

EMPLOYMENT AGREEMENT  
FOR PARK CITY SCHOOL DISTRICT  
SUPERINTENDENT OF SCHOOLS

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 Jill Gildea (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 a term commencing no later than August 1, 2018 and ending June 30, 2020. The Superintendent shall use her best efforts to commence her employment on July 1, 2018, however, her inability to do shall not constitute a breach of this agreement. 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 notify the Superintendent in writing by February 1, 2020, if this contract will be renewed for an additional two (2) year period beginning July 1, 2020. In the absence of a written renewal, this Agreement shall automatically expire at the end of its term, 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 or any renewal thereof.
3. **Professional Certification.** The Superintendent shall, at all times during the term of this Agreement and any extension thereof, 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 assistant superintendents 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 make final hiring decisions for all employees of the District except the Business Administrator, subject to approval of the Board.
- The Superintendent shall have the right to attend all the Board meetings, all 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. The Superintendent shall be permitted to attend closed meetings of the Board, with the exception of meetings closed for the purpose of conducting discussions regarding the Superintendent.

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 annual compensation for the term of this appointment is two hundred thirty-five thousand dollars (\$235,000) per year. The Board and Superintendent may mutually agree to adjust the salary of Superintendent during the term of this Agreement, but in no event shall she be paid less than the initial salary above. 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.

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 a total of more than three (3) working days shall be brought to the Board for approval. Provided Superintendent chooses to use vacation leave to perform outside activities, she shall retain any honoraria or other compensation paid. Otherwise, honoraria or other compensation paid Superintendent in connection with these activities shall be transferred to the Board. 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. 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.

9. **Benefits.** In addition to the annual compensation set forth above and other benefits as specifically set forth herein, the District will provide on behalf of the Superintendent the following financial benefits provided twelve-month administrative employees of the District:

- A. Technology supplies which include a computer, cell phone and data plan. Replacements will be provided under the District replacement schedule. The equipment remains district property. The Superintendent will use the equipment within District policy (Policies 5010 and 9110). In the event of damage to a district issued computer, the Superintendent will be responsible for a \$100.00 deductible.
- B. Professional Expense Account of \$1,000 annually which may be used for professional expenses and staff support activities.
- C. Health, dental and life insurance plans offered by the District. The Superintendent will be responsible to pay premiums, deductibles, and other out-of-pocket expenses as identified in the plans.

Contributions for FICA, Medicare, and tax withholdings shall be as required by law and as elected by Superintendent. Retirement contributions to Utah Retirement Systems shall be made by the District to the extent required by applicable law and as elected by Superintendent.

10. **Employee Sick and Vacation Leave.** The Superintendent shall be entitled to accrual and use of ten (10) days per year of sick leave (maximum accrual of up to one hundred and twenty (120) days), vacation leave of twenty (20) days per year (maximum accrual of up to thirty (30) days), and other forms of leave on the same basis as authorized by District policy for all administrative employees serving under twelve (12) month contracts.

11. **District Vehicle.** In light of the unique nature of the professional duties of the Superintendent, the Board shall provide Superintendent with access to a District vehicle for District business. Provided Superintendent resides within the boundaries of the District said vehicle may be assigned to Superintendent on a full-time basis and used by Superintendent to commute between Superintendent's residence and District offices and for other routine personal use. In the event Superintendent resides outside the District, said vehicle may not be taken home and shall not be used for Superintendent's day-to-day commute, but shall be at the Superintendent's disposal and available for her use in connection with the conduct of District business.

