



**IN THE CIRCUIT OF  
 HOUSTON COUNTY, ALABAMA**

<b>TIMOTHY WILDER,</b>	)	<b>CASE NO. _____</b>
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	
	)	
<b>DR. HARRY W. PARRISH in his</b>	)	<b>DEMAND FOR JURY TRIAL</b>
<b>official capacity as Board Chairman</b>	)	
<b>of the Dothan City Board of</b>	)	
<b>Education; MRS. BRENDA</b>	)	
<b>GUILFORD in her official capacity</b>	)	
<b>as a member of the Dothan City</b>	)	
<b>Board of Education; MR. FRANKLIN</b>	)	
<b>JONES in his official capacity as a</b>	)	
<b>member of the Dothan City</b>	)	
<b>Board of Education; MS. MELANIE</b>	)	
<b>HILL in her official</b>	)	
<b>capacity as a member of the</b>	)	
<b>Dothan City Board of Education;</b>	)	
<b>MR. JIMMY ADDISON in his official</b>	)	
<b>capacity as a member of the</b>	)	
<b>Dothan City Board of Education;</b>	)	
<b>MR. BEN ARMSTRONG in his</b>	)	
<b>official capacity as a member of the</b>	)	
<b>Dothan City Board of Education; and</b>	)	
<b>MR. CHRIS MADDOX in his official</b>	)	
<b>capacity as a member of the</b>	)	
<b>Dothan City Board of Education,</b>	)	
	)	
<b>Defendants.</b>	)	

**COMPLAINT FOR DECLARATORY JUDGMENT**  
**&**  
**WRIT OF MANDAMUS AND PROHIBITION**

COMES NOW the Plaintiff, TIMOTHY WILDER, by and through undersigned counsel,  
 and files this Complaint and Petition for Writ of Mandamus and Prohibition. In support thereof,  
 he says as follows:

1. This is a Complaint pursuant to 42 U.S.C. §1983; an action for Declaratory Judgment pursuant to §6-6-222, Ala. Code 1975, and Rule 57, Ala. R. Civ. P.; and a Petition for Writ of Mandamus and Prohibition pursuant to §6-6-640, Ala. Code 1975.

2. Plaintiff, Timothy Wilder, is an adult resident citizen of Houston County, Alabama, who was employed by Defendants as Superintendent of Dothan City Schools from July 1, 2011, until he was terminated by Defendants on November 14, 2014.

3. Defendants, Dr. Harry W. Parrish, Mrs. Brenda Guilford, Mr. Franklin Jones, Ms. Melanie Hill, Mr. Jimmy Addison, Mr. Ben Armstrong, and Mr. Chris Maddox, herein referred to as the Board or Defendants, are all adult residents of Houston County, Alabama, and are elected members of the Dothan City Board of Education and as such, they are required to perform their duties in accordance with state laws and to confine and exercise the powers to those areas of jurisdiction pursuant to state laws. Each Defendant is sued in his/her official capacity as a member of the Dothan City Board of Education.

4. A justiciable controversy exists between the parties as to the parties' rights, duties, and liabilities by virtue of an employment contract entered into by the parties in which the Defendants breached their contractual duty of good faith and fair dealing towards the Plaintiff and without authority, terminated Plaintiff's contract of employment after said contract was renewed by unanimous Board vote on May 12, 2014.

5. Plaintiff was terminated from his position against Board policy and procedure and without a reasonable opportunity to be heard.

6. The Dothan City Board of Education met in a specially called session on May 12, 2014, with members Dr. Harry W. Parrish, Mrs. Brenda Guilford, Mr. Franklin Jones, Ms. Melanie Hill, Mr. Jimmy Addison, Mr. Ben Armstrong, and Mr. Chris Maddox.

7. Chairman Parrish recommended that the Board approve the Employment Contract between the Board and the Superintendent (Mr. Wilder) which is attached hereto as Exhibit "A". Approval was unanimous.

8. Section 19 of the Superintendent's Contract with the Board states that the Board shall not act arbitrarily in calling for the discharge of the Superintendent. In this case, the Board's call for the termination of the Superintendent occurred on a mere allegation of misconduct and without a full and fair investigation as required by Board Policy. It was therefore an arbitrary act and an improper exercise of authority.

9. Ala. Code §16-11-9.1 states that a school board's authority to manage its school system shall not be used to deny any employee any legal or constitutional rights to which he or she is entitled, nor shall such authority be used in such a way that employees are denied any benefits established and required by law.

