

April 4, 2022

Glen Brock, Esq.
brockdg@outlook.com

Re: *Earnest Winston, Superintendent, Charlotte-Mecklenburg Board of Education*

Dear Mr. Brock,

I am writing in response to your March 30, 2022, communication to me. Let me begin by stating that student achievement is the primary focus of the Charlotte-Mecklenburg Board of Education (“the Board”). With that said, a significant portion of our school district’s success in achieving positive student outcomes depends, undoubtedly, on the performance of not just the Board, but Mr. Winston, as superintendent and the Board’s agent.

The North Carolina State Legislature has given to local boards of education “all powers and duties respecting public schools that are not expressly conferred on some other official.” NCGS 115C-36. The statute goes on to state that local boards of education “shall have general control and supervision of **all** matters pertaining to the public schools in their respective administrative units.” “All acts of local boards of education, not in conflict with State law, shall be binding on the superintendent, and it shall be his duty to carry out all rules and regulations of the board.” NCGS 115C-276. It is against this statutory framework that I will respond to the allegations you make against the Board.

You claim that the Board has violated an accreditation standard by not adhering to a code of ethics and does not function within defined roles and responsibilities. As a general response, I refer you to the Board Operations Procedures Manual [here](#). More specifically, the Board’s Standards of Conduct, on p. 3 of the manual, includes a link to the Board’s Code of Ethics. Within the Code of Ethics, there are links to Policy BBA, the Duties of the Board and to Policy BDD, Superintendent/Board Relations. Additionally, I refer you to pp.5-6 of the manual, which sets forth the Board’s delegation of authority to the Superintendent.

You cite two examples that were included in written expectations that the Board set for the Superintendent. As you are aware, these Board expectations were developed after several evaluation meetings with the Superintendent. Your first assertion is that the Board somehow interfered with the Superintendent’s role when it required scheduled meetings between the Board’s three direct reports—General Counsel, Chief Compliance Officer, and Superintendent. Although you referred to the General Counsel and Chief Compliance Officer as staff, we do not report to the Superintendent. The three of us, as direct reports to the Board, are required to “perform all duties ... vested by the Board.” The Superintendent’s contract states that he shall work collaboratively with the General Counsel and my contract states that I shall work collaboratively with the Superintendent. Additionally, Board Policy BDH states that the Chief Compliance Officer will work collaboratively with the Superintendent and the General Counsel. In fact, the three of us were meeting on a regular basis prior to the Board’s December 3, 2021, communication to the Superintendent.

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Your next assertion is that the Board directed the Superintendent to either terminate or reassign his Chief of Staff. The Board has never directed the Superintendent to terminate the Chief of Staff and nowhere in the December 3, 2021, communication is there language to that effect. The Chief of Staff's contract, like all executive contracts, are with the Board, which means only the Board can terminate the contract. Additionally, the Chief of Staff's contract, like all executive contracts, states, "[a]t anytime during the Term, the Superintendent **or the Board** may, without cause or explanation, reassign the Associate Superintendent to a position with the Board other than the position of Associate Superintendent." The Board did not exercise its authority to reassign the Chief of Staff. Rather, the Board, after sharing specific concerns with the Superintendent, asked the Superintendent to initiate the reassignment by December 31, 2021.

I cannot respond to your assertion that "Board interference" was a major factor in the Communication department leader resigning. Although the Superintendent has shared those reasons with you, which may be a violation of our State's personnel privacy laws, he has not shared those reasons with the Board.

Your final assertion is that the Board has "on several occasions suggested" that the Superintendent leave. Although we both agreed it is not productive to engage in a back and forth on these facts, it was the Superintendent's coach, Robert Avossa, who initially raised voluntary separation with the Board Chair. Regardless, the Superintendent's contract includes as one of the termination events, "termination by mutual consent". Termination by mutual consent is not the same as "termination for convenience", which is a unilateral action by the Board.

You also state that the Superintendent's offer to resign is still on the table. However, the Superintendent and you made it crystal clear to me that his offer was off the table. Three Board members, who were representing the entire Board, recently met with the Superintendent to share the Board's continuing concerns with the Superintendent's performance and to see if he was willing to resume discussions regarding a mutual separation. The Superintendent, as did your March 30, 2022, communication, made it clear that he wants to remain in his position and does not wish to engage in discussions regarding a mutual separation.

I also want to be clear, the Board, individually and collectively, has every right to meet with the Superintendent to discuss his performance and express their concerns. The Board will not agree to bring in a trained consultant as you requested. The Board has established roles and responsibilities for the Board and the Superintendent through policy and their Student Outcomes Focused Governance work with the Council of Great City Schools. More importantly, it is the Board's sole responsibility to employ the Superintendent, to prescribe his duties, and to evaluate his performance.

As to your specific claims, the Board has acted within its authority as set forth by law and policy.

Sincerely,

André F. Mayes

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General Counsel

Charlotte-Mecklenburg Board of Education