

EMPLOYMENT CONTRACT
Melissa Balknight

This Employment Contract (this “Agreement”) is made and entered into on **May 31, 2023**, by and between **The Charlotte-Mecklenburg Board of Education** (the “Board”) and **Melissa Balknight** (“Deputy Superintendent”).

The Board has a need for a deputy superintendent and desires to retain the Deputy Superintendent to serve in such position. The Deputy Superintendent is qualified by credentials and experience to serve in such capacity and desires to do so. The parties are setting forth in writing the terms of their agreement, subject to the terms and conditions set forth below and acknowledging the exchange of adequate and appropriate consideration.

Therefore, the parties agree as follows:

1. Term. The term of this Agreement shall begin on **August 3, 2023** and end on **June 30, 2027** (the “Term”), unless sooner terminated in accordance with this Agreement.

2. Licensure. To the extent required by applicable state law and/or state regulations, the Deputy Superintendent shall hold valid and appropriate licensure and shall maintain such licensure during the Term. The parties agree that the failure of the Deputy Superintendent to hold and maintain required licensure shall render this Agreement null and void and shall be grounds for termination of the Deputy Superintendent’s employment.

3. Title. The initial title shall be **Deputy Superintendent**. This title may be changed or modified, without cause or explanation, by the Superintendent or the Board at any time and from time to time during the Term.

4. Duties. In addition to the duties described below, the duties of the Deputy Superintendent, as well as any reporting structure involving the Deputy Superintendent, shall be determined by the Superintendent or the Board from time to time during the Term. The Deputy Superintendent’s duties shall include: (a) all duties prescribed for said position as set forth in Chapter 115C of the North Carolina General Statutes or state regulations; (b) all duties assigned to the Deputy Superintendent by the Superintendent or the Board; (c) compliance with all Board policies and regulations, including all rules of conduct governing the behavior of Board employees; (d) adherence to all lawful requests and instructions of the Superintendent or the Board; (e) faithfully and loyally serving the Board, including compliance with all conflict of interest policies and regulations of the Board; (f) not engaging in any activities that would detract from the proper performance of the duties of the position; and (g) not engaging in any misconduct of such a nature as to indicate unfitness to continue in the position, which includes but is not limited to any act of dishonesty, fraud, or disloyalty, or any conviction or guilty plea or plea of nolo contendere for any crime of moral turpitude or for any felony.

5. Reassignment. At any time during the Term, the Superintendent or the Board may, without cause or explanation, reassign the Deputy Superintendent to a position with the Board other than the position of Deputy Superintendent. In the event of any such reassignment, unless otherwise agreed to by the parties to this Agreement, the Deputy Superintendent’s compensation and benefits shall not be reduced for the balance of the Term.

6. Compensation. During the Term, the base salary of the Deputy Superintendent shall be as provided for by the State Salary Schedule and any applicable supplements thereto, to the extent allowed

by applicable state law and regulations. In addition to such amounts paid to the Deputy Superintendent from state funds, during the Term, the Board agrees to supplement the Deputy Superintendent's state salary and applicable state supplements from local funds such that the Deputy Superintendent's total, monthly aggregate base salary (from state and local funds) shall be approximately **\$18,768.83**, equivalent to an annual aggregate base salary amount of **\$225,226.00** per fiscal year (the "Base Salary").

The Base Salary for any above applicable fiscal year period(s) shall be payable to the Deputy Superintendent by the Board from state and local funds in monthly installments or as may be otherwise agreed to by the Deputy Superintendent and the Board. In addition, the parties agree that the amount of the Deputy Superintendent's Base Salary shall be reviewed annually by the Superintendent during the Term, at which time pursuant to the Board's delegation of authority hereby set forth in this Section 6, the Deputy Superintendent's Base Salary may be increased by action of the Superintendent beyond that which is provided for in this Section 6. Moreover, in addition to the Base Salary, the Deputy Superintendent shall receive any salary increases awarded by the State of North Carolina, if applicable and allowed by state law and/or regulations, and such other specifically authorized increases for the Deputy Superintendent as may be approved by the Superintendent from local funds. Any such salary increase awarded by the State of North Carolina shall apply as of the effective date of this Agreement.

