

**MUTUAL AGREEMENT OF SEPARATION  
BETWEEN  
FLOYD COUNTY SCHOOL DISTRICT  
and  
DR. JEFF McDANIEL**

**A. INTRODUCTION**

In or around December of 2012, Dr. Jeff McDaniel (hereinafter “McDaniel”) assumed the role as Superintendent of the Floyd County School District (hereinafter “School District”), and McDaniel and School District mutually desire to separate their employment relationship. McDaniel desires to and has voluntarily agreed to enter into a mutual agreement of separation with the School District effective the close of business on September 30, 2015 in exchange for the terms and conditions set forth herein. The parties, by way of this Mutual Agreement of Separation (hereinafter “Agreement”), desire to address and resolve any and all issues that may, or which could, possibly exist between them. The purpose of this Agreement is to ensure a smooth transition of the position of Superintendent of Floyd County Schools and to forever settle and resolve any possible claims, issues, and/or disputes that may possibly exist between McDaniel and the School District. McDaniel acknowledges that he has been advised to and has consulted with an attorney and that he has been given at least twenty-one (21) days to consider this Agreement. McDaniel acknowledges that if he chooses to execute this Agreement prior to the expiration of the twenty-one day period, he does so knowingly and voluntarily and was not induced by the School District through fraud, misrepresentation, or threat to sign this Agreement any earlier than twenty-one (21) days, and by



*Page 1 of 11*  
*Initials of the Parties*  
McDaniel *JM* School District *JB*

signing prior to the time period provided to McDaniel, he expressly waives his right to the additional time for consideration of this Agreement.

**B. SCHOOL DISTRICT'S PROMISES TO McDANIEL**

In exchange for McDaniel's promises contained in this Agreement, School District promises and expressly agrees as follows:

- (1) School District shall retain McDaniel and McDaniel shall continue serving as Superintendent through September 30, 2015, unless the School District has not yet appointed an interim Superintendent; however, in no event shall McDaniel be called upon or required to work beyond October 30, 2015. During this time period, McDaniel shall be fully paid per the compensation terms set forth in his existing contract of employment;
- (2) School District shall continue paying McDaniel all salary, allowances, accrued or unused vacation, use of cell phone, and/or other stated benefits, per the compensation terms set forth in his existing written contract for employment, through December 31, 2015, with all such payments to be made on the same time schedule as the School District's normal and customary practice for paying all central office employees;
- (3) Commencing January 1, 2016 and ending December 31, 2016, the School District shall pay McDaniel a base annual salary of \$147,956.00 (One Hundred Forty Seven Thousand Nine Hundred Fifty Six and 00/100 Dollars) in 12 equal installments, less federal and state tax withholdings, insurance withholdings, and/or retirement withholdings as required by law or as otherwise designated by McDaniel. During

<p><i>Page 2 of 11</i> <i>Initials of the Parties</i></p> <p><i>McDaniel</i>  <i>School District</i> </p>
---

this twelve-month period commencing January 1, 2016 and notwithstanding the terms set forth in McDaniel's written contract of employment, the School District shall not pay any other benefits or allowances to or for the benefit of McDaniel, with the sole exception being that the School District shall continue to pay its portion of McDaniel's Georgia Teacher Retirement System ("TRS") match through December 31, 2016. During this twelve-month period, Dr. McDaniel shall be deemed to be a consultant employee;

- (4) In the event McDaniel obtains employment with another public school or charter system employer in the State of Georgia prior to December 31, 2016, which participates in TRS as a part of McDaniel's terms of new employment, McDaniel shall immediately notify the School District in writing or by e-mail of same, and the School District shall then be immediately relieved and released from any further obligation to make any further TRS contributions for or on behalf of McDaniel;
- (5) In the event McDaniel notifies the School District prior to December 31, 2015, that he has obtained new employment with another employer which participates in TRS as a part of McDaniel's employment compensation terms, then instead of paying McDaniel 12 monthly payments, per the terms set forth in paragraph B(3) above, the School District shall instead pay McDaniel (after January 1, 2016) a lump-sum payment of \$147,956.00 (One Hundred Forty Seven Thousand Nine Hundred Fifty Six and 00/100 Dollars), less federal and state tax withholdings, insurance withholdings, and/or retirement withholdings as required by law or as otherwise

designated by McDaniel. In the of such written notice prior to December 31, 2015, the School District shall be immediately relieved and released from making any further TRS contributions for the benefit of McDaniel;



