

**OLDHAM COUNTY PUBLIC SCHOOLS
CRESTWOOD, KENTUCKY**

SUPERINTENDENT EMPLOYMENT AGREEMENT

THIS CONTRACTUAL AGREEMENT, made and entered into this 4th day of June 2025, by and between the BOARD OF EDUCATION OF OLDHAM COUNTY, KENTUCKY (hereinafter the "Board"), and Claudette Herald (hereinafter "Superintendent") and authorized by action at a lawful meeting of the Board held on June 4th, 2025.

RECITALS

WHEREAS, the Board has determined that it is in the best interest of the Board to employ Superintendent to perform the duties of that statutory office pursuant to KRS 160.350 and other applicable law, on the terms and conditions specified below;

WHEREAS, Superintendent desires and agrees to be employed under such terms and conditions; and

WHEREAS, the Board and Superintendent believe that a written employment agreement is necessary and desirable to define their relationship and respective duties, and to serve as a basis for effective communication.

NOW, THEREFORE, the Board and Superintendent, for the consideration herein specified, agree as follows:

1. TERM OF EMPLOYMENT: Superintendent is hereby hired and retained for a four (4) year term commencing on July 1, 2025 and ending on June 30, 2029 as Superintendent of Schools for Oldham County Public Schools. Pursuant to KRS 160.350(4), after completion of the initial term of this contract on June 30, 2029 the Board may, no later than June 30, 2029, extend the contract for one (1) additional year beyond the current term of employment.

2. DUTIES: The duties and responsibilities of Superintendent shall be all those duties incident to the Office of Superintendent imposed by the law and regulations of the Commonwealth of Kentucky and by duly adopted Board policy.

- a. Pursuant to Board Policy, the Superintendent shall serve as the Secretary of the Oldham County Board of Education during the term of this Agreement without additional compensation.
- b. For positions subject to appointment by the Superintendent, the Superintendent shall follow Board Policy and, to the best of her ability, secure the most capable and qualified candidates for positions available.
- c. Other duties and responsibilities as may be required from time to time as assigned by the Board.

3. SALARY: Superintendent shall be paid a daily rate based on an annual salary of TWO HUNDRED FIVE THOUSAND DOLLARS (\$205,000.00) for the term. This compensation shall be paid on the same dates as administrators who work twelve (12) months are paid. Beginning with the 2026/2027 school year, the Superintendent's salary increase shall be based upon the annual evaluation of the Superintendent conducted by the Board. Said compensation shall be reduced by applicable federal and state income tax withholding, mandatory and voluntary retirement contributions, and any other voluntary deductions authorized by Superintendent.

In addition, the Board, based upon evaluation of the Superintendent, may increase the salary of the Superintendent during the term of this Agreement. Any such salary increase shall be in the form of an amendment to this Agreement, but shall not serve to extend the term hereof, unless specifically indicated in the amendment. Any potential increase in the Superintendent's salary shall be at the sole discretion of the Board and this paragraph which provides for potential

salary increases based upon the Superintendent's evaluation shall not be construed as an expectation by the Superintendent that any such increase will occur.

4. PERFORMANCE GOALS AND EVALUATION:

- a. During each year of the term, on or before the Board's July meeting, Superintendent shall submit a statement of recommended goals for the Oldham County public school system for the upcoming school year which shall be both measurable and specific.
- b. The Board shall, on an annual basis, conduct an evaluation of the Superintendent and devote a portion of least one meeting annually to an evaluation of the Superintendent's performance and to a discussion of the working relationship between the Superintendent and the Board. The Board shall evaluate whether the Superintendent has achieved, or progressed, on the performance goals set during the previous July.

5. RESIDENCY: Superintendent agrees to maintain a primary residence in Oldham County, and the Board agrees to enroll Superintendent's school-aged children in school(s) within the District. Superintendent further agrees to obtain this primary residence within six (6) months of the execution of this Agreement.

