

STATE OF NORTH CAROLINA

WAKE COUNTY

**SUPERINTENDENT CONTRACT REVISION:  
FIFTH AMENDMENT TO EMPLOYMENT CONTRACT**

The Wake County Board of Education (“Board”) and Dr. James G. Merrill (“Superintendent”) agree to the following amendment to the Employment Contract for Superintendent made and entered into between the parties on the 18<sup>th</sup> day of June 2013 and amended on December 17, 2013, October 21, 2014, May 4, 2015 and October 20, 2015 (the “Contract”):

1. Revision to Section 15. The parties agree to revise Section 15 of the initial Contract as follows:

The Board may, at its option, unilaterally terminate this contract. In the event of such termination the Board shall pay to the Superintendent, as severance pay, the annual aggregate salary he would have earned pursuant to Section 3A of this Agreement for the upcoming twenty-four (24) months of the contract or the remaining time of the contract, whichever is less. 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 14 of this Agreement, and the right to appeal the Board’s actions shall be considered waived by the Superintendent.

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

IN WITNESS WHEREOF, the Board and Superintendent have approved this Fifth Amendment upon the conditions stated above this \_\_\_ day of February, 2016.

WAKE COUNTY BOARD OF EDUCATION

\_\_\_\_\_(SEAL)  
Chairperson

ATTEST:

\_\_\_\_\_(SEAL)  
Vice Chairperson

SUPERINTENDENT

\_\_\_\_\_(SEAL)  
Dr. James G. Merrill

Pursuant to N.C. Gen. Stat. §115C-441(a), this instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date