



AGENDA

REGULAR MEETING OF THE CAPE CORAL CHARTER SCHOOL GOVERNING BOARD

Tuesday, August 20, 2024

City of Cape Coral Council Chambers

5:30 PM

1. CALL TO ORDER

A. Chair Kristifer Jackson

2. MOMENT OF SILENCE:

A. Chair Jackson

3. PLEDGE OF ALLEGIANCE:

A. Chair Jackson

4. ROLL CALL:

A. Mykisha Atisele, Kristifer Jackson, Keith Long, Dist 6, Karen Michaels, Dr Guido Minaya, Cathy Stout. Parent Representatives: Jennifer Hoagland/OHS, Gregor Schade/OMS, Jose Soto/OES, Caroline Rouzeau/OEN

5. APPROVAL OF MINUTES:

A. Request for Approval of the Minutes of the Regular Governing Board Meeting on Tuesday, June 25, 2024

6. APPROVAL OF AGENDA REGULAR MEETING:

A. Approval of the Agenda for the Regular Governing Board Meeting, August 20, 2024

7. PUBLIC COMMENT:

A. Public Comment is limited to three(3) minutes per individual; 45 minutes total comment time.

8. CONSENT AGENDA:

A. Request for Approval of the Cape Coral Charter School Authority Personnel Recommendations SY 2024-2025, including New Hires,

Re-Hires, Promotions, Transfers, Demotions, and Re-class for all Oasis Charter Schools Employees

- B. Request for Approval of the Updated NEOLA Policies as listed: 6320,6320.01,6322,6325,6440,6450,7217,7530.01. To view updated policies visit <https://www.capecharterschools.org/meetings>. Select NEOLA POLICY UPDATES AUGUST 20 2024
- C. Request for Approval of the Updated NEOLA Policies as listed: 7540.02,7540.03,7540.04,7544,8305,8330, 8405 To view updated policies visit <https://www.capecharterschools.org/meetings>. Select NEOLA POLICY UPDATES AUGUST 20 2024
- D. Request for Approval of the Updated NEOLA Policies as listed: 8410.01, 8475, 8500,8600,8610,8660,8800,9130,9160,9200,9215. To view updated policies visit <https://www.capecharterschools.org/meetings>. Select NEOLA POLICY UPDATES AUGUST 20 2024

9. SUPERINTENDENT REPORT:

- A. Superintendent Jacquelin Collins

10. CITY MANAGER REPORT:

- A. Mark Mason, Director of Finance, City of Cape Coral
- B. Request for Approval and Acceptance of the Second Amended Master Lease Agreement for All Charter Schools and Facilities between the City of Cape Coral, Florida (LESSOR), and the Cape Coral Charter School Authority (LESSEE)

11. COUNCILMEMBER REPORT:

- A. Keith Long, District 6

12. CHAIR REPORT:

- A. Chair Kristifer Jackson

13. FOUNDATION REPORT:

- A. Gary Cerny, Foundation President

14. STAFF COMMENT:

- A. Jackie Corey, Principal, Oasis High School
- B. Tammy Daniels, Transportation Manager, Oasis Charter Schools

15. UNFINISHED BUSINESS:

- A. No Activity

16. NEW BUSINESS:

- A. Request for Approval of the FY 2024 Oasis Charter Schools Budget Amendment #1
- B. Request for Approval to Hire an Additional Charter School Authority

School Bus Driver FY25

17. FINAL BOARD COMMENT AND DISCUSSION:

18. TIME AND DATE OF NEXT MEETING

- A. The Next Regular Governing Board Meeting will be held on Tuesday, September 17, 2024, at 5:30p.m., at City Council Chambers, 1015 Cultural Park Blvd., Cape Coral, FL 33909

19. ADJOURNMENT:

Members of the audience who address the Board/Commission/Committee shall step up to the speaker's lectern and give his/her full name, address and whom he/she represents. Proper decorum shall be maintained at all time. Any audience member who is boisterous or disruptive in any manner to the conduct of this meeting shall be asked to leave or be escorted from the meeting room.

In accordance with the Americans with Disabilities Act and SS 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact the Office of the City Clerk whose office is located at City Hall, 1015 Cultural Park Boulevard, Florida; telephone number is 1-239-574-0411, at least forty-eight (48) hours prior to the meeting for assistance. If hearing impaired, telephone the Florida Relay Service Numbers, 1-800-955-8771 (TDD) or 1-800-955-8700 (v) for assistance.

In accordance with Florida Statute 286.0105: any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

Item Number:	1.A.
Meeting Date:	8/20/2024
Item Type:	CALL TO ORDER

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Chair Kristifer Jackson

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 2.A.

Meeting Date: 8/20/2024

Item Type: MOMENT OF SILENCE:

AGENDA REQUEST FORM

City Of Cape Coral Charter School Authority

TITLE:

Chair Jackson

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 3.A.

Meeting
Date: 8/20/2024

Item Type: PLEDGE OF
ALLEGIANCE:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:

Chair Jackson

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number:	4.A.
Meeting Date:	8/20/2024
Item Type:	ROLL CALL:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Mykisha Atisele, Kristifer Jackson, Keith Long, Dist 6, Karen Michaels, Dr Guido Minaya, Cathy Stout. Parent Representatives: Jennifer Hoagland/OHS, Gregor Schade/OMS, Jose Soto/OES, Caroline Rouzeau/OEN

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 5.A.

Meeting
Date: 8/20/2024

Item Type: APPROVAL OF MINUTES:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:

Request for Approval of the Minutes of the Regular Governing Board Meeting on Tuesday, June 25, 2024

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
GB MINS JUNE 25 2024	Backup Material



GOVERNING BOARD MINUTES

Regular Meeting

City of Cape Coral Charter School Authority Governing Board City of Cape Coral Council Chambers June 25, 2025

1. Call to Order

Chair Kristifer Jackson

A Regular Meeting of the City of Cape Coral Charter School Authority Governing Board of Lee County, Florida, met on Tuesday, June 25, 2024 at 5:30p.m., at City Council Chambers, 1015 Cultural Park Blvd., Cape Coral, FL 33909

2. Moment of Silence

Chair Jackson

3. Pledge of Allegiance to the Flag of the United States of America

Chair Jackson

4. Roll Call

Mykisha Atisele (Absent), Kristifer Jackson, Keith Long, Dist. 6, Karen Michaels, Guido Minaya(Absent), Charles Pease (departed 6:01p.m.), Cathy Stout. Parent

Representatives: Jennifer Hoagland/OHS, (Absent) Gregor Schade/OMS, (Absent) Jose Soto/OES, (Absent) Caroline Rouzeau/OEN.

