

FIRST AMENDMENT TO SUPERINTENDENT EMPLOYMENT AGREEMENT

This First Amendment (“Amendment”) to Superintendent Employment Agreement dated February 23, 2021, is made and entered into between The Charlotte-Mecklenburg Board of Education (“Board”) and Earnest Winston (“Superintendent”). The parties agree to the following amendments to the Superintendent Employment Agreement dated August 2, 2019 (“Agreement”):

1. **Amendment of the Agreement.** Effective as of July 1, 2021, the Agreement is hereby amended.

2. **Revision to Term.** The parties agree to extend the Agreement’s ending date set forth in Section 1. of the Agreement from June 30, 2022 to June 30, 2025.

3. **Revision to Base Salary.** The parties agree the base salary of Superintendent will be \$288,400 per year (“Base Salary”), which represents a 3% salary increase of the base salary set forth in Section 7. of the Agreement. This amount will be paid to Superintendent in equal monthly installments of approximately \$24,033.33. Moreover, during the Term, in addition to the Base Salary, Superintendent will receive any salary increases awarded by the State of North Carolina after June 30, 2022.

4. **Revision to Local Paid Leave.** The parties agree to increase the number of local paid leave days set forth in Section 9.b. of the Agreement from 10 days to 20 days.

5. **Termination for Convenience.** The parties agree to remove and replace the last two sentences in Section 15.c. of the Agreement with the following:

The Board may, at its option, unilaterally terminate this Agreement by giving Superintendent notice of its intent to terminate this Agreement for convenience. In the event of such termination, the Board shall pay Superintendent, as severance pay, the Base Salary Superintendent would have earned pursuant to Section 7. of the Agreement for a period of 24 months following the effective date of the termination of the Agreement or the remaining time of the contract, whichever is less. Such amounts will be payable to Superintendent at the same time and in the same manner as Superintendent’s prior Base Salary payments. In the event that the Board offers to terminate the contract by paying the amount specified herein, the right to a hearing before the Board, as specified in Section 15.f. of the Agreement, the right to appeal the Board’s actions, and the right to file any claim against the Board, its officers, members, employees, and representatives relating to or arising out of his employment with the Board shall be considered waived by Superintendent.

6. **Contract Otherwise Unchanged.** The parties agree that in all other respects, except as specifically amended by fully-executed written addendum to the Agreement, the Agreement remains unchanged and all of its terms remain in full force and effect and as a binding contract between the parties.

The parties are signing this Amendment effective as of the date stated in the introductory clause.

**THE CHARLOTTE-MECKLENBURG
BOARD OF EDUCATION**

Elyse Dashew, Chairperson

ATTEST:

Thelma-Byers Bailey, Vice Chairperson

SUPERINTENDENT

Earnest Winston

APPROVED AS TO FORM:

André F. Mayes, General Counsel

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

Sheila Shirley, Finance Officer

Date