MADISON COUNTY SCHOOLS
MADISON COUNTY, KENTUCKY

CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACTUAL AGREEMENT is made and entered into this 28th day of October, 2024, by and between the **BOARD OF EDUCATION OF MADISON COUNTY, KENTUCKY** (hereinafter the "BOARD"), and **RANDY NEELEY** (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 28th day of October, 2024.

WITNESSETH:

NOW, THEREFORE, the BOARD and SUPERINTENDENT, for consideration herein specified, agree as follows:

The SUPERINTENDENT shall hold a valid certification for this position at the time of employment and shall keep a valid certificate throughout the life of this contract. Failure to maintain a valid certificate shall be cause for dismissal.

IT IS AGREED:

1. **TERM OF EMPLOYMENT.**

SUPERINTENDENT is hereby hired and retained for a term of four (4) years, commencing on the 1st day of January, 2025 through the 30th day of June, 2025, and the 1st day of July, 2025 through the 30th day of June, 2030, as Superintendent of Schools for the Madison County School District.

2. **DUTIES.**

The duties and responsibilities of the SUPERINTENDENT shall be all those duties as assigned to the office of Superintendent imposed by the law and regulations of the Commonwealth of Kentucky and in keeping with Board Policy. Other duties and responsibilities as required from time to time may be assigned to the SUPERINTENDENT by the BOARD.

3. **OUTSIDE ACTIVITIES.**

SUPERINTENDENT shall devote himself exclusively to his duties.

The SUPERINTENDENT and BOARD recognize the advisability, and on occasions the necessity of the SUPERINTENDENT to attend seminars, courses, or programs conducted or sponsored at the local, state or national levels. It is understood and agreed that the district shall permit a reasonable amount of time for the SUPERINTENDENT to attend such meetings, for the BOARD to pay for necessary fees and travel and subsistence expenses as may be approved by the BOARD or stipulated in the annual budget, or as may be set forth in local BOARD policy. The provisions shall be limited to seminars, courses, or programs that would be for the benefit of the Madison County Schools. The BOARD shall have ultimate discretion in determining the SUPERINTENDENT'S attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses. The BOARD shall approve any out-of-state travel by the SUPERINTENDENT.

However, if the SUPERINTENDENT elects to attend any functions, meetings, seminar or program wherein he is compensated as a lecturer or consultant, for such

attendance, the time involved with such functions shall not be considered as part of the SUPERINTENDENT'S required working days and the BOARD shall not pay the SUPERINTENDENT'S expenses involved with such functions.

4. **COMPENSATION.**

The base salary shall be SUPERINTENDENT'S 2024-2025 total salary of $180,000.00, and he shall receive beginning in the second year of this Contract, an annual increase by an amount of at least equal to the greatest increase received by any certified employee on any one rank and step of the district salary schedule.

The BOARD shall, at least on an annual basis, conduct an evaluation of the SUPERINTENDENT.

Upon successfully defending dissertation leading to his Ed.D. degree, SUPERINTENDENT shall immediately receive the full rank and years' experience salary increase amount as all employees based upon the Madison County Schools' salary schedule.

5. **WORKING DAYS AND BENEFITS.**

a. Working Days. It is understood and agreed that each school year, from July 1 through June 30 during the term of this AGREEMENT, shall consist of 242 working days. If the SUPERINTENDENT elects to be away from the job for five (5) or more days consecutively, this shall be subject to BOARD approval. Days not worked by SUPERINTENDENT shall be noted in the minutes of the next regularly scheduled BOARD meeting after said days are taken.

b. Benefits. The SUPERINTENDENT shall be entitled to all benefits applicable to twelve (12) month certified employees.

c. Leaves. The SUPERINTENDENT shall accrue all leave days as authorized by Board Policy for certified employees. Consistent with statutory law, the SUPERINTENDENT shall be permitted to transfer to the district all sick leave accumulated in Kentucky as of the date of this AGREEMENT. The SUPERINTENDENT shall be entitled to five (5) annual leave days per year in addition to all leave days as authorized by Board Policy for certified employees. The SUPERINTENDENT shall report the utilization of any sick and/or leave days on a monthly basis to a board member designated by the chairperson.

d. Expenses. The BOARD may pay or reimburse the SUPERINTENDENT for reasonable expenses approved by BOARD and incurred by SUPERINTENDENT in the continuing performance of his duties under this AGREEMENT as determined by the BOARD and according to Board Policy.

e. Professional and Civic Dues: The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT'S membership in certain professional and civic organizations. The BOARD may pay dues for the Kentucky Association of School Superintendents (KASS), the

