

EMPLOYMENT AGREEMENT

Superintendent of Schools, Park City School District

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into between the Board of Education of Park City School District (the "Board") for itself and on behalf of Park City School District (the "District") and Lyndsay Huntsman (the "Superintendent"), who is appointed as Superintendent of Schools (the "Superintendent"). IT IS HEREBY CONTRACTED AND AGREED between the parties as follows:

1. Appointment and Term.

The Superintendent is hereby appointed and accepts the appointment as Superintendent of Schools of the District for the term of January 29 , 2025 and ending January 28, 2027. The term of this appointment may be renewed or extended for subsequent two-year terms by mutual agreement of the parties pursuant to applicable law. (See Utah Code §53G-4-301).

2. Renewal of Employment Agreement.

The Board will annually consider the renewal of this Agreement for a new two-year term. For avoidance of doubt, before June 15 of the second year of the term, the Board will consider the renewal of the Superintendent's employment agreement for a new two-year term commencing July 1. Any such renewal will be memorialized in a written agreement approved by the Board in an open meeting. In the event the Board does not renew this Agreement during year one of its term and elects not to renew the contract at the end of its original two-year term, it shall provide Superintendent with written notice of same no later than February 1 of the year in which the two-year term expires. In the absence of a written renewal extending the term, this Agreement shall automatically expire at the end of term set forth in paragraph 1 above, or when a successor is appointed, whichever occurs first. It is expressly agreed and understood by all parties that the Superintendent has no expectation of continued employment beyond the term of this Agreement.

3. Professional Certification.

The Superintendent shall hold any professional license or certification as may be necessary and required under state law.

4. Duties.

The Superintendent shall perform the specific duties designated by statute, together with responsibilities assigned by the Board from time to time.

· The Superintendent shall serve as the chief executive officer of the Board and as the supervisor of all staff and activities of the District.

- The Superintendent is responsible to direct the work of all employees and volunteers of the District, including the business administrator, any directors, chiefs and office staff, together with all school administrators, teachers and employees.
- The Superintendent is responsible to the Board to implement specific assigned directives, programs and activities.
- The Superintendent is to take reasonable steps to assure compliance with federal and state education requirements, statutes and regulations and to provide reports, as requested, on the status of compliance with governing laws, regulations and other requirements as may be from time to time requested by the Board.
- The Superintendent, as Chief Budgeting Officer, in supervising the work of the business administrator and business office, will be ultimately responsible for the timely and accurate completion of all financial reports, the preparation of budgets and assurance that year-end expenditures do not exceed budgets and that expenditures are properly authorized, recorded and accounted for.
- The Superintendent shall be responsible for the hiring, discipline, and removal of staff of the District as permitted by law, District policies and procedures and directions of the Board. The Superintendent shall direct and assign teachers and other employees of the District under her supervision; shall hire and appoint the administrative and supervisory staff as best serves the Board; shall select all personnel except the Business Administrator, subject to approval of the Board.
- The Superintendent shall have the right to attend all the Board meetings, except closed meetings limited to deliberations regarding the Superintendent, and all the Board and citizen committee meetings, serve as an ex-officio member of all the Board committees, and provide administrative recommendation on each item of business considered by each of these groups. Such duties may include the performance of no duties whatsoever if so expressly provided by the Board and such action shall not constitute termination of this Agreement.

5. Guaranteed Compensation.

The Superintendent will receive annual base compensation on the basis of a twelve (12) month contract consistent with the duties and responsibilities of the Superintendent and qualifications for office. The Board shall pay the Superintendent an annual base salary of \$265,000 for fiscal year 2025 (covering July 1, 2024-June 30, 2025) prorated for the remainder of this fiscal year. Each year's salary shall be payable in 12 equal annual installments with applicable federal and state withholdings made from the gross amount of each installment. Board and Superintendent may mutually agree to adjust the salary of the Superintendent during the term of this Agreement, but in no event shall she be paid less than the salary set forth herein. Any adjustment in salary made during the term of this Agreement shall be in the form of an amendment and become part of the agreement, but it shall not be deemed that the Board and Superintendent have entered

into a new contract nor that the termination date of the existing contract has been extended.

In addition to the base salary, the Board will pay 12.5% of the base salary to a tax-deferred retirement account of the Superintendent's choice. This distribution shall be paid in twelve (12) monthly installments each year.

Benefits.

In addition to the annual compensation set forth above, the District will provide on behalf of the Superintendent all of the financial benefits provided twelve-month administrative employees of the District, with the exception of professional development pay. These benefits include, but may not be limited to, retirement contributions to URS pension plans, tax contributions for FICA, Medicare, health, dental and life insurance, technology supplies, professional development, and benefits in the Park City Administrative Agreement that are not otherwise specifically addressed in this Contract such as the Doctoral stipend annually.