Also Present: Jacquelin Collins, Superintendent

Jackie Corey, Principal, OHS

Marybeth Grecsek, Principal, OES

Carrie Abes, AP OES

Kevin Brown, Principal, OEN

Amy Brown, CSA HR Manager

Mark Moriarty, Assistant City Attorney, CCC

Mark Mason, Finance Director

Crystal Feast, Deputy Finance Director, CCC
Nicole Reitler, Management/Budget Administrator, City of Cape Coral
Wanda Roop, Procurement Manager
Andrea Clark, Senior Accountant, CCC
Jennifer Koehn, Assistant Accounting Manager, CCC
Natalie Enrico, Senior Accounting Manager
Amy Brown, CSA Human Resources Manager
Marybeth Grecsek, Principal OES
Jackie Corey, Principal, OHS

Member Pease informed the Board that due to a previously scheduled engagement he would leave tonight's meeting by 6:00p.m.

5. Approval of Minutes

APPROVED UNANIMOUS Motion made by Member Michaels, Second by Member Stout, to Approve the Minutes of the Charter School Authority Regular Governing Board Meetings as Presented. *Unanimous.*

Request for Approval of the Minutes of the Joint Workshop with the City Council on Tuesday, June 4, 2024

Request for Approval of the Minutes of the Special Meeting on Tuesday, June 4, 2024

Request for Approval of the Minutes of the Budget Workshop #2 on May 7, 2024

Request for Approval of the Minutes of the Regular Governing Board Meeting on Tuesday, May 7, 2024

6. Approval of Regular Agenda Meeting

APPROVED UNANIMOUS Motion made by Member Long, Second by Member Stout, to Approve the Agenda of the Regular Meeting, June 25, 2024. *Unanimous*

7. Public Comment

No Activity

8. Consent Agenda

APPROVED UNANIMOUS Motion made by Member Michaels, Second by Member Stout to Approve the Consent Items 8A–8D as Presented. Unanimous

8A. Request for Approval of the Fiscal Year 2025 Annual Purchase Orders Over \$100,000.00 utilizing contracts such as but not limited to Lee County School District, Cooperative contracts and State contracts

8B. Request for Approval to Appoint Amy Picciolo, Oasis Middle School Dean to Interim Assistant Principal, Oasis Middle School, SY 2024-2025

8C. Request for Approval of the Proposed ADD PAY Adjustments for SY 2024-2025

8D. Request for Approval of the Purchase of VIRCO Classroom Furniture in the Amount of \$160,174.65, ESSER III, Line 45.

9. Superintendent's Report

9A. *APPROVED Motion made by Member Michaels, Second by Member Pease to Approve the Oasis Charter Schools Mental Health Assistance Allocation (MHAA) Plans SY 2024/2025*

9B. *APPROVED Motion made by Member Michaels, Second by Member Stout to Approve the Oasis Charter Schools - Lee County School District Charter School Safety and Security Requirement Compliances SY 23/24*

10. City Manager's Report

Mark Mason, Director of Financial Services, Interim Director, Human Resources, City of Cape Coral

10A. Motion made by Member Michaels, Second by Member Stout to Approve the Cape Coral Charter School Authority Tentative Budget FY 2025 - Nicole Reitler, Management/Budget Administrator, City of Cape Coral

- *Financial Services report “Cape Coral Charter School Authority, Oasis Charter Schools Financial Reports, June 25, 2024” - Jennifer Koehn, Assistant accounting Manager, City of Cape Coral*

11. **Councilmember Report**

Keith Long, District 6

No Activity

12. **Chair Report**

Krisitifer Jackson, Chair

- *Discussed Oasis Sports Complex June 4th meeting - uplifted by positive meeting and outcome(s) still to be determined*
- *Discussed Chapter 26 - Chair had a discussion with the Mayor regarding review of Chapter 26 and the development of a committee to complete the task.*
- *Discussed Lease Agreement payment(s) and the need for the board members to come together and develop a proposal and/or resolution to be presented to City Council, that would benefit all, sooner rather than later.*

Vice Chair Michaels said she does not believe the City can unilaterally change the Lease, so it is \$1.5m for the duration of the lease, unless the Governing Board agrees to change the lease. So, it becomes a discussion of would [we] change it to something by/before 2026 renegotiations/extensions of the lease begin.

Member Long encourages Good Faith and transparency in all phases during the renegotiation process which allows for more productive conversations and postive outcomes for both sides. Chair Jackson asked Long to return to Council letting them know the charter schools are already extending an olive branch regarding payment and terms.

COMMITTEE REPORT - FINANCE

Vice Chair Michaels - As Chair of the Finance Committee, she has decided for now the Board Finance Committee will be one-person - Michaels, reporting to Superintendent Collins. Michaels is available for questions, and will forward to the appropriate parties for a response questions that are out of her knowledge. She will also attend monthly charter school finance meetings which areheld on the main Oasis campus.

13. **Foundation Report**

Gary Cerny, Foundatiion President

No Activity

14. **Staff Comment**

No Activity

15. **Unfinished Business**

14A APPROVED Motion made by Member Michaels, Second by Member Stout to Ratify Purchase Order 24800830 not to exceed the amount of \$155,823.33 for the software purchase to host all servers, name exempt per 119.09725 of the Florida Statues - in which the amount of \$153,815.33 was approved on May 7,2024 (Item 16A). There was a typographical error in the document in the amount of \$2,000 for which the item was quoted. Unanimous

16. **New Business**

15A APPROVED Motion made by Member Michaels, Second by Member Long to Approve the Updated Charter School Authority Food Service Manager Job Description and Salary Range. Unanimous

17. **Final Board Comment and Discussion**

Chair Jackson: Congratulated Amy Picciolo on her interim assistant principal appointment at Oasis Middle. Thanked City Finance for tonight's presentation. Thanked Oasis community for attending and grateful for all the support which helps our charter schools stay top notch. Have a good break and see you August after the board's recess.

18. **Time and Date of Next Meeting**

The next Regular Governing Board Meeting will be held on Tuesday, August 20, 2024, at 5:30p.m., at Cape Coral City Council Chambers, 1015 Cultural Park Blvd., Cape Coral 33990

19. **Adjournment**

The Governing Board Regular Meeting adjourned at 6:43p.m.

Respectfully Submitted,

Kathleen Paul-Evans, Secretary

Cape Coral Charter School Authority Governing Board

Secretary

Date of approval

Item Number:	6.A.
Meeting Date:	8/20/2024
Item Type:	APPROVAL OF AGENDA REGULAR MEETING:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:

Approval of the Agenda for the Regular Governing Board Meeting, August 20, 2024

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 7.A. Meeting Date: 8/20/2024 Item Type: PUBLIC COMMENT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Public Comment is limited to three(3) minutes per individual; 45 minutes total comment time.

