

Wake County's Negotiated Agreement on School Funding: Has It Worked?

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In 1997, to resolve a dispute over local school funding, the Wake County Board of Education and Board of County Commissioners negotiated an agreement launching a five-year schedule of county allocations to the school system's fund for current expenses. The multiyear agreement, which was based on a "school tax rate" funding formula, was the first of its kind in North Carolina. The agreement having terminated in September 2002, this article evaluates its effectiveness. The analysis relies on several sources of evidence, including sixteen interviews with school and county board representatives, and the application of dispute resolution standards drawn from a review of the literature.

Throughout the state the conflict innate to North Carolina's school funding structure continues to strain relations within local government. Understanding whether the Wake County agreement has been effective is important for all North Carolina counties considering similar measures.

School Financing in North Carolina

In North Carolina, state and local governments share legal responsibility for the public education system. The School Budget and Fiscal Control Act, codified at Section 115C-422 through -452 of the North Carolina General Statutes (hereinafter G.S.), assigns primary responsibility to the General Assembly and the State Board of Education, which fund the system's current expenses (for

example, instructional programs, support services, and salaries and benefits for teachers and other school employees). Locally, county commissioners augment state funding with appropriations for construction and maintenance of school facilities. Also, the state constitution authorizes local governments to supplement their basic education program with operating appropriations approved by local boards of county commissioners.¹ On average, the state pays for 65 percent of total school costs, including current expenses, capital outlays, and debt service payments, while localities supply 25 percent and federal funds account for 10 percent.²

North Carolina's system of financing public schools is unusual in three respects.³ First, state income and sales taxes rather than local ad

valorem property taxes (taxes based on the value of land and buildings) constitute the primary source of revenue for schools. Second, state allocations depend on a school system's enrollment and general operating costs, not a local government's ability to pay. Third, boards of county commissioners, not local school boards, possess tax-levying and borrowing authority. Although the school board submits an annual budget to the board of county commissioners,

the county board has final authority to determine local appropriations.⁴

Inherent in this framework for local school funding is the potential for dispute. The local school board establishes educational policies and has an interest

in funding schools at a level that achieves educational goals. The county board, though sympathetic to high-quality education, faces other funding needs and has an interest in keeping tax rates at a reasonable level.

Dispute Resolution

Under North Carolina law, school boards have the right to challenge funding decisions made by boards of county commissioners. The procedure for addressing such funding disputes was created nearly a century ago and has evolved into G.S. 115C-431.⁵ The

intent of G.S. 115C-431 is to facilitate a prompt resolution of conflicts between the two kinds of boards.⁶

The process is initiated when a school board determines that a board of county commissioners' appropriation for the school system's current expense fund, or its capital outlay fund, or both, is "not sufficient to support a system of free public schools."⁷ If a school board challenges an appropriation, the two boards must meet publicly with a



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One of the new schools under construction in Wake County

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mediator within seven days of the appropriation to attempt a resolution.⁸ If differences remain after the boards meet, either board may request private mediation to resolve the issue by August 1.⁹ During private mediation sessions, working groups consisting of the boards' chairs, attorneys, and finance officers, the county manager, and the superintendent represent board members.¹⁰

Wake County—1997

The Wake County Public School System currently operates 78 elementary, 24 middle, and 15 high schools as well as 6 special/optional schools, making it the second-largest school system in North Carolina and the thirtieth-largest in the United States.¹¹ Rapid growth over the past decade has led to steady increases in [Wake County's public school] enrollment, which now totals more than 100,000 students.¹²

This growth was at the heart of the funding dispute that ultimately invoked the resolution procedures of G.S. 115C-431 for the first time in Wake County. School board members argued that county funding had increased at a rate lower than inflation for five years¹³ and that per pupil expenditures had declined

in the previous two years,¹⁴ whereas enrollment had increased by nearly 9,000.¹⁵ As a result, the superintendent and school board members proposed a \$485.9 million spending plan, including \$129.8 million from the county.¹⁶ This proposal would have increased the county's allocation by nearly 20 percent¹⁷ and required a tax increase.¹⁸

The county board responded by raising its public school funding but only to \$116.8 million.¹⁹ This level of support did not necessitate a tax increase, which was a major concern of some commissioners. A majority of commissioners argued that the 7.7 percent increase was the largest one in current expense funding in seven years²⁰ and greater than the county's overall budget increase of 6 percent.²¹ Moreover, of the \$25 million increase in the county's total budget, 72 percent, or \$18 million, was appropriated for the Wake County Public School System.²²

Unsatisfied with the appropriation, the school board initiated mediation procedures. Following an inconclusive public meeting with a mediator, working groups for each board engaged in private mediation to reach a tentative agreement.²³ On July 28, 1997, both boards voted unanimously to adopt

a Joint Resolution and Settlement Agreement.