6. Work Schedule.

The Superintendent's rate of pay set forth herein is based on a twelve-month contract. The Superintendent shall devote such time and energy as are necessary to perform the duties specified during normal business hours, but it is expressly agreed that the duties of this position will require the Superintendent to work during times other than normal business hours. The Superintendent shall discharge such duties without additional remuneration.

7. Outside Activities.

The Superintendent shall devote her time, attention and energy to the business of the District. However, she may serve as a consultant, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration at her discretion, provided they do not detract from the faithful completion of her work and duties on behalf of the District. Such activities which require the Superintendent to be absent from the District for more than three (3) working days shall be brought to the Board for approval. Provided the Superintendent chooses to use vacation leave to perform outside activities, she shall retain any honoraria or other compensation paid. In no case shall the Board and/or District be responsible for any expenses attendant to the performance of such outside activities.

8. Evaluation.

The Board shall evaluate the Superintendent's performance at least once per year via submission of the Superintendent's performance portfolio or through the use of such

other evaluation tool as may be selected by the Board in its reasonable discretion. The evaluation may include, among other things, reviews of the academic progress of students in the District, the District's performance against budget, the morale and good will of the employees of the District and satisfaction and good will of the patrons of the District, and other such topics as seen fit by the Board. This evaluation and assessment shall be reasonably related to the position description of Superintendent and the goals and objectives of the Board for the year in question. This evaluation is to take place in a closed executive session held with the Superintendent. The results of the evaluation shall be considered by the Board in determining whether to award a performance bonus pursuant to paragraph 9. The parties mutually understand and agree that the Superintendent's evaluation is classified as a private record pursuant to Utah Code § 63G-2- 302(2)(a) and Board Policy 4020, Section III.B.3.b.

10. Employee Sick and Vacation Leave.

The Superintendent shall receive Paid Time Off (PTO), which may be used for purposes of illness or personal leave. The Superintendent shall receive 15 annual days of PTO leave, the use and accrual of which shall be on the same terms as other 12-month District Office administrative employees. PTO days may be accumulated from year to year with a maximum accrual of up to one hundred and twenty (120) days, unless granted otherwise by policy or active pilot. Upon termination of employment a percentage of unused accrued PTO will be paid out for the max percentage as allowed in Board Policy 7130 or a pilot program in place, regardless of the number of years or days/hours.

The Superintendent will be allowed up to 20 days vacation annually (maximum accrual of up to sixty (60) days), which shall be subject to accrual and roll over from year-to-year as provided in Board Policy 7075. Upon termination of employment, up to thirty (30) accrued unused vacation days may be sold back to the Board. For each such day, the Superintendent shall receive an amount equal to the Superintendent's daily rate of pay in the most recent fiscal year. The Superintendent may elect to have these days paid directly to the Superintendent or to an investment account of the Superintendent's choosing.

11. District Vehicle.

The District will provide to the Superintendent a vehicle which may be used by her for her use as needed in conducting the business of the District. It is understood that, while the vehicle is to be used primarily in conducting the business of the District, this does not preclude the Superintendent from limited personal use of the vehicle to the extent that will facilitate convenience and efficiency in assisting the Superintendent in managing her duties as superintendent and her personal responsibilities.

12. Professional Development Activities, Expenses, and Reimbursements.

The Board encourages the continuing professional growth of Superintendent and for her to explore best education practices and programs that will be beneficial to the District through her participation, as she might decide in light of her responsibilities of Superintendent, in:

- A. the operations, programs and other activities conducted or sponsored by local, state, and national school administrators and school boards associations.
- B. seminars and courses offered by public or private educational institutions;
- C. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform her professional responsibilities for the Board.

The District shall pay all out-of-pocket business-related expenses for travel and all legally valid expenses and fees for attendance at pre-approved professional conferences and meetings in accordance with Policy 4010, as well as all expenses incurred by the Superintendent in executing above mentioned duties that are submitted and approved in accordance with existing and future policies and procedures established by the Board. Additionally, The District will pay on behalf of the Superintendent memberships in professional organizations that will provide a meaningful benefit to the Superintendent and the District, and will pay reasonable costs of the Superintendent to subscribe to significant professional journals and other literature.

Professional Liability.

