

**Cape Fear Center for Inquiry
Minutes from Monthly Board Meeting
05/19/09**

Attended by: David Ball, Harden Barker, Beth Carter, Linda Conley, Brian Corrigan, John Fuller, Michele Hair, Bob Marcino, Sarah McCorcle, Partnership (Heather Kelejian), Anne Patterson, Deb Powell, Jane Radack, Teresa Spanos, Jan Tremon-Jenkins

Absent: Rick Lawson

Visitors: Board applicants, 8th grade presenters and families, Tom Wolf, Kathy Rettig, Michael Zentmeyer, Lori Underwood, Nancy Johnsen, Faculty

Meeting called to order at 7:04 pm.

Minute Approval: Bob Marcino motioned to approve the minutes from 4-21-08. Teresa Spanos seconded. Motion carried unanimously. John Fuller motioned to approve the minutes from 5-04-08. Sarah McCorcle seconded. Motion carried unanimously. Teresa Spanos motioned to approve minutes from 5-11-08. John Fuller seconded. Motion carried with 9 yeas and 1 abstention.

Inquiry Showcase/Presentation: 8th graders presented their speeches/dramatizations about some of the most influential personalities from the 20th century.

Visiting Faculty: Teresa Lambe spoke to the vote regarding the upcoming vote for new board members. Tami Mix spoke about upcoming budget cuts regarding regarding a lack of policy about how Teacher Assistants are hired back, and whether an employee who takes a position which is eliminated can be hired back in another capacity based on seniority. Lori Winner spoke in support of Todd Godbey, a candidate for the board. Lori Winner also read a letter from regarding the vote for new board members. René Lemons-Matney spoke regarding the upcoming vote for new board members. Nancy Kachadurian spoke in support of Todd Godbey, a candidate for the board, and spoke about the vote for new board members. Joanne Brinkley spoke about the vote for new board members.

Visiting Parent or Community Members: None.

Partnership: Heather Kelejian gave a Partnership update. The Partnership voted its new officers in and Heather Kelejian will be serving as the Partnership seat for the 2009/2010 school year.

Director's Report (Brian Corrigan):

Action Items:

- Sarah McCorcle motioned to approve the 568 Voluntary Shared Leave for Sharon Moore. Deb Powell seconded. The discussion included the question as to

whether there will be enough teachers to cover this. Brian Corrigan assured the board that there will be more than enough. Motion carried unanimously.

- Deb Powell motioned to extend Missy Ritchie a contract to fill the position of Art Teacher for the 09/10 school year. Linda Conley seconded. Motion carried unanimously. Ms. Ritchie has 20 years of experience as an art teacher in Brunswick County, is a National Board Certified Teacher and has won several state awards and recognitions.
- Changes in CFCI Teacher Contracts were shared. Numbers 4, 7 and 9 were changed on both contracts.

The following contract is for teachers who began teaching at CFCI prior to the 2008/09 school year:

CAPE FEAR CENTER FOR INQUIRY TEACHER CONTRACT (FIRST PAYMENT 7/30)

THIS AGREEMENT entered into this the ____ day of _____, _____, between the Cape Fear Center for Inquiry, a Charter School organized and operated under the laws of the State of North Carolina, the party of the first part (hereinafter referred to as "Employer") and

_____, the party of the second part (hereinafter referred to as "Employee"), for valuable consideration as set forth herein and in accordance with the school laws of the state of North Carolina, which are hereby made a part of this agreement, WITNESSETH:

1. **POSITION AND DUTIES.** Employer shall employ Employee and Employee shall accept employment from the Employer, upon the terms and subject to the conditions set forth herein below and in their position description. Employee's duties shall be subject to the direction and control of the Cape Fear Center for Inquiry's Board of Directors.
2. **MISSION AND VISION.** The Employee will make him/herself knowledgeable of the CFCI mission and vision and will adhere to them.
3. **LICENSURE.** All teaching employees will maintain, or be actively pursuing licensure with the State of North Carolina in his/her teaching area. For the purposes of this contract, "actively pursuing" shall be defined herein as Employee completing at least six credit hours of licensure-related instruction each contract year at an accredited college or university.
4. **EVALUATION.** Teachers will be evaluated according to the procedures in the CFCI Staff Handbook. All documents must be provided regardless of employment intentions for the following year.
5. **SOCIAL CURRICULUM.** The Employee will read Teaching Children to Care and apply its principles to provide a safe, positive, caring, and effective classroom climate/environment.
6. **OUTSIDE ACTIVITIES.** Employee shall not render to others services that would adversely impact his or her job performance, obligations or other duties associated with this agreement.
7. **SALARY.** Employee will receive an annual salary to be paid monthly in accordance with the Employer's usual practice and shall be subject to such payroll and withholding reductions as may be required by law. Such salary amount shall be in accordance with the State salary scale plus a supplement equal to the amount the employee would earn based on the New Hanover County Schools supplement schedule. Supplement payment is subject to the condition that the State funds received cover the costs of school operation.
8. **APPLICABILITY OF TERMS.** The terms of this agreement are applicable for the period of the 2009-10 school year. Employee acknowledges that this agreement may be terminated at any time by Employer and that Employer is in no way obligated to renew the terms of this agreement upon its expiration. If the position for which the employee is employed is terminated for any reason deemed necessary and proper by the employer, the terms of this agreement shall also be terminated. If employee is, in the opinion of the employer, in violation of the terms of this agreement, employee may be terminated and this agreement will be void.

9. COMPENSATION: The pay schedule for this undersigned is as follows: the total salary will be divided into 12 equal payments. The first payment will be on July 30, of the beginning year. The final payment will be on June 30, of the following year, unless there is a separation of service prior to June 18, of that same year. If there is a separation of service for any reason prior to June 18, of the following year from the signing of this agreement, the employee will be responsible to repay to CFCI any salary paid for days not worked. Nothing in this paragraph should be construed as altering the at-will employment. Repayment of unearned monies shall occur within 30 days of the separation.

10. ARBITRATION OF DISPUTES. The laws of the State of North Carolina shall govern this Agreement for Employment. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this agreement including any claim based on contract, tort, or statute, shall be resolved, at the request of either employer OR employee by final and binding arbitration conducted at a location determined by the arbitrator. Said arbitration shall be conducted and administered by and in accordance with the then existing Rules of Practice and Procedure as set forth by the American Arbitration Association and judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof. Both employer and employee agree to pay for their own respective costs of arbitration, including attorney fees. Any joint costs shall be divided and paid equally by employer and employee.

11. SEVERABILITY. Should any provisions of this Agreement be held to be invalid, unenforceable or in conflict with any applicable state and/or federal law, all other provisions shall nevertheless continue in full force and effect.

12. JURISDICTION. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of North Carolina.

13. MISCELLANEOUS. Pursuant to NC GEN.STAT. § 115C-238.29H., no indebtedness of any kind incurred or created by Employer shall constitute any indebtedness of the State or its political subdivisions, and no indebtedness of Employer shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions.

14. AT WILL EMPLOYMENT. Employer and employee acknowledge that employment shall be at will. Nothing stated or agreed to herein shall in any way be construed as altering the term of at will employment. This provision takes precedence over any oral agreement between the parties, or any provision of the CFCI Staff Handbook.

15. SPECIAL CONDITIONS. None.

Employee hereby agrees that this agreement contains the entire understanding of employment and there are no representations, warranties, covenants or undertakings other than those set forth herein. Upon the signing of this agreement, any and all previous agreements entered into between the parties of employment matters are hereby revoked.

IN WITNESS WHEREOF the parties have executed this AGREEMENT OF EMPLOYMENT in duplicate on the day and year first written.