10. Dothan City Board of Education Policy and Procedure Chapter 6.83.1 is attached hereto as Exhibit "B".

11. Plaintiff further avers that the Board again violated their own policy and procedure by terminating the Plaintiff's employment and failing to perform their ministerial duties under the terms of the contract by protecting the interests of the employee as they are legally obligated (see Exhibit "B").

12. Plaintiff further avers that the Defendants breached said agreement by failing to allow him to perform under the terms of the contract and failed to comply with the terms of the contract.

13. Plaintiff further avers he remains employed pursuant to the terms of the contract, the laws of the State of Alabama, and the policy and procedures of the Dothan City Board of Education.

14. Plaintiff is entitled to the benefit of the terms of the agreement ratified by the Defendants.

15. Ala. Code §16-8-40 provides, *inter alia*, that all contracts shall be made after resolutions have been adopted by the Board and spread upon its minutes.

16. Pursuant to §16-8-40, the Dothan City Board of Education had statutory authority to enter into contract with the Plaintiff and by law their actions resulted in a valid contract between the parties.

**Count I – Denial of a name-clearing hearing in violation of 42 U.S.C. §1983**

17. The allegations in Paragraphs 1-16 are re-alleged and incorporated by reference.

18. The Alabama Supreme Court has said, “We recognize the right of a party to bring an action under 42 U.S.C. §1983 in the Alabama Courts under authority of *Terrell v. City of Bessemer*, 406 So. 2d 337 (Ala. 1981).” *Beitel v. Bd. Of Sch. Comm’rs of Mobile Cnty.*, 419 So. 2d 242, 243-44 (Ala. Civ. App. 1982).

19. Plaintiff avers that the Board’s actions violated his right to procedural due process as they impugned his liberty interest in his good name in how they carried out his termination.

20. “When reputational damage is sustained in connection with a termination of employment, it may give rise to a procedural due process claim for deprivation of liberty which is actionable under section 1983.” *Cotton v. Jackson*, 216 F.3d 1328, 1330 (11<sup>th</sup> Cir. 2000).

21. “To recover, a plaintiff must satisfy a six-factor test and show that (1) a false statement, (2) of a stigmatizing nature, (3) attending a governmental employee’s discharge, (4)

[was] made public, (5) by the governmental employer, and (6) without a meaningful opportunity for an employee name-clearing hearing.” *Id.* (additional citations omitted).

22. Plaintiff contends that he did nothing to breach the trust of the Board and any acquisitions made of his integrity and character would be a false statement.

23. Board Policy 5.14 from the Board of Education Policy Manual (see Exhibit “B”) requires that any complaint of sexual harassment be reported immediately and preferably in writing. When the Superintendent is the subject of the complaint, the Director of Personnel is charged with the responsibility of conducting an investigation. The Policy requires the investigation be conducted promptly and the Director of Personnel is to make findings supported by the investigation and also recommendations based upon the findings. See Exhibit “A”, §5.14.4. The purpose of such an investigation is to provide a way to determine the actual facts of a situation in a process which is fair to both sides.

24. Plaintiff has been given no reasonable opportunity to be heard.

25. Thus, Plaintiff has established elements necessary to prosecute a claim for deprivation of his liberty interest and his good name and a procedural due process claim pursuant to 42 U.S.C. §1983.

26. Therefore, Plaintiff requests a finding by the court that the Defendants, as a governmental entity and his employer, acted under color of the state law to deprive him of his constitutional rights and liberties and the awarding of compensatory damages in an amount to be determined by a jury which would include the salary and benefits Plaintiff would have received had his contract not been wrongly cancelled plus compensation for lost employment opportunities and punitive damages in an amount to be set by a jury.

27. Further, Plaintiff requests an award of attorney’s fees pursuant to 42 U.S.C. §1988.

**Count II – Declaratory Judgment**

28. The allegations in Paragraphs 1-27 are re-alleged and incorporated by reference.

29. *Aland v. Graham*, 250 So.2d 677, 679 (Ala. 1971) recognized that there are four general categories that are not prohibited by §14. These are (1) actions to compel State officials to perform their legal duties; (2) actions to enjoin State official from enforcing unconstitutional laws; (3) actions compelling State officials to perform ministerial acts; and (4) actions for summary judgment seeking a construction of a statute and how it should be applied in different situations. In this case, the Plaintiff avers that this Court issue an order of Declaration of Rights/Declaratory Judgment against the Board Defendants seeking the construction of validity of the Board's action pursuant to Ala. Code §16-11-9.1; and Ala. Code §16-8-40.

30. Plaintiff further avers that he has been denied a right accorded to him by contract and by law and the Defendants should be ordered to perform their ministerial legal duties.

31. Defendants' actions have deprived the Plaintiff of due process not only in denying the Plaintiff a fair opportunity to be heard by law and by the terms of his contract.

