

**CONTRACT OF EMPLOYMENT
BETWEEN
DR. JOHN MULFORD, SUPERINTENDENT
AND
FAYETTEVILLE SCHOOL DISTRICT NO. 1 OF WASHINGTON COUNTY, ARKANSAS**

This Superintendent Contract of Employment (this “Contract”) is entered into this 16th day of March, 2023, by and between the Board of Directors of Fayetteville School District No. 1 of Washington County, Arkansas (the “Board”) and Dr. John Mulford (“Dr. Mulford” or the “Superintendent”).

WHEREAS, the Board wishes to employ Dr. Mulford as superintendent of schools to oversee the day-to-day operations of the school district pursuant to its authority under Ark. Code Ann. § 6-13-620;

WHEREAS, the Board desires to provide Dr. Mulford with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes improves the quality of its overall educational program;

WHEREAS, Dr. Mulford wishes to accept the position of superintendent of schools; and

WHEREAS, the Board and Dr. Mulford believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational programs of the schools.

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, and for other good and valuable consideration, the Board and Dr. Mulford hereby agree as follows:

I. EMPLOYMENT AND CONTRACT TERM

Term. The term of this Contract shall be for a period of Thirty-Six (36) months beginning July 1, 2023, and ending June 30, 2026, subject to Dr. Mulford performing the duties of the position in a manner satisfactory to the Board and subject to Dr. Mulford satisfactorily fulfilling his obligations under this Contract.

Annual Days Worked. Each fiscal year, the Superintendent will be compensated as described in this Section for Two-Hundred and Thirty-Five (235) days of work during the annual contract period, subject to any leave days used as allowed by policy. Subject to Section XII, Termination Without Cause, Dr. Mulford agrees to refund the Board any compensation received for services

which are not rendered. If Dr. Mulford does not perform the agreed upon number of work days per year, the compensation under this Contract shall be reduced proportionately.

Superintendent Required Notice. During the term of this Contract, Dr. Mulford agrees to provide a minimum of Ninety (90) days' written notice, prior to June 30 of the school year in which notice is given, to the Board of his desire to terminate this Contract during its term. However, should Dr. Mulford provide such notice, Dr. Mulford agrees that such notice to terminate will not be effective until June 30 of the school year in which the notice is given, unless the Board agrees to accept the resignation effective on an earlier date. Failure to provide the notice at least Ninety (90) days prior to June 30 waives Dr. Mulford's right to terminate the Contract for the subsequent school year, beginning on July 1, and commits him to serve as Superintendent for the next school year under this agreement, unless the agreement terminates by another mechanism described herein.

II. PROFESSIONAL CERTIFICATION AND FITNESS

Certification. Dr. Mulford, during the life of this Contract, shall maintain all necessary certifications required by law to uphold the position of Superintendent in the State of Arkansas. Any disciplinary suspension or revocation of Dr. Mulford's license by the Arkansas Professional Licensing Standards Board shall constitute a material breach of this Contract and shall be grounds for a for-cause termination of this Contract by the Board.

Fitness for Duty. Dr. Mulford represents that he is fully qualified to serve as Superintendent and is fit and able to perform all physical and intellectual duties of the office.

III. COMPENSATION

Annual Salary. The annual gross salary of Dr. Mulford shall be Two-Hundred and Seventy-Five Thousand Dollars and 00/100 Dollars (\$ 275,000.00) per fiscal year, to be paid in twelve (12) monthly installments per year consistent with the payroll cycle for all other employees of the District.

Salary Increases. Notwithstanding the amount of the base salary described above, the Board may approve an increase in Dr. Mulford's annual gross salary in a percentage equivalent to a step-increase on the Board's salary schedule for certified personnel. During the term of this Contract should the Board choose to make any changes in the certified salary schedule, the Board may, but is not required to, increase the annual gross salary of Dr. Mulford by a percentage equivalent to the increase in the certified salary schedule. Additionally, for exemplary performance, the Board reserves the right, but not the obligation, to further increase the Superintendent's annual compensation or pay an annual bonus or both. Any compensation adjustment made during the life of this Contract must be made in writing and signed by Dr. Mulford and the Board to be effective.

