

South Carolina Calvert Academy

Governing Board Meeting Minutes

Monday, May 3, 2010

In Attendance:

Board Members: Pauline Sternick

Randy Wilgis

Ross Norton

Andrea Mathis

Tamra Misseijer

Absent: Ann Miller

CES: Scott Moores

Meeting was called to order at 4:05 PM by Randy Wilgis.

The interim Board meeting met to discuss the Services Agreement between SC Calvert Academy and CES (Calvert Educational Services). A letter from Dr. Brazell of the SC Public Charter School District stated the district's concern of having a CES member on the SC-Cal Govern Board. In response, he Board called this meeting to consider changes to the current CES Agreement which states that CES would have a member on the SC-CAL Board at all times.

The Board had originally created an ex-officio position for Jean Halle/CES but Dr. Brazell and the district were not satisfied. The Board sought legal counsel as how to handle the district's concerns and was told that the Board should address the CES Board seat via the CES Services Agreement. Thus, CES proposed changes to the original CES Agreement, however, there was one point that did not sit well with Board members Andrea Mathis and Ross Norton.

Item 11 on the CES Agreement changes states the following...

Termination (section 3.2 i) – Eliminating the “material” reference and adding, “If in the opinion of CES the actions of SC-CAL undermine the CES brand and the parities are unable to reach agreement on remedy within 90 days, CES may elect to terminate this Agreement. To the degree that the Headmaster provides leadership of SC-CAL and CES determines that the working relationship with the Headmaster is not productive or acceptable, CES may elect to terminate this Agreement.

Mr. Norton did not like the last sentence in that he saw CES as having the power to decide to keep the principal or not and that the sentence reads as though if CES does not like the principal at SC-CAL, then either he would have to go or CES would go.

Ms. Mathis did not like the last sentence either in that she felt it dictated that non-existence of autonomy for SC-CAL. She felt that CES would have too much control over SC-CAL. She further stated that if CES demanded to meet with the principal (headmaster) of SC-CAL biweekly then they were exerting too much control and were not giving the headmaster governing autonomy. She also mentioned, and Mr. Norton concurred, with page number verification, that the Charter states that the headmaster should oversee CES and not the other way around. Autonomy was the main issue with Ms Mathis. Stating past experience with 501c3 preparation, autonomy in a non-profit organization is a big concern. It was mentioned by Mr. Wilgis that the association between SC-CAL and CES was like that of a franchise. Ms. Mathis stated that this was a perfect example of why autonomy does not exist and stated that a franchise is always under the basic governance of the head company.

Mr. Wilgis addressed the concerns of Mr. Norton and Ms. Mathis by stating because SC-CAL was loaned \$400,000 by CES to start up the school, then CES should have say in its "product." Mr. Wilgis stated that the changes to the CES Agreement – because Ms. Halle would no longer have an ex-officio position – were made in order to protect CES's franchise. The changes were also made in order to satisfy the district's concern of having a CES employee on the Board. Mr. Wilgis also stated that although he was not entirely against item 11, he was however concerned with the language and deemed it nebulous thereby making it difficult for item 11 to be implemented effectively. Thus Mr. Wilgis said he would be in contact with CES to help make the necessary language changes in item 11 so as to make it less nebulous.

Mr. Moores stated that the rationale behind the change on item 11 was to provide for a process whereby if CES could not develop a cooperative working relationship with the headmaster, they would first go to the Board for assistance and if the Board could not get the headmaster to cooperate with CES, then CES would have the option to pull out of their Service Agreement with SC-CAL.

Mr. Wilgis then noted that the Service Agreement is a 10-year contract and that either party can terminate the agreement if the relationship of CES and SC-CAL headmaster is not cooperative or productive. Mr. Wilgis also stated that CES needs to have the ability to make sure the headmaster is responsive to their requests, thus the change in item 11 on the Service Agreement.

Mr. Moores said that if the Board was not comfortable with the wording on the last sentence of item 11 then he and Mr. Wilgis would go back to CES to discuss options for further amending the language. After much discussion on item 11, Pauline Sternick called to vote on the changes proposed in the CES Services Agreement. Mr. Wilgis, Ms. Sternick, Ms. Misseijer, and Ms. Miller (on a proxy vote) approved the CES Agreement while Mr. Norton and Ms. Mathis voted against it.

The Board also needed to make changes to the vote held at the Board meeting in March regarding the creation of an ex-officio position for CES CEO, Jean Halle. Ms. Sternick moved to vote and all Board members agreed to rescind the resolution to create an ex-officio position.. Thus, the Board determined that Jean Halle must excuse herself from the SC-CAL Board, and address during May's SC-CAL Governing Board meeting.

The question then arose what should the Board do with an open seat on the Board? Does it need to be filled immediately or can it remain open until next school-year? Ms. Sternick volunteered to check the Bylaws and provide an answer via email.

Finally, the Board discussed Teacher Appreciation gifts and what money could be allotted for such gifts for the SC-CAL teachers. Mr. Moores gave Ms. Misseijer the green light to contact Ms. Lisa LuVollo of Marketing at CES to acquire \$25 Amazon.com gift cards for each teacher on behalf of the SC-CAL Board.

Mr. Wilgis adjourned the meeting at 4:58 PM.

Respectfully submitted by Tamra K. Misseijer