The agreement was designed to resolve the fiscal year (FY) 1998 dispute and to establish a formula for county funding of the school system's current expenses in subsequent years.²⁴ Under the provisions of the agreement, in FY 1998, an additional \$1.1 million would be added to the \$116.8 million already appropriated.²⁵ Also, beginning in FY 1999, the county allocation for operating expenses would be based on a "school tax rate" equal to \$.35 per \$100 value of the county's ad valorem property tax base, or \$130 million, whichever was greater.²⁶ Further, school board members could request an increase in the school tax rate, which would stand unless two-thirds of the commissioners opposed it.²⁷ Finally, the funding plan would remain in place for at least five years, and both boards would review its use no later than September 2002.²⁸

Research and Evaluation Design

One measure of an effective agreement is whether it meets the goals of its developers.²⁹ If it fails to do so, the failure may rest with either poor design

Table 1. Evidence of the Wake County Agreement's Strength

Characteristic	Agreement Exhibits Characteristic (Yes/No)	Evidence
Anticipatory	Yes	Five-year plan for county appropriations to current expense fund, based on county growth Provision for school board to request increases Provision for upcoming bond referendum Budgetary procedures to be followed by both boards and their staffs (budget projections, distribution of funds, adjustments due to property revaluations)
Substantive	Yes	Addition in 1997–98 of \$1.1 million to \$116.8 million previously appropriated Requirement that school board not file lawsuit against county board regarding 1997–98 appropriation to current expense or capital outlay fund Funding formula for 1998–99 through 2002–03 based on school tax rate of \$.35 per \$100 property valuation Budgetary procedures to be followed by both boards and their staffs
Comprehensive	Yes	Appropriation for 1997–98 increased to \$117.9 million without tax rate increase School board funding aligned with county growth for 1998–99 through 2002–03 Provision for upcoming bond referendum
Final	Yes	No further negotiation or interpretation of agreement needed for implementation
Nonconditional	Yes	No conditional performance required of either board or its staff in 1997–98
Binding	Legally, no; politically, yes¹	Formal and unanimous adoption by both boards Adherence to agreement despite turnover in boards' memberships

1. Given the nature of the annual budget process, the agreement does not *legally* bind the boards to certain actions. Interview data suggest, though, that the agreement has been *politically* binding.

or poor implementation. Consequently this analysis addresses three questions:

- **Strength of the agreement:** Does the Wake County agreement exhibit the characteristics of a strong agreement?
- **Implementation:** Have the involved parties implemented the process established by the agreement?
- **Goals:** Have the goals of the agreement been reached?

Strength of the agreement. The stronger an agreement is, the more likely the parties' interests will be met and their goals accomplished.³⁰ Although variations exist, experts generally agree that a strong agreement exhibits six characteristics.³¹ It should be

1. anticipatory, foreseeing developments that could strain it;
2. substantive, defining specific, tangible activities and exchanges (quid pro quos);

3. comprehensive, including a resolution of all disputed issues;
4. final, including details in their final form;
5. nonconditional, providing for the termination of the dispute without the requirement of future conditional performance; and
6. binding, formally obligating the parties to certain actions.

The text of the agreement served as the primary data source for evaluating the agreement's strength. Media accounts and interview data supplemented the analysis.

Implementation. Implementation of the agreement is equally important for it to be effective. The Wake County agreement mandates that each board follow specific procedures in the initial year to settle the budget dispute and in subsequent years to prevent future conflict. A year-by-year analysis of the agreement's thirteen provisions was conducted to de-

termine if, and to what extent, they were implemented. The analysis drew on budget documentation and interviews with the budget staff of both boards. Budget documentation indicated the amount appropriated each year and any requests for tax rate increases. Budget staff confirmed if budgetary procedures pertaining to revenue projections, disbursements, and adjustments were followed.

