

CONTRACT OF EMPLOYMENT
Between
JOHNNY F. MCDANIEL
And the
BRADLEY COUNTY BOARD OF EDUCATION

This Employment Contract is entered into this 1st day of July, 2012 by and between the Bradley County Board of Education, hereinafter called the "BOARD", and Johnny F. McDaniel, hereinafter called the "DIRECTOR." The BOARD and the DIRECTOR, for the consideration herein specified, agree as follows:

1. **TERM OF CONTRACT.** The BOARD in accordance with its action as found in the Minutes of its meeting held on the 14th day of June, 2012, hereby employs, and the DIRECTOR hereby accepts employment as DIRECTOR of the BRADLEY COUNTY SCHOOL SYSTEM for a period commencing on the 1st day of July, 2012, and ending on the 30th day of June, 2016.
2. **PROFESSIONAL CERTIFICATION.** The DIRECTOR shall possess and furnish to the BOARD evidence of his maintaining, throughout the life of this Contract, a valid license of qualifications issued by the Tennessee Board of Education to act as Director of Schools of this County in accordance with Tennessee Code Annotated Section 49-2-301 (as amended) and any other applicable laws and regulations of the State of Tennessee.
3. **DUTIES.**
 - A. The DIRECTOR shall perform the duties specified in Tennessee Code Annotated Section 49-2-301, as amended, as well as those duties listed in the job description for DIRECTOR as adopted by the BOARD to include any duties as may be assigned by the BOARD from time to time during the term of this Contract. Such job description, as so amended, is hereby incorporated into this Contract by reference as if fully stated herein.
 - B. The DIRECTOR shall devote such time and energies as are necessary to perform all duties assigned to him. These duties will generally be performed during normal business hours, but it is expressly agreed that such duties will require the DIRECTOR to work during times other than normal business hours.
 - C. The DIRECTOR shall reside within the boundaries of the school district throughout the term of the Contract. The Contract will be cancelled, at the BOARD's option, without the requirement of payment of contract damages by the BOARD, if the DIRECTOR does not meet the residency requirement.
4. **COMPENSATION.** The BOARD shall pay the DIRECTOR annual compensation in the amount of One Hundred Eighteen Thousand Two Hundred Eighty-five Dollars (\$118,285) in twelve (12) equal monthly installments in accordance with BOARD policy.

All payments are subject to required withholding taxes, F.I.C.A. and other applicable deductions. During the term of this contract, annual salary improvements for the DIRECTOR shall be equal to that of the annual local increase applicable to all licensed employees. Such increases shall be calculated on the entire salary. Additionally the BOARD will review the DIRECTOR'S salary annually and the BOARD may increase the salary of the DIRECTOR during the term of this CONTRACT if an annual evaluation reflects that the DIRECTOR has met or exceeded the expectations of the BOARD. Such increase shall be at the sole discretion of the BOARD. If an adjustment in salary is approved during the term of this CONTRACT, all of the other provisions of this CONTRACT, including its termination date, shall remain as stated herein.

5. **AUTOMOBILE ENTITLEMENT.** The BOARD shall provide for the DIRECTOR'S transportation required in the performance of his official duties by paying him One Thousand Five Dollars (\$1005) per month for transportation expenses within Bradley County. This vehicle allowance will be increased annually by a percentage equal to the annual inflation index. This amount shall be paid to the DIRECTOR on the currently established payroll schedule and shall be reported as salary for Tennessee Consolidated Retirement System purposes. In the event of out-of-county travel on official business for the district, the DIRECTOR shall be reimbursed the same mileage rate as all other district employees. The DIRECTOR shall submit a travel claim detailing the number of miles traveled and the purpose for all such travel prior to reimbursement.

6. **OTHER BENEFITS**

A. The BOARD shall pay for the DIRECTOR all annual dues in any professional societies, associations, or civic clubs of which the DIRECTOR is a member including, but not limited to AASA, TOSS, and the Chamber of Commerce. The BOARD shall further reimburse the DIRECTOR for reasonable expenses in attending related functions. The BOARD must however, in its sole discretion, first approve membership except for those organizations listed by name in this paragraph.

B. **INSURANCE BENEFITS**

- 1) The BOARD shall provide, at no cost to the DIRECTOR, all benefits applicable to teachers in the Bradley County School system including, but not limited to, group medical insurance (including dependent coverage), holidays and sick leave.
- 2) **LIFE INSURANCE:** The BOARD shall provide during the term of DIRECTOR'S employment, a term life insurance policy for the DIRECTOR in the amount of \$100,000.00
- 3) **DISABILITY INSURANCE:** The BOARD shall provide a disability insurance policy for the DIRECTOR in the amount of \$60% of his base salary with disability payments to take effect after a six (6) months waiting period. Disability shall be as defined in the said policy.