- (6) The School District agrees that it shall refrain from disparaging McDaniel, or his work performance as an employee, in any form or fashion through any verbal or written form or electronic or social media, and the School District agrees that it (including all Board members) shall refrain from making any derogatory statement or from providing any information, either directly or indirectly, to any person or entity that Dr. McDaniel was anything other than an effective leader for the School District during his tenure that allowed him to manage the affairs of the School System with integrity and reliability, consistent with each of McDaniel's annual performance evaluations completed by the Board;
- (7) The School District agrees that all requests for employment references or employment recommendations shall be directed to Board Member George Bevels for so long as he is a member of the School Board, who shall provide information, upon request, solely consistent with the terms set forth in paragraph B(6), above;
- (8) The School District agrees to release to the news media a press release or statement consistent with the Exhibit 1, attached to and incorporated by reference into this Agreement;
- (9) The School District agrees and expressly represents that it has in place and will ensure that McDaniel remains covered by its general liability insurance coverages for

claims and causes of action arising from or related to any event or occurrence that took place during the period of time McDaniel served as Superintendent, subject to all policy restrictions and exclusions, (e.g., damages or claims arising from or resulting from criminal acts, criminal conduct, malicious, willful, or intentional misconduct); however, the parties recognize and understand that the School District's Insurer retain the discretion as to what lawyers or law firm to retain and retains discretion as to whether and on what terms to settle any claims or causes of action that may be against or involve McDaniel or the School District;

- (10) The School District and McDaniel acknowledge and agree that to the extent this Agreement's terms regarding the status of McDaniel's consulting employment through December 31, 2016, does not satisfy TRS's requirements that would permit McDaniel to participate in TRS that the parties will mutually revise the language of this Agreement solely for the purpose of facilitating McDaniel's ability to participate and personally make TRS contributions;
- (11) The School District and McDaniel acknowledge and agree that McDaniel has voluntarily considered and separated his employment with the School District through this Mutual Separation Agreement.

### **C. McDANIEL'S PROMISES TO SCHOOL DISTRICT**

In exchange for the promises of the School District contained in this Agreement, McDaniel promises and expressly agrees as follows:

<p><i>Page 5 of 11</i> <i>Initials of the Parties</i></p> <p><i>McDaniel</i>  <i>School District</i> </p>
---

(1) McDaniel irrevocably releases and forever discharges the School District, and all its employees, teachers, supervisors, social workers, directors, assistant superintendents, superintendent, and administrators (including but not limited to all past and presently elected Board Members) from all legal, equitable, and administrative claims that McDaniel may have against any of them. McDaniel agrees that this release of all claims also includes the waiver and release of any claims, and/or grievances arising from or connected with his employment arising from or related to the School District. This release specifically includes, but is not restricted or limited to, claims based upon or related to:

- (a) Any employment-related claims under Title VII of the Civil Rights Act of 1964, as amended, and under the American's with Disabilities Act ("ADA");
- (b) Actual or alleged violations of any other federal or state laws that prohibit employment discrimination or employment termination in violation of public policy or due process, including but not limited to claims under or arising from the Family and Medical Leave Act ("FMLA"), the Fair Labor Standards Act ("FLSA"); the Age Discrimination in Employment Act ("ADEA"); and
- (c) Any and all other claims, including any tort, contract claims, and/or procedural or substantive due process claims arising under any federal, state, or local statutes, common law, ordinances, or equity, and specifically including any and all claims for unemployment compensation benefits and/or other claims through the Georgia Department of Labor.

- (2) McDaniel hereby covenants and agrees not to file, commence, or initiate any suits, demands, charges of discrimination, claims for unemployment benefits, or any other causes of action against the School District, and any of the entities or persons referenced or listed in Section C.(1) above, based upon or relating to any of the claims released and forever discharged under this Agreement. In the event McDaniel breaches the covenants and/or promises found in this Agreement, McDaniel expressly agrees to indemnify the School District and to also hold it harmless for all such claims and/or all attorney fees incurred by the School District in any way arising from or related to its having to respond to, enforce this Agreement, or otherwise defend against any such claims, charges, or causes of action instigated or initiated by McDaniel.
- (3) McDaniel agrees that he shall refrain from disparaging the School District or from making any derogatory statements about the School District, its operations, its Administrators, employees, Board Members, Assistant Superintendents, and Superintendent in any form or fashion and by way of any written, verbal, digital, or electronic form or media.
- (4) McDaniel agrees to refrain from ever executing, filing, or pursuing any charge of discrimination with the EEOC (or with any other administrative agency, including the Georgia Department of Labor) regarding any employment relationship with the School District.

- (5) As is referenced on page one (1) of this Agreement, this Agreement, upon its execution, confirms McDaniel's having voluntarily separated his position of employment by way of this Mutual Separation Agreement.
- (6) McDaniel agrees and understands that the payments referenced in paragraphs B (1), B(2), B(3) and/or B(5), above, shall be the only payments made to him by the School District, and no other payments of any kind shall be made to McDaniel by the School District. McDaniel acknowledges and agrees that he has been paid all compensation owed to him during his employment, that he is not entitled to any further monetary consideration whatsoever from the School District, and that he will assume payment of any attorneys' fees or costs he may incur in connection with negotiating this Agreement or otherwise related to or arising from his employment with the School District.
- (7) McDaniel relinquishes, waives, and releases any and all statutory or common law claims for attorneys' fees or other costs incurred that he may have against the School District and against any individuals listed or referenced in Section C.(1) above.
- (8) McDaniel agrees that this release includes any claim that McDaniel may have up to the date this Agreement is first executed, including claims of which McDaniel may not presently be aware. This Agreement does not release any claims that may arise after the date McDaniel first signs this Agreement.
- (9) McDaniel fully understands that for a period of up to and including seven (7) days after the date McDaniel first signs this Agreement that he may revoke this Agreement in its entirety. No rights or obligations contained in this Agreement shall become enforceable