_____	_____	_____
Employee	Date	President, Board of Directors, Cape Fear Center for
Inquiry	Date	Inquiry

The following contract is for teachers who began teaching at CFCI for the 2008/09 school year:

CAPE FEAR CENTER FOR INQUIRY TEACHER CONTRACT (FIRST PAYMENT 8/30)

THIS AGREEMENT entered into this the ____ day of _____, _____, between the Cape Fear Center for Inquiry, a Charter School organized and operated under the laws of the State of North Carolina, the party of the first part (hereinafter referred to as "Employer") and

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3. LICENSURE. All teaching employees will maintain, or be actively pursuing licensure with the State of North Carolina in his/her teaching area. For the purposes of this contract, "actively pursuing" shall be defined herein as Employee completing at least six credit hours of licensure-related instruction each contract year at an accredited college or university.
4. EVALUATION. Teachers will be evaluated according to the procedures in the CFCI Staff Handbook. All documents must be provided regardless of employment intentions for the following year.
5. SOCIAL CURRICULUM. The Employee will read Teaching Children to Care and apply its principles to provide a safe, positive, caring, and effective classroom climate/environment.
6. OUTSIDE ACTIVITIES. Employee shall not render to others services that would adversely impact his or her job performance, obligations or other duties associated with this agreement.
7. SALARY. Employee will receive an annual salary to be paid monthly in accordance with the Employer's usual practice and shall be subject to such payroll and withholding reductions as may be required by law. Such salary amount shall be in accordance with the State salary scale plus a supplement equal to the amount the employee would earn based on the New Hanover County Schools supplement schedule. Supplement payment is subject to the condition that the State funds received cover the costs of school operation.
8. APPLICABILITY OF TERMS. The terms of this agreement are applicable for the period of the 2009-10 school year. Employee acknowledges that this agreement may be terminated at any time by Employer and that Employer is in no way obligated to renew the terms of this agreement upon its expiration. If the position for which the employee is employed is terminated for any reason deemed necessary and proper by the employer, the terms of this agreement shall also be terminated. If employee is, in the opinion of the employer, in violation of the terms of this agreement, employee may be terminated and this agreement will be void.
9. COMPENSATION: The pay schedule for this undersigned is as follows: the total salary will be divided into 12 equal payments. The first payment will be on August 30, of the beginning year. The final payment will be on July 30, of the following year, unless there is a separation of service prior to June 18, of that same year. If there is a separation of service for any reason prior to June 18, of the following year from the signing of this agreement, the employee will be responsible to repay to CFCI any salary paid for days not worked. Nothing in this paragraph should be construed as altering the at-will employment. Repayment of unearned monies shall occur within 30 days of the separation.
10. ARBITRATION OF DISPUTES. The laws of the State of North Carolina shall govern this Agreement for Employment. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this agreement including any claim based on contract, tort, or statute, shall be resolved, at the request of either employer OR employee by final and binding arbitration conducted at a location determined by the arbitrator. Said arbitration shall be conducted and administered by and in accordance with the then existing Rules of Practice and Procedure as set forth by the American Arbitration Association and judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof. Both employer and employee agree to pay for their own respective costs of arbitration, including attorney fees. Any joint costs shall be divided and paid equally by employer and employee.
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14. AT WILL EMPLOYMENT. Employer and employee acknowledge that employment shall be at will. Nothing stated or agreed to herein shall in any way be construed as altering the term of at will employment. This provision takes precedence over any oral agreement between the parties, or any provision of the CFCI Staff Handbook.
15. SPECIAL CONDITIONS. None.

Employee hereby agrees that this agreement contains the entire understanding of employment and there are no representations, warranties, covenants or undertakings other than those set forth herein. Upon the signing of this agreement, any and all previous agreements entered into between the parties of employment matters are hereby revoked.

IN WITNESS WHEREOF the parties have executed this AGREEMENT OF EMPLOYMENT in duplicate on the day and

year first written.

Employee Inquiry	Date	President, Board of Directors, Cape Fear Center for
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- Jane Radack motioned to accept the new contract. Deb Powell seconded. The discussion included the question about aligning with the county's supplement decisions and the absence of voting of faculty board members on contract issues. Motion carried with 8 yeas and 2 abstentions.

Informational Items:

- The Health Department's inspection improved our score from 87 to 93. CFCI has 100% compliance with staff receiving their TB tests as mandated by law.
- DPI's EC case/investigation case against CFCI is officially closed and CFCI is in complete compliance as of April 24, 2009.
- Nancy Johnsen presented an analysis of the 2008-09 EC services as well as a preview of the 2009-10 student needs and staffing requirements.
- Lori Benazzi, 4th grade long term sub, was honored as "Teacher of the Week" by FM 102.7 GNI on May 14th, 2009.
- A Policy Review Committee has been formed.
- For the first time in CFCI history, there is the possibility of a reduction in force due to budget limitations. CFCI teachers are on a one year (right to work) contract and teacher assistants do not have contracts at CFCI. The administration is charged with assuring that every available (budget limiting) position every year is filled with an employee with the best skill set pertaining to that specific position in order to facilitate the highest student achievement possible.