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 8.A. Meeting Date: 8/20/2024 Item Type: CONSENT AGENDA:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Approval of the Cape Coral Charter School Authority Personnel Recommendations SY 2024-2025, including New Hires, Re-Hires, Promotions, Transfers, Demotions, and Re-class for all Oasis Charter Schools Employees

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
NEW PERSONNEL SY 2024-2025	Backup Material

SY25 (April - 8/13/2024)

Location						Grand Total	
Action	ADMIN	OEN	OES	OHS	OMS		
New Hire	11	5	6	7	2	31	
Promotion	1	2	1		3	7	
Reclass				1		1	
Re-Hire	1	1	2			4	
Transfer		1				1	
Withdrew Hire	1		1	1		3	
Demotion	2					2	
Grand Total	16	9	10	9	5	49	

NEW HIRES	ACTION	LOCATION	POSITION
Watts, Jr., Kevin	New Hire	ADMIN	Security Guard
Bearman, Brice	New Hire	ADMIN	Substitute Teacher- #8237 (for OHS only)
Wuthrich, Samantha	New Hire	ADMIN	Substitute Teacher- #8237 (OEN)
Cubbedge, Ashley R.	New Hire	ADMIN	Substitute Teacher- #8237 (OEN/OES)
Fermin, Amanda	New Hire	ADMIN	Substitute Teacher- #8237 (OEN)
Corado, Lori	New Hire	ADMIN	Bus Driver- #8177
Castillo, Erika	New Hire	ADMIN	Substitute Teacher- #8237 (OES)
Pixley, Corey	New Hire	OEN	4th Grade Teacher- OEN- #8035
Specia, Michelle	New Hire	OEN	Teacher- OEN- #8035
Osborne, Cassidy	New Hire	OEN	Speech Pathologist- OEN
Ramer, Jennifer	New Hire	OEN	Office Assistant- #8188 OEN
Rife, Deborah	New Hire	OEN	Sub Teacher- will promote to teacher
Frink, Carol	New Hire	OES	Teacher - OES #8045
Snyder, Danielle	New Hire	OES	Kindergarten Teacher - OES 8109/8236
White, Ashley	New Hire	OES	Kindergarten Teacher - OES #8271
Canty, Eugenia	New Hire	OES	5th Grade Teacher - OES #8271
Figuereada-Grillo, Shabel	New Hire	OES	Teacher - OES #8271
Stubits, Lisa	New Hire	OES	Teacher - OES #8293
Pease, Erica	New Hire	OHS	Teacher- OHS English- #8064
Schroder, Jaclyn	New Hire	OHS	Teacher- OHS English- #8064
Borowicz, Alina	New Hire	OHS	Teacher- OHS Science- #8063
Partazana, Vanessa	New Hire	OHS	Substitute Teacher- OHS- will promote to teacher
Putterbaugh, Matthew	New Hire	OHS	Teacher- OHS Science- #8063
Kaye, Gregg	New Hire	OHS	Teacher- OHS Math - #8164
Perry, Lauren	New Hire	OMS	Teacher-OMS Drama, Musical Theatre
Zientek, Victoria	New Hire	OMS	Teacher-OMS Math

**4 additional Substitute Teachers in process (will be new hires)

Item Number: 8.B.
Meeting Date: 8/20/2024
Item Type: CONSENT AGENDA:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Approval of the Updated NEOLA Policies as listed:

6320,6320.01,6322,6325,6440,6450,7217,7530.01. To view updated policies visit

<https://www.capecharterschools.org/meetings>. Select NEOLA POLICY UPDATES AUGUST 20 2024

SUMMARY:

To view updated policies visit <https://www.capecharterschools.org/meetings>. Select NEOLA POLICY UPDATES AUGUST 20 2024

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
▢ NEOLA UPDATES AUG 20 2024	Backup Material



Policies for Board Adoption – August 20, 2024

Policy Number	Policy Title	Link
6320	PURCHASING AND CONTRACTING FOR COMMODITIES AND CONTRACTUAL SERVICES	Rejected Revision https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHZH4AA242
6320.01	VENDOR PREFERENCE	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHZJ4AA244
6322	CONSTRUCTION CONTRACTING AND BIDDING	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHZK4AA246
6325	PROCUREMENT - FEDERAL GRANTS/FUNDS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CN2MZS5D85DE
6440	COOPERATIVE PURCHASING	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHZM4AA249
6450	LOCAL PURCHASING	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3T4AA2BA
7217	WEAPONS AND OTHER DESTRUCTIVE DEVICES	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3U4AA2BB
7530.01	WIRELESS COMMUNICATION ALLOWANCE AND STAFF USE OF WIRELESS COMMUNICATIONS DEVICES	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3V4AA2BC
7540.02	AUTHORITY WEB CONTENT, APPS, AND SERVICES	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3W4AA2BD
7540.03	STUDENT TECHNOLOGY ACCEPTABLE USE AND SAFETY	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHJT4AA253
7540.04	STAFF TECHNOLOGY ACCEPTABLE USE AND SAFETY	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHZU4AA255
7544	USE OF SOCIAL MEDIA	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3Z4AA2C0
8305	INFORMATION SECURITY	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ424AA2C1
8330	STUDENT RECORDS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CLPRRR6E2C6C
8405	SCHOOL SAFETY AND SECURITY	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CLPRRS6E2C6D
8410.01	CRITICAL INCIDENT RESPONSE	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ454AA2C4
8475	CRIMINAL BACKGROUND SCREENING FOR CONTRACTOR ACCESS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ464AA2C5

8500	FOOD SERVICE PROGRAM	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ474AA2C6
8600	TRANSPORTATION	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CS3LMJ564FDA
8610	TRANSPORTATION ROUTE PLANNING	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ254AA268
8660	ALTERNATIVE TRANSPORTATION METHODS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ494AA2C8
8800	RELIGIOUS/PATRIOTIC CEREMONIES AND OBSERVANCES	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CPLLW658373D
9130	PUBLIC COMPLAINTS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ4B4AA2CA
9160	PUBLIC ATTENDANCE AT SCHOOL EVENTS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ4C4AA2CB
9200	VOLUNTEERS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ4D4AA2CC
9215	DIRECT-SUPPORT ORGANIZATIONS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ4E4AA2CD

Item Number: 8.C.
Meeting Date: 8/20/2024
Item Type: CONSENT AGENDA:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Approval of the Updated NEOLA Policies as listed:

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SUMMARY:

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ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

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7217	WEAPONS AND OTHER DESTRUCTIVE DEVICES	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3U4AA2BB
7530.01	WIRELESS COMMUNICATION ALLOWANCE AND STAFF USE OF WIRELESS COMMUNICATIONS DEVICES	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3V4AA2BC
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9200	VOLUNTEERS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ4D4AA2CC
9215	DIRECT-SUPPORT ORGANIZATIONS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ4E4AA2CD

Item Number: 8.D. Meeting Date: 8/20/2024 Item Type: CONSENT AGENDA:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Approval of the Updated NEOLA Policies as listed: 8410.01, 8475, 8500,8600,8610,8660,8800,9130,9160,9200,9215. To view updated policies visit <https://www.capecharterschools.org/meetings>. Select NEOLA POLICY UPDATES AUGUST 20 2024

SUMMARY:

To view updated policies visit <https://www.capecharterschools.org/meetings>. Select NEOLA POLICY UPDATES AUGUST 20 2024

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
▣ NEOLA UPDATES AUG 20 2024	Backup Material



Policies for Board Adoption – August 20, 2024

Policy Number	Policy Title	Link
6320	PURCHASING AND CONTRACTING FOR COMMODITIES AND CONTRACTUAL SERVICES	Rejected Revision https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHZH4AA242
6320.01	VENDOR PREFERENCE	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHZJ4AA244
6322	CONSTRUCTION CONTRACTING AND BIDDING	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHZK4AA246
6325	PROCUREMENT - FEDERAL GRANTS/FUNDS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CN2MZS5D85DE
6440	COOPERATIVE PURCHASING	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHZM4AA249
6450	LOCAL PURCHASING	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3T4AA2BA
7217	WEAPONS AND OTHER DESTRUCTIVE DEVICES	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3U4AA2BB
7530.01	WIRELESS COMMUNICATION ALLOWANCE AND STAFF USE OF WIRELESS COMMUNICATIONS DEVICES	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3V4AA2BC
7540.02	AUTHORITY WEB CONTENT, APPS, AND SERVICES	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3W4AA2BD
7540.03	STUDENT TECHNOLOGY ACCEPTABLE USE AND SAFETY	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHZT4AA253
7540.04	STAFF TECHNOLOGY ACCEPTABLE USE AND SAFETY	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHZU4AA255
7544	USE OF SOCIAL MEDIA	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3Z4AA2C0
8305	INFORMATION SECURITY	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ424AA2C1
8330	STUDENT RECORDS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CLPRRR6E2C6C
8405	SCHOOL SAFETY AND SECURITY	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CLPRRS6E2C6D
8410.01	CRITICAL INCIDENT RESPONSE	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ454AA2C4
8475	CRIMINAL BACKGROUND SCREENING FOR CONTRACTOR ACCESS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ464AA2C5

8500	FOOD SERVICE PROGRAM	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ474AA2C6
8600	TRANSPORTATION	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CS3LMJ564FDA
8610	TRANSPORTATION ROUTE PLANNING	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ254AA268
8660	ALTERNATIVE TRANSPORTATION METHODS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ494AA2C8
8800	RELIGIOUS/PATRIOTIC CEREMONIES AND OBSERVANCES	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CPLLW658373D
9130	PUBLIC COMPLAINTS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ4B4AA2CA
9160	PUBLIC ATTENDANCE AT SCHOOL EVENTS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ4C4AA2CB
9200	VOLUNTEERS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ4D4AA2CC
9215	DIRECT-SUPPORT ORGANIZATIONS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ4E4AA2CD

Item Number:	9.A.
Meeting Date:	8/20/2024
Item Type:	SUPERINTENDENT REPORT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:
Superintendent Jacquelin Collins

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 10.A.

Meeting
Date: 8/20/2024

Item Type: CITY MANAGER
REPORT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:

Mark Mason, Director of Finance, City of Cape Coral

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 10.B.

Meeting Date: 8/20/2024

Item Type: CITY MANAGER
REPORT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:

Request for Approval and Acceptance of the Second Amended Master Lease Agreement for All Charter Schools and Facilities between the City of Cape Coral, Florida (LESSOR), and the Cape Coral Charter School Authority (LESSEE)

SUMMARY:

The Second Amendment amends the Master Lease Agreement for all Charter Schools and Facilities dated October 17, 2011, as amended by the Amended Master Lease for all Charter Schools and Facilities, dated January 19, 2022.

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
▢ SECOND AMEND MASTR LEASE AGREEMENT AUG 20 2024	Backup Material

ARTICLE I. GENERAL LEASE PROVISIONS

LESSOR

Name: City of Cape Coral
Attn: City Manager

Address: 1015 Cultural Park Blvd., Cape Coral, FL 33990
PO Box 150027, Cape Coral, FL 33915-0027
Tel. 239-574-0450; Fax 239-574-0452

LESSEE

Name: The Cape Coral Charter School Authority
Attn: Superintendent

Address: 3519B Oasis Blvd.
Cape Coral, FL 33914

Phone No.: Tel. (239) 541-1167; Fax (239) 541-1590

Premises: 3519 Oasis Blvd., 3519B Oasis Blvd., 3507 Oasis Blvd., 3415 Oasis Blvd., Cape Coral, FL 33914 and 2817 SW 3rd Lane, Cape Coral, FL 33991. The legal description of the properties on which the facilities are located is attached hereto as **Exhibit “A”** and incorporated herein by reference.

Permitted Use: LESSEE may only use the premises for classroom, education and related functions, civic activities, before and after school programs, including child care. Voluntary Prekindergarten (VPK) or its successor or equivalent program and general office uses associated

with the operation of a City of Cape Coral Municipal Charter School, unless LESSEE obtains the prior written consent from LESSOR.

LESSOR may use the premises for functions and/or programs offered by LESSOR including, but not limited to, before and after school programs, seasonal programs, such as spring and winter camps, summer programs, or other reasonable City functions provided said City functions and/or programs do not unreasonably interfere with the permitted use of the premises by LESSEE.

LESSEE may sublet the premises, but only with the consent of LESSOR. Such consent shall extend to approval of the terms and conditions of the lease with the sub-lessee, the approval of any party, person or entity to be a sub-lessee, as well as the amount of rent to be charged to sub-lessee. Consent of any sub-lease, sub-lessee, or rent shall not be unreasonably withheld by LESSOR. Permission of LESSOR is not required for LESSEE where LESSEE develops a fee and use schedule for the fitness center to charge a reasonable fee to hold specialty classes on the premises, and where LESSEE pursuant to its adopted policies and procedures allows organizations and groups to use the facilities pursuant to a standard fee schedule for no more than seventy two (72) hours in any thirty (30) day period.

ARTICLE II. RENT AND OTHER PAYMENT OBLIGATIONS OF THE PARTIES

- A. **MONTHLY BASE RENT:** The minimum rent for the space described shall be equal to One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) per year payable monthly to the LESSOR in twelve (12) equal installments equal to One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00). In addition to the minimum rent, LESSEE shall pay in advance to the LESSOR, on the same terms as the minimum rent, the annual Local Capital Improvement (LCI) Funding and Public Education Capital Outlay (PECO) Funding, if any, as promulgated in Section 1013.62, F.S., less lease payments for school buses or the cost to purchase buses used to transport students to and from the charter school, cost of premiums for property and casualty insurance for school facilities, and all costs related to information technology pursuant to Section 1013.62(4), F.S. which shall be retained by the charter school system for those annual expenditures (the net LCI and PECO Funding). If the net LCI and PECO Funding exceeds \$4,140,000, then the annual lease payments, payable in twelve (12) equal installments, shall be equal to the net LCI and PECO Funding. LESSEE shall pay in advance to LESSOR throughout the Lease Term, without prior demand, in lawful money of the United States, on or before the tenth (10th) day of each month, without any deduction or off-set whatsoever.
- B. **TAXES:** LESSOR acknowledges that it shall be responsible for the payment of any and all real property taxes as well as any special assessments imposed against the Premises, the land

under which the Premises are located, and the common areas. LESSEE shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Lease Term hereof upon all LESSEE's equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of LESSEE's equipment, furniture, fixtures and other personal property shall be assessed and taxed with LESSOR's real property, LESSEE shall pay to LESSOR its share of such taxes (unless LESSEE is exempt from the payment of the same) within ten (10) days after delivery to LESSEE by LESSOR of a statement in writing setting forth the amount of such taxes applicable to LESSEE's property.