32. Plaintiff requests that this court declare the contract between the Plaintiff and the Defendants to be a valid contract.

33. Plaintiff requests that this court issue writs of mandamus to the Dothan City Board directing them to immediately reinstate his employment.

34. Further, Plaintiff requests a writ of prohibition be issued to the Board to prevent them from hearing any future proposal to take action against Plaintiff based upon the allegations which led to his termination.

**PRAYER FOR RELIEF**

WHEREFORE, the above premises considered, Plaintiff respectfully requests that the following relief be granted:

- (1) An order finding that the Defendants acted under color of state law to deny Plaintiff's right to procedural due process and violated his liberty interest in his good name by denying him a fair investigation prior to the termination hearing, in violation of 42 U.S.C. §1983;
- (2) An award of compensation and punitive damages pursuant to 42 U.S.C. §1983 and an award of reasonable attorney's fees pursuant to 42 U.S.C. §1988;
- (3) Declare the Board's actions to cancel the Plaintiff's contract was against Board policy and procedure and may not be cancelled;
- (4) Declare the rights, duties and liabilities of the parties pursuant to the laws of the State of Alabama, specifically Ala. Code §16-8-40, or otherwise declaring that the parties entered into a legal binding contract; and
- (5) Enter such orders, judgments and decrees as may be necessary and proper to give effect to the contract and to enforce the rights, duties and liabilities of the parties as determined and declared by the Court.

RESPECTFULLY SUBMITTED this 28<sup>th</sup> day of May, 2015.

**JURY TRIAL DEMAND**

**PLAINTIFF DEMANDS A TRIAL BY STRUCK JURY AS TO ALL COUNTS OF  
PLAINTIFF'S COMPLAINT**

STEPHEN G. McGOWAN, LLC

                    *Stephen G. McGowan*                    /s/  
STEPHEN G. McGOWAN (MCG071)  
207 West Troy Street  
Dothan, AL 36303  
(334) 699-6688  
(334) 699-6707 (fax)  
Attorney for Plaintiff



STATE OF ALABAMA

HOUSTON COUNTY

FIRST ADDENDUM TO EMPLOYMENT CONTRACT  
OF TIM WILDER, SUPERINTENDENT OF  
DOTHAN CITY BOARD OF EDUCATION

This Addendum between Dothan City Board of Education, hereinafter referenced as the Board, and Tim Wilder, hereinafter referenced as Superintendent, do jointly agree to amend the employment agreement dated May 31, 2011, effective July 1, 2011 by adding paragraph 23 as follows:

23. In addition to other benefits payable to Superintendent under this contract the Board shall pay a one-time benefit to the Superintendent in the amount of \$10,000.00 for travel and relocation expenses which sum has been funded to the Dothan City Board of Education by the Wiregrass Foundation for travel and relocation expenses for Superintendent. The net amount to be paid to Superintendent shall be after deductions for State and Federal income taxes and other allowable deductions as Superintendent's regular net salary is calculated. The grant funds for this payment were not available at the time the parties executed the original employment contract.

In all other respects the employment agreement between the parties dated May 31, 2011, effective July 1, 2011, is

**EXHIBIT "A"**

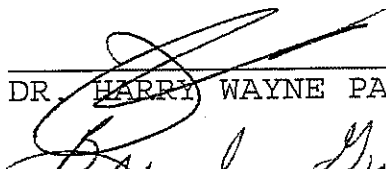
ratified and confirmed by the parties.

This Addendum is entered into on July 18, 2011.



TIM WILDER, SUPERINTENDENT

DOTHAN CITY BOARD OF EDUCATION



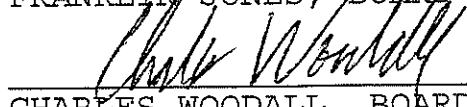
DR. HARRY WAYNE PARRISH, CHAIRMAN



BRENDA GUILFORD, BOARD MEMBER



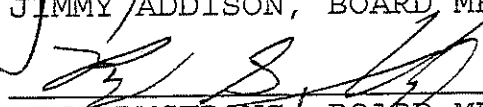
FRANKLIN JONES, BOARD MEMBER



CHARLES WOODALL, BOARD MEMBER



JIMMY ADDISON, BOARD MEMBER



BEN ARMSTRONG, BOARD MEMBER



CHRIS MADDOX, BOARD MEMBER

STATE OF ALABAMA  
HOUSTON COUNTY

EMPLOYMENT CONTRACT OF  
TIM WILDER, AS SUPERINTENDENT  
OF THE DOTHAN CITY BOARD OF EDUCATION

THIS AGREEMENT between the Dothan City Board of Education, hereinafter referred to as the "Board," and TIM WILDER, hereinafter referred to as "Superintendent," on the 1st day of July, 2011.