IV. VACATION AND OTHER BENEFITS

Vacation. The Superintendent shall be entitled to Fifteen (15) working days of vacation each year exclusive of (a) state and federal holidays, and (b) other days in which the central administration office is customarily closed. The Superintendent shall be permitted to carry over a maximum of Ten (10) working days of vacation a year. At the termination of the Contract, the Superintendent shall be paid for any accrued but unused vacation days at his then-per diem rate of base salary. The Superintendent is permitted to be paid for all accrued vacation days on an annual basis, but the Board encourages Dr. Mulford to take his allotted vacation annually.

Sick Leave. The Superintendent will be credited sick leave and will receive compensation for accrued or unused sick leave according to Board policy and Arkansas law.

Benefit Packages. The Superintendent will be eligible to participate in and receive all other benefits as other certified personnel in terms of health, life, dental, vision insurance, etc. All such benefits shall be provided to Dr. Mulford with the same frequency, at the same rate, and with the same coverage as provided for all certified employees of the District.

Retirement Contributions. Dr. Mulford may also participate at his own expense in all supplemental benefit and retirement plans offered by the District, including 403(b), 457(b), and Section 125 plans. In addition, Arkansas Teacher Retirement contributions shall be made on behalf of Dr. Mulford in accordance with state law.

Vehicle Allowance. In addition to the salary and benefits identified above, the Board shall pay Dr. Mulford a vehicle allowance in the amount of Five Hundred Dollars (\$500.00) per month.

Equipment. The Board will provide Dr. Mulford with a laptop computer during the term of this Contract for his professional and incidental personal use. This electronic equipment remains at all times property of the Board and its usage may be reviewed by the Board to confirm it is being used in accordance with Board policies covering use of electronic devices.

Relocation. Dr. Mulford agrees to relocate and continuously reside within the boundaries of the Fayetteville Public Schools school district as a term and condition of his employment by the Board. Dr. Mulford may submit paid receipts for moving and relocation expenses, including expenses incurred while searching for an appropriate dwelling, expenses for packing materials, movers, rental of moving vans or equipment, and hotel stays while moving or while searching for an appropriate dwelling, not to exceed Ten Thousand Dollars (\$10,000).

V. DUTIES OF THE SUPERINTENDENT

As a condition precedent of the successful performance of his contractual duties under this Contract, the Superintendent shall perform all duties as prescribed by Arkansas law, including the rules and regulations of applicable regulatory agencies. The Superintendent shall act as the Chief Executive Officer of the District, and shall be responsible for the execution of the policies of the Board. The Superintendent shall be in charge of the administration of the District and its schools, and shall perform such tasks as are required to fulfill this charge, including, but not limited to, the following:

- Direct and assign the work of employees;
- Organize and/or reorganize the administrative and supervisory staff;
- Assign and transfer personnel and assign work stations and offices with the approval of the Board pursuant to Ark. Code Ann. § 6-17-303;
- Recommend and hire personnel subject to Board approval;
- Have the authority to immediately accept resignations of personnel on behalf of the Board;
- Execute all powers and duties in accordance with Board Policies and the laws, rules and regulations of the State of Arkansas and its regulatory agencies;
- Administer the budget of the District consistent with Board Policies, and timely submit the budget to the Board for approval;
- Review all Board Policies and make appropriate recommendations for changes or additions thereto; and
- Be responsible for the evaluation of all employees as required by law and Board Policies.

In addition to those duties described above, during the biannual session of the Arkansas General Assembly, the Superintendent will be expected to represent the interests of the District and public education in Arkansas by being an active participant with the AAEE in reviewing and expressing support or concerns on any legislation that may impact the District. The Superintendent shall also be expected to attend and represent the District as a Board member at meetings of the Northwest Arkansas Educational Services Cooperative.