Goals. The agreement's goals were not documented in 1997. Consequently an interview instrument was designed to determine what the original goals of the agreement were, what their relative importance was, if and how the goals were achieved, and if the agreement had unanticipated effects. The instrument included ten questions related to the interviewees' involvement with either the development of the agreement or the implementation of the agreement's provisions. Sixteen interviews were conducted between November and March 2002: 5 with county commissioners,

Table 2. **Relative Importance of Goals**

Goal	Average Overall Weight (%)	School Board Average (%)	County Board Average (%)
1. Avoid litigation	8.85	8.57	9.07
2. Prevent future disputes	16.98	16.43	17.41
3. Improve relationships between boards	16.67	15.71	17.41
4. Align public accountability	20.94	6.43	32.22
5. Establish predictable funding schedule	35.94	51.43	23.89

Interviewees weighed the relative importance of the goals by assigning points to each, so that the total points for all five goals added to 100.

3 with school board members, 3 with county board staff, 3 with school board staff, and 2 with the attorneys of both boards.³² Five goals emerged (discussed later).³³ Interviewees each indicated the relative importance of the goals by dividing 100 points among them.

Findings and Discussion

Judged by the six characteristics described earlier, the Wake County agreement is strong. It exhibits at least five of them (see Table 1).

Results of the year-by-year analysis demonstrate that the agreement also has been well implemented. Both boards have adhered to the agreement’s thirteen provisions. For example, consistent with the second provision, in three of the five years, the school board requested increases in the school tax rate. The county board approved the request in two of those years and denied it in one (presumably by a two-thirds vote of the commissioners). Further, consistent with the third provision, the county board annually provided the school board with “an estimated revenue projection based on the anticipated collections for the following fiscal year.”³⁴

Representatives of the two boards overwhelmingly concurred that the agreement effectively resolved the boards’ initial conflict—over local funding for FY 1998. Interviewees noted that both boards unanimously adopted the agreement, citing that the final \$117.9 million appropriation for FY 1998 gave members of both boards what they

wanted. The compromise responded to the increased enrollment that had resulted from the county’s growth, without requiring a tax increase.

Despite this initial success, however, there has been limited achievement of the agreement’s goals. As noted earlier, an instrument designed to identify the goals of the agreement found five:

1. To avoid litigation
2. To prevent future disputes
3. To improve relationships between the boards
4. To “align public accountability” (that is, to make the school board accountable to the public for tax rate increases)
5. To establish a predictable funding schedule for the school system’s current expenses

The first one, avoiding litigation, is rooted in G.S. 115C-431, which requires mediation to resolve disputes, and 94 percent of the interviewees confirmed it was a goal of the agreement. The second and third goals—preventing future disputes and improving the relationship between the two boards—are typical goals of many dispute resolution procedures, and 94 percent of the interviewees agreed they also were goals of the Wake County agreement. The fourth goal, aligning public accountability for tax rate increases with school board members, was reported by 81 percent of the interviewees, and the fifth goal, establishing a predictable funding schedule for the school system’s current expenses, was cited by 88 percent.

Notably the two boards prioritized some goals differently (see Table 2). For example, the most important overall goal was to create a predictable system for local funding of current expenses. However, whereas school board representatives considered this goal to be the most important one, county board representatives considered it less significant than holding the school board publicly accountable for tax rate increases. Similarly, although the goal of making the school board accountable was second in overall importance and most important to county board representatives, it was least important to school board representatives (nearly 60 percent assigned zero weight to it). In spite of these differences, representatives of the two boards agreed that preventing future disputes and improving relationships stood in third and fourth place, respectively. Finally, although avoiding litigation was cited as a goal by 94 percent of the interviewees, representatives of both boards scored it low in importance.

Thus, although the Wake County agreement has proved successful in accomplishing some of its goals, it has failed to achieve the goals considered most important to some key stakeholders.

- All the interviewees confirmed that neither board had taken legal action over issues pertaining to school funding since the agreement was put into place, verifying that the agreement’s goal of avoiding litigation was met.
- However, only 56 percent of the interviewees believed that the goal of preventing disputes was achieved as a result of the agreement. Recent history supports this. Disputes erupted in FY 2001 and FY 2002 when the school board requested increases in the school tax rate.
- An anticipated outcome of the agreement was an improved relationship between the two boards. Seventy-five percent of the interviewees agreed that relationships improved both informally and formally. However, of those, 70 percent reported that improvements occurred only initially; relationships returned to their earlier,

more volatile state following turnover on both boards.

