

**Uwharrie Charter Academy  
Board of Directors *Called Meeting*  
September 17, 2020 via Conference Call  
*Public Record Minutes***

Board Members Present:

Carter Bills	Kristian Allen	Wanda Pegg
Holly Moorhead	Eric Ward	Angela Kern
Chelsey Butler	Aaryn Slafky	David Van Derveer
Greg Zephir	Maxine Wright	

Others Present:

Shawn Straub, ALT HR Partners  
Lisa Gordon Stella, UCA Attorney  
Members of the public (for the open portion)

**Call to Order**

Carter Bills called the meeting to order at 6:30 pm.

**Public comment**

No public comment.

**Closed Session – Personnel GS143-318.11 (a)(6)**

Motion to go into Closed Session – Personnel N.C.G.S. § 143-318.11 (a)(6) (6:33 pm)

Motion: Holly Moorhead

Second: David Van Derveer

BOD: All in favor (0 Opposed ; 0 Abstained). Motion carried.

Motion to come out of Closed Session (7:57 pm)

Motion: David Van Derveer

Second: Chelsey Butler

BOD: All in favor (0 Opposed ; 0 Abstained) Motion carried.

**Open Session**

**Superintendent Search**

Carter read a statement prepared regarding the Superintendent Search process, thanking both the board and the Search Committee for the countless hours put forth in this endeavor.

A motion was made by Kristian Allen, seconded by Wanda Pegg, to approve and execute a contract with Dr. Sharon Castelli for the Superintendent position.

In favor: Kristian Allen, Wanda Pegg, Holly Moorhead, Angela Kern, Chelsey Butler, Aaryn Slafky, Maxine Wright

Opposed: Greg Zephir, Eric Ward, David Van Derveer

Abstentions: None

Motion carried.

**Special Recognition**

The board discussed recognition and appreciation for Casey Harris in his role as interim Superintendent. Carter proposed that the board extend a \$10,000 performance recognition as a form of appreciation. A motion was made by Eric Ward, seconded by David Van Derveer, to approve a \$10,000 performance recognition for Casey Harris in appreciation for his role as interim Superintendent. Roll call vote was held. All members voted in favor. None opposed. No abstentions. Motion carried.

**Adjourn**

A motion was made by Eric Ward, seconded by Chelsey Butler, to adjourn. All in favor. None opposed. No abstentions. Motion carried. The called meeting adjourned at 8:08 pm.

## SUPERINTENDENT EMPLOYMENT AGREEMENT

This Superintendent EMPLOYMENT AGREEMENT (the “Agreement”), dated this the 14th day of September, 2020, by and between Uwharrie Charter Academy (“UCA”), through its Board of Superintendents (the “School”), and Dr. Sharon Castelli (“Superintendent”).

### WITNESSETH:

WHEREAS, the School desires to employ the Superintendent, and the Superintendent is willing to accept such employment, all on the terms set forth herein;

NOW, THEREFORE, the parties agree as follows:

1. **Employment.** The School hereby employs the Superintendent as an employee of the School on the terms and conditions set forth. The term of employment shall begin on or around the 15th day of October 2020 and shall terminate on the last day of the 2021-2022 school year, unless terminated in accordance paragraph 5 below.

2. **Duties.** The Superintendent will render services to include but are not limited to the duties and obligations listed in Exhibit A and any other duties that the Board of Directors (the “Board”) shall from time to time, in its sole discretion, determine. The Superintendent shall devote the time, energies and attention to the duties specified in this Agreement and to which s/he is assigned. The Superintendent recognizes and agrees that performing the duties may require the Superintendent to work additional hours outside of the normal workday.

**3. Compensation.**

- a. In consideration of the performance of the duties outlined above, the School shall pay the Superintendent and annual salary of \$110,000, pro rata based on actual start date, for the 2020-2021 school year, less any withholdings.
- b. The School shall pay the Superintendent and annual salary of \$110,000 for the 2021-2022 school year, less any withholdings.
- c. The compensation shall be paid in accordance with the School’s regular payroll schedule.