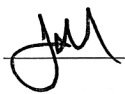
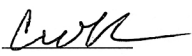
- C. VACATION. The DIRECTOR shall be entitled to twelve (12) days of vacation per year (July 1 – June 30). The DIRECTOR may not carry over to the next year unused vacation days.
- D. HOLIDAYS and LEAVE. The DIRECTOR shall observe those holidays recognized by the Bradley County School Board in its published school system calendar. Additionally, the DIRECTOR shall not be required to report to work on any day that the school system central office is closed.
- E. SICK LEAVE. The DIRECTOR shall be granted one day of sick leave for each month of contractual employment. Sick leave days shall be cumulative and unused sick leave days remaining upon the termination of this contract, or any extensions hereto, shall be transferred to the Tennessee Consolidated Retirement System (TCRS) for retirement credit in accordance with the policies of the TCRS.
7. The DIRECTOR shall receive additional compensation from the BOARD equivalent to the employee's contribution {five percent (5%) of the base mandated salary to include any additional performance compensation} to the Tennessee Consolidated Retirement System.
8. PROFESSIONAL LIABILITY. The BOARD shall maintain insurance covering alleged wrongful acts and omissions of the DIRECTOR in the scope of his employment with the BOARD. The BOARD shall, to the extent permitted by law, directly or through insurance, defend the DIRECTOR, bear defense costs, and indemnify and hold the DIRECTOR harmless on demands, claims, suits, and legal proceedings brought by third parties against the DIRECTOR in his official capacity as agent and Director of the BOARD, except that this obligation of the BOARD shall not exist with respect to violations of criminal law, improper personal gain, or willful misconduct. In no event will individual BOARD members be individually liable for indemnifying or defending the DIRECTOR against any demands, claims, suits, and legal proceedings.
9. PROFESSIONAL GROWTH. The DIRECTOR shall attend professional meetings and seminars approved by the BOARD, and the actual and necessary expenses of said attendance shall be paid by the BOARD in accordance with BOARD policy.
10. EXPENSES. The BOARD shall reimburse the DIRECTOR for all actual and necessary travel and other properly documented expenses required in the performance of his official duties during employment under this Contract subject to such limitations as provided by law and by BOARD policy.
11. RENEWAL OF EMPLOYMENT CONTRACT. The BOARD may extend the term of this contract at any time with concurrence of the DIRECTOR. However, unless the BOARD acts on or before the 1st day of July 2015, to extend the Contract, such failure to act shall serve as notice to the DIRECTOR that the BOARD does not intend to renew the Contract.

12. ASSUMPTION OF DUTIES. The DIRECTOR shall assume responsibilities of the position effective July 1, 2012.
13. EVALUATION. Within sixty (60) days after effective date of this Agreement and prior to June 30th in all succeeding years that the DIRECTOR is employed, or such other reasonable time as may be established by the BOARD, the BOARD and the DIRECTOR shall meet to establish a system of obtainable and measurable goals and objectives for the ensuing school year as well as an implementation plan. The BOARD and DIRECTOR shall also perform such long range planning as the BOARD may need and require. On or before the 30th day of June of calendar year 2013, and each succeeding calendar year thereafter so long as the DIRECTOR'S employment shall be continued, the BOARD shall meet with the DIRECTOR and evaluate his performance for the prior year and the DIRECTOR'S progress toward meeting the goals established by the BOARD.
14. REFERRALS TO DIRECTOR. The BOARD, collectively or individually, shall promptly refer to the DIRECTOR all criticisms, complaints and suggestions called to its attention relative to the DIRECTOR or the School System. The DIRECTOR shall give the matter such attention and take such action, as may be required.
15. LOYALTY. The DIRECTOR shall devote full time, attention, knowledge, and skills solely and exclusively to the business and interests of the BOARD and the Bradley County School System. The DIRECTOR may, subject to BOARD approval, undertake speaking engagements, writing, lecturing, or other activities which do not interfere with the duties and responsibilities hereunder. The determination of the BOARD as to whether such other work interferes with the discharge of DIRECTOR'S duties and responsibilities hereunder shall be conclusive.
16. CONTRACT TERMINATION.
- A. MUTUAL CONTRACT. This Employment Contract may be terminated by mutual agreement.
- B. FOR CAUSE. This Employment Contract may be terminated by the BOARD for cause if:
- 1) The BOARD determines that there has been a violation of any section of this Employment Contract, or
 - 2) The BOARD determines, in its sole discretion that cause exists for terminating the DIRECTOR. Cause shall include, but not be limited to, conduct that falls below standards acceptable to the Bradley County Community, conduct unbecoming to a member of the teaching program, inefficiency, incompetence, insubordination or neglect of duty. Conduct unbecoming to a member of the teaching profession, inefficiency, incompetence, and/or insubordination may consist of, but is not limited to, the factors listed in Tennessee Code Annotated 49-5-501, as amended. The

DIRECTOR shall be given due notice of the charge or charges in writing and be provided a hearing before the BOARD in which DIRECTOR may be represented by counsel and have the opportunity to call, subpoena and examine any witnesses; or

- 3) The DIRECTOR is unable to perform his duties due to disability of the DIRECTOR.