6. CERTIFICATIONS: Pursuant to KRS 160.350, the Superintendent shall hold a superintendent's certificate issued by the Kentucky Commissioner of Education throughout the period of her employment. In the event that the Superintendent's certificate is revoked, suspended, or otherwise subject to action by the Kentucky Education Professional Standards Board, the Superintendent agrees to notify the Board within 24 hours of receiving notice of any such action.

7. OUTSIDE ACTIVITIES: In accordance with Board Policy, the Superintendent shall devote substantially all of her time, attention and energy to the business of the school district. The Board recognizes the advisability and, on occasions the necessity, of Superintendent attending seminars, courses or programs conducted or sponsored at the local, state or national levels. It is understood and agreed that the Board shall permit a reasonable amount of time for Superintendent to attend such meetings, and for the Board to pay for necessary fees and travel and subsistence expenses. This provision shall be limited to seminars, courses, or programs that would be for the benefit of the Oldham County Public Schools.

8. WORKING CALENDAR AND BENEFITS:

- a. Leave and Other Benefits. Superintendent shall work 240 contract days and be entitled to twenty (20) non-contract days per year during the term in addition to Board-designated holidays. Non-contract days do not carry over and do not accumulate. Consistent with statutory law, Superintendent shall be permitted to transfer all sick leave accumulated as of June 30, 2025. In addition to those benefits set forth in this Agreement, Superintendent shall be entitled to all other fringe benefits, including disability and life insurance, to which the professional staff of the Board is entitled and on the same basis.
- b. Automobile Expenses. The Superintendent shall be reimbursed for mileage as specified in Board policy when using her personal vehicle on the business of the school district. The Superintendent also will have the option to use a Board-owned vehicle as needed for conducting Board business.
- c. Technology. The Board shall provide the Superintendent with a laptop or tablet that will permit the Superintendent to perform the duties of her office while at home or

traveling. The Superintendent will also be reimbursed for cellphone services pursuant to Board policy and receive mobile hotspot reimbursement in the amount of \$50 per month.

- d. Professional and Civic Dues. The Board recognizes the mutual benefits derived by reason of the Superintendent's membership in certain professional and civic organizations. The Board agrees to pay dues for the Superintendent for membership in the American Association of School Administrators, the Kentucky Association of School Superintendents, the Kentucky Association of School Administrators, the Kentucky Education Association, and one civic club of the Superintendent's choice.
 - e. Expenses. The Board shall pay for reasonable expenses incurred by Superintendent in the continuing performance of her duties under this Agreement. Such expenses shall include those related to hosting guests of the district or Board, and expenses related to recruiting staff. The Superintendent must obtain written permission from the Board Chair if the expense will or is likely to exceed \$100.00.
 - f. Retirement Benefits. The Superintendent shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System.
 - g. Moving Expenses. The Superintendent shall live within the boundaries of the school district within one (1) year of the start of her employment with the district. The Board and the Superintendent may extend this timeframe by mutual agreement. To facilitate the Superintendent's move, the Board will reimburse the Superintendent for up to \$7,500.00 in moving expenses upon presentation of receipts and completion of an expense report.
9. TERMINATION: This Agreement may be terminated under the following conditions:

- a. By expiration of its term;
- b. Mutual agreement between the Board and Superintendent;
- c. Upon Superintendent's failure to satisfactorily perform her duties;
- d. Upon Superintendent's discharge for cause under KRS 160.350;
- e. Upon breach of this contract;
- f. Upon being unable to perform her material duties because of illness or disability¹;
- g. Upon death of Superintendent during the term.

In the event this contract is terminated other than by its expiration, Superintendent, or her estate as the case may be, shall be entitled to receive all compensation and benefits earned or accrued through the date of termination, but shall receive no other compensation.

