

SUPERINTENDENT'S CONTRACT

THIS SUPERINTENDENT'S CONTRACT is made and entered into this 7th day of August, 2023, by and between the ELIZABETHTOWN BOARD OF EDUCATION, hereinafter referred to as "the Board," and PAUL MULLINS, hereinafter referred to as "Mullins."

EMPLOYMENT

The Board hereby employs, engages, and hires Mullins as Superintendent of the Elizabethtown Independent Schools and as Secretary of the Elizabethtown Board of Education. Mullins hereby accepts such hiring, engagement, and employment. Mullins shall faithfully perform his duties as Superintendent, subject to the direction of the Board, and his duties shall include those that are customarily performed by one holding such a position.

BEST EFFORTS OF MULLINS

Unless otherwise agreed by the Board by an Addendum to this Contract, Mullins agrees that he shall devote himself exclusively to the discharge of his duties as Superintendent as set out by the laws, rules, and regulations of the State Board of Education, and the said Elizabethtown Board of Education, and that his failure to do so will be grounds for termination of this contract.

TERM OF EMPLOYMENT

The term of this Contract shall be for a period commencing on September 1, 2023, and terminating on June 30, 2027, subject to prior termination as provided herein.

COMPENSATION OF MULLINS

For each year of the contract term, Mullins' salary will be \$185,000.00 for the fiscal year starting July 1 and ending June 30 of the following year. The first year of the contract will be prorated to reflect a starting date of September 1, 2023. Compensation for the fiscal year is based on 240 days of work per year. Mullins shall receive a percentage salary increase, if any, equal to the same increase received by the certified employees of the Elizabethtown Independent School District.

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PM

ADDITIONAL TERMS AND BENEFITS

1. Mullins and his family will be required to permanently reside within Hardin County, Kentucky.
2. The Board will pay up to \$2,500.00 to Mullins for moving expenses.
3. The Board agrees to furnish a mid-sized automobile, and all maintenance and operating expenses associated therewith, for use by Mullins for all travel inside Kentucky including personal travel within said state, and in addition, for all outside Kentucky travel where said travel is associated with his duties hereunder. The Board shall not furnish any operating expense for said vehicle for purely personal use outside Kentucky.
4. The Board shall furnish a credit card to Mullins for use of the aforementioned vehicle.
5. Subject to Board approval, Mullins may use said credit card for each and every district expense incurred. The Board shall reimburse Mullin's authorized actual expenses associated for him attending any conventions, meetings, conferences, etc., directly associated with his duties hereunder. Further, subject to Board pre-approval, Mullins will be reimbursed for reasonable expenses incurred in entertaining visitors to and guests of the Elizabethtown School System.
6. Mullins shall be entitled to twenty (20) days of paid leave each contract year and may accumulate up to forty (40) days of annual leave at any time as outlined in Elizabethtown Board policy 03.122. Any unused annual leave remaining at the time of separation of employment from Elizabethtown Independent School District, the Board shall purchase the remaining leave at the current salary of separation.
7. The Board will furnish Mullins a cell phone for business and personal use or \$100.00 per month reimbursement stipend for his personal cell phone.
8. The Board shall allocate and transfer an amount of the Superintendent's salary as he may designate per year, permitting Mullins to participate in a tax-deferred annuity program of his choosing.
9. The Board shall pay monthly premiums for Mullins and his family's health insurance, dental insurance, and vision insurance.
10. Mullins shall be entitled to all fringe benefits provided to certified staff under Board policy.

Chairman's initials lu
Superintendent's initials DMN

11. The Board will pay or reimburse Mullins for liability insurance through KASA (premier member level) at a rate of \$100.00 annually.

GENERAL PROVISIONS

Mullins shall maintain active memberships in the Kentucky Associate of School Administrators (KASA), the School Superintendents Association (AASA), and the Kentucky Association of School Superintendents (KASS), with membership dues for said organizations to be paid by the Board. Other memberships to professional and civil organizations may be paid by the Board as requested by Mullins, with pre-approval from the Board.

The Board shall devote one or more executive session(s), to the evaluation of Mullins and a discussion of the working relationships between the Superintendent and the Board.

Mullins shall furnish throughout the life of this contract a valid and appropriate certificate to act as Superintendent of Schools in the Commonwealth of Kentucky, otherwise the Contract is null and void.

If during the term of this contract, it is found that a specific clause of this contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

RETIREMENT PROGRAM

The Superintendent shall participate in and be a member of the Kentucky Teacher Retirement System (KTRS). The Board will reimburse Mullins his required employee portion paid to KTRS. If the employee portion required by KTRS increases during the term of this contract, the Board will reimburse Mullins for the increased rate.

TERMINATION

That this Agreement shall terminate at the conclusion of the term set out within and may be terminated before that date by:

- a. Mutual agreement of the Parties;
- b. Death;
- c. Disability;
- d. Retirement of the Superintendent;
- e. Discharge of the Superintendent for cause as permitted by law.

Chairman's initials

Superintendent's initials




LEGAL REPRESENTATION

a. In the event Superintendent Mullins should need legal representation concerning any legal matter arising out of his employment as Superintendent, not otherwise covered under any insurance policies with the Board or legal benefits provided through professional organizations, the Board of Education agrees to provide the cost of said legal representation. It is agreed that Mullins shall have the discretion to choose said legal representation, and the fee arrangement is subject to approval by the Board before said representation is undertaken.

b. Subsection a. shall not apply and the Board will not provide the cost of legal representation in the following situations: 1) allegations of criminal activity on the part of Superintendent Mullins and 2) any litigation initiated by Superintendent Mullins against the Board or any of its individual members, or initiated by the Board against Superintendent Mullins.

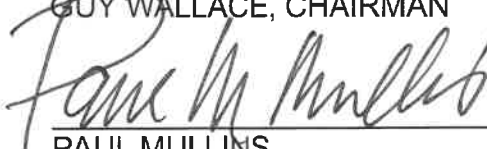
This contract is executed by Guy Wallace, Chairman of the Board, pursuant to a resolution duly adopted by the Board on the 7 day of August, 2023.

WITNESS the hands of the parties on the date first above stated:

ELIZABETHTOWN BOARD OF EDUCATION



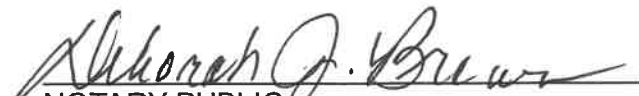
GUY WALLACE, CHAIRMAN



PAUL MULLINS

STATE OF KENTUCKY
COUNTY OF HARDIN

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED to before me by GUY WALLACE, Chairman, Elizabethtown Board of Education, this the 7 day of August, 2023.

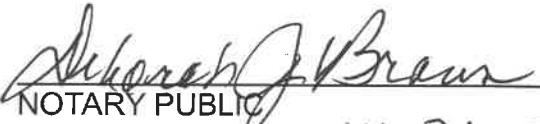


NOTARY PUBLIC
Commission Number: KYNP65991
My Commission Expires: 2/01/2027

Chairman's initials gm
Superintendent's initials pm

STATE OF KENTUCKY
COUNTY OF HARDIN

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED to before me by PAUL
MULLINS, this the 7 day of August, 2023.


NOTARY PUBLIC
Commission Number: KYNP65991
My Commission Expires: 2/01/2027

Chairman's initials hr
Superintendent's initials pmn