17. This contract shall terminate upon the death of the DIRECTOR.
18. UNILATERAL TERMINATION BY THE BOARD. If this Contract is terminated by this BOARD or a successor BOARD, before its expiration, for any reason other than for cause or death, the BOARD shall pay to the DIRECTOR, as contract damages, an amount equal to his regular base salary for the period beginning with the date of termination of this Contract and ending either the date that the DIRECTOR obtains comparable employment or the slated termination date of this contract, whichever is earlier. The maximum amount of contract damages available to DIRECTOR under this paragraph is four (4) years. Contract damages will be paid monthly and in accordance with the BOARD'S normal payroll practices, and will be reduced by any taxes and withholdings required by law.
19. UNILATERAL TRANSFER. The BOARD shall not have the option to transfer the DIRECTOR to any other position within the school system for the duration of his contract.
20. APPLICABLE LAW. All obligations which result from this Employment Contract are regulated exclusively by the substantive law of the State of Tennessee without giving effect to its conflict of law principles.
21. ARBITRATION. Any controversy, dispute, or claim between the BOARD and the DIRECTOR or claim by either against the other or any agent or affiliate of the other arising out of or having any connection to this Employment Contract or the DIRECTOR'S employment or termination of employment shall be determined by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceedings shall be held before a single arbitrator. The arbitrator shall apply the substantive laws of the State of Tennessee. Any award of such arbitrator shall be final and binding upon the parties to this Employment Contract and shall not be contested by either party in any court of law and shall be enforced in any court having jurisdiction, thereof.
22. COUNTERPARTS. This Employment Contract may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.
23. NON-WAIVER. Failure by either party at any time to enforce any of the terms hereof, or a waiver of any breach of the terms hereof by the other party, shall not constitute a continuing waiver of any of the provisions hereof nor a waiver of subsequent breaches.

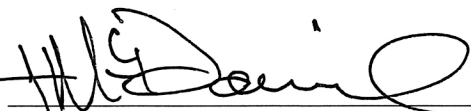
Initial:  

24. NOTICES. Any notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered personally, or if sent by registered or certified mail, return receipt requested, or if sent by facsimile transmission (with a confirmation copy sent by mail), or if sent by private overnight courier service to the parties at the addresses or facsimile number to the DIRECTOR'S residence or to the BOARD at its last known business address.
25. SEVERABILITY. If and in the event that any provision of this Employment Contract is held invalid, unenforceable, void, or voidable under any applicable law, such provisions shall not affect the validity or enforceability of any other provisions of this Employment Contract. In such event, the Arbitrator is requested to review the particular provision or provisions so as to be valid and enforceable, in accordance with the intentions of the parties as expressed herein.
26. BINDING EFFECT. This Employment Contract shall inure to the benefit of the BOARD'S successors and assigns.
27. INTEGRATION. Except as expressly provided herein, this Employment Contract contains the entire Contract between the BOARD and the DIRECTOR and supersedes all prior oral and written Contracts, understandings, commitments, and practices between them, including all prior employment contracts. No oral modification, express or implied, may alter or vary the terms of this Employment Contract. No member of the BOARD is authorized to alter or vary the terms of this employment contract except by written consent of the entire Board. Any representations contrary to this Employment Contract, express or implied, written or oral, are hereby disclaimed.
28. CONSTRUCTION. This Contract was the subject of preliminary drafts and review thereof by both parties and their attorneys. The BOARD and DIRECTOR agree that in the event of an ambiguity, no party shall be deemed to have been the sole drafter of this Contract. The language of all parts of this Contract shall in all cases be construed as a whole, and not strictly for or against any of the parties.

IN WITNESS WHEREOF the parties have signed this Employment Contract as of the date and year first set forth above.

DIRECTOR of SCHOOLS

BRADLEY COUNTY BOARD OF EDUCATION


Johnny McDaniel, Director

By: 
Charlie Rose, Board Chairman

Date of Action by Bradley County Board of Education: June 14, 2012