

March 30, 2022

TO: Andre F. Mayes, General Counsel, Charlotte-Mecklenburg Board of Education

RE: Earnest Winston, Superintendent, Charlotte-Mecklenburg Schools

Dear Ms. Mayes,

Let me begin by stating again that Mr. Winston's preference is to continue as Superintendent. However, for him and the district to be successful, immediate changes in Board behavior must occur.

One of the basic tenets of Cognia accreditation is that Boards of Education refrain from interfering with the administrative responsibilities assigned solely to the Superintendent. Cognia Standard 1.15 states, "The governing authority adheres to a code of ethics and functions within defined roles and responsibilities." In fact, this is by far the number one reason school districts are called in for Special Review, probation and even loss of accreditation. Your client has repeatedly violated this standard. Two examples were actually put in writing by the Board in a memo to Mr. Winston dated December 3, 2021, and titled "Board Expectations for Superintendent." It states as follows:

1. The Board's three direct reports - General Counsel, Chief Compliance Officer, and Superintendent - "must" hold a meeting at least one hour long every two weeks, with the first meeting occurring before December 20. "We" can reconsider frequency at the end of the third quarter, March 25, 2022. The agenda for these meetings can be whatever the three of you wish to discuss. We want the three of you to be in abundant communication with one another, and to strengthen your relationship as thought partners. Scott and Andre can be strong advisors.

In this example, the Board directed the Superintendent to hold meetings with certain staff; told him how often he must meet with them; how long the meetings should be, and then told him that they (the Board) would review the frequency of these meetings at the end of March 2022.

In addition to the Cognia violation, I refer you to the Superintendent's contract 2. Responsibilities. e. Have charge of the administration of the schools, including staff under his charge, students, and facilities. And h. Direct, assign, and reassign teachers and other staff under his charge, provided that he will inform the Board prior to the administrative transfer of any school principal.

From the same December 3, 2021, memo:

2. You need a different Chief of Staff with strong skill sets that are different from yours and that complement yours, specifically coming from school house experience and/or experience supporting the management of a large organization. Your current Chief of

Staff has significant strengths but her skill set is too close to your own. You do not balance each other out. We do not see you achieving success with her by your side in this position. We share this based on our own observations, as well as abundant feedback from staff and community leaders. Change "must" be initiated by December 31, 2021.

Here, the Board is directing that he either terminate or reassign one of his most trusted advisors. They also proceed to tell him the skill set that her replacement must have and they can't be similar to his. They also told him this change must be initiated by December 31, 2021, just 28 days from the date of this memo.

These actions have sent a clear message to some staff: the Superintendent is not the administrative leader of the district. This has created a culture where staff are interacting with the Board on matters which should be between staff and the Superintendent. Just this month, your Communication department leader resigned and the notes he used for his exit interview provide numerous examples of this Board's interference, and he states this was a major factor in his decision to leave.

There are other examples but that is not the entire purpose of this communication to you. In addition to having his leadership undermined, the Board has now on several occasions suggested that he leave, while not offering to pay him what is clearly in his contract; namely the termination for convenience clause. They have even hired an outside attorney to conduct interviews in an apparent effort to find cause to terminate him. Most recently, three (3) Board members met with Mr. Winston and suggested that he think about a "mutual" parting of the ways. This is after he tried to accommodate what he thought was the desire of the Chair to make an offer to resign so as to save the Board the need to terminate him. His offer from that date is still on the table but at this point, I must advise him not to have further meetings where the purpose is to discuss him leaving.

If the Board is genuinely ready for him to leave, then exercise the termination for convenience option in his contract which they adopted scarcely more than one year ago and we can move on.

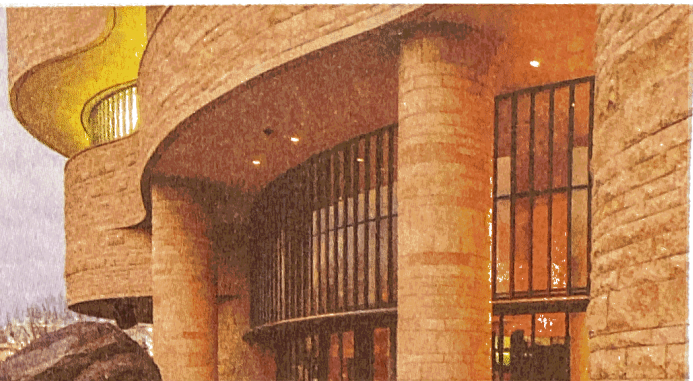
However, if if they can agree to stop the aforementioned behaviors, and agree to bring in a trained consultant who can work with the Board and Superintendent on proper roles and responsibilities, then Mr. Winston believes they can begin to work better as a team for the benefit of the students and he is willing to do so.

Please let me know the Board's decision.

Sincerely,

Glenn Brock, Esq.

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Ann,

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of Mr. Winston.

Ruby

