

**CONTRACT
BETWEEN
DR. DAVID C. MOSELY
AND
DOUGHERTY COUNTY SCHOOL SYSTEM
ALBANY, GEORGIA**

THIS EMPLOYMENT CONTRACT is made and entered into this 28th day of May, 2014, by and between the DOUGHERTY COUNTY SCHOOL SYSTEM, a public corporation, acting by and through its governing body, the DOUGHERTY COUNTY BOARD OF EDUCATION, hereinafter referred to as "Board," and DR. DAVID C. MOSELY, hereinafter referred to as "Superintendent."

WHEREAS, the Board and Superintendent 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 education program of schools;

NOW, THEREFORE, the Dougherty County School System and Superintendent, for the consideration herein specified, agree as follows:

1. **Term.** The Dougherty County School System, in consideration of the promises of Superintendent herein contained, hereby employs Superintendent; and Superintendent hereby accepts employment as Superintendent of Schools for a term of three years commencing July 1, 2014, and ending June 30, 2017.

2. **Responsibilities of Superintendent.**

A. Duties. Superintendent shall have charge of the administration of the schools under the direction of the Board and agrees to perform the duties of Superintendent in accordance with the general laws of the State of Georgia pertaining to Superintendent of Schools, acts of the General Assembly relating specifically to the Dougherty County School System, and the Dougherty County School Board Policies. He shall be the chief executive officer of the Board; shall serve as Secretary of the Board; shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize, and arrange the administrative and supervisory staffs, including instruction and business affairs, as best serve the Dougherty County School System subject to the approval of the Dougherty County Board of Education; shall select all personnel subject to the approval of the Board; shall from time to time suggest policies, regulations, rules, and procedures deemed necessary for the well order of the school system; and, in general, perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall manage the day-to-day operations of the Dougherty County School System. The Board, individually and collectively, shall promptly refer all criticism, complaints, and suggestions called to its attention to the Superintendent for thorough investigation and subsequent report to the Board with any recommendations if necessary. Superintendent shall attend all Board meetings and all Board and citizens committee meetings and

provide administrative recommendations of each item of business considered by each of these groups.

- B. Programs and Policies Implementation. Superintendent shall implement programs and policies necessary to achieve the joint Board of Education/Superintendent goals adopted by the Board from time to time and made part of this contract.

3. Compensation. The Dougherty County School System shall pay Superintendent an annual base salary of \$225,000.00 beginning July 1, 2014. This annual salary rate shall be paid to Superintendent in monthly installments of one-twelfth of the annual salary rate on the last day of each month for his services rendered during the preceding month.

The Board and Superintendent may mutually agree to adjust the salary of Superintendent during the term of this contract, but in no event shall Superintendent be paid less than the initial salary provided for herein. Any adjustment in salary made during the life of this contract shall be in the form of an amendment in writing and become part of this contract, but it shall not be deemed that the Dougherty County School System and Superintendent have entered into a new contract nor that the termination date of the existing contract has been extended.

The Superintendent shall receive any cost of living adjustment or percentage increase budgeted and adopted for all other administrators of the Dougherty County School System.

4. Annual Leave and Other Benefits.

- A. Superintendent shall be entitled to all the benefits applicable to 12-month administrative employees as are incident to their employment relationship with the Dougherty County School System, including, but not limited to, annual leave and illness benefits and leaves, any other forms of insurance

protection, retirement program, choice of tax-sheltered annuities, and other administrative employee benefits. Sick and annual leave shall be accumulated consistent with the schedules maintained and adopted by the Dougherty County School System for all 12 month employees. For the term of this contract sick leave shall be accumulated at a rate of one and one-quarter (1 ¼) days per month or fifteen (15) days per annum. Superintendent may accumulate up to 90 days of sick leave. Annual leave may be accumulated at a rate of one (1) day per month or twelve (12) days per annum. Superintendent may accumulate up to 30 days of annual leave. Sick and annual leave provided in this contract shall be subject to such amendments adopted by the Board from time to time provided the amendments apply to all 12 month employees in the System.

- B. The Dougherty County School System shall provide the Superintendent with an annuity in the amount of \$1,000.00 per month for the life of this contract.
- C. The Dougherty County School System shall pay 100 percent of Superintendent's membership charges to the American Association of School Administrators, the Georgia Association of School Superintendents, and The Georgia Association of Educational Leaders.