Executive Committee Report:

There was one redirected agenda requests, Tami Mix, who spoke at the beginning of the meeting.

Board Recruitment:

The 2008/2009 CFCI Executive Committee recommended the following CFCI Board Election Procedures be adopted. These procedures are in accordance with CFCI bylaws and NC Open Meeting Law. Recommendations from the 2007 Alternative Dispute Resolution (ADR) Assessment were also included.

CFCI Board Election Procedures

Open Board seats shall be advertised both in the CFCI community as well as the broader Wilmington community. A deadline for receiving applications shall be set in the March meeting preceding the May vote.

The Board Secretary shall be in charge of receiving and processing all board applications. This includes sending out reference requests and forwarding all received applications and reference responses out to board members.

The Board shall be encouraged to keep in mind that adequate and diverse representation on the Board is vital to retain balance and to effectively manage the operation of the school.

Constructive input on the applicants shall be accepted from the CFCI community in the form of a written submission consistent with CFCI's Social Curriculum to a current board member in an effort to help the Board determine the specific competencies and expertise of the applicants.

Board applicants shall be invited to the May meeting to introduce themselves and give the current Board members a chance to ask questions.

The Board shall vote by prepared written ballot. Each board member shall sign his/her ballot. The Secretary and Parliamentarian shall count the ballots.

The board applicants receiving the top number of votes of at least a majority of voting members shall fill the open seats. In the event of an open seat remaining after the first ballot count or in the event of a tied vote for an open seat, there shall be a run off of one more than the seats left open of the top vote getting applicants remaining.

The applicants so voted onto the board shall be announced at the meeting and the Board Secretary shall send a follow up communication with all applicants about the outcome of the vote.

Ballots shall be held by the Secretary until the minutes from the May meeting are approved.

The recommendation was approved unanimously.

The board applicants (Lori Barrett, Amy Keith, Tom Hayes, John Johnson, Brenda Carey introduced themselves, briefly described their interest for serving and answered Board questions.

At 8:56 pm, Jane Radack motioned to extend the meeting for an hour. John Fuller seconded. Motion carried unanimously.

Jane Radack motioned to accept Anne Patterson's candidacy for a second board term. Bob Marcino seconded. Motion carried with one abstention.

The Board briefly discussed the need for specific skill sets on the board.

A vote was taken via written ballot. Both Anne Patterson, who received 10 votes, and Todd Godbey, who received 7 votes, were voted into 2 of the 3 open board seats from the first ballot. Jill Gerard, John Johnson and Tom Hayes each received 3 votes and the board held 3 run off votes. The last vote taken gave the remaining open seat to Tom Hayes who received 6 votes.

The following 2009-2010 slate of officers was presented:

Anne Patterson	President
John Fuller	Vice President
David Ball	Secretary
Jean Wiles	Treasurer
Teresa Spanos	Parliamentarian

No additional nominations were put forth. Linda Conley motioned to approve the slate of officers. Jane Radack seconded. Motion carried unanimously.

The board was encouraged to provide feedback regarding the Director's evaluation process for discussion at the next meeting.

Finance Committee:

Bob Marcino motioned to accept the Certified Copy of the Corporate Resolution of CFCI and the Declaration of Official Intent to Reimburse Expenditures to repay up to \$5 million. Linda Conley seconded. Motion carried unanimously.

Kathy gave a presentation that she gave to the staff to help understand the potential budget cuts and how they will be reflected in the budget:

Bob Marcino motioned to accept the budget. Linda Conley seconded. The discussion included the fact that the budget does reflect the music department reduction and the EC teacher assistant reduction. Motion carried with 8 yeas and 2 abstentions.