Kentucky Association of School Administrators (KASA), and the American Association of School Administrators (AASA).

f. Mileage Expense. The BOARD shall pay mileage to the SUPERINTENDENT in the amount of $400.00 per month, for the use of the SUPERINTENDENT'S personal vehicle for District purposes, both inside and outside the District.

g. Insurance. During the term of this contract, the BOARD agrees to provide a family health plan at District expense from a group plan available through the District with the specific plan to be selected by the SUPERINTENDENT.

h. Retirement Benefits. The SUPERINTENDENT shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System (KTRS) and as in Board Policy. The BOARD shall reimburse the SUPERINTENDENT for the amount of his employee contribution to the KTRS.

i. Legal Services, Liability Insurance. The BOARD shall provide all legal services required by the SUPERINTENDENT for any of his actions or omissions arising in the regular course of his duties as SUPERINTENDENT of Madison County Schools, and which are not illegal or *ultra vires*. The BOARD shall provide a defense and legal representation for the SUPERINTENDENT through the BOARD'S liability insurance policy, and this shall include cost of legal fees, litigation expenses, court costs, and other necessary and incidental costs associated therewith (collectively "legal expense") and shall otherwise reimburse the SUPERINTENDENT for all such legal expenses occasioned in connection with or

relating to in any manner, the performance of his duties, whether acts or omissions or status as SUPERINTENDENT, direct or indirect. Excluding illegal actions or those which are *ultra vires*, the BOARD shall otherwise defend, hold harmless and indemnify the SUPERINTENDENT from and respecting any and all legal expense, demands, claims, suits, actions, legal proceedings and damages against the SUPERINTENDENT in his individual capacity or in his official capacity occasioned, in connection with, relating to or respecting in any manner the performance of his said duties, acts, omissions or status, whether direct or indirect, and shall provide liability insurance of this benefit covering said acts and omissions and status within the course and scope of his employment as SUPERINTENDENT or other capacity with the BOARD. To the extent legal expense or damages are not covered by or exceed the insurance, the BOARD shall be responsible for and indemnify SUPERINTENDENT and hold him harmless of any legal expense or damages above the applicable insurance policies. As a pre-condition to reimbursement of any legal fees or expenses, the SUPERINTENDENT shall cooperate with the BOARD and/or its insurer in all litigation and shall timely notify the BOARD of any and all legal action brought against him, by providing a copy of the complaint and summons within ten (10) days of being served.

6. **TERMINATION OF EMPLOYMENT AGREEMENT.**

This AGREEMENT may be terminated per the Board's Policy for the following reasons:

a. By expiration of its term;

b. Mutual agreement of the parties;

c. Discharge for cause.

7. **BOARD POLICY.**

The SUPERINTENDENT'S duties and responsibilities are governed by Board Policy, unless otherwise specifically modified herein above.

All benefits of the SUPERINTENDENT are specifically spelled out in this AGREEMENT and override any general policy which might be in existence for other employees.

8. **SAVINGS CLAUSE.**

If, during the term of this AGREEMENT, it is found that a specific clause of the AGREEMENT is illegal under federal or state law, the remainder of the AGREEMENT not affected by such a ruling shall remain in force.

9. **MISCELLANEOUS.**

This AGREEMENT has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.

Paragraph headings have been inserted for convenience or reference only, and if there shall be any conflict between any such headings and the text of this AGREEMENT, the text shall control.

This AGREEMENT shall be executed in duplicate originals.

This AGREEMENT contains all the terms agreed upon by the parties with respect to the subject matter of this AGREEMENT and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

IN TESTIMONY WHEREOF, the BOARD and SUPERINTENDENT have caused this AGREEMENT to be executed in their respective names, and in the case of the BOARD, by its Chairperson, on the day and year first above written.

BOARD OF EDUCATION OF
MADISON COUNTY SCHOOLS

By: Samantha Burford
Samantha Burford, Chairperson

ATTEST:

Witness

Randy Neeley, Superintendent

STATE OF KENTUCKY

COUNTY OF MADISON

SUBSCRIBED and SWORN to before me by Samantha Burford as Chairperson of the MADISON COUNTY BOARD OF EDUCATION to be the act and deed of the Board, and by Tamara Wilson as Witness on this 28 day of October, 2024.

Tamara J. Wilson
Notary Public
My commission expires: May 23, 2026

STATE OF KENTUCKY

COUNTY OF MADISON

SUBSCRIBED and SWORN to before me by Randy Neeley on this 28 day of October, 2024.

Tamara J. Wilson
Notary Public
My commission expires: May 23, 2026