



## **EMPLOYMENT CONTRACT**

For the Position of Superintendent of Park City School District

This Employment Contract (“Contract”) is by and between the Board of Education of Park City School District (the “Board”) and Lyndsay Huntsman (the “Superintendent”). It is hereby CONTRACTED AND AGREED between the parties as follows:

### **1. Term**

- a. The Superintendent is hereby appointed and accepts the appointment as Superintendent of Schools of the District for the term of July 1, 2025 and ending June 30, 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**

- a. The Board will annually consider the renewal of this Agreement for a new two-year term. For avoidance of doubt, before the June Board Meeting of the first 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.
- b. 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 January 15 of the year in which the two-year term expires.
- c. In the absence of a written renewal extending the term, this Agreement shall automatically expire at the end of term set forth in section 1 above, or when a successor is appointed if after June 30, 2027, 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**

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

### **4. Duties**

- a. The Superintendent shall perform the specific duties designated by statute, together with responsibilities assigned by the Board from time to time.
  - i. The Superintendent shall serve as the executive officer of the Board and as the supervisor of all staff and activities of the District.
  - ii. The Superintendent is responsible to direct the work of all employees and volunteers of the District, including the business administrator, any executive directors, directors, and office staff, together with all school administrators, teachers and employees.
  - iii. The Superintendent is responsible to the Board to implement specific assigned directives, programs and activities, so long as such directives, programs and activities comply with state law.
  - iv. 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.
  - v. The Superintendent, as Executive 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.

- vi. 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; and shall select all personnel except the Business Administrator, subject to approval of the Board.
- vii. The Superintendent shall have the right to attend all Board meetings, except closed meetings limited to deliberations regarding the Superintendent, and all Board and citizen committee meetings, serve as an ex-officio member of all 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, expressly provided by the Board, and such action shall not constitute termination of this Agreement.

## **5. Compensation, Leave, and Benefits**

### **a. Salary**

- i. The Board shall pay the Superintendent an annual base salary, which is 22% above the top step and lane on the FY26 district administrators' salary schedule. Effective July 1, 2027 the percentage shall be 22% above the FY27 district administrators. Each year, the salary shall be payable in 12 equal monthly installments with applicable federal and state withholdings deducted from the gross amount of each installment, in accordance with state and federal payroll laws.



- ii. 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.

b. Benefits

- i. Except as otherwise specifically addressed in this Contract, the Superintendent shall receive all benefits, including but not limited to, retirement contributions to URS pension plans, tax contributions for FICA, Medicare, health, dental and life insurance, technology supplies, professional development, and professional expense account applicable to other 12-month Park City administrative employees, as identified in the Park City Administrative Agreement. The Board shall be the full costs of all health, dental and insurance benefits provided to the Superintendent and the Superintendent shall have no obligations to pay for any portion of the premiums associated with the provision of such benefits, as set forth below in subsection 5.b.iv.
- ii. The Superintendent will receive the economic support stipend.
- iii. All state and federal laws that apply to public employee benefits apply to the Superintendent, unless specifically waived in this Contract.
- iv. Health insurance coverage for the Superintendent and eligible dependents will be provided at the District's expense, including, but not limited to, the full premium cost of the PEHP - Medical Gold insurance plan and any associated benefits that were previously the responsibility of the employee including, but not limited to vision, dental, voluntary life, etc.



## **6. Hours of Work**

- a. The Superintendent's salary 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**

- a. 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 during the Term, provided such activities 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 expense's attendant to the performance of such outside activities.

## **8. Evaluation**

- a. The Board shall evaluate the Superintendent's performance at least once per year using the tool developed by Utah School Boards Association



(USBA).

- b. The Board and Superintendent shall set annual goals for the Superintendent. Goals shall be set prior to August 30th of each year.
- c. This evaluation shall be reasonably related to the position description of the 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.
- d. 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.

#### **9. Paid Time Off (PTO) and Vacation Leave**

- a. The Superintendent shall receive PTO, which may be used for purposes of illness or personal leave. The Superintendent shall receive 16 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 eighty (180) 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.
- b. 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.

#### **10. 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.

- a. Any maintenance or service for the vehicle will be covered at the district's expense.

#### **11. Professional Development Activities, Expenses, and Reimbursements**

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



- b. 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.
- c. 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.

## **12. Hold Harmless**

- a. To the extent permitted by Utah law, and not covered by District insurance policies, the District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, causes for actions, suits, actions, and legal proceedings brought by a third party against the Superintendent in her individual capacity or in her official capacity as an agent and employee of the District; provided, however, that the incident giving rise to such demands or claims occurred while the Superintendent was acting in a reasonable and professional manner and within the scope of her employment.
- b. 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.



- c. 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**

- a. This employment contract may be terminated by:

- i. Mutual agreement of the parties.

