

**SUPERINTENDENT’S CONTRACT OF EMPLOYMENT BETWEEN
SUPERINTENDENT AND THE
WAYNE COUNTY BOARD OF EDUCATION**

WHEREAS, the Wayne County Board of Education (the “Board”) is desirous of formalizing its’ commitment with Brian A. Dishman (the “Superintendent” or “Dishman”) for his instructional, professional development, human resource management, fiscal management, and overall managerial leadership,

NOW THEREFORE, BE IT AGREED AS FOLLOWS:

That Brian A. Dishman hereby contracts with THE WAYNE COUNTY BOARD OF EDUCATION OF WAYNE COUNTY, KENTUCKY a/k/a THE WAYNE COUNTY PUBLIC SCHOOLS, as Superintendent of Schools of the District with said term beginning on the 1st day of July, 2025, and expiring on the 30th day of June 2027, in accordance with the common School Laws and Rules and Regulations prescribed by the Kentucky Department of Education.

It is agreed that Dishman shall receive an annual salary and fringe benefits, and that he shall devote his time and best effort to the discharge of the duties of Superintendent as set out by laws, rules, and regulations and policies of the Commonwealth of Kentucky, State Department of Education and the District Board of Education, as provided herein:

THE BOARD AND SUPERINTENDENT AGREE AS FOLLOWS:

- 1. TERM OF EMPLOYMENT:** The Board, in consideration of the promises of the Superintendent stated in this contract, employs the Superintendent as Superintendent of Schools for a term beginning the 1st day of July, 2025 and ending the 30th day of June, 2027. The Board may by specific action and with the consent of the Superintendent further extend the termination date of the Superintendent’s contract to the full extent permitted by the state law pursuant to KRS 160.350(4).
- 2. DUTIES:** The Superintendent shall devote his normal business hours to the discharge of his duties as set out by the laws of this nation and this Commonwealth, the rules and regulations of the state and local board of education, and that failure to do so will invalidate this contract, except that he may enter into a contract with this Board in accordance with the provisions of KRS 160.440.

The Superintendent will be the executive agent of the Board and will have the primary responsibility for carrying out Board policy in the district, whereas, the Board retains the primary responsibility for formulating and adopting district policy.

The Superintendent shall devote his normal business hours exclusively to the business of the school district, pursuant to KRS 160.390, except with advance written consent of the Board as set out in the Board minutes.

3. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT:

Dishman shall hold and maintain a valid certificate which qualifies him to hold the position of Superintendent and Dishman shall hold such certification throughout the period of employment as Superintendent.

4. PROFESSIONAL GROWTH OF SUPERINTENDENT: With the Board's approval at the Board's expense, the Board encourages the continuing professional growth of the Superintendent through the Superintendent's participation, as he might decide in light of the Superintendent's responsibilities as Superintendent, in:

- A. the operations, programs, and other activities conducted or sponsored by local, state, and national school board and school administrator associations;
- B. seminars and courses offered by public or private educational institutions; and
- C. informational meetings with other groups and persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board;

5. COMPENSATION: The Superintendent shall receive an initial base annual salary of ONE HUNDRED AND THIRTY TWO THOUSAND SIX HUNDRED DOLLARS (\$132,000) and the Superintendent shall receive and increase in his then current total salary (base salary, plus all accrued annual and experience based salary raises) equal in percentage to that received by all other certified employees on each and every July 1st for each and every year he is employed by the Board as Superintendent. Any increase in salary for the Superintendent during the life of his contract shall not be deemed either a new contract or that he termination date of his contract, or any extension thereof, has been extended.

The Superintendent shall be entitled to any and all other legally permissible benefits, including family health, vision and dental insurance, applicable to certified and twelve (12) month administrative employees as are incident to their employment relationships with the Board, the Board shall be responsible for the costs of the employee's premiums associated with such benefits.

The Superintendent shall be entitled to contribute to a deferred compensation plan and the Board shall match those contributions up to \$500 a month.

6. Additional Terms: In addition to the minimum annual raise of the salary of the Superintendent, the Board may vote to grant the Superintendent additional merit raises.

In any event, the Superintendent's then current salary may not be decreased.

This salary shall be paid to the Superintendent in regular installments, in accordance with the schedule of salary payments in effect for other certified employees.