The Dothan City Board of Education in a Special Meeting held on May 31, 2011, voted to offer Tim Wilder a contract of employment for a period of three years, and the parties desire to formalize an agreement to describe all conditions and terms of the employment and does hereby employ Tim Wilder on these terms and conditions:

1. LENGTH OF CONTRACT

The term of this Contract shall be three (3) years and shall run from July 1, 2011, until June 30, 2014, at which time the contract may be continued by mutual agreement between the Superintendent and the Board for any additional period.

2. SALARY

The annual salary shall be as follows:

July 1, 2011 - June 30, 2012 \$141,000.00

July 1, 2012 - June 30, 2013 \$148,000.00

July 1, 2013 - June 30, 2014 \$155,000.00

The annual salary shall be paid in twelve equal installments. The Superintendent's salary shall not be reduced during the term of this contract.

3. DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT

The appointment of the Superintendent by the Board and this contract is governed by Section 16-12-1, et seq., Code of Alabama, 1975 as amended, and specifically Section 16-12-3, et. seq., including the following:

a. To give leadership in working with the Dothan City Board of Education, professional associates, and citizens generally in formulating educational objectives for the schools - objectives based on the needs of a society and on the abilities and needs of students.

b. To serve as the executive officer of the Dothan City Board of Education; to sign in the name of the Board all deeds, bills of sale, contracts and evidences of debt, and other legal documents to which the Board is a party except such, as by other resolution or action, are to be signed by the Chairman or other officer of the Board.

c. To give general direction, supervision, and coordinating leadership to the entire school program,

including business administration, curriculum development and instruction, personnel administration, pupil personnel administration, and all auxiliary services associated with the operation of public schools.

d. To understand laws and court decisions bearing upon education and policies, both of the State Board of Education and of the Dothan City Board of Education and to administer the schools of Dothan in accord with same, so far as the same may be applicable to Dothan.

e. To develop administrative procedures that will achieve effective implementation of School Board objectives and policies.

f. To formulate and set in motion administrative procedures designed to attract capable and properly trained personnel to the specialized jobs necessary to the operation of schools; to promote in-service growth and improvement of all workers on their jobs; to foster esprit de corps, high moral, and teamwork among the Board's employees.

g. To assist the Board in carrying out its functions by providing channels of communication between the Board and the profession, the Board and the administrative staff, and between the Board and lay citizens; to transmit all

communication from the Board of Education to employees, leadership in a program of public relations, for the purpose of interpreting the aims, philosophy, objectives, program of instruction and school needs to the people of the community.

h. To furnish information needed by the Board and the administrative staff in policy formation, in making important decisions, in improving administration, and in achieving economical and wise business administration.

i. To serve the Board as secretary, arranging and announcing meetings, preparing agenda for meetings, attending all meetings unless otherwise excused by Chairman of the Board, participating in all deliberations other than those involving his salary and employment, and preparing minutes of meetings for School Board approval.

j. To recommend professional employees for appointment, demotion, promotion, transfer, or dismissal in accord with the policies of the Board; to recommend a teacher's salary schedule to the Board of Education that will provide for differences in training and experience. No person will be employed without recommendation of Superintendent.

k. To give leadership in a continuous program of

curriculum development to the end that the instructional program in the Dothan City Schools will be adapted to the needs of the community, the larger society, and to the needs and abilities of students.

l. To prepare and submit to the Board before the end of the fiscal year an estimate of receipts and expenditures for the ensuing year; to prepare a budget annually for the consideration of the Board; to administer the budget as adopted by the Board; serving as the business manager and purchasing agent of the Board, acting at all times in accordance with legal requirements and adopted policies of the Board.

m. To make such assignments, reassignments and transfer of personnel as are to his professional judgment necessary to serve the highest efficiency of the entire school system.

n. In the absence of specific rules and regulations by the Board, to assume any authority or perform any duty which any situation may demand, subject to later consideration by the Board.

#### 4. BOARD - SUPERINTENDENT RELATIONSHIP

The Board shall have primary responsibility for

formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District and shall have primary responsibility for implementation of the Board policy. The parties agree, individually and collectively, not to interfere with or usurp the duties or responsibilities of the other party. The Board, individually and collectively, will promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for action and/or recommendation as appropriate.