5. **Travel Expenses Allowance.** The Dougherty County School System shall pay Superintendent a travel allowance of \$1,000 per month.

6. **Professional Liability.**

- A. The Dougherty County School System agrees that it shall provide legal counsel to defend Superintendent from any and all demands, claims, suits

actions, and legal proceedings brought against Superintendent in his official capacity as agent and employee of the Dougherty County School System, except those actions brought by the State Department of Education, Dougherty County School System, or the Board itself, provided, if the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigation. In no case will individual Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, action, and legal proceedings.

- B. If in the good faith opinion of the Board's attorney a conflict exists as regards the defense to such claim between the legal positions of Superintendent and the legal position of the Dougherty County School System, Superintendent may engage counsel in which event the Dougherty County School System shall reimburse Superintendent for the reasonable costs of legal defense.

7. **Evaluation.** The Board shall evaluate and assess in writing the performance of Superintendent at least once a year during the term of this contract. The evaluation and assessment shall be reasonably related to the position description of Superintendent. The evaluation and assessment format shall be the form as provided by the Georgia School Board Association as adopted and amended from time to time by the Dougherty County Board of Education.

At least once each contract year, the Board and Superintendent shall meet in closed executive session for the purpose of mutual evaluation of the performance of the Dougherty County School System and Superintendent. In the event that the Board determines that the performance of Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail,

specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to Superintendent. Superintendent shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to Superintendent's personnel file. Within 30 days of the delivery of the written evaluation to Superintendent, the Board shall meet with Superintendent to discuss the evaluation.

8. **Termination of Employment Contract.** This employment contract may be terminated by:

A. Mutual agreement of the parties hereto.

B. Disability of Superintendent. In the event of disability by illness or incapacity, after Superintendent's sick leave has been exhausted, the compensation shall be reinstated after Superintendent has returned to employment and undertaken the full discharge of his duties. The Board may terminate this contract by written notice to Superintendent at any time after Superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of six months. All obligations of the Dougherty County School System shall cease upon such termination.

If a question exists concerning the capacity of Superintendent to return to his duties, the Board may require Superintendent to submit to a medical examination to be performed by a doctor licensed to practice medicine. The

Board and Superintendent shall mutually agree upon the physician who shall conduct the examination. The physician shall limit their report to the issue of whether Superintendent has continued disability which prohibits his from performing his duties. The Board shall not be bound by the report.

- C. Discharge for Cause. Discharge for cause shall constitute conduct which is seriously prejudicial to the Dougherty County School System, including, but not limited to, incompetence, insubordination, willful neglect of duties, immorality, inciting, encouraging, or counseling students to violate any valid State law, municipal ordinance, or policy or rule of the local Board of Education; and for any other good and sufficient cause. Notice of discharge for cause shall be given in writing and Superintendent shall be entitled to a hearing before the Board to discuss such causes. If Superintendent chooses to be accompanied by legal counsel at such meeting, he shall bear any costs therein involved. Superintendent shall be provided a written decision describing the results of the meeting.

In the event that the Board offers to terminate the contract by paying the amount specified in paragraph D immediately below, the requirement of the hearing before the Board shall be waived by Superintendent.

- D. Unilateral Termination by Board. The Board may, at its option, unilaterally terminate this contract. In the event of such termination, the Dougherty County School System shall pay to Superintendent a settlement sum, in lieu of the uncertainties and expenses of litigation, equal to the salary he would

have earned for a period of one year or until the termination date hereof, whichever is the lesser.

E. Death of Superintendent. In the event of the death of Superintendent during the life of this contract, the Dougherty County School System shall pay to his beneficiary or estate all annual leave to which Superintendent would have been entitled plus one month's pay.

9. SAVINGS CLAUSE. 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 a ruling shall remain in force.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, the day and year first written above.

DOUGHERTY COUNTY SCHOOL SYSTEM

By: *Paul Thomas*
Chairman, Dougherty County Board of
Education

David C. Mosely
Dr. David C. Mosely, Superintendent

Signed, sealed, and delivered in the presence of:

Rowanna D. Johnson
Witness

Deborah Singleton
Notary Public

(Affix Notary Seal)