LESSEE shall be responsible for all applicable sales, use or excise taxes arising out of or associated with the payments from LESSEE to LESSOR under this Lease. If LESSEE is exempt from the payment of such taxes, LESSEE shall furnish to LESSOR a certificate of exemption or its equivalent.

- C. UTILITY AND OTHER CHARGES:** LESSEE shall be solely responsible for all charges for electricity, water, sewer, gas, refuse removal, telephone and internet services, and shall also pay all costs and expenses for the installation of such utilities and/or services, and for the extension of any and all lines necessary to provide such utilities and services to the Premises, and all connection fees and charges related thereto.

ARTICLE III. TERM

- A. TERM:** The term of this Lease shall be as set forth in Article I.
- B. RENEWAL TERM:** This Lease shall be automatically renewed for five (5) year terms unless terminated by either party by giving written notice as provided in Article I not less than one hundred eighty (180) days prior to expiration of the then current term unless the parties mutually agree to a lesser notice period. During the term of this lease, LESSOR and LESSEE may amend the terms of this lease at any time by mutual agreement without having to terminate this lease. Any such amendments shall be in writing and signed by the parties.

ARTICLE IV. PREMISES

- A. QUIET ENJOYMENT:** LESSOR covenants and agrees with LESSEE that so long as LESSEE is not in default hereunder after applicable cure periods, LESSEE shall have quiet and undisturbed continuous possession of the Premises during the Lease Term, subject to the terms and conditions contained herein.
- B. USE OF THE PREMISES:** During the Lease Term, LESSEE shall use the Premises only for the uses specified under Article I and for no other purpose or purposes without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld.

- C. PERMITS, LICENSES, AND COMPLIANCE WITH LAWS:** LESSEE shall procure, at its sole expense, any and all permits and licenses required for the transaction of business in the Premises, and will at all times comply with all applicable laws, ordinances, and governmental regulations relating to its use of the Premises.
- D. MAINTENANCE:** LESSOR shall at all times, at its own cost, keep, maintain, and repair the roof, foundations and other structural portions of the building, all entrances, all glass, windows, moldings, and all partitions, doors, floors, fixtures, equipment and appurtenances thereof and improvements thereto (including, without limitation, lighting, heating, ventilation, plumbing fixtures, equipment, wiring, and its air conditioning system) in good order, condition, and repair, and shall replace any of the same if reasonably necessary. LESSOR shall notify and coordinate repairs through the LESSEE's administration. LESSOR shall also, at all times, maintain the parking areas in good condition and repair. The parking areas shall not be modified in any manner that (i) reduces any of the parking spaces on said Premises, (ii) has a material adverse impact on LESSEE's access to the Premises or the visibility of the Premises, or (iii) has a material adverse impact on LESSEE's ability to conduct its business on the Premises.
- E. ACCESS:** LESSOR shall have access to the Premises as may be necessary for the servicing of the Premises. LESSOR shall use all reasonable efforts to not interfere with the operation of LESSEE's operations. Access by LESSOR during regular school hours shall be coordinated through the LESSEE'S administration.
- F. LESSEE FURNISHINGS, FIXTURES, AND EQUIPMENT:** LESSEE shall have the right to fully equip the Premises with all trade equipment, fixtures, furniture, operating equipment, furnishings, floor coverings, and any other equipment and personal property necessary for the operation of LESSEE's operations.
- G. ALTERATIONS:** LESSEE shall not make any structural alterations, improvements or additions to the Premises which require the issuance of a building permit. LESSEE may make non-structural alterations to the Premises in an amount not exceeding Fifty Thousand Dollars (\$50,000) per occurrence without obtaining LESSOR's prior written consent. Any non-structural alterations in excess of such amount shall require LESSOR's prior written consent, which shall not be unreasonably withheld.

LESSOR may, at its own cost, make any structural alterations, improvements or additions to the Premises that it deems necessary. LESSOR shall notify the LESSEE's administration of any alterations.

H. DAMAGE OR DESTRUCTION:

1. Rights and Remedies. LESSEE shall provide prompt written notice to LESSOR of fire or other casualty damaging or destroying the Premises. In the event the Premises are damaged by fire or other casualty, but the Premises are not rendered untenable or unfit, in whole or in substantial part, for the purposes of LESSEE

as determined by LESSEE in its reasonable discretion, then LESSOR shall repair the damage, subject to the provisions of this Section J. In the event the Premises are damaged or destroyed by fire or other casualty to the extent that the Premises are rendered untenable or unfit, in whole or in substantial part, as determined by LESSEE in its reasonable discretion, and notice of the same is conveyed to LESSOR, then LESSOR or LESSEE may terminate this Lease by giving written notice of termination to the other within thirty (30) days of the damage or destruction. However, if no notice of termination is so provided, then, subject to the provisions of this Section J, LESSOR shall restore the Premises to the condition they were in immediately prior to the damage or destruction. Notwithstanding the foregoing, in no event shall LESSOR be liable to restore any of LESSEE's property in the Premises. To the extent of the portion of the Premises that is rendered untenable or unfit for LESSEE's purposes, base rental and other payments to LESSOR shall abate on a prorated basis expressed as a percentage of the premises rendered untenable or unfit from the date of damage or destruction through the date of termination or LESSOR's completion of repairs, as the case may be.

2. Restoration. LESSOR's restoration work shall be done with due diligence, taking into account (i) the time required for LESSOR to effect a settlement with and procure insurance proceeds from the insurer, (ii) delays due to governmental regulations and requirements, (iii) scarcity of or inability to obtain labor or materials, and (iv) other causes beyond LESSOR's reasonable control. LESSOR shall use all reasonable efforts to complete such restoration work within six (6) months after the date of the casualty. If LESSOR does not complete its restoration within such six (6) months period from the date of the damage or destruction, then LESSEE may terminate this Lease by written notice to LESSOR, provided LESSOR has not completed such work by the time LESSEE's notice is received. LESSEE acknowledges that if LESSOR has a duty to restore the Premises under this Section, LESSOR's obligation is limited to the extent of any insurance proceeds it receives from its insurance company.

