

# Bradley County Schools

Johnny McDaniel  
Director of  
Schools

## MEMO

TO: Media

FROM: Johnny McDaniel  
Director of Schools

DATE: February 20, 2015

SUBJECT: Press Release

I want to thank the people of Bradley County who have demonstrated an outpouring of support for the good work we have done in Bradley County Schools during these past eight years. It has been a joy for me to work for the school board in serving the children, parents, teachers and staff of this outstanding school system.

Over the past two years, it has become clear to me that I do not share a common philosophical view of public education, instructional support, and teacher benefits with several of the current school board members. In my role as Superintendent, to be effective, I must stand with a majority of our school board, and they with me. It has become apparent to me that this is not the situation under which I work with at this time.

I have come to believe that it is in the best interest of all concerned for me to leave Bradley County Schools. I accept this buyout agreement for the remainder of my contract. I want a smooth and orderly transition between my leadership and a new director of schools. It has been my privilege to work with great schools, leaders, teachers and support staff, and I want the very best for all of them. I want our children to be successful learners every day, and to ultimately graduate from high school “college and career ready”—ready for their next steps in life as productive and responsible citizens.

I thank the many supporters of public education in our Bradley County Community. Thomas Jefferson said: “If a nation expects to be ignorant and free... it expects what never was and never will be.” Our investment in public education continues to keep our nation and our community strong and competitive in this ever-changing world.



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**AN AGREEMENT TO END THE EMPLOYMENT OF JOHNNY McDANIEL AS  
DIRECTOR OF BRADLEY COUNTY SCHOOLS**

**WHEREAS**, on June 14, 2012, the Bradley County Board of Education entered into a four-year contract with Johnny McDaniel to employ him as the Director of Bradley County Schools through June 30, 2016; and

**WHEREAS**, the Bradley County Board of Education believes it would benefit the Bradley County Schools to change its administration this year rather than waiting until June 30, 2016; and

**WHEREAS**, Mr. McDaniel understands and agrees that the Bradley County Board of Education has the authority under the terms of his contract of employment to terminate this employment arrangement at any time;

**SO THEREFORE, PREMISES CONSIDERED**, in exchange for the mutual promises and covenants contained herein, the Bradley County Board of Education and Johnny McDaniel do hereby agree as follows:

**1. Termination:** Pursuant to Paragraph 18 of Mr. McDaniel's contract, the Board of Education does hereby terminate the employment relationship between Johnny McDaniel and the Bradley County Board of Education effective March 1, 2015. It is understood and agreed by and between the Bradley County Board of Education and Mr. McDaniel that this Agreement now revokes and supersedes any previous contracts or agreements between the Bradley County Board of Education and Mr. McDaniel.

**2. Compensation:** The Bradley County Board of Education does hereby agree to compensate Mr. McDaniel as follows:

- (a) **Cash payments:** Commencing on the first payroll date following March 1, 2015, the Bradley County Board of Education will pay to Mr. McDaniel his regular monthly salary and his monthly automobile entitlement. These payments will be subject to usual and customary withholdings as required by law.
- (b) **Other benefits:** For such time as Mr. McDaniel remains on the payroll of the Bradley County Board of Education, the Bradley County Board of Education will continue to contribute toward the Tennessee Consolidated Retirement System on Mr. McDaniel's behalf. The Bradley County Board of Education will also permit Mr. McDaniel and his spouse to remain under its group health insurance plan at the Board's expense.



- (c) **Expiration:** The Bradley County Board of Education will cease to have any obligation to Mr. McDaniel under the terms of this Section 2 on June 30, 2016, or upon his obtaining comparable employment, whichever shall first occur.

**3. Mutual Release of Claims:** In entering into this agreement, both the Bradley County Board of Education and Johnny McDaniel release one another from any obligation either has to the other under the terms of Mr. McDaniel's contract of employment as the Director of Bradley County Schools, the policies of the Bradley County Board of Education, and their relationship as the Bradley County Board of Education and the Director of Bradley County Schools. The Bradley County Board of Education expressly releases Mr. McDaniel of and from any claim or obligation arising under the terms of his contract of employment as the Director of Bradley County Schools, and Mr. McDaniel likewise releases the Bradley County Board of Education and the individual Board members of and from any claims arising out of or related to his employment as the Director of Bradley County Schools.

**4. Legal Claims Against the Board and Mr. McDaniel in his Official Capacity:** Notwithstanding the language in Paragraph 3, *supra*, it is expressly understood by and between the parties that the Bradley County Board of Education will continue to provide Mr. McDaniel with legal defense and indemnity concerning any and all claims brought against him in his official capacity as the Director of Bradley County Schools insofar as Mr. McDaniel was acting within the course and scope of his employment as the Director of Bradley County Schools at the time any such claim arose irrespective of whether insurance coverage is available for any such claim. Likewise, as an express condition for the Bradley County Board of Education's agreement to defend and indemnify Mr. McDaniel against any such legal claims, Mr. McDaniel agrees to cooperate fully in the investigation, defense and litigation of any claims, grievances, suits, or other demands brought against the Bradley County Board of Education or the Bradley County Department of Education arising during Johnny McDaniel's tenure as the Director of Bradley County Schools, provided that the Bradley County Board of Education will provide Mr. McDaniel with reasonable and necessary costs incurred traveling to Bradley County to participate in any such investigation, litigation or defense.

**5. Construction:** Both the Bradley County Board of Education and Johnny McDaniel have participated in the negotiation and drafting of this agreement. As such, if there is found to be any ambiguity with regard to the language of this agreement, it is agreed by and between the parties that the language shall not be construed in favor of or against either party.

**6. Governing Law and Venue:** It is understood and agreed by and between the Bradley County Board of Education and Johnny McDaniel that this agreement shall be

construed according to the laws of the State of Tennessee and that any legal dispute shall be heard in the Chancery Court for Bradley County, Tennessee.

**IN WITNESS WHEREOF, WE HAVE SET OUR HANDS AS FOLLOWS:**

BY: \_\_\_\_\_  
Johnny McDaniel

STATE OF TENNESSEE:  
COUNTY OF BRADLEY:

Personally appeared before me, \_\_\_\_\_, a Notary Public, Johnny McDaniel with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing Agreement for the purposes therein contained.

WITNESS my hand, at office, this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

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INTENTIONALLY.**

BRADLEY COUNTY BOARD OF EDUCATION

BY: \_\_\_\_\_

Nicholas Lillios  
Chairman of the Bradley County  
Board of Education

STATE OF TENNESSEE:  
COUNTY OF BRADLEY:

Personally appeared before me, \_\_\_\_\_, a Notary Public, Nicholas Lillios, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he is Chairman of the Bradley County Board of Education and is authorized by the Bradley County Board of Education to execute this instrument on its behalf. Mr. Lillios has sworn under oath that the Bradley County Board of Education met in Special Session on \_\_\_\_\_ and approved this agreement, authorizing him to affix his signature on behalf of the Bradley County Board of Education.

WITNESS my hand, at office, this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_