- Although county board representatives intended the agreement in part to make the school board publicly accountable for funding, none of the interviewees believed that this goal was achieved. They overwhelmingly agreed that the public still holds the board of county commissioners accountable for increases in the property tax rate.
- Even though conflicts continued to occur, all the interviewees confirmed that the agreement achieved its goal of establishing a multiyear system of predictable county funding of the school board's current expenses. Nonetheless, every school board member interviewed also reported that the current system was insufficient and failed to capture inflation and growth in the schools accurately.

Recommendations for Wake County and Others

Wake County's experience offers several insights into development of an agreement for resolving local budget disputes. These are drawn from the results just reported and from interviews with a staff member of the North Carolina School Board Association and three school board attorneys who have helped craft agreements in five other North Carolina counties.³⁵

1. Turnover among board members interferes with preventing conflicts and improving relationships between the two boards. Turnover was the most frequently cited reason for the Wake County agreement's not preventing disputes or improving relationships between the two boards in the long term. Newly elected board members were reportedly less knowledgeable about and committed to the provisions of the agreement than members involved in its development.

2. Shifting public accountability for tax rate increases to school boards is not a likely outcome. Considering the local school finance structure in North Carolina, shifting public accountability for raising taxes to school boards appears unrealistic. It was widely agreed that the Wake County agreement failed in this respect, despite the creation of a

school tax rate tied to the county's property tax base. Two Wake County representatives believe that greater communication with the public on this issue is needed.³⁶ Other people believe that the only way to establish clear lines of authority and accountability is to change state law to grant school boards tax-levying power.³⁷

3. Goal-setting should be a shared and documented process. The interviewees consistently agreed that members of both boards were in accord on their interpretation of the agreement. Yet, as the analysis demonstrates, the boards diverged on the agreement's goals and the priorities among them. This highlights the reality that goals often differ among key stakeholders to agreements. It also suggests that express communication about these differences is not common. Finally, evaluating goal achievement is problematic when goals are not documented up front. For these reasons, disputing parties should discuss and document their goals and anticipated outcomes as they craft an agreement.

4. Parties to a dispute should consider various funding-formula options. In tying Wake County's appropriation directly to growth in the property tax base by way of a school tax rate, members of both boards attempted to accommodate increases in school enrollment. Yet a common argument among school board representatives was that the county's rates of growth and inflation did not mirror those experienced by the school system.³⁸ Instead, some suggested a "school growth factor" that accurately captures school growth and inflation.³⁹ Although this analysis does not propose a funding solution, it suggests that parties should consider various options.

5. Parties to a dispute should consider a multiyear agreement. Although the Wake County agreement did not achieve all its goals, unanticipated effects reportedly occurred as a result of its implementation. Members of both boards stated that by establishing a minimum funding level, the agreement provided an opportunity for increased discussion about other issues and more time for getting work done.⁴⁰ Similarly, budget staffs reported that the existence of a predictable funding level allowed for timely planning.⁴¹

Conclusion

Wake County's response to the political conflict inherent in North Carolina's local school finance structure offers an example of a strong agreement that at least had the potential to be implemented successfully. Although the agreement has not achieved all its goals, its establishment of a predictable funding schedule based on a school tax rate formula offered some benefits. Ultimately any agreement—even a strong one like Wake County's—will encounter difficulties because of the conflict inherent in a system with divided responsibilities for school funding.