12. **Housing Benefit.** In light of the unique position of the Superintendent in the community and the nature of the Superintendent's professional duties—which require long hours and frequent attendance at events and meetings outside of regular hours—it is the mutual desire of both Superintendent and the Board that the Superintendent reside within the District. While acknowledging that the Board is prohibited from requiring the Superintendent to reside within District boundaries, Superintendent acknowledges and agrees that it is her wish to reside within the community she serves. In furtherance of their mutual desire and due to the limited availability of affordable housing within the District, the Board and Superintendent agree as follows:

- A. The Board may, in its sole discretion, elect to lease or purchase a residence within the boundaries of the District for use by the Superintendent during the term of this Employment Agreement and any renewal thereof. Provided that Superintendent (i) has not already purchased a residence, and (ii) is held financially harmless as to any lease agreement she may have already entered into, Superintendent agrees to reside in such residence. Superintendent shall be responsible to pay for all utilities (heat, water, electricity, cable/internet), yard care, snow removal, and other routine maintenance, cleaning, and upkeep. Superintendent shall abide by all terms of any lease agreement entered into by the District in furtherance of same.
- B. The Board and Superintendent shall cooperate in good faith to timely make housing arrangements pursuant to this paragraph. In the event the Board elects to lease or purchase a residence pursuant to 12.A. above, it shall do so in consultation with Superintendent in an effort to ensure said residence meets the reasonable requirements of Superintendent.
- C. The Superintendent shall immediately vacate said residence upon the expiration or other termination of this Agreement and shall have no right to remain in possession except as may otherwise be agreed in a duly authorized writing signed by both the Board and Superintendent.

13. **Relocation Costs.** The District will reimburse Superintendent up to ten-thousand dollars (\$10,000) for documented moving costs associated with the moving of Superintendent's household effects. Documentation of said expenditures and request for reimbursement shall be submitted no later than December 15, 2018, provided a suitable long-term residence has been obtained by such date.

14. **Professional Development Activities, Expenses, and Reimbursements.** 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. The Board expects the Superintendent to explore best education practices and programs that will be beneficial to the District. The District will pay reasonable expenses for the Superintendent to participate in such professional meetings and conferences with the understanding that the Superintendent will seek prior approval of the Board with respect to such conferences and meetings. Such meetings and conferences shall not exceed ten (10) days per year. The District

will also reimburse out-of-pocket business-related expenses of up to seven thousand five hundred dollars (\$7,500) per year, including travel as outlined in Policy 4010, 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.

15. **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. If a question exists concerning the capacity of the Superintendent to return to or perform her duties, the Board may require Superintendent 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 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 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 Employment Contract.:

- E. Unilateral Termination by the Board. The Board may, at its option, unilaterally terminate this contract by paying the Superintendent severance equal to six months of compensation and benefits. At the Board's discretion this severance may be paid in a lump sum or six equal 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 ninety (90) days advance written notice of her election to terminate employment. In the event the Superintendent decides to leave her employment without providing such 90-day advance written notice, the Superintendent will pay to the District an early termination penalty of ten thousand dollars (\$10,000).
- 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 provided all other twelve-month employees.

16. **Entire Agreement.**

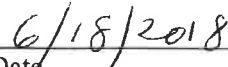
- A. If during the term of this contract it is found that a specific clause of this agreement is declared unlawful, the remainder of the contract not affected by such a ruling shall remain in force.
- B. This writing constitutes the entire agreement between the parties with respect to the subject matter set forth herein and any other agreements, negotiations, or discussions, whether written or oral, are hereby superseded.
- C. This contract may not be modified except in writing signed by both parties hereto.

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

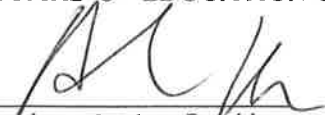
This Employment Agreement was approved by vote of the Board of Education of Park City School District at a public meeting duly held on \_\_May 25\_\_\_\_, 2018, and has been made a part of the minutes for that meeting.

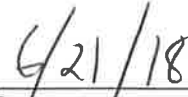
SUPERINTENDENT

  
Jill Gildea

  
Date

BOARD OF EDUCATION OF PARK CITY SCHOOL DISTRICT

  
Andrew Caplan, President

  
Date