	Proposed Budget w/ Revenue Reduction*
REVENUE	
STATE REVENUE	
Rev - ABC Bonus - 033	0.00
Rev - Charter Schools	1,702,436.61
TOTAL STATE REVENUE	1,702,436.61
LOCAL REVENUE	
Rev - Sales Tax	800.00
Rev - Field Trip	42,000.00
Rev - Contributions and Donations	2,000.00
Rev - Interest Income	8,000.00
Rev - Various	3,000.00
Rev - Arts	1,200.00
Rev - Fund Balance Appropriate	0.00
Rev - Band	0.00
Rev - Chorus	0.00
Rev - Fundraising - 353	2,500.00
Rev - Social Dues	400.00
Rev - Student Fees/ Supplies	2,700.00
Rev - Brunswick County Schools	44,767.32
F & F - Brunswick County Schools	1,000.00
Rev - Columbus County Schools	0.00
Rev - Duplin County Schools	1,552.00
Rev - New Hanover County Schools	798,336.19
F & F - New Hanover County Schools	11,000.00
Rev - Pender County Schools	40,492.65
F & F - Pender County Schools	1,000.00
TOTAL LOCAL REVENUE	960,748.16
FUND 5 REVENUE	
Rev - Before & After School	0.00
TOTAL FUND 5 REVENUE	0.00
TOTAL REVENUE	2,663,184.77
EXPENSES	
1. Salaries & Bonuses	1,577,602.08
2. Benefits	383,529.69
3. Books & Supplies	23,500.00
4. Technology	10,722.00
5. Non-Cap Equipment & Leases	13,000.00
6. Contracted Student Services	87,023.00
7. Staff Development	5,000.00
8. Administrative Services	74,250.00
9. Insurances	25,724.00
10. Rents & Debt Service	342,334.00
11. Facilities	61,500.00
12. Utilities	49,000.00
13. Nutrition & Food	7,500.00
14. Transportation & Travel	2,500.00

Building and Facilities:

Tom Wolf, the board realtor, presented information about the Shipyard Blvd./Wellington Ave. Property. Purchase Price: \$750,000, 5.31 acres, \$10,000 earnest money, 120 day examination period which ends on September 16, 2009. CFCI is holding the property for 120 days for due diligence.

At 10:00 pm, Jane Radack motioned to extend the meeting for a half hour. Teresa Spanos seconded. Motion carried unanimously.

David Ball presented CFCI's request for the site investigation for due diligence. The Building and Facility committee recommended giving the committee the authority to review and decide which bid to accept from firms to perform the due diligence up to \$10,000. Recommendation approved unanimously.

The Committee recommended to accept the purchase contract for 120 days for due diligence on the Shipyard Blvd./Wellington Ave. Property. The discussion included the estimate that to finance the loan for the whole modular construction project of 44,000 square feet could be about \$17,000 less a month than it takes to lease CFCI's 23,000 square feet facility at this time. Motion carried unanimously.

Bob Marcino and Brian Corrigan presented the next steps and the Program Schedule in the Building Program.

Strategic Planning: A June meeting is planned to review, check off and revise the strategic plan.

Curriculum Committee: The committee is working on a assessment continuum for inquiry learning skills.

Other New Business, Announcements and/or Upcoming Events: Board members were invited to the June 8th 2009 graduation of CFCI's 8th graders. This is the graduating class of the original kindergartners.

Jane Radack motioned to go into closed session to review the completed director evaluation document (NC statute 143-318.11 section a, part 1) and to critique the meeting (NC statute 143-318.11 section a, part 1). John Fuller seconded. Motion carried unanimously.

Closed session began at 10:20 pm.

Bob Marcino motioned to come out of closed session. Deb Powell seconded. Motion carried unanimously.

Closed session ended at 10:36 pm.

Linda Conley moved to accept the Director's Evaluation document and have it presented to Brian by the Executive Committee. Sarah McCorcle seconded. Motion carried unanimously.

Deb Powell motioned to renew Brian Corrigan's contract. Jane Radack seconded. Motion carried with 8 yeas and 2 abstentions.

John Fuller motioned to adjourn the meeting. Jane Radack seconded. Motion carried unanimously.

Meeting adjourned at 10:37 pm.

Respectfully submitted by:
Jane H. Radack
CFCI Board Secretary