- 7. Waiver of the Superintendent's Presence:** Pursuant to KRS 160.370, the Board hereby waives the Superintendent's presence at any and all meetings of the Board when the Superintendent's tenure, salary and/or administration of his office is under consideration unless a majority of the Board votes in open session to request the Superintendent to leave the meeting during the consideration of his tenure, salary, and/or administration of office.
- 8. Professional Associations:** The Board shall pay one-hundred percent (100%) of all reasonable membership charges to the Kentucky Association of School Administrators (KASA), Kentucky Association of School Superintendents (KASS), American Association of School Administrators (AASA) and any other professional associations in which the Superintendent feels it is necessary to maintain and improve his professional skills, as permitted by state law and as first approved by the Board.
- 9. Board Attorney:** The Superintendent has the authority to utilize and direct the services of Board Attorney in the discharge of his duties, as herein described, except when the services of said Board Attorney would or may conflict with the legal interests of the Board. The Board retains the authority to employ and terminate the Board Attorney.
- 10. Contract Extension:** After the completion of the Superintendent's first contract or after two (2) years, whichever comes last, the Board may, no later than June 30, extend the contract of the Superintendent for one (1) additional year beyond the current term of employment pursuant to KRS 160.350(4).
- 11. Formal Acceptance:** The Superintendent's signature is evidence of his formal acceptance of his appointment as Superintendent and his formal acceptance of the term of office.
- 12. Continuing Contract Status:** The Superintendent shall be eligible for continuing contract status as a teacher when he meets all requirements prescribed in KRS 161.720 to 161.810 for continuing contracts for teachers.
- 13. Expenses:** The Board shall reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his duties as Superintendent. These expenses shall include reimbursement for mileage for necessary travel outside the district. Mileage shall be reimbursed at the standard mileage rate as prescribed by the Commonwealth of Kentucky on the date the travel occurred.

14. ANNUAL LEAVE: The Superintendent shall be provided annual leave as prescribed in Board Policy 03.122. The Superintendent shall be eligible to cash in unused annual leave days pursuant to Board Policy upon his retirement or upon the end of his employment as Superintendent.

15. SICK LEAVE: The Superintendent shall be entitled to use, accumulate and be paid upon retirement any sick leave benefits allowed by state law and Board Policies.

16. LEAVE FOR SUPERINTENDENT: Each school year from July 1 through June 30 will consist of 240 working days and 21 (22 Leap Year) non-working days for the Superintendent. The Superintendent will be compensated for holidays same as those holidays which all 240-day certified staff observe. The Superintendent may take as leave, leave equal to that granted all other certified staff in addition to the twenty (20) annual leave days.

17. OUTSIDE EXPENSES: The Superintendent may, with the express consent of the Board, serve as a consultant to other districts or educational agencies, or engage in writing and speaking activities, so long as such activities do not interfere with the Superintendent's duties to this district and are of short terms.

18. EVALUATION: The Superintendent shall be evaluated according to a policy and procedures developed by the Board and approved by the Kentucky Department of Education.

The summative evaluation of the Superintendent shall be discussed and adopted in an open meeting of the Board and reflected in the minutes.

The summative evaluation of the board shall be in writing pursuant to KRS 156.667(6)(b), it shall be made available to the public upon request.

Any preliminary discussions relating to the evaluation of the Superintendent by the Board or between the Board and the Superintendent shall be conducted in closed session. KRS 156.557(6)(c).

19. RETIREMENT BENEFITS: The Superintendent may elect to participate in and be a member of the Kentucky Teacher Retirement Systems, the Board shall pay the employer and employee contributions for the Superintendent's Kentucky Teacher Retirement during the length of this contract.

20. TERMINATION OF EMPLOYMENT CONTRACT: The employment contract of the Superintendent, including any extension thereof, may be terminated by the Board by:

- A. Mutual agreement of the parties
- B. Retirement of the Superintendent
- C. Resignation of the Superintendent
- D. Disability or Death of Superintendent
- E. Discharge for legal cause under the rules, regulations, and/or laws of this Commonwealth and/or the United States of America. Any such discharge shall be given in writing and the Superintendent shall be entitled to appear before the Board, so long as allowed by law be in closed, executive session to discuss such causes.

If the Superintendent chooses to be accompanied by legal counsel at such meeting, the Superintendent shall bear any cost he incurs.
Thereafter, the Superintendent shall be provided a written decision describing the results of the meeting.

21. KINDS OF CERTIFICATES HELD:

- A. Biology 8-12**
- B. Principalship K-12**
- C. Supervisor of Instruction**
- D. Director of Pupil Personnel**
- E. Superintendent**

22. SAVINGS CLAUSE: If, during the term of this contract, a clause or any portion of the contract is found illegal under federal or state law, the remaining portions of the contract shall remain in full force to the extent they are unaffected by the ruling of illegality.

23. MISCELLANEOUS: This written document represents the entire agreement of the parties. The parties are not relying upon any other terms or agreements whether oral or written.

This contract will be construed under the laws of the Commonwealth of Kentucky. This contract may not be amended except as provided for by a public vote of the Board and then in writing as signed by both parties.

The parties agree that jurisdiction for any disputes of this contract shall be in the Wayne County Circuit Court unless the law explicitly states that jurisdiction lies with some other Court.

IN WITNESS WHEREOF, the parties have executed this Contract in conformity with Board approval of this Contract passed on the 6th day of May, 2025, along with authorization given to the chairperson of the Board to effectuate and execute this Contract on behalf of the Board.

Brian A. Dishman

Benton E. Sloan, Chairman

Commonwealth of Kentucky

County of Wayne

The foregoing was signed and acknowledged by Brian A. Dishman before me, a Notary public, this 6th day of May, 2025.

Notary Public, State-At-Large

Notary ID: _____

My Commission Expires: _____

Commonwealth of Kentucky

County of Whitley

The foregoing was signed and acknowledged by Benton E. Sloan before me, a Notary public, this 6th day of May, 2025.

Notary Public, State-At-Large

Notary ID: _____

My Commission Expires: _____

Prepared by:

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