The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity, or in her official capacity an agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of her employment and excluding criminal litigation. Except that, in no case shall individual board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

If in the good faith opinion of the Superintendent and the Board's legal counsel, a conflict or potential conflict exists as regards to the defense to such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage counsel in which event the Board shall indemnify the Superintendent for the costs of legal defense if that for which legal counsel is needed is determined to have been within the scope of employment of the Superintendent.

The Board shall not, however, be required to pay any costs of any legal proceedings in the event the Board and Superintendent have adverse interest in such litigation unless it is determined that the Superintendent was acting within the scope of her employment, in which case her costs for legal defense shall be borne by the Board.

13. Termination of Employment Agreement.

This employment contract may be terminated by:

A. Mutual agreement of the parties.

B. Retirement of Superintendent.

C. Disability of Superintendent. In the event of disability wherein the Superintendent is unable to perform the essential functions of her job with or without accommodation, the Board may terminate this contract by written notice to Superintendent at any time after Superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent from her employment for whatever cause for an additional continuous period of fifteen (15) days. All obligations of the Board shall cease upon such termination. 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 Superintendent has a continuing disability which prohibits her from performing her duties.

D. Termination for Cause: Nothing herein shall be construed as preventing the Board from terminating the Superintendent's employment for cause. Cause shall constitute any action by the Superintendent, which the Board deems to be prejudicial to the District and not in accordance with the professional duties and responsibilities of the Superintendent or the laws of the State of Utah, including but not limited to insubordination. In event of termination for cause, the Superintendent shall have the right to receive written charges either in person or by mail. The termination will be effective 30 days after the Superintendent receives the written charges, but the Board may suspend the Superintendent with pay during the 30-day period. Within 7 days after receiving the written charges the Superintendent shall have the right to request a fair and impartial hearing before the Board or at the Board's election, a hearing officer appointed by the Board to make a recommendation regarding the termination. If the Superintendent chooses to be accompanied by legal counsel at such hearing, the Superintendent shall personally bear any cost of the same. Unless otherwise directed by the Board, the Superintendent's employment is terminated at the end of the 30-day period. In the event of termination for cause, the Superintendent shall have no further rights of any kind under this Agreement.

E. Unilateral Termination by the Board. The Board may, at its option, unilaterally terminate this contract by paying the Superintendent severance equal to the lesser of

(a) twelve months of compensation and benefits or (b) if less than twelve months remains in the term of the Agreement, the compensation and benefits Superintendent would have been entitled to receive during the remaining term. At the Board's discretion this severance may be paid in a lump sum or equal monthly payments.

F. **Unilateral Termination By Superintendent.** If the Superintendent believes she can no longer give effective leadership to the District she may elect to resign from and terminate employment under this contract. Superintendent shall promptly notify the Board should she elect to apply for other employment. Superintendent agrees to give the District not less than 30 days advance written notice of her election to terminate employment. In the event the Superintendent decides to leave her employment without providing such 30-day advance written notice, the Superintendent will pay to the District an early termination penalty of \$2,000.

G. **Death of Superintendent.** In the event of the death of the Superintendent, her heirs shall be paid all accumulated earnings including vacation and death benefits.

14. Commitment to contract.

The Superintendent shall not seek another position without giving notification to the Board and shall serve her full appointment term unless formally released by the Board

15. Reclassification.

It is expressly understood and agreed that the Board shall have the right at any time in its sole discretion to reclassify the Superintendent to another position in the district for which the Superintendent is legally qualified. In that event, the Superintendent shall perform all acts and duties incident to the position to which the Superintendent is reclassified. However, the Superintendent's compensation shall not be reduced below that established by this contract.

16. Entire Agreement.

A. If during the term of this Agreement it is found that a specific clause of this Agreement is declared unlawful, the remainder of the contract not affected by such a ruling shall remain in force.

B. This writing constitutes the entire agreement between the parties with respect to the subject matter set forth herein and any other agreements, negotiations, or discussions, whether written or oral, are hereby superseded.

C. hereto. This Agreement may not be modified except in writing signed by both parties.

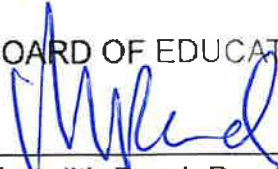
1. Costs and Fees. In the event of breach of any of this Agreement, the breaching party shall pay costs and attorney's fees in connection with the enforcement of this Agreement whether suit is filed or not.

This Agreement was approved by vote of the Board of Education of Park City School District at a public meeting duly held on January 28, 2025, and has been made a part of the minutes for that meeting.

SUPERINTENDENT

 1.29.2025
Lindsay Huntsman Date

BOARD OF EDUCATION OF PARK CITY SCHOOL DISTRICT

 29 Jan 2025
Meredith Reed, President Date