7. Benefits. Deputy Superintendent shall receive leave and other benefits in accordance with the provisions in Chapter 115C of the North Carolina General Statutes and local policy generally applicable to other twelve-month employees. The Board recognizes that Deputy Superintendent does and will commit to the services of the Board many hours of additional time above and beyond those necessary for the completion of her duties, including time spent locally and outside of Mecklenburg County representing the Board, some of which duties often occurs at night and on weekends. Therefore, during each fiscal year during the Term, Deputy Superintendent shall accrue and be eligible to take **five (5) days of additional, local paid leave each year ("Contract Leave Days")**, so long as the needs of her position are adequately provided for during such time. Deputy Superintendent shall take Contract Leave Days prior to using any accrued, unused annual leave days. Furthermore, any Contract Leave Days that are not used during the fiscal year in which it is granted shall be automatically forfeited and shall neither be accumulated, carried over to the following fiscal year, nor subject to any payment by the Board at the time of Deputy Superintendent's separation from employment with the Board (whatever the reason for the end of the employment relationship).

8. Termination. The parties agree that this Agreement may be terminated and the Deputy Superintendent thereby dismissed at any time for: (a) failure to maintain licensure as required by this Agreement; (b) failure to perform the duties of the position as required by this Agreement; and (c) any of the reasons set forth in Chapter 115C of the North Carolina General Statutes, including § 115C-278.

9. Evaluation. The Deputy Superintendent shall be evaluated as determined by the Superintendent and in accordance with any applicable performance standards and criteria as may be established by the State of North Carolina, the Superintendent, or the Board. In addition, during each fiscal year of the Term, the Superintendent, in consultation with the Deputy Superintendent, shall establish a set of organizational and individual goals that the Superintendent may use, in part, in evaluating the Deputy Superintendent's job performance.

10. Public Nature of Contract. The parties hereby acknowledge that pursuant to the laws of the State of North Carolina this Agreement shall not be confidential and shall be open for disclosure to and review by the public and other third parties.

11. Modification. This Agreement may be amended during the Term by the mutual consent

of the parties. Any such amendment shall be in writing, approved by official action of the Board, and accepted in writing by the Chairperson of the Board and the Deputy Superintendent.

12. Savings Clause. If, during the term of this Agreement, it is found that a specific clause of this Agreement is unlawful under federal or state law, the remainder of the Agreement not affected by such ruling shall remain in force.

13. Governing Law. This Agreement shall be governed by, controlled by and enforced in accordance with the laws of the State of North Carolina.

14. Merger and Relinquishment Clause. The offer of employment set forth in this Agreement is conditional, subject to: (a) the Deputy Superintendent's ability to perform the essential functions of her position as defined by the Superintendent and Board and applicable state law, with or without reasonable accommodations, as required per the terms of N.C. Gen. Stat. § 115C-323; (b) the results of the Deputy Superintendent's authorized pre-employment background checks, which must show the absence of, among other things, any criminal record deemed unacceptable by the Board per Board policy or regulation and/or applicable state law in relation to the Deputy Superintendent's position; (c) verification of the Deputy Superintendent's credentials; and (d) verification of the Deputy Superintendent's employment eligibility. Upon the effective date of this Agreement, unless otherwise agreed to in writing by the parties, this Agreement shall constitute the entire agreement between the parties regarding the employment of the Deputy Superintendent during the Term, and there shall be no other agreements, orally or in writing, concerning such employment except for the terms in this Agreement. The parties also agree that there are no representations, promises or undertakings concerning such employment that are not expressed herein, and that there are no collateral agreements, stipulations, promises or understandings of any kind whatsoever by the parties in any way affecting the subject matter of this Agreement that are not expressly set forth in this Agreement. This Agreement completely supersedes and replaces any and all offers of employment and/or employment agreements between the parties, if any, that otherwise would be in force as of the effective date of this Agreement. Finally, to the extent not already relinquished, this Agreement constitutes a voluntary relinquishment by the Deputy Superintendent of all rights, if any, to career status with respect to any prior position held by the Deputy Superintendent, whether as a teacher, principal or other administrator.

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

**THE CHARLOTTE-MECKLENBURG
BOARD OF EDUCATION**

Elyse Dashew, Chair

ATTEST:

Stephanie Sneed, Vice Chair

Melissa Balknight

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**

By: _____
Sheila Shirley, Finance Officer