5. EVALUATION OF THE SUPERINTENDENT'S PERFORMANCE

Evaluation of the Superintendent's performance shall follow the State of Alabama approved Professional Education Personnel Evaluation Program for Superintendents. This annual evaluation plan shall begin July 1, 2011, and an annual report shall be made to the Board. Satisfactory evaluations will be determined by following the uniform recommendations for compliance contained within the state approved plan. The Board shall be entitled to determine the state evaluator that will be used in evaluating the Superintendent's performance.



6. TRAVEL ALLOWANCE

Travel allowance per month shall be \$600.00, with a maximum amount of \$900.00 for travel within the school system, which would be made payable by the month to the Superintendent. Any travel expenses exceeding \$600.00 per month shall be paid upon submission of mileage logs and expenses with calculations based on Internal Revenue Service mileage rates. Any official travel outside the school system shall be paid at the mileage rate approved by the Internal Revenue Code and pursuant to Board guidelines and procedures at the same rates as other employees traveling on official school board business.

7. OTHER MONETARY BENEFITS

Beginning with the first year of this contract commencing July 1, 2011 and for each year thereafter, the Superintendent will receive in addition to base salary with the usual and ordinary State and Federal deductions payments for certain performance goals enumerated by the following formula:

a. \$200.00 for each school achieving Adequate Yearly Progress (for only the four schools, Dothan High, Northview High, Girard Middle and Honeysuckle Middle which have not historically obtained AYP)

b. \$100.00 for every percentage point increase in overall Graduation Rate (District)

c. \$100.00 for every percentage point decrease in overall drop-out rate (District)

d. \$100.00 for every percentage point increase in number of African-American students completing Honors classes with a grade of A or B

e. \$100.00 for every percentage point increase in number of African-American students passing an AP exam

These amounts will be paid in addition to the Superintendent on a one time annual basis paid in the final monthly salary payment during each year of the contract.

8. ANNUAL VACATION LEAVE

Superintendent will earn twelve (12) days per year of annual vacation leave which shall accrue from year to year if unused. Annual vacation leave will be in addition to State of Alabama paid holidays.

9. PERSONAL PAID LEAVE

Superintendent shall earn six (6) days per year of personal leave paid for by the Board and which may be converted by Superintendent into sick leave if unused by him during the calendar year, subject to the same rules as other employees employed in the system. Personal leave shall be in addition to leave for paid State of Alabama holidays.

10. SICK LEAVE

Superintendent shall earn twelve (12) days per year or one (1) day per month of sick leave and if unused by him, these days shall accrue from year to year, subject to the same rules as other employees employed in the system.

11. HOSPITAL, MEDICAL AND SUPPLEMENTAL COVERAGE

Hospital/Medical/Supplemental coverage will be provided at no cost to the Superintendent by the Board. This includes full medical family coverage and all supplemental insurance coverage to include Cancer, both state and AFLAC, Dental, Vision and Hospital Indemnity.

12. MEDICAL EXAMINATION

The Board agrees to pay and requires that Superintendent undergo a medical examination within two months after the commencement of this agreement on July 1, 2011, and on each anniversary date thereafter during the term of this agreement to undergo a complete medical examination by any physician or group of physicians licensed to practice within the State of Alabama or any other state to be chosen by Superintendent. The results of said medical examination shall be a determination as to whether

Superintendent is physically fit to perform the duties and responsibilities of his office. The cost and expenses of this medical examination shall be either paid by Superintendent's hospital and medical and/or supplemental coverage or provided by the Board up to maximum cost of \$1,500.00 per examination.

13. DISABILITY INSURANCE

The Board shall provide long term disability insurance coverage for the Superintendent during each year of the term of this agreement. The benefits from said disability insurance shall be at 66-2/3% of the Superintendent's base salary as of the date of disability. The cost of this coverage shall be paid by the Board.

14. LIFE INSURANCE

During the term of this agreement the Superintendent's life shall be insured with a term life policy for coverage of \$100,000.00. The proceeds of said policy shall be made payable to a beneficiary or beneficiaries as may be determined by the Superintendent. The premium for said life insurance shall be paid by the Board, provided, however, in the event the Superintendent elects to obtain additional life insurance through any insurance plan, said additional

insurance will be at Superintendent's expense.

15. FICA, MEDICARE AND ALABAMA TEACHER'S RETIREMENT

The Board would pay state and federal matching amounts for FICA, Medicare and the Alabama Teacher's Retirement.

16. CIVIC ORGANIZATIONS AND PROFESSIONAL ORGANIZATIONS

The Superintendent will be expected to belong to one civic organization of his choice, and the Board shall pay the dues and other related cost for membership. In addition, the Board will pay for four (4) professional organizations, one of which will include the School Superintendents of Alabama, and the other three (3) may be chosen by the Superintendent.

