

JUAB SCHOOL DISTRICT BUSINESS ADMINISTRATOR AGREEMENT

THIS BUSINESS ADMINISTRATOR EMPLOYMENT AGREEMENT (“Agreement”) is effective beginning July 1, 2025 and is entered into on the date set forth below, by and between the Juab School District Board of Education (“Board”) and Darin Clark, CPA (“Clark”), for the purpose of memorializing the agreement and understanding of the parties regarding Clark’s employment by the Board.

RECITALS

WHEREAS, Board desires to employ Clark to be the Business Administrator of Juab School District (“JSD”) consistent with the terms set forth herein;

WHEREAS, Clark desires to be employed as the JSD Business Administrator consistent with the terms set forth herein;

WHEREAS, the parties desire to memorialize the terms of the employment relationship between them, and

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the receipt and sufficiency of which are expressly acknowledged, the parties agree as follows:

TERMS

Section 1 – Employment

The Board has voted to employ Clark as its Business Administrator (“Business Administrator”). Accordingly, Board hereby employs Clark as JSD’s Business Administrator and Clark hereby accepts such employment, subject to the terms, conditions and limitations hereof.

Section 2 – Term

The term of this Agreement is for two (2) years commencing July 1, 2025 and ending June 30, 2027.

Section 3 – Duties & Responsibilities

Clark shall faithfully perform the services prescribed by the Board whether such services are specifically described in this Agreement or in a general job description, and abide by the policies, rules and regulations established by the Board, the Utah State Board of Education, and the Utah State Legislature. In particular, Clark shall be custodian of all JSD funds, be responsible and accountable for all money received and disbursed, and keep accurate records of all revenues received and their sources. Clark shall assist the superintendent in the preparation

and submission of budget documents and statistical and fiscal reports required by law or the state board.

Section 4 – Professional Growth & Licensure of Business Administrator

The Board encourages Clark's continuing licensure as a certified public accountant and his professional growth through his participation, as he might decide in light of his responsibilities as Business Administrator, 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; and
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Clark to perform his professional responsibilities for the Board.

JSD shall pay the following for Clark 1) 80 hours of continuing professional education every two years including one out-of-state conference every other year, 2) all certified public accountant licensure fees, 3) dues and membership to the AICPA, UACPA, and GFOA, and 4) all legally valid expenses and fees for attendance at pre-approved professional conferences and meetings in accordance with the travel policies of JSD.

Section 5 – Compensation.

At the inception of this Agreement, the Board shall pay Business Administrator an annual salary of \$ 167,846. This amount shall increase by the amount of any cost of living increase received by other JSD administrators during the term of this Agreement. The Board and Clark may mutually agree to adjust the salary of Clark during the term of this Agreement, but in no event shall Clark be paid less than the initial salary above. Other than the cost of living increase, any adjustment in salary made during the life of this Agreement shall be in the form of a written amendment signed by both parties and shall become part of this Agreement, but it shall not be deemed that the Board and Clark have entered into a new agreement or that the termination date of this Agreement has been extended. Clark' salary for any subsequent years will be determined at the time of a renewal or extension of Clark' term by negotiation between Clark and the Board.

Section 6 – Other Benefits & Vacation

- 6.1 Clark shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with JSD, including, but not limited to, illness benefits, health & dental insurance and leaves, any other forms of insurance protection, retirement program, personal days and other administrative employee benefits. Additionally, Clark will be

entitled to twenty (20) vacation days each year. Clark must notify the Board in advance of using five (5) or more consecutive vacation days. Ten (10) vacation days can be carried over each year. Clark may accumulate no more than thirty-five (35) vacation days during the term of this Agreement or any extensions thereof. Clark may be paid out for unused vacation days at his contracted daily rate.

- 6.2 The Board shall provide Clark with an automobile for school business and reasonable personal use. This automobile shall be the property of JSD and shall be maintained by JSD. The Board shall also provide Clark with a stipend for a cell phone in an agreed upon amount. The stipend shall be no less than \$100 a month.

Section 7 – Professional Liability

- 7.1 The Board agrees that it shall defend, hold harmless, and indemnify Clark from any and all demands, claims, suits, actions and legal proceedings brought against Clark in his individual capacity, or in his official capacity as agent and employee of the Board, provided the incident arose while Clark was acting within the scope of his employment. Except that in no case shall individual board members be considered personally liable for indemnifying Clark against such demands, claims, suits, actions and legal proceedings.
- 7.2 If in the good faith opinion of Clark 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 Clark and the legal position of the Board, Clark may engage counsel in which event the Board shall indemnify Clark 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 Clark.
- 7.3 The Board shall not, however, be required to pay any costs of any legal proceedings in the event the Board and Clark have adverse interest in such litigation unless it is determined that Clark was acting within the scope of his employment, in which case his costs for legal defense shall be borne by the Board.

Section 8 – Evaluation

On or prior to the established date of each succeeding school year, the parties shall meet to establish district financial goals and objectives for the next succeeding school year and beyond. The Board shall during the term of this Agreement review with Clark his progress toward established goals, and working relationships among Clark, the Board, and the Superintendent. Additional such sessions may be held at the request of either party.