In addition to the authority of the Board to discharge a Superintendent from her position for cause as set forth under state or federal law or other Board policies or regulations, the Board and Superintendent agree as follows:

The Superintendent and Board jointly acknowledge and recognize that the Superintendent is viewed by students, teachers, administrators and the community as a role model and that as such the Board expects the Superintendent not to violate any statutory law regarding the use of intoxicating beverages, controlled substances, or any other conviction of a statutory criminal offense with the exception of routine traffic violations. To the extent that the Superintendent is convicted of any such offense under any court in any state of competent jurisdiction, the Board may by a four-fifths (4/5) vote of its members discharge the Superintendent from her employment without any further obligation to compensate her or provide other benefits under this Agreement.

¹ For purposes of this agreement, "disability" shall be defined as a mental or physical condition which prevents Superintendent from performing the essential job duties and responsibilities of the Superintendent position for ninety (90) consecutive days or longer.

The Superintendent by execution of this Agreement acknowledges and understands that this provision holds her to a stricter standard of conduct than otherwise provided by law, and she voluntarily waives any defense he might otherwise have at law as to the Board's authority to terminate her employment under this provision. She further waives any and all claims for any relief which she may have arising from the Board's action under this provision. It is clearly understood that the Board's remedy under this section is established as a contractual right to which the Superintendent voluntarily agrees.

10. CONDUCT CLAUSE: The Superintendent will not engage in any serious act of misconduct, including (but not limited to) an act of dishonesty, theft or misappropriation of district property, moral turpitude, insubordination, or any act injuring, abusing, or endangering others, or any act that impedes that ability of the Superintendent to effectively perform her duties.

11. INDEMNITY: The Board agrees that to the extent insurance or similar coverage is afforded to the Board, the Board shall defend, hold harmless, and indemnify the Superintendent from all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as agent and employee of the District provided same arose while the Superintendent was acting within the scope of her employment. If in the good faith opinion of the Superintendent a conflict exists regarding the defense to such claim between the legal position of the Superintendent and the legal position of the Board and/or District, the Superintendent may engage counsel in which event the District shall indemnify the Superintendent for the cost of the legal defense to the extent that insurance or similar coverage is afforded to cover same. The Board shall ensure that tail coverage is included in any liability insurance coverage purchased by the Board to protect the Superintendent from claims that may arise and to pay the one-time premium for tail coverage to the extent it is not included in the existing coverage. In the event any claim is made against the Board, the District, or the Superintendent, at any time when

the Superintendent is no longer residing in the District, and the Superintendent is required to travel to the District as a result of the claim, the Board shall reimburse the Superintendent for the cost of her travel and other out-of-pocket expenses in defending or assisting in the defense of the matter.

12. 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.

13. MISCELLANEOUS.

- a. This Agreement has been executed in Kentucky and shall be governed in accordance with the law of the Commonwealth of Kentucky in every aspect.
- b. Paragraph headings are 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.
- c. This Agreement shall be executed in duplicate originals.
- d. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- e. This Agreement may not be modified unless it is in writing and signed by both Superintendent and Board.

IN TESTIMONY THEREFORE, the Board and Superintendent have caused this Agreement to be executed in their respective names, and in the case of the Board, by its Chair, on the day and year first above written.

SIGNATURE PAGE

Oldham County Board of Education
Crestwood, Kentucky

CHClem 6/4/25

Carly Clem, Board Chair

Claudette Z. Herald 6.4.25

Claudette Herald, Superintendent

ATTEST:

Karen J. Spunkin

STATE OF Kentucky

)

) SS:

COUNTY OF OLDHAM

)

Subscribed and sworn to before me by Carly Clem, Chair of the Oldham County Board of Education, for and on behalf of the Board, this 4 day of June, 2025.

My commission expires: 7.22.2028



Kathryn Luxemburger
NOTARY PUBLIC

STATE OF Kentucky

)

) SS:

COUNTY OF OLDHAM

)

Subscribed and sworn to before me by Claudette Herald, Superintendent this 4 day of June, 2025.

My commission expires: 7.22.2028



Kathryn Luxemburger
NOTARY PUBLIC