17. PROFESSIONAL LIABILITY

The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the school board to provide under State

law. In no case, however, will individual board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

18. PROFESSIONAL STATUS

The Superintendent hereby affirms that he is not under contract with another school board or board of education covering any part or all of the same term provided in this contract. The Superintendent further affirms that throughout the term of this contract he will hold a valid and appropriate certificate to act as a Superintendent of Schools in the State of Alabama.

19. DISCHARGE

Throughout the terms of this contract the Superintendent may be discharged if he materially breaches any provision of this contract, or performs any act which substantially inhibits his ability to discharge his duties as Superintendent, including but not limited to (a) incompetence, (b) immorality, (c) intemperance, (d) conviction of a felony or misdemeanor involving moral turpitude, (e) neglect of duty, (f) unprofessional conduct, and (g) physical or mental incapacity or (h) where the Board

deems it in the best interest of the system. The Board shall not act arbitrarily in calling for the discharge of the Superintendent and except under (h) above a discharge shall not be effective until the Superintendent has been given a specific statement of the cause or causes for discharge in writing and notice of an opportunity for a hearing solely before the Board. Nothing herein shall prevent either party from proceeding to the Circuit Court of Houston County, Alabama for damages or other claims under this agreement.

20. RENEWAL OF CONTRACT

The Board shall give written notice six (6) months in advance of expiration of contract if it is the Board's intention not to renew the contract of the Superintendent. Failure to give such notice automatically extends the contract for a period of one year.

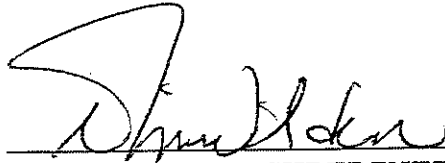
21. AMENDMENTS

This contract may be modified or amended only in writing authorized, agreed upon and executed by the Superintendent and the Board.

22. SEVERABILITY

If, during the term of this contract it is found that a

specific clause of the contract is illegal in Federal or State law, the remainder of the contract not affected by such ruling shall remain in force.



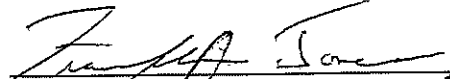
TIM WILDER, SUPERINTENDENT

DOTHAN CITY BOARD OF EDUCATION

DR. HARRY WAYNE PARRISH, CHAIRMAN



BRENDA GUILFORD, BOARD MEMBER



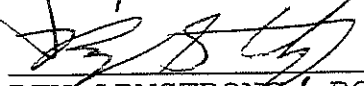
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BEN ARMSTRONG, BOARD MEMBER



CHRIS MADDOX, BOARD MEMBER



STATE OF ALABAMA

HOUSTON COUNTY

**EXTENSION OF EMPLOYMENT AGREEMENT AND ADDENDUM**

THIS EXTENSION OF EMPLOYMENT AGREEMENT AND ADDENDUM, entered into by and between the Dothan City Board of Education, hereinafter referred to as the "Board," and TIM WILDER, hereinafter referred to as "Superintendent," on the 12 day of May, 2014.

WHEREAS, said Employment Contract commencing July 1, 2011 and Addendum dated July 18, 2011 provides by its own terms that it can be renewed and/or modified or amended only in writing and as agreed upon and executed by the Superintendent and Board; and

WHEREAS, the initial term of this contract commences July 1, 2011 and terminates, unless extended, on June 30, 2014; and

WHEREAS, the Board desires to continue to employ Tim Wilder and to extend the length of the contract to run for an additional three years from July 1, 2014 until June 30, 2017, upon the same terms and conditions of the existing contract except as herein modified:

1. LENGTH OF CONTRACT

The term of the extended Contract shall be for three (3) years and shall run from July 1, 2014, until June 30, 2017, at which time the contract may be continued by mutual agreement between the Superintendent and the Board for any additional period.

2. SALARY

The annual salary of the extended contract shall remain at the current annual amount of \$155,000.00 and shall be increased when percentage increases are approved by the State of Alabama or Dothan City Board and granted to certificated employees. In such event, Superintendent's salary shall be increased by a proportionate amount.

The annual salary shall be paid in twelve equal installments. The Superintendent's salary shall not be reduced during the term of this contract.

The Superintendent, in addition to the salary above set forth, shall receive tax deferred compensation of \$7,500.00 per year.

3. TRAVEL ALLOWANCE

The travel allowance provided for in the original contract in paragraph 6 thereof shall be modified and

amended as follows:

Travel allowance per month shall be \$900.00 per month and will be payable by the month to the Superintendent regardless of the miles traveled by Superintendent within the school system. Any official travel outside the school system shall be paid at the mileage rate approved by the Internal Revenue Code and pursuant to Board guidelines and procedures at the same rates as other employees traveling on official school board business.