I. CONDEMNATION:

1. Total Condemnation. If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting pursuant to such proceeding, and all rent shall be paid up to that date and LESSEE shall have no claim against LESSOR or any condemnation award for the value of any unexpired term of this Lease.
2. Partial Condemnation. If any part of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Premises unsuitable for the Permitted Use, as determined by LESSEE in good faith, then the Lease Term shall cease and terminate as of the date of title vesting pursuant to such proceeding and LESSEE shall have no claim against LESSOR or any condemnation award received by LESSOR for the value of any unexpired term of this Lease. In the event of a

partial taking or condemnation which is not extensive enough to render the Premises unsuitable for the Permitted Use as determined by LESSEE in good faith, then LESSOR shall promptly restore the Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect except that (i) the rent shall be equitably adjusted, and (ii) at LESSOR's option, LESSOR shall have the right, to exercise by notice in writing delivered to LESSEE within thirty (30) days after the taking, to elect not to reconstruct (and this Lease shall terminate) if there remains, at the time of the taking, less than one (1) year remaining in the Lease Term. Notwithstanding the foregoing, LESSOR shall not be obligated to expend any sums in excess of the amount actually received from the condemning authority.

3. Condemnation Award. LESSEE shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages to LESSOR or paid to LESSOR as the result of such condemnation proceedings. However, LESSEE shall be entitled to pursue a separate award for all its damages, provided that such award does not limit the award that LESSOR is entitled to.

4. LESSEE Cooperation. LESSEE agrees to execute and deliver any appropriate instruments, at the expense of LESSOR, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or any portion thereof.

J. **ASSIGNMENT:** LESSEE may not assign this Lease, in whole or in part, without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld or delayed. This prohibition against assignment shall be construed to include prohibition against any assignment by operation of law, legal process, receivership, bankruptcy or otherwise, whether voluntary or involuntary. Notwithstanding any permitted assignment, LESSEE shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants, and conditions hereof; provided, however, that LESSEE shall be released from any liability to LESSOR under the Lease if the financial condition of the assignee and/or any guarantor of the assignee's obligations under the Lease is reasonably satisfactory to LESSOR. Each assignment to which LESSOR has consented shall be in writing, executed by all parties in which each assignee agrees to assume, be bound by, and perform all of the terms, covenants, agreements, and conditions contained in this Lease. LESSOR's consent to any assignment shall not preclude the necessity of obtaining LESSOR's consent for any further assignment.

K. **SURRENDER:** Upon the expiration or earlier termination of the Lease Term, LESSEE shall surrender the Premises to LESSOR in as good order and condition as they were in at the commencement of the Lease Term, ordinary wear and tear, casualty, and acts or omissions by LESSOR accepted.

L. **SIGNS/PLAQUES:** LESSEE may erect signs and/or plaques on the premises and/or on any building on the premises provided that such signs and/or plaques conform to all local, state,

and federal laws and regulations and provided that LESSEE obtains the prior written consent of LESSOR, which consent shall not be unreasonably withheld. LESSEE shall be solely responsible for all costs and expenses associated with and/or resulting from the erection, installation, repair, and/or maintenance of any sign(s) and/or plaque(s) erected by or installed by LESSEE in accordance with this Agreement. No sign(s) and/or plaque(s) shall be erected or installed by LESSEE on the premises or any building on the premises except in accordance with this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

A. INSURANCE:

1. LESSOR's-LESSEE's Insurance. ~~LESSOR-LESSEE~~ shall maintain (i) commercial general liability insurance in amounts no less than One Million Dollars (\$1,000,000) per occurrence, (ii) statutorily required worker's compensation insurance covering its employees, and (iii) all risk (including fire and extended coverage) insurance with vandalism and malicious mischief endorsements on the facility in which the Premises are located for the replacement value thereof, less applicable deductibles. Such policies shall name LESSOR as an additional loss payee as relates to any claims or losses suffered by LESSOR.
2. Cancellation or Material Alteration of Insurance Policies. LESSOR and LESSEE shall promptly notify the other of any cancellation of or reduction in coverage of the insurance policies required to be carried by them under this Article. The commercial general liability and all risk policies of LESSOR and LESSEE shall contain a provision that the policies will not be canceled nor materially altered without first providing the other party thirty (30) days written notice thereof.

B. INDEMNIFICATION:

1. LESSEE Indemnification. To the extent permitted by law, LESSEE agrees to indemnify, defend, and hold LESSOR harmless from all suits, actions, claims, damages, liabilities, costs, and expenses, including, without limitation, reasonable attorney's fees, incurred by or alleged against LESSOR in connection with LESSEE's use and occupancy of the Premises (except to the extent caused by the negligence or willful misconduct of LESSOR, its agents, employees or contactors), or the negligent or other wrongful acts or omissions of LESSEE, its agents, employees or contractors with respect to the performance or non-performance of this Lease.
2. LESSOR Indemnification. To the extent permitted by law, LESSOR agrees to indemnify, defend, and hold LESSEE harmless from all suits, actions, claims, damages, liabilities, costs, and expenses, including, without limitation, reasonable attorney's fees, incurred by or alleged against LESSEE in connection with LESSOR's use and occupancy of the Premises (except to the extent caused by the

negligence or willful misconduct of LESSEE, its agents, employees or contactors), or the negligent or other wrongful acts or omissions of LESSOR, its agents, employees or contractors with respect to the performance or non-performance of this Lease.

ARTICLE VI. EVENTS OF DEFAULT

- A. DEFAULT:** The following events shall be deemed to be events of default by LESSOR or LESSEE under this Lease:
1. LESSEE shall fail to pay any installment of rent or any other payment to be made to LESSOR within ten (10) days after receipt of written notice that such payment is past due.
 2. LESSEE shall fail to comply with any term, covenant or condition of this Lease, other than payment to LESSOR of rent and other charges, and shall not cure such failure within thirty (30) days after receipt of written notice from LESSOR specifying the default.
 3. LESSOR shall fail to comply with any term, covenant or condition of this Lease, and shall not cure such failure within thirty (30) days after receipt of written notice from LESSEE specifying the default.
- B. REMEDIES:** Upon the occurrence of any such event of default, LESSOR or LESSEE shall have all rights and remedies available at law and in equity, including, without limitation, the right to terminate this Lease.
- C. NO WAIVER:** Forbearance by LESSOR or LESSEE to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The failure of LESSOR or LESSEE to insist, in any one or more instances upon strict performance of any of the covenants or agreements in this Lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant, agreement or option, but the same shall continue and remain in full force and effect. The receipt by LESSOR of rent, with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach, and no waiver by LESSOR or LESSEE of any provision hereto shall be deemed to have been made unless expressed in writing and signed by LESSOR or LESSEE, as the case may be.