Notes

1. Laurie L. Mesibov, *Elementary and Secondary Education*, in COUNTY GOVERNMENT IN NORTH CAROLINA 811, 829 (4th ed., A. Fleming Bell, II, & Warren Jake Wicker eds., Chapel Hill, N.C.: Institute of Gov't, The Univ. of N.C. at Chapel Hill, 1999).
2. *Id.* at 831.
3. Only Maryland, South Carolina, Tennessee, and Virginia have comparable funding systems. Telephone Interview with Leanne Winner, Director of Governmental Relations, North Carolina Sch. Bd. Ass'n (Jan. 9, 2002).
4. Mesibov, *Elementary and Secondary Education*, at 831.
5. C. Thomas Powell, *Development of the Law*, SCHOOL LAW BULLETIN, Spring 1998, at 20.
6. Under the School Budget and Fiscal Control Act, the local superintendent must present a proposed budget to the school board by May 1. After reviewing it, the school board must present the budget to the board of county commissioners no later than May 15. The commissioners must then adopt a final budget for the county, including the county appropriation for the school system, by July 1. G.S. 115C-422 through -452.
7. G.S. 115C-431.
8. The mediator may be selected by agreement of the two boards or by appointment by the senior resident superior court judge. G.S. 115C-431.
9. The process may extend beyond August 1 if both boards agree. Otherwise, if a resolution is not reached by August 1, the county commissioners must appropriate and begin payment of an amount equal to the previous year's appropriation to the schools. The board of education may ultimately take the matter to court, where a judge or a jury will determine the amount of money necessary to maintain a system of free public

schools and the amount of money needed from the county, if any, to make up this total. G.S. 115C-431.

10. The chairs of each board, the county manager, and the superintendent may designate representatives instead. G.S. 115C-431.

11. WAKE COUNTY GOV'T, WAKE COUNTY FY 2001–2002 ADOPTED BUDGET, available at www.co.wake.nc.us/budget (last visited Dec. 12, 2001).

12. *Id.*

13. Todd Silberman, *Private Talks Set on Schools' Budget*, NEWS & OBSERVER, July 9, 1997, at 1B.

14. Wake County's per pupil expenditures ranked fourteenth among North Carolina's districts in 1997. *Id.*

15. Todd Silberman, *Sides Told to Meet on School Funding*, NEWS & OBSERVER, June 28, 1997, at 1A.

16. E-mail from Terri Kimzey, Budget Director, Wake County Pub. Sch. System, FY98 BOE Budget Request (Mar. 26, 2002).

17. *Id.*

18. The FY 1997 county appropriation totaled \$108.5 million. WAKE COUNTY PUB. SCH. SYS., BOARD OF EDUCATION 2001–02 PROPOSED BUDGET, available at www.wcpss.net/budget/2001-02-budget-request (last visited Mar. 25, 2002). School board members believed that the public would support a tax increase since voters had approved a school construction bond issue the previous year by 79 percent. John B. Stephens & Matthew J. Michel, *Mediate, Don't Litigate*, SCHOOL LAW BULLETIN, Spring 1998, at 29.

19. The \$13 million difference between the two boards included funding for expenditures such as increased teacher salaries, additional teachers for low-income and English-as-a-second-language students, and technical support staff for the system's computer networks. Todd Silberman, *School Board Talking Taxes*, NEWS & OBSERVER, May 6, 1997, at 1B.

20. Lynn Bonner, *Wake Ok[ay]s Budget, Holds Line on Taxes*, NEWS & OBSERVER, June 17, 1997, at 1A.

21. The proposed \$428.4 million county budget represented a 6.2 percent increase over the \$403.4 million in the FY 1997 budget. Lynn Bonner, *Big Hike in School Spending Pushed*, NEWS & OBSERVER, June 3, 1997, at 1A.

22. Lynn Bonner, *Budget Debate Will Focus on Schools*, NEWS & OBSERVER, May 20, 1997, at 1B.

23. John McMillan, a Raleigh attorney with experience as a lobbyist at the General Assembly, served as mediator. Stephens & Michel, *Mediate*, at 35. The school board's working group members included then board chair Roxie Cash, then superintendent Jim Surratt, then associate superintendent James Merrill, school board attorney Ann Majestic, and senior budget director Terri Kimzey. The

county board's working group members were then board chair Stewart Adcock, then county manager Richard Stevens, then deputy county manager David Cooke, county attorney Michael Ferrell, and budget director Raymond Boutwell. Boutwell was appointed as the county's finance officer for the mediation.

24. Joint Resolution and Settlement Agreement between Wake County Commissioners and Wake County Board of Education Concerning Budget Disputes (hereinafter Settlement Agreement), Minutes of the Wake County Bd. of Comm'rs Meeting, July 28, 1997.

25. This amount was to be used for state-mandated expenses or unanticipated growth in student enrollment. Settlement Agreement.

26. The property tax rate was \$.63 per \$100 valuation in FY 1998. Fiscal Year 1998–99 Budget Ordinance § 17 (June 15, 1998). The agreement committed \$.35 of this total to the school system's current expense fund for FY 1999 through FY 2003.

