

GATES COUNTY BOARD OF EDUCATION

SUPERINTENDENT'S CONTRACT

It is hereby agreed by and between the GATES COUNTY BOARD OF EDUCATION located in Gates County, North Carolina (hereinafter called "the Board") and Phillip Barry Williams, Ed.D. (hereinafter called the "Superintendent") that the Board in accordance with its action as found in the minutes of the meeting held on the 8th day of May, 2023 did and does hereby replace the contract now existing between the parties, and all amendments thereto, by which the Board employs the superintendent as superintendent pursuant to North Carolina General Statute (G.S.) Sec. 115C-271; effective as of July 1, 2023 on the following terms:

W I T N E S S E T H:

(1) TERM. The Board hereby employs the Superintendent as Superintendent of the Gates County Public Schools effective July 1, 2023 and ending at 11:59 o'clock p.m. on June 30, 2027. Thereafter, the expiration date of this contract may automatically be extended by an additional one year, such that it will end at 11:59 p.m. on June 30, 2028, unless either party shall give written notice to the other by April 1, 2024 that the party does not wish to extend the contract from its then-current expiration date.

(2) DUTIES. The Superintendent shall have the powers, duties and responsibilities of a Superintendent as prescribed by the laws of the State of North Carolina, including but not limited to, N.C. G.S. 115C-276, and such rules and regulations shall be adopted by the Board from time to time. The Superintendent shall have charge of the administration of the school system under the direction of the Board. He shall be the secretary to the Board and Chief Executive Officer of the school system. The Superintendent shall:

(a) direct and assign teachers and other employees of the school system under his supervision;

(b) organize, reorganize and arrange the administration and supervisory staff of the school system, including instruction and business affairs;

(c) recommend the employment and discharge of all personnel;

(d) recommend policies to the Board;

(e) establish procedures for the day-to-day operation of the school system;

(f) provide administrative recommendations for items of business to be considered by the Board and its committees; and

(g) perform such other duties as may be prescribed by the Board.

The Board, individually and collectively, should promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for study and recommendation and

shall refrain from individual interference with the administration of school policies except through Board action.

(3) COMPENSATION. The Superintendent's compensation shall be as follows:

(a) Salary. The parties have agreed upon a salary of \$170,659.20 annually, composed of the amount for which the Superintendent qualifies under the State Salary Schedule for Superintendents and any other applicable state funds with the balance to be paid from local funds. The salary payments will be made on the same schedule as for all other administrative employees.

An increase in salary shall not be deemed to have extended the termination date of this Agreement. The salary paid pursuant to this subparagraph (a) shall not be reduced during the term of this Agreement.

(b) Insurance Benefits. The Superintendent shall also receive life and health insurance coverage as provided to other professional employees of the Board.

(c) Longevity. The Superintendent may receive an annual longevity payment to the extent provided or approved by the State budget each year.

(d) Other Benefits. The Superintendent shall receive other personal benefits as are accorded to other professional employees of the Board. The Superintendent shall not receive

any salary amounts which are not authorized in this Agreement or by specific Board action.

(4) DISABILITY. Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other causes beyond his control and should said disability exist for a period of more than sixty (60) working days; or if said disability is permanent, irreparable, or of such nature as, in the determination of the Board will make the performance of his duties impossible, the Board may, at its option, terminate this Agreement, whereupon the respective duties, rights and obligations hereof shall terminate. Determination of the existence or non-existence of total or permanent disability shall be made by the Board pursuant to an examination by a physician, psychiatrist, psychologist or mental health professional then currently licensed to practice in the State of North Carolina or the State of Virginia and selected, appointed or approved by the Board.

(5) ANNUAL LEAVE. The Superintendent shall receive annual leave as provided by the General Statutes of North Carolina and applicable regulations of the State Board of Education. In addition, the Superintendent will receive an additional two weeks of paid leave per year.

(6) SICK LEAVE. The Superintendent shall receive annual sick leave earned at the same rates provided for other employees of the Board. Earned sick leave days shall be cumulative.

(7) TRANSPORTATION. The parties recognize that the administrative and professional duties of the Superintendent will require extensive travel within and out of Gates County, North Carolina. The Board shall provide the Superintendent with a vehicle suitable for his use. The Board will also provide Superintendent with fuel for the vehicle.

(8) RESIDENCY. Consistent with N.C.G.S. 115C-272, the Superintendent is required to continue to reside in Gates County, North Carolina, during the term of his employment.

(9) PROFESSIONAL DEVELOPMENT. The Superintendent should be a member of appropriate professional and community organizations. The Board shall pay annual dues for the Superintendent's membership in The American Association of School Administrators, The North Carolina Association of School Administrators and one local civic club selected by the Superintendent. In addition, the Superintendent shall attend appropriate professional meetings at the local, state and national level, the expense of said attendance (beyond that provided in paragraph 7 above) to be incurred by the Board. The Superintendent shall file an itemized expense statement with the Chairman of the Board or the Finance Officer. Reimbursement of