VI. BOARD AND SUPERINTENDENT RELATIONSHIP

The Board and the Superintendent mutually agree that for the term of this Contract they will meet at least twice yearly in a workshop format with no action items on the agenda. The purpose of the workshop will be to discuss the vision, mission and goals of the District, review current policy concerns, and clarify Board roles and relationships with the Superintendent and other issues that will insure the smooth and efficient governance of the District.

The Superintendent shall also accompany the Board members to Annual Conferences conducted by the Arkansas School Boards Association or the National School Boards Association or Consortium of State School Boards Association, or both. The Board will cover the expense of attending any conference under this section.

VII. PROFESSIONAL ORGANIZATIONS AND REPRESENTATION

The Board will pay Dr. Mulford's membership fees for the Arkansas Association of Educational Administrators (AAEA) and the American Association of School Administrators (AASA). In addition to these memberships, the Board will pay membership fees for One (1) other national or state-wide organization of Dr. Mulford's choosing.

Additionally, the Superintendent shall be a member of One (1) local community service organization or other industry-appropriate organization serving the Washington County community. The District shall reimburse the Superintendent for dues associated with such membership. The Superintendent may elect to join additional community service organizations or other industry-appropriate organizations at his own expense.

VIII. CONFERENCES

The Superintendent may attend local and national conferences as needed to maintain professional knowledge and development. In addition to the conference(s) described in Section V of this Contract, the Board will cover the expense of Two (2) in-state conferences per fiscal year and One (1) out-of-state conference per year. The Board may approve additional conference attendance under this section upon request of the Superintendent.

IX. EXPENSE REIMBURSEMENT

In addition to the compensation outlined in Section 2 of this Agreement, Dr. Mulford shall receive Two-Thousand Dollars (\$2,000.00) per year, to be paid in two equal installments in the months of December and June, as a reimbursement for in-county travel, mileage, and cell phone coverage.

Out of county travel reimbursement will be provided in the same method and manner as is provided for all other employees. Other reimbursement for necessary expenses while representing the

District shall be reimbursed based upon actual receipts and costs. All expenses reimbursed must be consistent with Board Policies and Arkansas law.

X. OUTSIDE WORK AND ACTIVITIES

Outside Employment. Dr. Mulford shall devote his time, attention, and energy to the business of the school district. However, he may, with prior knowledge and approval of the Board, serve as a consultant to other districts or educational agencies, lecture, and engage in writing activities that are of short-term duration at his discretion. Any outside work for which Dr. Mulford receives compensation must be completed outside of the contracted workday for the school district unless appropriate leave has been recorded, so long as such compensation does not create a potential conflict of interest with the interests of the school district or conflict with the mission and vision of the school district.

Outside Activities. The Board encourages the Superintendent to participate in speaking engagements, service on community boards or with community organizations, writing, lecturing and/or other unpaid professional duties and obligations to further his professional growth or benefit the community, as long as such activities do not interfere with the Superintendent's performance of his duties under this Contract or conflict with the mission and vision of the school district. Prior approval of the Board is not necessary for unpaid outside activities.

XI. EVALUATION

The Board shall evaluate the Superintendent annually as required by Ark. Code Ann. § 6-13-620, and prior to any extension of this Contract. The Superintendent shall work with the Board to develop a mutually-acceptable evaluation format which shall be based upon specific academic and other performance objectives, to the extent allowed by Arkansas law.

The Board shall also meet with the Superintendent for the purpose of formative evaluation annually or more often when requested by the Board or the Superintendent.

XII. TERMINATION AND SUSPENSION

Unilateral Termination Due to Financial Distress of the District. The Board may terminate this Contract in conformity with the rights and obligations set forth in Ark. Code Ann. § 6-17-301.

