

# EMPLOYMENT CONTRACT

## For Position of Business Administrator of Park City School District

This Employment Contract ("Contract"), made and entered into this 19 day of June, 2018 by and between the Board of Education of Park City School District ("the Board") and Todd Hauber ("Business Administrator" or "BA").

### I. TERM

The Board hereby appoints and Business Administrator hereby accepts employment as the Business Administrator of Park City School District ("the District") for a term of two years commencing July 1, 2018 and ending June 30, 2020. The Board will notify the Business Administrator in writing by February 1 of each year to discuss the Board's intent regarding Contract renewal. Without an affirmative renewal notice, the Business Administrator's employment will terminate June 30, 2020 or when a successor is appointed, whichever occurs first.

### II. RESPONSIBILITIES, DUTIES AND AVAILABILITY OF BUSINESS ADMINISTRATOR

The BA shall faithfully perform the services prescribed by the Board whether such services are specifically described in this Contract, in a general job description or in a letter or directive signed by the Superintendent or the Board President, and abide by the policies, rules and regulations established by the Board, the Utah State Board of Education, and the Utah State Legislature.

A. Oath of office. The BA shall take the oath of office as required under U.C.A. §53A-3-302(4).

B. Duties of BA. Subject to the direction of the Superintendent, the BA shall:

1. attend all meetings of the Board, keep an accurate record of the Board's proceedings, and have custody of the seal and records;
2. act as custodian of District funds:
  - a. be responsible and accountable for all money received and disbursed;
  - b. keep accurate records of all revenues received and their sources;
3. countersign with the Board president all warrants and claims against the District;
4. prepare and submit a monthly written report of the District's receipts and expenditures;
5. use uniform budgeting, accounting and auditing procedures and forms provided and/or approved by the Utah State Board of Education which shall be consistent with generally accepted accounting principles and auditing standards and all Utah laws and rules;

6. prepare and submit to the Board a detailed annual statement for the period ending June 30 of the District revenue and expenditures, including beginning and ending fund balances for the District;
7. assist the Superintendent in the preparation and submission of budget documents and statistical and fiscal reports required by law or the Utah State Board of Education;
8. ensure that adequate internal financial and auditing controls are in place to safeguard the District's funds; and generally perform all duties incident to the office of BA; and
9. perform such other duties as the Superintendent or Board may direct from time to time.

C. Hours of Work.

1. The BA position is intended to be full-time and the BA shall attend to those duties during normal working days and hours.
2. The BA is not generally expected to perform duties on weekends or designated holidays, but the BA shall be available, as and if directed by the Superintendent or the Board.
3. The BA shall inform the Superintendent of any necessary extended absence from the District and shall provide contact information, as directed by the Superintendent.

D. Outside activities.

1. The BA shall devote his time and attention to the business of the Board and the District. However, the BA may, on personal time on a paid or unpaid basis, consult with other school districts or educational agencies, lecture, teach, accept writing or speaking engagements, all of which shall be of a short term duration that do not detract or conflict in any way from the BA's duties under this Contract.
2. The BA is solely responsible for all required taxes and payments received for outside activities.
3. The BA shall receive approval from the Superintendent for outside activities that are significant or long term.

E. Professional Growth and Memberships of BA.

1. The Board encourages the continuing professional growth of the BA through:
  - a. programs and activities of school administrator and school boards associations;
  - b. memberships in or subscriptions to professional organizations or professional journals or online trainings that will significantly benefit the District.
2. The Board expects the BA to explore best financial and education practices and programs that will benefit the District. The Board shall pay all legitimate expenses, fees for attendance and necessary travel and per diem (at the rates approved for all District administrators) for all of the BA's professional registrations, memberships, activities and meetings. The Superintendent shall review and approve in advance all meetings, experiences, conferences, participation in activities, training or coaching

### III. **COMPENSATION, BENEFITS, AND LEAVE/HOLIDAYS**

#### A. Salary.

1. Effective July 1, 2018 the Board shall pay the Business Administrator an annual base salary of \$185,000 for fiscal years 2019 and 2020, each year's salary payable in 12 equal annual installments with applicable federal and state withholdings made from the gross amount of each installment.
2. In addition to the base salary, the Board will pay 10% of the base salary per fiscal year to a tax-deferred account of the BA's choice. This distribution shall be paid in twelve (12) monthly installments each year.

#### B. Benefits.

1. The BA shall receive all other 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, professional expense account applicable to other 12 month Park City administrative employees, as identified in the Park City Administrative Agreement that are not otherwise specifically addressed in this Contract.
2. All state and federal laws that apply to public employees also apply to the BA, unless specifically waived in this Contract.
3. The BA shall receive the Regional Housing and Travel Allowance (RHTA) provided to other District employees employed on a 12-month basis.
4. Contingent upon the adoption of a District-sponsored post-employment health insurance plan by the Board during the term of this Agreement, and provided the BA will be immediately eligible to participate in such plan regardless of any otherwise applicable minimum years of service requirement that may be adopted by the Board for participation in same. Eligibility shall be contingent upon submission and acceptance of retirement papers to Utah Retirement Systems and satisfaction of all other generally applicable program rules, with the exception of minimum years of service. Health insurance coverage for the BA will be paid at District expense for a maximum of five consecutive years after retirement or until the BA becomes eligible for Medicare, whichever occurs first.
  - a. If the five years of insurance coverage is provided before the BA is eligible for Medicare, the BA may purchase the District designated group health insurance policies at 106% of the regular District rate, after exhausting any COBRA rights, until he is eligible for Medicare health benefits. The payments for such extended coverage must be paid in advance no less frequently than quarterly. The BA must maintain continuous coverage, including any COBRA rights of purchase, with the District's designated group health insurance policies to receive benefits.