ARTICLE VII. HAZARDOUS MATERIALS

- A. LESSEE COVENANTS AND INDEMNITY:** LESSEE shall not cause or permit any "Hazardous Material" (as hereinafter defined) to be brought upon, kept or used in or about the Premises by LESSEE, its agents, employees, contractors or invitees, without the prior written consent of LESSOR (which LESSOR shall not withhold as long as LESSEE demonstrates to LESSOR's reasonable satisfaction that such Hazardous Material is necessary or useful to LESSEE's business as conducted on the Premises, and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises). If LESSEE breaches the obligations stated in the preceding sentence and contamination of the Premises is caused as

a result thereof, then to the extent permitted by law, LESSEE shall indemnify, defend, and hold LESSOR harmless from any and all claims, judgments, damages, penalties, fines, costs (including, without limitation, reasonable attorney's fees), liabilities or losses incurred by LESSOR as a result of any such contamination. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by LESSEE results in any contamination of the Premises, LESSEE shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises. LESSEE's obligations pursuant to the indemnity contained in this Section shall survive the expiration or earlier termination of this Lease. Notwithstanding anything to the contrary contained in the foregoing, in connection with janitorial services, LESSEE may use or cause to be used cleaning substances that may be deemed Hazardous Materials, provided that such substances are used in accordance with all applicable laws, regulations, and ordinances.

- B. LESSOR'S REPRESENTATIONS AND WARRANTIES AND INDEMNITY:** LESSOR represents and warrants to LESSEE that LESSOR has received no notice from any governmental authority concerning the existence of Hazardous Material on, under or about the Premises and common areas, and to LESSOR's knowledge, (i) no Hazardous Materials are present or were installed, exposed, released or discharged in, on or under the Premises or common areas at any time during or prior to LESSOR's ownership thereof, and no prior owner or occupant of the Premises and/or common areas has used or stored Hazardous Material thereon or thereunder, (ii) no storage tanks for gasoline or any other substance are or were located on or under the Premises or common areas at any time during or prior to LESSOR's ownership thereof, and (iii) during LESSOR's ownership thereof but prior to the commencement date, the Premises and common areas have been used and operated in compliance with all applicable local, state, and federal laws, ordinances, rules, regulations, and orders. To the extent permitted by law, LESSOR shall indemnify, defend and hold LESSEE harmless from any and all claims, judgments, damages, penalties, fines, costs (including, without limitation, reasonable attorney's fees), liabilities or losses, arising out of or relating to the presence in, on, under or about the Premises and common areas of any Hazardous Material, except to the extent that any such presence, discharge or release is caused by LESSEE.
- C. DEFINITION OF HAZARDOUS MATERIAL:** As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by the State of Florida, the United States Government, or any other governmental authority. "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste" under Section 403.703(21), Florida Statutes (2001); (ii) defined as a "hazardous substance" under Section 403.703(29) Florida Statutes (2001); (iii) petroleum; (iv) asbestos; (v) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1317); (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903); or (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S.C. 9601).

- D. NOTIFICATION:** If at any time LESSEE or LESSOR shall become aware, or have reasonable cause to believe, that any Hazardous Material has been released or has otherwise come to be located on or beneath the Premises, such party shall, promptly upon discovering the release or the presence or suspected presence of the Hazardous Material, give written notice of that condition to the other party.

ARTICLE VIII. MISCELLANEOUS

- A. ESTOPPEL CERTIFICATE:** LESSEE agrees from time to time, within fifteen (15) days from receipt of a written request from LESSOR, to deliver to LESSOR a statement in writing certifying:

1. That this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease as modified is in full force and effect);
2. The date on which LESSEE began paying rent and whether any rent has been paid in advance;
3. That neither LESSEE nor LESSOR is in default under any provision of the Lease, or, if in default, the nature thereof in reasonable detail;

It is intended that any such statement may be relied upon by any prospective purchaser, mortgagee, or assignee of any mortgagee, affecting the Premises.

The LESSOR shall provide a comparable estoppel certificate to LESSEE upon receipt of a written request from LESSEE.

- B. BINDING EFFECT:** The terms, provisions and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, and legal representatives, except as otherwise expressly provided herein.

- C. RADON GAS:** In 1988, the Florida legislature passed a provision that requires the following notification to be provided on at least one document, form or application executed at the time of or prior to the Contract for Sale and Purchase of any building or execution of a rental agreement for any building:

"RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

- D. SECURITY:** LESSOR shall be under no obligation to provide security services for the protection of LESSEE, its employees, agents, students, and invitees.

- E. TIME OF ESSENCE:** Time is of the essence of this Lease and each and every provision hereof.
- F. NOTICES:** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed effective (i) upon personal delivery with a receipt obtained, (ii) upon receipt, refusal or receipt or the date noted as uncollected when sent by certified or registered mail, postage prepaid and return receipt requested, or (iii) if by facsimile transmission, by confirmation of transmission, with the original being sent by any of the other methods designated in this Section within forty-eight (48) hours of transmission, or (iv) upon the earlier of receipt or two (2) business days after being deposited with a nationally recognized overnight delivery service (i.e., Federal Express), and addressed as provided for in Article I hereof, or at such other address provided by the parties pursuant to this Section.
- G. RECORDING:** Neither LESSOR nor LESSEE shall record this Lease, nor any memorandum or other evidence thereof, in the Public Records of Lee County, Florida, or any other place. Any attempted recordation by LESSEE shall render this Lease null and void, and shall entitle LESSOR to the remedies provided for herein by LESSEE's default.
- H. PARTIAL INVALIDITY:** If any provision of this Lease or the application thereof to any person or circumstance to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- I. ACCORD AND SATISFACTION:** No payment by LESSEE or acceptance by LESSOR of a lesser amount than the Base Rent or other amounts due hereunder shall be deemed to be other than on account of the earliest Base Rent or other amount due, nor shall any endorsement or statement on any check or payment, or any letter accompanying any check or payment, be deemed an accord and satisfaction, and acceptance of such check or other payment shall be without prejudice to LESSOR's right to recover the balance of such Base Rent or other amount due, or pursue any other remedy provided herein or by law.
- J. ATTORNEY'S FEES:** LESSOR and LESSEE acknowledge and agree that each Party shall bear its own costs, expenses, claims to interest, and attorneys' fees incurred in or arising out of, or in any way connected with the matters which are referenced or covered in this Lease.
- K. INTERPRETATION:** The covenants and agreements herein contained shall bind and the benefits and advantages hereof shall inure to the respective legal representatives, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural shall include the singular and the use of any gender shall include all genders. This Lease may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. The headings of this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent or otherwise affect this Lease in

any way. This Lease shall create the relationship of LESSOR and LESSEE between the parties hereto, and nothing herein shall create or be construed to create an employer-employee, principal agent, joint venture or partnership relationship. Should any of the provisions of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such printed provision shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation of this Lease and that all terms were negotiable. This Lease shall be governed by and construed in accordance with the laws of the State of Florida. With respect to any action instituted by either party against the other relating to this Lease, the parties accept the exclusive jurisdiction of the courts of the State of Florida, and agree that the venue shall lie exclusively in Lee County, Florida.