Termination Without Cause. The Board may upon a super majority vote of 5-2 or greater, without cause, terminate this agreement with payment to the Superintendent of the compensation and benefits that the Superintendent would otherwise receive for one (1) contract year, with the timing of such payment payable, at the discretion of the Board, in either a single lump sum payment or in payments made over the course of one (1) fiscal year.

Termination Due to Cause. This Contract shall terminate immediately upon the occurrence of one, or more than one, of the following:

- a. The agreement of the parties;
- b. The retirement of the Superintendent;
- c. The death of the Superintendent;
- d. Should the Superintendent be unable to perform all of the Superintendent's duties by reason of disability, and said disability exists for a period longer than the Superintendent's accrued sick and vacation leave, the Board may, in its discretion and after providing reasonable notice and the opportunity for a hearing, make a proportionate deduction from his salary. If such disability continues and renders the Superintendent unable to perform the essential duties of the job with or without a reasonable accommodation in accordance with federal and state law, the Board may, in its discretion and after providing reasonable notice and the opportunity for a hearing, terminate this Contract.
- e. For cause, the existence of which shall be determined in the sole discretion of the Board and which shall include, but not be limited to, any of the following:
 - i. The Superintendent exhibits favoritism or preference based on a personal, family or marital relationship with a District employee or potential District employee;
 - ii. The Superintendent's failure to maintain valid and appropriate licenses, certifications or permits as required by the laws of the State of Arkansas and the rules and regulations of the Arkansas Department of Education;
 - iii. The Superintendent's recurring absence, other than for illness or disability;
 - iv. The Superintendent's material failure to abide by the terms of this Contract;
 - v. The Board reasonably believes the Superintendent has committed an act or omission that constitutes fraud, misappropriation, embezzlement, theft, dishonesty, or actions of a similar nature;
 - vi. The Superintendent materially fails or refuses to comply with Board Policies, including, but not limited to those relating to substance abuse, sexual or other unlawful harassment or discrimination;

- vii. Material neglect of duties;
- viii. Revocation or suspension of his license by the Arkansas Professional Licensure Standards Board;
- ix. The arrest of the Superintendent or the filing of criminal charges against the Superintendent during the term of this Contract; or
- x. Conduct the Board determines is detrimental to or reflects unfavorably on the District or its reputation, or which constitutes cause for termination in the Board's reasonable discretion, it being impossible to specifically enumerate all events, conduct, and occurrences which would be injurious to the District and which would constitute Cause.

Notice of Termination Proceedings. In the event the Board votes to initiate termination proceedings for material breach of this Contract or other just cause, reasonable notice to the Superintendent and an opportunity for a hearing shall be provided consistent with the Due Process Clause of the Fourteenth Amendment to the United States Constitution. In the event of termination, the salary and benefits of the Superintendent shall terminate immediately.

Suspension. If the Board votes to suspend the Superintendent from the performance of his duties under this Contract, the Superintendent shall surrender all District property and shall remain available to the District for consultation, advice, and return to duties. Every day that the Superintendent is not available to the District while on paid suspension shall be accounted for as a vacation day, or, if appropriate documentation from a physician is presented and subject to Board Policies, a sick day. If a suspended Superintendent wishes to resign from his position while suspended, or to retire as the word is defined by the Arkansas Teacher Retirement System, the Board agrees to immediately release him from his contractual obligation to be available to the District. At the end of 90 consecutive days of paid suspension, the Superintendent will be recalled to duty, unless the Contract has expired on its own terms or the Board has terminated the Superintendent for cause pursuant to this Contract.

XIII. SAVINGS CLAUSE

If any term of this Contract is later deemed to be in violation of federal or state law, only that specific section or provision shall be null and void. The remaining terms and conditions of this Contract shall continue and remain in force.

XIV. AMENDMENT AND MODIFICATION

This Contract may be amended from time to time by mutual agreement of the parties, subject to Section XVI of this Contract. Such amendments must be made in writing and signed by both parties. No modifications or amendments to this Contract may be made orally.