**4. Benefits.**

- a. Benefits. The Superintendent shall be entitled to participate in any of the available benefits that UCA provides to full-time employees as set forth in the *Employee Handbook* and any updates to the employee

handbook during the term of this Agreement. Benefits and eligibility for benefits may change from time to time at the discretion of the School. Benefits are not guaranteed and are governed by the plan documents. For more details or if you have questions, please contact the Director of Human Resources of the School or consult the plan documents.

- b. The School will reimburse the Superintendent for expenses associated with travel, professional development, and professional and community memberships in support of UCA provided that any expense over \$500 shall be approved by the board.
- c. The School will also provide the Superintendent a \$1200 annual (paid in twelve \$100 monthly installments) mobile phone allowance, which shall be subject to required withholdings.

5. **Termination.** This Agreement may be terminated with cause as outlined below:

- a. The School, through 2/3 vote of the Board of Directors, may terminate the Superintendent at any time for just cause. For the purposes of the Agreement, just cause is defined as follows: (1) when the Superintendent is convicted of any felony, serious misdemeanor, or any crime of moral turpitude by any court of law; (2) for an act or acts of material untruthfulness; (3) for insubordination involving Superintendent and any official of the School, including the School's Board; (4) for material breach of this Agreement; (5) for public utterances, including on social media, which would serve to discredit the School, threaten to harm the School's reputation, or to otherwise inhibit the operation of the School; (6) for an unsatisfactory Performance Review as outlined in Section 6, below; (7) for any immoral acts or acts that tend to bring disrepute or reflect poorly on the School; or (8) for any other act, which in the discretion of the Board, impairs the functioning or reputation of the School or the wellbeing of the teachers, staff and students at the discretion of the 2/3 of the Board.
- b. When the Superintendent has been accused, but not convicted of a felony, a serious misdemeanor, or crime of moral turpitude, the Superintendent shall be suspended without pay pending resolution of the matter in a duly convened court of law. If the Superintendent is acquitted of the charges, then she may be reinstated and reimbursed for any pay lost as a result of the suspension, at the sole discretion of the Board. If the Superintendent is convicted, then she shall be terminated immediately for cause and no additional pay shall be forthcoming.

- c. If the Superintendent is terminated for cause, she shall not be entitled to any additional pay beyond what is already owed and will be prohibited from receiving any severance or pay of unused vacation.
- d. At the time the allegations giving rise to Termination Proceedings, the Board may suspend the Superintendent with or without pay until the Termination Proceedings are concluded.
- e. Termination Proceedings. Prior to the termination of the Agreement for just cause, the Superintendent shall be given a written statement setting forth in reasonable detail the grounds and factual bases for termination. The Superintendent shall be entitled to a hearing before the Board if the Superintendent, within 14 calendar days from the date of notice of termination, notifies the Board Chairman in writing of the Superintendent's request for such a hearing. Failure by the Superintendent to request a hearing within 14 calendar days shall constitute a waiver of the right to such hearing and such waiver shall constitute acceptance of the Board's decision.
- f. The Board shall conduct a properly requested hearing within 14 calendar days from the date the Board Chairman receives from the Superintendent a request for a hearing. The hearing shall be conducted according to procedures the Board adopts to govern such termination proceedings and consistent with constitutional due process requirements. The Board shall notify the Superintendent promptly in writing of its final decision following such hearing. At any time, the Board may suspend the Superintendent with or without pay, as required by circumstances and consistent with due process of law.
- g. Termination without Cause. This Agreement may be terminated by the Board without cause upon sixty (60) days written notice to the Superintendent. The Board, in its sole discretion may pay the Superintendent for the sixty (60) day period rather allowing the Superintendent to continue working.
- h. Termination by Superintendent. The Superintendent may terminate this Agreement during its Term upon sixty (60) days written notice to the Board Chair.