27. A disapproval by two-thirds of the board of county commissioners is not legally enforceable, however, because the agreement in which the provision appears was not ordered by the court. Telephone Interview with Michael Ferrell, Wake County Attorney (Dec. 5, 2001).

28. Settlement Agreement.

29. THE CONSENSUS BUILDING HANDBOOK (Lawrence Susskind et al. eds., London: Sage Publications, 1999).

30. CHRISTOPHER W. MOORE, THE MEDIATION PROCESS: PRACTICAL STRATEGIES FOR RESOLVING CONFLICT 262 (San Francisco: Jossey-Bass Publishers, 1996).

31. *Id.* at 262; DAVID R. GODSCHALK ET AL., PULLING TOGETHER 87–89 (Washington, D.C.: Urban Land Inst., 1994); Interview with John B. Stephens, Ass't Professor of Management and Gov't, Inst. of Gov't, The Univ. of N.C. at Chapel Hill, in Chapel Hill, N.C. (Nov. 16, 2001).

32. The sample was designed to include 4 school board members, 4 county board members, 4 school board working group members, and 4 county board working group members. Of the 4 members of the two boards, 2 were to be current and 2 to have served in 1997, including the person then serving as chair. Despite numerous attempts to contact a fourth school board member, an interview was never conducted. An interview with a fifth county board member was conducted instead, and data have been included in the analysis.

33. Goals were identified in two ways. First, a review of dispute resolution resources highlighted three common goals of settlement agreements: to avoid litigation, to prevent future disputes, and to improve relationships between parties to the dispute. Consequently,

the interview protocol initially asked the interviewees if these were goals of the Wake County agreement. However, after four interviews, two additional goals—to align public accountability and to establish a predictable funding schedule—were consistently reported by the interviewees. They were added to the protocol. The remaining twelve interviewees were questioned about all five goals.

34. A table of the findings year by year and provision by provision is available from the author at enorflee@email.unc.edu.

35. Telephone Interviews with Leanne Winner; Rod Malone, Legal Counsel, Northampton County Bd. of Educ. (Jan. 9, 2002); Brian Shaw, Legal Counsel, Pamlico and Moore County Bds. of Educ. (Jan. 9, 2002); Jill Wilson, Legal Counsel, Guilford County Bd. of Educ. (Dec. 4, 2001). The agreements were reached in Guilford, Moore, Northampton, Pamlico, and Pitt counties.

36. Telephone Interview with David Cooke, Wake County Manager (Nov. 26, 2001); Interview with Raymond Boutwell, Wake County Budget Director, in Durham, N.C. (Nov. 28, 2001).

37. Telephone Interviews with Leanne Winner; David Cooke; Betty Lou Ward, Wake County Comm'r (Feb. 7, 2002); Roxie Cash, Past Chair, Wake County Bd. of Educ. (Mar. 3, 2002). *See also* Todd Silberman, *Spending on Schools Relatively Low in Wake*, NEWS & OBSERVER, June 14, 1997, at 1A.

38. Telephone Interviews with Roxie Cash; Tom Oxholm, Member, Wake County Bd. of Educ. (Dec. 6, 2001); Del Burns, Associate Superintendent for Admin. Servs., Wake County Pub. Sch. Sys. (Jan. 18, 2002).

39. A school-growth factor, which accounts for the expected number of enrolled students and inflation in the county for the following year, is multiplied by the current appropriation to calculate the following year's appropriation. For example, if student enrollment were expected to increase by 4 percent and inflation by 2 percent, then the current appropriation would be multiplied by 1.06 (which reflects both increases) to calculate the next year's appropriation. The use of a school-growth factor is currently being considered by the Citizen Advisory Committee for Appropriate Funding of Public Education in Wake County. Telephone Interviews with Tom Oxholm; William Fletcher, Member, Wake County Bd. of Educ. (Dec. 6, 2001).

40. Telephone Interviews with William Fletcher; James Merrill, then Associate Superintendent, Wake County Pub. Sch. Sys. (Jan. 16, 2002).

41. Interview with Raymond Boutwell; Telephone Interview with Terri Kimzey, Budget Director, Wake County Pub. Sch. Sys. (Nov. 20, 2001).