XV. CHOICE OF LAW

This Contract has been executed in the State of Arkansas and shall be governed in accordance with the laws of the State of Arkansas without regard to its conflicts of law provisions.

XVI. MISCELLANEOUS PROVISIONS

Immunity. Nothing in this Contract shall be read or construed to limit or waive, in whole or in part, any immunity enjoyed by the Board by its nature as a political subdivision of the State of Arkansas.

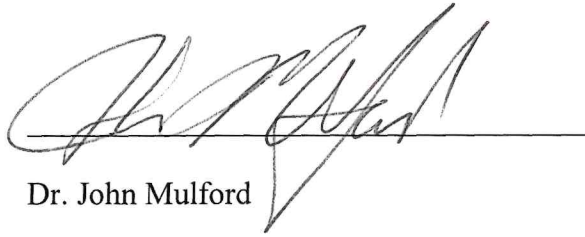
Incorporated Policies. Board policies in effect as of the date of this Contract or changed by the Board during the term of the Contract, shall be incorporated into this Contract.

Changes in Law or Rule. In the event that Arkansas law, or rules promulgated by a state agency, change to require additional or different terms in this Contract, such changes shall be made unilaterally by the Board with written notice to the Superintendent.

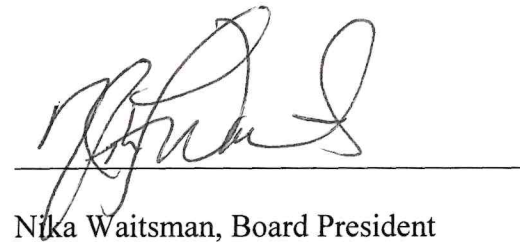
IN WITNESS WHEREOF, the Board has caused this Contract to be approved in its behalf by a duly authorized officer and Dr. Mulford has approved this Contract effective this day and year specified in this Contract.

Signature Page to Follow

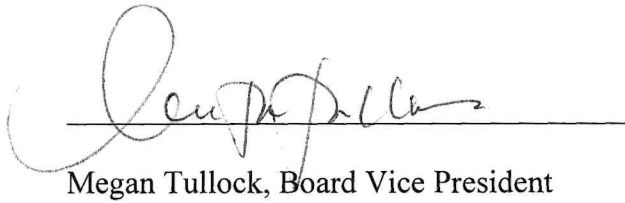
ADOPTED: March 16, 2023



Dr. John Mulford



Nika Waitsman, Board President



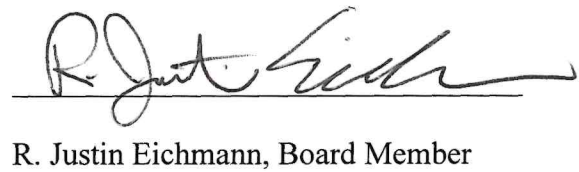
Megan Tullock, Board Vice President



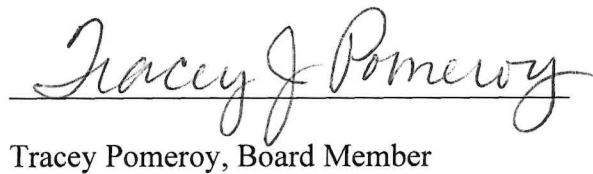
Tim Hudson, Board Secretary



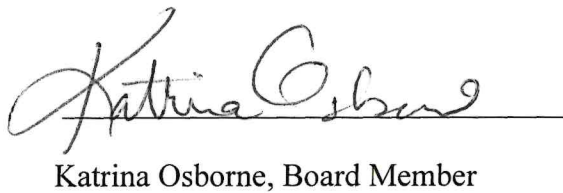
Keaton Smith, Board Member



R. Justin Eichmann, Board Member



Tracey Pomeroy, Board Member



Katrina Osborne, Board Member