Section 9 – Termination of Employment Agreement

- 9.1 This Agreement may be terminated at any time upon mutual agreement of the parties.
- 9.2 This Agreement shall be terminated upon Clark' determination to retire.
- 9.3 This Agreement may be terminated upon the disability of Clark as disability is defined herein.
 - 9.3.1 In the event of disability wherein Clark is unable to perform the essential functions of his job with or without accommodation, the Board may terminate this Agreement by written notice to Clark at any time after Clark 1) has exhausted any accumulated sick leave and such other leave as may be available and 2) has been absent from his employment for whatever cause for an additional continuous period of ninety (90) days. All obligations of the Board shall cease upon such termination.
 - 9.3.2 If a question exists concerning the capacity of Clark to return to or perform his duties, the Board may require Clark 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 Clark has a continuing disability which prohibits him from performing his duties.
 - 9.3.3 Nothing in this Agreement shall be interpreted as requiring the Board to terminate Clark if he is temporally unable to perform his duties due to disability.
- 9.4 This Agreement may be terminated for cause at any time upon the Board providing written notice to Clark of its intent to terminate him for any one of the following events occur during the term of this Agreement:
 - a) Clark' conviction in a court of law of a felony, or any crime or offense involving misuse or misappropriation of money or other property;
 - b) Clark' failure or refusal to perform specific directives of the Board, which directives are consistent with Board policy and with applicable law and within the scope and nature of Clark' duties as Business Administrator, which failure is not remedied by Clark within 30 days after written notice. This provision applies to directives from the Board as a body and not to directives from individual board members unless the Board has authorized a board member to provide directives to Clark on behalf of the Board;

- c) The performance of any willful or intentional act
 - 1) directed toward a child which would be considered a violation of Utah's criminal code;
 - 2) which would be considered a felony under Utah's criminal code or places Clark on the Utah sex offender registry;
 - 3) which would be grounds for license revocation by an applicable administrative body such as the Utah Professional Practices Advisory Commission.

9.4.1 Clark has the right to written charges. The termination will be effective 30 days after Clark receives the written charges in person or by certified mail, but the Board may suspend Clark with pay during the 30-day period. Clark has the right to notice of hearing and a fair and impartial hearing before the Board during the 30-day period. At any hearing before the Board, Clark shall have the right to be present and heard, to be represented by counsel at his expense, and to present through witnesses any evidence relevant to the issue. Unless otherwise directed by the Board, Clark' employment is terminated at the end of the 30 days.

9.4.2 In the event of termination for cause, Clark shall have no further rights of any kind under this Agreement. Nothing in this Agreement shall be deemed to limit any other rights and remedies the Board or JSD may have against Clark.

9.5 The Board may, at its option, unilaterally terminate this Agreement by giving written notice to Clark and by paying twelve (12) months compensation and benefits. At the Board's sole discretion, the compensation required by this clause may be paid in a lump sum or in twelve equal monthly payments. During the twelve (12) months after receiving notice of unilateral termination, Clark shall perform such duties as the Board may reasonably request provided it does not conflict with any employment Clark may accept after notice of unilateral termination.

9.6 If Clark no longer believes he can give effectively perform his duties to JSD, he may unilaterally terminate this Agreement upon 90 days' written notice.

9.7 This Agreement shall be terminated upon the death of Clark. In such event, his heirs shall be paid all accumulated earnings including vacation and death benefits provided to all other twelve-month employees.

Section 10 – Notice Regarding Reappointment

This Agreement does not include any provision for Clark automatic reappointment beyond June 30, 2027. However, if it is the Board's intent to not reappoint Clark for a two-year term beginning July 1, 2027, then the Board must notify Clark in writing of that decision by June 30, 2026. Should the Board decide to not reappoint Clark and fail to notify him in writing of that action by June 30, 2026, then the Board will provide a one-time separation payment before July 31, 2027, equivalent to twelve (12) months' salary and benefits.

If the Board reappoints Clark to additional term(s) beyond June 30, 2027, then the Board must provide Clark with a one-year written notice if it is not going to appoint Clark to a term subsequent to then existing term. By way of illustration, if the Board appoints Clark to a two-year term beginning July 1, 2027, and it does not intend to reappoint him after that two-year term, then the Board shall provide Clark written notice of such intent no later than June 30, 2026. Should the Board decide to not reappoint Clark to a subsequent term and fails to provide Clark with a one-year written notice, then the Board will provide a one-time separation payment equivalent to twelve (12) months' salary and benefits.

Section 11 – Medical Examination

Upon the request of the Board, Clark hereby agrees to submit to a comprehensive medical examination. A physician's statement certifying to the physical and mental competency or incompetency of Clark shall be filed with the Superintendent, and shall be treated as confidential information, but available to Board Members. The cost of said medical examination shall be borne by the Board.

Section 12 – Miscellaneous Terms.

- 12.1 It is expressly agreed that this Agreement includes the entire agreement of the parties.
- 12.2 This Agreement shall be binding upon the heirs and personal representatives of both parties. Each person signing this Agreement specifically affirms that she/he is authorized to sign this Agreement and bind his/her respective entity to its terms.
- 12.3 This Agreement shall be interpreted and enforced in accordance with the laws of the State of Utah.
- 12.4 In the event a party enlists the services of an attorney or the court system to enforce the terms of this Agreement, then the prevailing party shall be entitled to recover the reasonable attorney's fees and costs it incurs in enforcing the Agreement.

- 12.5 This Agreement may not be changed orally. This Agreement may be modified only by written agreement of the Parties. This Agreement shall supersede and replace any prior agreement treating the same subject and any other previous agreements to the extent they are in conflict with the provisions hereof.
- 12.6 This Agreement is an integrated agreement and there are no other terms to this Agreement except for those specifically set forth herein.
- 12.7 In the event any part or parts of this Agreement are found to be void or unenforceable, the remaining portions shall, nonetheless, be binding with the same effect as though the void parts were deleted.
- 12.8 This Agreement is non-assignable by either party.

IN WITNESS WHEREOF the parties have executed this Agreement on the date set forth below.

DATED this the 11th day of June, 2025.

JUAB SCHOOL DISTRICT BOARD OF
EDUCATION

By: Linda Hanks
Its: President

DATED this the 11th day of June, 2025.

DARIN CLARK, C.P.A.