4. ANNUAL VACATION LEAVE

Paragraph 9 of the original contract, ANNUAL VACATION LEAVE, shall be amended as follows:

Superintendent will earn fifteen (15) days per year of annual vacation leave which shall accrue from year to year if unused. Annual vacation leave will be in addition to State of Alabama paid holidays.

5. MEDICAL EXAMINATION

Paragraph 12 of the original contract, MEDICAL EXAMINATION, shall be amended as follows:

The Board agrees to pay and requires that Superintendent undergo a medical examination within two months after the commencement of this agreement on July 1,

2011, and on each anniversary date thereafter during the term of this agreement to undergo a complete medical examination by any physician or group of physicians licensed to practice within the State of Alabama or any other state to be chosen by Superintendent. The results of said medical examination shall be a determination as to whether Superintendent is physically fit to perform the duties and responsibilities of his office. The cost and expenses of this medical examination shall be either paid by Superintendent's hospital and medical and/or supplemental coverage or provided by the Board.

6. LIFE INSURANCE

Paragraph 14 of the original contract shall be amended to read as follows:

During the term of this agreement the Superintendent's life shall be insured with a term life policy for coverage of \$500,000.00. The proceeds of said policy shall be made payable to a beneficiary or beneficiaries as may be determined by the Superintendent. The premium for said life insurance shall be paid by the Board, provided, however, in the event the Superintendent elects to obtain additional life insurance through any insurance plan, said additional

insurance will be at Superintendent's expense.

7. CIVIC ORGANIZATIONS AND PROFESSIONAL ORGANIZATIONS

Paragraph 16 of the original contract shall be amended to read as follows:

The Superintendent will be expected to belong to one civic organization of his choice, and the Board shall pay the dues and other related cost for membership. In addition, the Board will pay for four (4) professional organizations, one of which will include the School Superintendents of Alabama, and the other three (3) may be chosen by the Superintendent.

In addition, the Superintendent will be entitled to claim the cost of admission for ten (10) events which the Superintendent is expected to attend on behalf of the Dothan City Board of Education, that require an admission fee, e.g. golf tournaments, charity runs or any other event which may require a reasonable admission fee.

8. All of the other terms of the original Employment Contract, except as amended herein, including salary, shall remain in full force and effect during the term of this extension ending June 30, 2017, unless extended.

Dated this 12 day of May, 2014.



TIM WILDER, SUPERINTENDENT

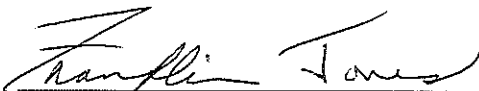
DOTHAN CITY BOARD OF EDUCATION



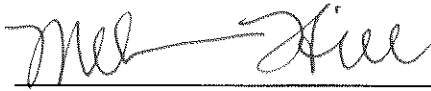
DR. HARRY WAYNE PARRISH, CHAIRMAN



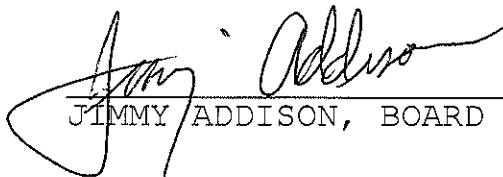
BRENDA GUILFORD, BOARD MEMBER



FRANKLIN JONES, BOARD MEMBER



MELANIE HILL, BOARD MEMBER



JIMMY ADDISON, BOARD MEMBER



BEN ARMSTRONG, BOARD MEMBER



CHRIS MADDOX, BOARD MEMBER

**DOTHAN CITY  
BOARD OF EDUCATION**

**POLICY MANUAL**



**March 21, 2011**

**EXHIBIT "B"**

### 5.13 *Equal Employment Opportunity*

5.13.1 Unlawful Discrimination Prohibited – The Board is an equal opportunity employer. Personnel actions and decisions will be made without regard to factors or considerations prohibited by federal or state law (as such laws may from time to time be amended), including but not limited to race, gender, age, disability, national origin, citizenship, and religious preference.

5.13.2 Implementing Regulations Authorized – The Superintendent is authorized and directed to implement such rules, regulations, procedures, and directives as necessary and appropriate to implement and enforce this policy and any law prohibiting discrimination in the workplace, including the designation of one or more complaint/grievance investigators, officials, or coordinators, the development of complaint or grievance procedures for responding to allegations of unlawful discrimination, the provision of training or dissemination of instructional materials and advisories to appropriate staff members, and the administration of corrective or remedial action in response to violations of the law and of this policy.