- ii. Retirement of Superintendent.

- iii. Disability of Superintendent.

- 1. 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.

- iv. Termination for Cause



1. The Superintendent's rights as it relates to termination of employment are exclusively governed by this Contract. The Superintendent has no expectation of continuing employment and no right to due process except as specified
2. herein. Nothing in this Contract shall be construed to limit the ability of the district to place the Superintendent on paid administrative leave during the pendency of any investigation of alleged misconduct by the Superintendent.
3. At any time during the Term, the Superintendent may be subject to termination for cause. For purposes of this Contract, "cause" means
  - a. a material breach of this Contract, after notice of breach and a reasonable opportunity to cure;
  - b. a conviction in a court of law for a felony or any crime or offense involving misuse of District funds or property or of a sexual offense or a crime against a child;
  - c. the Superintendent's intentional failure to perform a lawful, good faith directive of the Board Which is consistent with Board policy and with applicable law and within the scope of Superintendent's duties and responsibilities under this Contract, and which failure is not cured by the Superintendent within thirty (30) days of notice.
4. If the Board believes it has cause for terminating the Superintendent, the Board shall give the Superintendent advance written notice of the Board's intent to terminate at least 30 days before the termination date. The Superintendent will be suspended with pay during that



period.

5. The Superintendent shall be given an opportunity for a fair and impartial hearing before the Board or an independent hearing officer (if assigned by the Board) during the 30-day period. The Board or a designated hearing officer shall determine the format, timeline, and procedures for the hearing; provided, however, that the Superintendent shall have the right to be present and to be heard, to be represented by counsel at her own expense and to present through witnesses any testimony relevant to the hearing, as well as documentary evidence. Unless otherwise directed by the Board, the Superintendent's employment is terminated at the end of the 30 days provided that an allegation of cause is affirmed based upon evidence presented at the hearing.
6. The Board shall give the Superintendent reasonable advance written notice of the charges, a summary of the evidence and copies of any documents in support of the charges.
7. The Superintendent shall be responsible for legal and other expenses which may be incurred in the Superintendent's defense.
8. If the Superintendent is reinstated by the Board, legal expenses shall be reimbursed by the Board along with all back salary/vacation/leave payments will be reinstated.
9. If the Board sustains the dismissal for cause consistent with procedures provided in this section, the Superintendent shall not be entitled to any severance pay, salary or benefits (except for payment for accrued, but unused PTO/vacation leave provided for in Section 9).



b. Unilateral Termination by the Board

- i. During the Term, or any renewals, the Board may, at its option, unilaterally terminate this contract upon at least thirty (30) days advance written notice to the Superintendent provided that the Board pays the Superintendent severance in an amount equal to the lesser of (a) twelve months of compensation and benefits received by the Superintendent at the time of termination, or (b) if less than twelve months remains in the Term, the compensation and benefits Superintendent would have been entitled to receive during the remainder of the term. At the Board's discretion this severance may be paid in a lump sum or equal monthly payments.

c. Death of Superintendent

- i. 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**

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

**15. Reclassification**

- a. 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 if she is removed as Superintendent in accordance with the provisions of this Contract. In that event that the Superintendent is so removed, the Board agrees to reassign her to a position in the District to a role within the District that is consistent with her experience and qualifications. If no position is open or vacant, the District will establish a



position for the Superintendent. The Superintendent shall retain her salary and benefits that she received at the time of the reassignment, unless otherwise agreed upon in writing. The reassigned position shall not constitute a demotion but rather a transition to a role that aligns with Superintendent's expertise and contributions to the District. 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 for any reasons from the compensation she received at the time of the reassignment.

#### **16. Reimbursement of Expenses**

- a. The District shall reimburse the Superintendent for all reasonable and necessary business-related expenses incurred in the performance of her duties under this Contract, including but not limited to travel, lodging, meals, mileage, registration fees, and professional dues, provided such expenses are consistent with applicable District policies and procedures and are supported by appropriate documentation. All reimbursements shall be made in accordance with Utah State Board of Education rules and state law.

#### **17. 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. This Agreement may not be modified except in writing signed by both parties.



**18. Costs and Fees**

- a. 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.

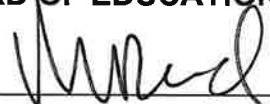
This Agreement was approved by vote of the Board of Education of Park City School District at a public meeting duly held on June 17, 2025, and has been made a part of the minutes for that meeting.

**SUPERINTENDENT, PARK CITY SCHOOL DISTRICT**

  
\_\_\_\_\_  
Lyndsay Huntsman, Superintendent

6.17.2025  
\_\_\_\_\_  
Date

**BOARD OF EDUCATION, PARK CITY SCHOOL DISTRICT**

  
\_\_\_\_\_  
Meredith Reed, President

6.17.2025  
\_\_\_\_\_  
Date