

**AMENDMENT #2**  
**TO SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

**THIS AMENDMENT** (hereinafter referred to as “Amendment”) to the Employment Agreement identified above (referred to as the “Agreement”) is made by and between **The School Board of Brevard County, Florida**, a body corporate existing under the laws of the State of Florida, with its principal place of business at 2700 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter referred to as the “Board”), and **Dr. Mark W. Mullins**, the Superintendent (hereinafter referred to as the “Superintendent”) for The School District of Brevard County, Florida (hereinafter referred to as the “Superintendent”), whose business address is 2700 Judge Fran Jamieson Way, Viera, Florida 32940, as follows:

**WITNESSETH**

**WHEREAS**, pursuant to Section 19 of the Agreement, the parties may amend the Agreement upon mutual written consent; and

**WHEREAS**, the Board and the Superintendent wish to amend the Agreement to modify Section 3 and Section 5 through this Amendment;

**NOW, THEREFORE**, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

- The above recitals are true and correct and are hereby incorporated by reference.
- Delete Section 3 – Term of Employment and Section 5 – Board Superintendent Communications and Roles/Responsibilities in entirety and replace with the following:

**3. TERM OF EMPLOYMENT**

This Agreement for Superintendent duties shall commence on August 11, 2018, and shall remain in full force and effect, continuously, until midnight, June 30, 2024 unless terminated sooner pursuant to this Agreement.

The Board shall on or before June 30, 2022, and each June 30 thereafter, annually consider one or more year extensions of this Agreement conditioned upon the Superintendent meeting or exceeding performance expectations on his annual evaluation. The current Agreement will still be in effect through June 30, 2024, as set forth in the above paragraph. At the time of annual considerations for extension of this Agreement, the School Board may elect one of the following:

- A. The Board may fail to take any action on the Agreement renewal and the Agreement would automatically extend for one (1) fiscal year through June 30, 2025 or
- B. The Board may extend the Agreement for one (1) or more years beyond June 30, 2024; or
- C. The Board may decline to extend the current Agreement beyond June 30, 2024

Unless the Board and the Superintendent amend the Agreement procedures stated above, including the decision of the Board to take one of the three (3) actions noted above, the renewal process shall be repeated each succeeding year, beginning in 2021.

**5. BOARD SUPERINTENDENT COMMUNICATION**

The Board and the Superintendent agree that they will work with each other in the spirit of cooperation and teamwork and shall provide each other with periodic opportunities to discuss Board/Superintendent relationships and communications. A process and procedure by which the Board and the Superintendent communicate is already in place. The Board recognizes that it is a collective body and that each Board member recognizes that his or her authority as a Board member is derived from the collective deliberation and action of the Board as a whole. It is agreed that the Board, individually and collectively, shall refer promptly to the Superintendent for study and recommendation any criticism, complaints, and suggestions brought to the attention of the Board or any member of the Board regarding the administration of the District or the performance of the Superintendent.

In the event the Superintendent intends to enter into negotiations to consider alternative employment, the Superintendent shall notify the Board of such intent to enter into negotiations within ten (10) business days of said action.

In the event the Superintendent is a party to any legal proceeding and/or investigation (i.e. civil action, suit, traffic infraction/warning, agency investigation, personal investigation, etc.), the Superintendent shall notify the Board of such incident within three (3) business days of such incident or being made aware of such incident.

**IN WITNESS WHEREOF**, the parties hereto have placed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Signed, sealed and delivered  
in presence of:

**THE SCHOOL BOARD OF BREVARD  
COUNTY, FLORIDA**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**MISTY BELFORD**  
Chairman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**MARK W. MULLINS, Ed.D.**  
Superintendent

**FORM APPROVED BY:**

\_\_\_\_\_  
**PAUL GIBBS**  
General Counsel