### 5.14 *Sexual Harassment*

The Board strictly prohibits unlawful discrimination in all of its programs, offices, departments and facilities. Sexual harassment, as defined by law, is a form of unlawful discrimination and will not be tolerated from employees or other persons associated with the Board.

5.14.1 Definition of Sexual Harassment – Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other physical or verbal conduct of a sexual nature when:

- a. Submission to such conduct or communication is made a term or condition, either explicitly or implicitly, of employment or other employment benefits provided by the Board;
- b. Submission to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual's employment, or other benefits provided by the Board; or
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

5.14.2 Examples of Prohibited Conduct – The following are examples of conduct that may constitute sexual harassment, depending on individual circumstances:

- a. Verbal harassment or abuse of a sexual nature, including graphic or derogatory comments, the display of sexually suggestive objects or pictures, and sexual propositions.



- b. Repeated unwelcome solicitation of sexual activity or sexual contact;
- c. Unwelcome, inappropriate sexual touching;
- d. Demands for sexual favors accompanied by implied or overt promises of preferential treatment or threats with regard to an individual's employment status.

#### 5.14.3 Employee Complaint Resolution Procedure

- a. *Reporting* – Any employee with reason to believe that he or she has been or is being subjected to any form of sexual harassment should report the matter immediately. Under no circumstances will an employee be required to present the complaint to the person who is the subject of the complaint.
- b. *Informal Complaint* – An employee may choose to submit a sexual harassment complaint to a supervisor for investigation and resolution at the departmental or local level without resorting to formal complaint procedures. If the supervisor is the subject of the complaint, the complaint may be submitted to the Superintendent for resolution. If the complaint is not resolved informally to the satisfaction of the complaining employee, the employee must contact the Superintendent to initiate formal complaint procedures.

#### 5.14.4 Formal Complaint Procedure

- a. *Persons Responsible For Receiving and Investigating Formal Complaints* – The Superintendent is responsible for receiving and investigating formal complaints regarding sexual harassment. The Director of Personnel is an additional official to which formal complaints can be reported. If the Superintendent is unavailable or is the subject of the complaint, the alternate should be contacted regarding the formal complaint.
- b. *Complaint form, contents* – Formal complaints should be made in writing, signed by the complainant, and fully describe the circumstances surrounding the alleged harassment. Harassment complaints that cannot be made in writing should be memorialized by the Superintendent or designated alternate official.
- c. *Investigation* – The Superintendent will promptly investigate the complaint, review the results of any investigation with legal counsel or other appropriate officials, make any findings that are supported by the investigation, and recommend appropriate action based on these findings. The complainant will be informed of any action that is taken as a result of the investigation.

d. *Review by the Superintendent and the Board* – A complaining party who is not satisfied with the investigation or resolution of the complaint may request that the Superintendent take additional or different action or present the complaint to the Board for its review and action. In such case, the Board will render a final decision as soon as practicable.

5.14.5 Confidentiality – To the extent possible, reports of sexual harassment will be kept confidential; however, complete confidentiality cannot be guaranteed.

5.14.6 Retaliation Prohibited – No retaliation or adverse action may be imposed as a result of a good faith complaint or report of sexual harassment. False accusations that are made in bad faith or for improper reasons may result in disciplinary action.

5.14.7 Penalties for Violation – Any employee who violates the terms of this policy or who impedes or unreasonably refuses to cooperate with a Board investigation regarding allegations of sexual harassment will be subject to appropriate disciplinary action, up to and including termination.

## 5.15 *Reduction-In-Force*

5.15.1 Scope and Definition – This policy applies to reductions-in-force (layoffs) within the meaning of ALA. CODE §16-1-33 (1975). As used herein, the term “layoff” means an unavoidable reduction in the work force beyond normal attrition due to decreased enrollment or shortage of revenues. The term “layoff” does not include, and the provisions of this policy do not apply to, decisions to terminate or not to extend the appointment of occasional, temporary, or “at-will” employees, or to decisions not to extend or renew the employment of employees following the expiration of annual or other specified terms of appointment.

5.15.2 Criteria for Implementing Layoffs – Layoffs may be implemented if the Board determines that financial circumstances or enrollment data require such action in order to maintain effective provision of educational services. The elimination of positions and layoff of employees will be based upon consideration of the following criteria, as applicable to the circumstances:

- a. The Board’s determination of its educational needs, requirements, and priorities;
- b. Current data and projected trends in revenue collection, anticipated expenditures, and/or enrollment;
- c. The comparative abilities of persons currently holding positions subject to elimination to meet the needs and requirements of the school system taking into account such considerations as education, training, and experience; quality of job performance; special skills and aptitudes; possession of necessary and appropriate licensure or certification; and