6. **Performance Evaluation.** The Board will evaluate the Superintendent's professional performance on a continuing basis and will provide written performance evaluation at the end of each school year. The Superintendent may provide a written response to any and all written performance evaluations, and such response shall be placed in the Superintendent's personnel file. If any of the written performance evaluations conclude that the Superintendent's performance is unsatisfactory in any area, the Board shall consult with the Superintendent and devise a written plan outlining a

method whereby the deficient performance might be corrected. If the Superintendent's performance fails to improve to a satisfactory level within sixty (60) days after the implementation of the correction plan, the Superintendent may be terminated for just cause as outlined in Section 5, above.

7. **Renewal.** If the School offers to renew or extend this Agreement, it must notify the Superintendent of this offer at least sixty (60) days prior to the conclusion of the school year.

8. **Governing Law.** This Agreement has been executed in the State of North Carolina and shall be governed by and construed in all respects in accordance with the law of the State of North Carolina.

9. **Severability of Provisions.** If any provision of the Agreement or the application of any such provision to any person or circumstance is held invalid, the remainder of this Agreement, and the application of such provision other than to the extent it is held invalid, will not be invalidated or affected thereby.

10. **Waiver.** No failure by the School to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available to it will constitute a waiver. No breach or default of any provision of the Agreement will be waived, altered or modified, and the School may not waive any of its rights except by a written instrument executed by the School. No waiver of any breach or default will affect or alter any term or condition of this Agreement and such term or condition will continue in full force and effect with respect to any other then existing or subsequent breach or default thereof.

11. **Confidential Information.** Superintendent agrees not to disclose, either during the time she is employed or following the termination of her employment, to any person or entity, or to use for Superintendent's own benefit, any confidential information concerning the conduct of the business affairs of School, including, without limitation, trade secrets, know-how, curricular, operational records, marketing plans,. Superintendent acknowledges that all records, data communications and other property of School entrusted or loaned to Superintendent or prepared by Superintendent for UCA during the term of this Agreement are School's property and Superintendent agrees to return any material entrusted or loaned to Superintendent immediately upon termination of her employment. As it relates to the business of School, Superintendent acknowledges that any materials developed by Superintendent during the course of her employment is specifically for UCA constitutes a work specially ordered or commissioned for use by School, and therefore, is a Work Made For Hire. Superintendent agrees that school intended to be the sole owner of any materials developed by Superintendent during the course of her employment. Nonetheless, in the event that it is ever claimed or held that Superintendent has some legally cognizable ownership in any materials developed by Superintendent specifically for UCA during the course of her employment, Superintendent desires to convey to School any legally cognizable right, title or interest she may have in the material so that School will be the sole owner or the material.

12. **Background Check.** The Superintendent must successfully satisfy a background check that may include includes criminal background, drug testing, and sufficient employment references. The School reserves the discretion to determine whether the Superintendent satisfies any such checks, to employ the Superintendent conditionally until such checks are reasonably completed, and that the results may be grounds for dissolving this contract.

13. **Waiver of Liability.** To the extent permitted by law, the Superintendent releases from liability and holds harmless the School or any of its agents with respect to any harm, damage, or other injury arising from any act or omission not within the School's or its agents' control.

14. **Exclusivity And Modification.** This Agreement represents the exclusive Agreement between the parties. Any other representation (express or implied) by the School, its agents or other employees, whether written or oral, including statements in any handbook, policy, rule, or other document, are not part of this Agreement excluding the benefits described in Paragraph 4(a). This Agreement can be modified only by expressed written agreement by the Boards and the Superintendent.

15. **Expiration of Agreement.** Except as otherwise agreed herein, the parties make no commitment to one another, expressed or implied, beyond the final date of the Agreement term.

16. **State Indebtedness.** No indebtedness of any kind incurred or created by the School shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the School shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

17. **Execution of Agreement.** This Agreement shall become valid and enforceable once signed and dated by the School's authorized agent and by the Employee. The parties may not modify this Agreement in any way without express mutual written consent.