- #### C. Leave and holidays. The BA shall be entitled to Superintendent-approved annual holidays and personal days applicable to other 12 month Park City administrative employees as provided in Park City Board Policy 7075.

- D. Sick Leave. The BA shall receive 13 annual days of sick leave, consistent with terms of and applicable to other 12 month Park City administrative employees. Sick leave days may be accumulated from year to year to an accumulated total of 120 days, and will be paid out, as provided in Park City Board Policy 7130.
- E. Vacation days. In addition to personal leave days and holidays in III.C. above, the BA shall receive 20 annual vacation days and may accrue a maximum of 30 total vacation days, as provided in Park City Board Policy 7075. All unused vacation days, to a maximum of 30, may be accumulated by the BA and may be sold back to the Board at the termination of this Contract. For each accumulated vacation day (to a maximum of 30), the BA shall receive an amount equal to the BA's daily rate of pay in the most recent fiscal year.

#### IV. EVALUATION

- A. The Business Administrator's informal and formal evaluations shall be the responsibility of the Superintendent consistent with direction from the Board.
- B. The BA and the Superintendent shall set goals for the BA prior to August 31 of each year of the BA's Contract.
- C. Formal evaluation.
  - 1. The Board will hold a formal review in an executive session, held in accordance with State law, no later than June 30 of each year of the BA's Contract term for the purpose of reviewing the BA's evaluation, as conducted by the Superintendent.
  - 2. The Board's discussion shall be reasonably related to the BA's goals, as determined in consultation with the Superintendent, and the Board's goals and objectives.
  - 3. During the review session, the Superintendent and Board members shall provide observations and recommendations on how the BA's performance may improve.
  - 4. The time and date of the formal evaluation shall be agreed to by parties sufficiently in advance of the meeting to permit adequate preparation by all parties.

#### V. TERMINATION OF CONTRACT

- A. Mutual agreement. This Contract may be terminated by mutual agreement of the parties.
- B. Unilateral termination by Business Administrator.
  - 1. The BA may unilaterally terminate this Contract only upon 90 days prior written notice to the Board, during which period the BA shall continue to perform the duties of the BA unless otherwise excused by the Superintendent or the Board.
  - 2. In the event that BA fails to provide the required notice and perform duties as assigned, BA shall be obligated to pay the District the sum of \$3,000.00 which may be withheld by the Board from any compensation due to the BA.

C. Termination for cause.

1. At any time during the period of this Contract, the BA shall be subject to termination for cause, which includes but is not limited to:
  - a. a material breach of this Contract;
  - 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 BA's intentional failure to perform a good faith directive of the Superintendent or the Board.
2. If the Board believes it has cause for terminating the BA, the Board shall give the BA advance written notice of the Board's intent to terminate at least 30 days before the termination date. The Board may suspend the BA with pay during that period.
3. The BA shall be given an opportunity for a 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.
4. The Board shall give the BA reasonable advance written notice of the charges, a summary of the evidence and copies of any documents in support of the charges.
5. The BA shall be responsible for legal and other expenses which may be incurred in the BA's defense.
6. If the BA is reinstated by the Board, legal expenses shall not be reimbursed by the Board, but all vacation/leave payments will be reinstated.
7. If the Board sustains the dismissal for cause consistent with procedures provided in Subsection C and due process, BA shall not be entitled to any severance pay, salary or benefits (except for payment for accrued, but unused vacation/leave provided for in Section III. D. and E.).
8. Both parties expressly understand and agree that the BA has no expectation of continued employment beyond the term of this Contract.

D. Death of Business Administrator: This Contract shall automatically terminate upon the death of the BA.

**VI. RETURN OF DISTRICT PROPERTY**

No later than the final date of employment with the District, whatever the reason for separation, the BA shall return to the District all District property including but not limited to, files, computer flash drives or disks, laptop computer, keys, cell phones, personal electronic devices, documents, records, notebooks and similar repositories of information, if any, prepared and/or maintained by the BA which contain any manner of copies or originals of District materials. Unless otherwise agreed upon in writing, all intellectual property created by the BA in the BA capacity shall be owned by the District.

**VII. HOLD HARMLESS**

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 BA from any and all demands, claims, causes for actions, suits, actions, and legal proceedings brought by a third party against the BA in his individual capacity or in his 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 BA was acting in a reasonable and professional manner and within the scope of his employment.

**VIII. ASSIGNMENT**

This Contract shall not be assigned or delegated to any other party.

**IX. GOVERNING LAW**

This Contract shall be subject to and governed by all applicable laws of the State of Utah and by all duly adopted and applicable District policies and rules now in effect or hereafter adopted by the Board.

**X. SAVINGS CLAUSE, BINDING AFFECT, AND AMENDMENT**

- A. If, during the term of this Contract, it is found that a specific provision or clause of the Contract is illegal under federal or state law, the remainder of the Contract not affected by such ruling, shall remain in full force and effect.
- B. This Contract may only be modified or amended pursuant to the written and signed agreement of both parties.
- C. This Contract represents the full, complete and final agreement of the parties, notwithstanding previous written or verbal agreements, and fully supersedes and replaces any prior written agreements regarding the employment of the BA.


BUSINESS ADMINISTRATOR



For the PARK CITY  
BOARD OF EDUCATION



DATE



DATE

