a business administrator of the Salt Lake City School District.

The Business Administrator has the right to due process, including being provided with written reasons for the termination. The termination will be effective 30 days after the Business Administrator receives the written notice, in person or by certified mail, unless the Board after a hearing, votes to rescind the termination. With a 2/3 majority vote the Board may suspend the Business Administrator (with or without pay) during the 30-day period. Upon receipt of notice of termination, the Business Administrator has the right to request a hearing before the Board. Upon receipt of a request for hearing, the Board shall promptly schedule the hearing for a mutually convenient date. At any hearing before the Board, the Business Administrator shall have the right to be present and to be heard, to be represented by counsel at his expense and to present through witness testimony and other evidence relevant to the alleged cause or causes for termination.

In the event of termination for cause, the Business Administrator shall have no further rights of any kind under this Contract except payment for services rendered through the date of termination, or where applicable, the date of suspension without pay as provided for above. Nothing in this Contract shall be deemed to limit any other rights and remedies the Board or District or the Business Administrator may have as established by federal law, the laws of the State of Utah, regulations of the State Board of Education, and Board policy.

- E. *Death of the Business Administrator.*** In the event of the death of the Business Administrator during the term of the contract, his heirs shall be paid all accumulated earnings up to the time of death, including vacation and death benefits provided all other 12-month employees.

**7. COMMITMENT TO CONTRACT**

The Business Administrator shall not apply for another position without giving prior notification to the Board that he is doing so.

**8. SAVINGS CLAUSE**

If, during the term of this Contract, it is found that a specific clause of the Contract is in violation of federal or state law, the remainder of the Contract, not affected by such ruling, shall remain in full force and effect.

**9. MERGER, GOVERNING LAW, AND AMENDMENT**

All oral representations are merged into this Contract and it becomes the final agreement between the parties. This agreement shall be subject to the laws of the State of Utah and shall remain in full force and effect until modified in writing by mutual consent of the Board and the Business Administrator.

The Board approved this Contract at a properly noticed public meeting of the Board held on June 18, 2024. In witness thereof, the parties indicated their agreement to the above terms by affixing their signatures below.

THE BUSINESS ADMINISTRATOR

THE BOARD OF EDUCATION OF  
SALT LAKE CITY SCHOOL DISTRICT

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Alan T. Kearsley

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Nate Salazar, Board President