<u>Dr. Sharon Castelli</u>	<u>Uwharrie Charter Academy</u>
By: <u>shc-n</u> <small>Sharon Castelli (Sep 18, 2020 09:59 EDT)</small>	By: <u>A. Carter Bills</u> <small>A. Carter Bills (Sep 18, 2020 10:25 EDT)</small>
<u>Name:</u> Sharon Castelli	<u>Name:</u> A. Carter Bills
<u>Date:</u> Sep 18, 2020	<u>Title:</u> Chairman of the Board
	<u>Date:</u> Sep 18, 2020

## Exhibit A

The Superintendent is responsible for performing and ensuring performance of the duties set forth below and any other duties determined by the Board, in its sole discretion. The duties set forth below are not intended to be all-inclusive and may be modified by the Board at any time:

The Superintendent will render professional instruction, supervision, and guidance to the teachers and students attending the School, said services to include the duties and obligations listed below and any other duties that the Board of Directors (the "Board") shall from time to time determine and in accordance with the conditions listed hereinafter as consistent with a Superintendent of a charter school.

The Superintendent shall be subject to the Charter Agreement between UCA and the State Board of Education and all applicable regulations promulgated by the State of North Carolina Department of Public Instruction as said regulations pertain to the Schools.

The Superintendent is employed, to provided supervision, instruction and guidance to faculty and students at UCA in accordance with the policies and procedures promulgated by the Board. The Superintendent will perform all additional duties assigned to her by the Board of Directors as consistent with a Superintendent of a charter school.

The Superintendent will devote the time, energies and attention to the duties specified in this Agreement and to which she is assigned.

The Superintendent's normal place of employment is the School's premises. The Board may require the Superintendent to render services at locations other than the School's premises, including teleworking. Such services may include but are not limited to attending meetings, conferences and other events.

The Board may require the Superintendent to work additional hours outside of the normal workday for the purpose of preparing for or participating in activities or administrative duties closely related to the Superintendent's rendering of professional managerial and supervisory services. Such activities include but are not limited to staff meetings, staff development, staff workdays, Board meetings, Parent-Teacher conferences, and open houses.

ACB  
ACB

SC  
SC














# 9 18 FINAL Employment Agreement

Final Audit Report

2020-09-18

Created:	2020-09-18
By:	Shawn Straub (shawn@althrpartners.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYiVaDBoBHB4ILtQsiok1qaimRTBAMYnO

## "9 18 FINAL Employment Agreement" History

-  Document created by Shawn Straub (shawn@althrpartners.com)  
2020-09-18 - 1:48:47 PM GMT- IP address: 97.75.140.234
-  Document emailed to Sharon Castelli (sharon.s.castelli@gmail.com) for signature  
2020-09-18 - 1:50:28 PM GMT
-  Email viewed by Sharon Castelli (sharon.s.castelli@gmail.com)  
2020-09-18 - 1:58:56 PM GMT- IP address: 66.249.88.175
-  Document e-signed by Sharon Castelli (sharon.s.castelli@gmail.com)  
Signature Date: 2020-09-18 - 1:59:29 PM GMT - Time Source: server- IP address: 174.193.8.135
-  Document emailed to A. Carter Bills (cbills@teamwass.com) for signature  
2020-09-18 - 1:59:31 PM GMT
-  Email viewed by A. Carter Bills (cbills@teamwass.com)  
2020-09-18 - 2:08:52 PM GMT- IP address: 45.41.142.21
-  Document e-signed by A. Carter Bills (cbills@teamwass.com)  
Signature Date: 2020-09-18 - 2:25:14 PM GMT - Time Source: server- IP address: 65.188.137.48
-  Document emailed to Shawn Straub (shawn@althrpartners.com) for signature  
2020-09-18 - 2:25:15 PM GMT
-  Email viewed by Shawn Straub (shawn@althrpartners.com)  
2020-09-18 - 2:32:12 PM GMT- IP address: 66.249.88.171
-  Document e-signed by Shawn Straub (shawn@althrpartners.com)  
Signature Date: 2020-09-18 - 2:32:22 PM GMT - Time Source: server- IP address: 97.75.140.234
-  Agreement completed.  
2020-09-18 - 2:32:22 PM GMT