before the end of the 7-day revocation period. If McDaniel decides to revoke this Agreement, he must deliver a signed notice of revocation on or before the last day of this 7-day period by hand, or send such notice of revocation by certified mail with a postmark dated before the end of the seven-day revocation period, to I. Stewart Duggan, Esq., Brinson, Askew, Berry, Seigler, Richardson & Davis, LLP, P.O. Box 5007, Rome, GA 30162-5007. Upon delivery of a timely notice of revocation, this Agreement shall be canceled and void, and neither McDaniel nor the School District shall have any rights or obligations arising under this Agreement.

**D. MISCELLANEOUS TERMS AGREED TO BY THE PARTIES**

In exchange for the promises made by and to McDaniel and the School District, the parties to this Agreement mutually agree to the following terms:

- (1) Either party may enforce this Agreement in court if the other party breaches it.
- (2) This Agreement may be used in a subsequent proceeding to enforce its terms.
- (3) The language of all parts of this Agreement shall be construed as a whole and according to its fair meaning, and not strictly for or against either party.
- (4) It is further understood and agreed that this Agreement is a compromise of a dispute and that the promises of School District are not to be construed as an admission of liability by any party released herein, but rather that any and all liability, or potential liability, is expressly denied.
- (5) This Agreement contains the entire and only Agreement between McDaniel and the School District. Both parties waive any oral or written promises or assurances that



are not contained in this Agreement, and any prior agreements or understandings are hereby merged into this Agreement.

- (6) If any provision of this Agreement is determined to be invalid or otherwise unenforceable, then that invalidity or unenforceability shall not affect any other provisions of this Agreement, which shall continue and remain in full force and effect.

#### **E. McDANIEL'S ASSURANCES TO SCHOOL DISTRICT**

This Agreement is a legal document with legal consequences. In an effort to be certain that McDaniel fully understands the legal effect of signing this Agreement, McDaniel makes the following assurances to the School District:

- (1) **I have carefully read this Agreement, and I understand that this Agreement is a waiver and release all claims I may have against the Floyd County School District, including any claims for breach of contract.**
- (3) **I willingly and voluntarily waive and irrevocably release any and all claims, known or unknown, against the School District and all of its agents and representatives.**
- (4) **I enter this Agreement freely and voluntarily. I am under no coercion or duress whatsoever in considering or agreeing to the provisions of this Agreement.**
- (5) **I understand that this Agreement is a contract, that it supercedes all prior verbal or written contracts or understandings, and that it contains the entire agreement between the parties. I understand that either party may enforce it and may seek attorney fees for having to enforce this Agreement.**

*Page 10 of 11*  
*Initials of the Parties*  
McDaniel  School District 

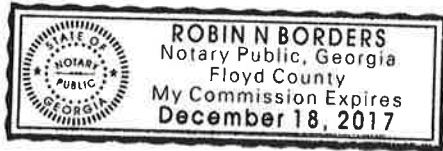
(6) I have been given sufficient time to review this Agreement, to review it with my legal counsel, and to decide whether to enter into this Agreement.

IN WITNESS THEREOF, we have hereunto set our hand and seal:

Jeff McDaniel 8/14/15  
DR. JEFF McDANIEL (Date)

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 14<sup>th</sup> DAY OF AUGUST, 2015.

Robin N. Borders  
Notary Public for the State of Georgia  
My Commission Expires: \_\_\_\_\_

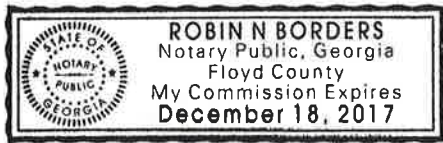


FLOYD COUNTY SCHOOL DISTRICT

By: Serge Baskin 8/14/15  
(Date)  
Its: Chairman

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 14<sup>th</sup> DAY OF AUGUST, 2015.

Robin N. Borders  
Notary Public for the State of Georgia  
My Commission Expires: \_\_\_\_\_



## Exhibit 1

---

### PRESS RELEASE

The Floyd County Board of Education reports that they have reached a “Mutual Agreement of Separation” with Dr. Jeff McDaniel effective September 30, 2015. Dr. McDaniel has provided effective leadership for the School System that has allowed him to manage the affairs of the School System with integrity and reliability and the School District will now begin its search for another Superintendent.

Dr. McDaniel is grateful for the opportunity the Board provided him to serve in the capacity of Superintendent and work with concerned and committed citizens seeking continued success for all students. He further commented that his years in Floyd County have been a most rewarding experience and has produced both individual and professional growth.