- L. ENTIRE AGREEMENT AND MODIFICATION:** This Lease contains all of the understandings of the parties with respect to the matters covered herein, and supersedes all prior agreements, discussions, and negotiations of the parties. This Lease may only be altered, amended or modified by a writing duly executed by both parties.
- M. APPROVALS AND CONSENTS:** All approvals and consents required to be given by LESSOR hereunder shall not be unreasonably withheld or delayed.

IN WITNESS OF THE FOREGOING, the parties have executed this Lease as of the day and year first written above.

WITNESSES:

LESSOR: CITY OF CAPE CORAL

By: _____
John Gunter, Mayor

Print Name: _____

Print Name: _____

LESSEE:

WITNESSES:

**THE CAPE CORAL CHARTER SCHOOL
AUTHORITY**

By: _____

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

Item Number:	11.A.
Meeting Date:	8/20/2024
Item Type:	COUNCILMEMBER REPORT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:
Keith Long, District 6

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number:	12.A.
Meeting Date:	8/20/2024
Item Type:	CHAIR REPORT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Chair Kristifer Jackson

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 13.A.

Meeting Date: 8/20/2024

Item Type: FOUNDATION REPORT:

AGENDA REQUEST FORM

City Of Cape Coral Charter School Authority

TITLE:

Gary Cerny, Foundation President

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 14.A. Meeting Date: 8/20/2024 Item Type: STAFF COMMENT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Jackie Corey, Principal, Oasis High School

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 14.B. Meeting Date: 8/20/2024 Item Type: STAFF COMMENT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Tammy Daniels, Transportation Manager, Oasis Charter Schools

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 15.A.

Meeting Date: 8/20/2024

Item Type: UNFINISHED BUSINESS:

AGENDA REQUEST FORM

City Of Cape Coral Charter School Authority

TITLE:

No Activity

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number:	16.A.
Meeting Date:	8/20/2024
Item Type:	NEW BUSINESS:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Approval of the FY 2024 Oasis Charter Schools Budget Amendment #1

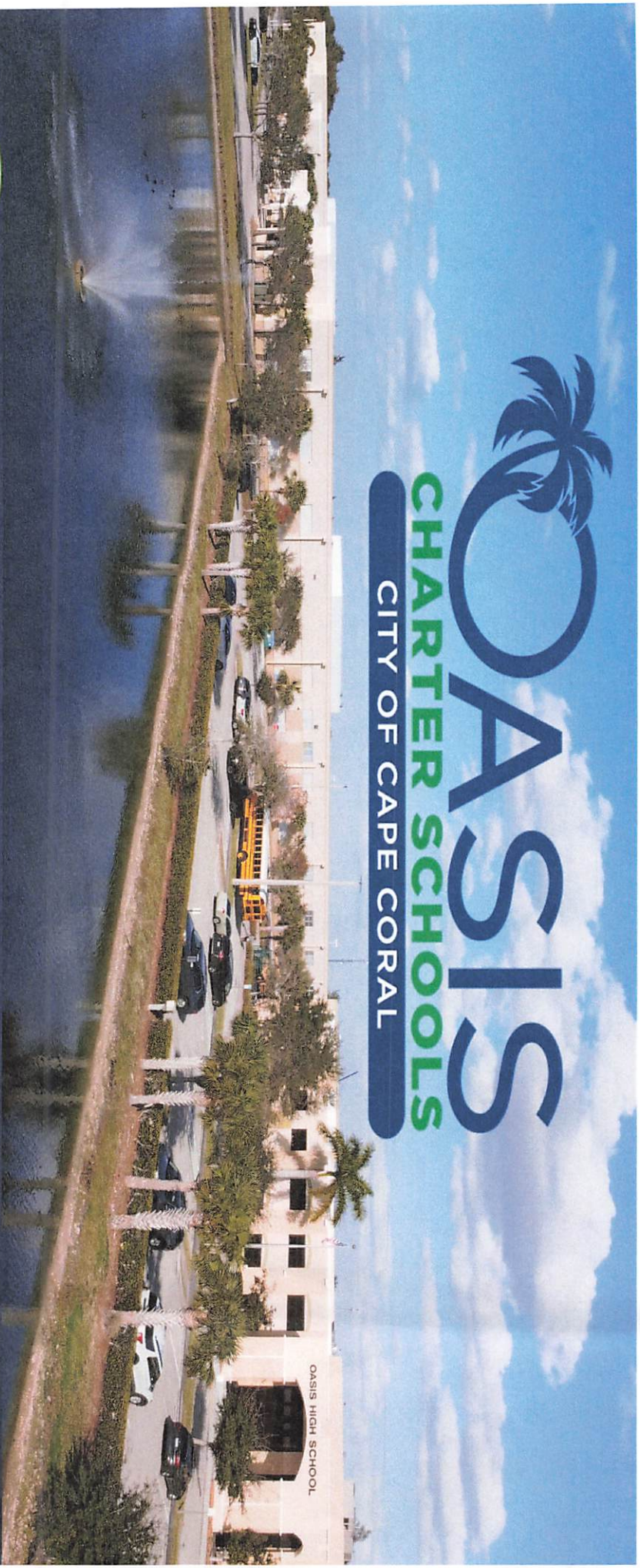
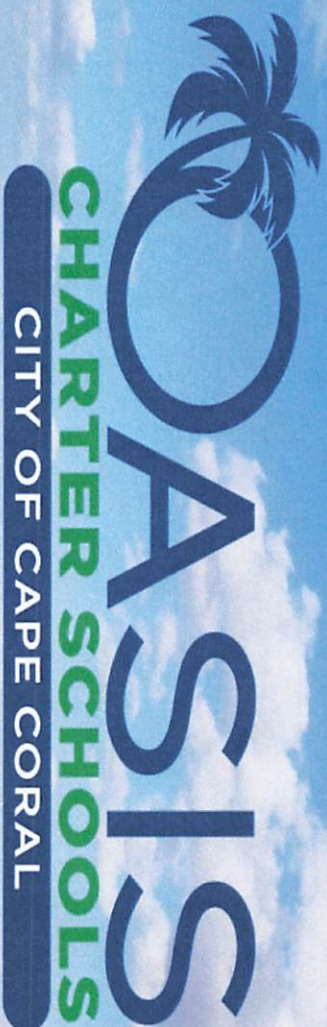
SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
▣ FY 2024 OCS BUDGET AMEND #1	Backup Material



FY 2024 Oasis Charter Schools Budget Amendment #1

August 20th, 2024



FY 2024 Budget Amendment

- **Purpose is to modify the estimates of revenues and appropriations as previously Adopted and/or Amended. Examples include:**
 - Adjustments for previously approved items
 - Increased/decreased costs/change in item
 - Reclassification of accounts
 - Dept Service to Operating
 - Unanticipated/unbudgeted items
 - Purchase of van & cloud software
 - Encumbrance
 - FY 2023 Encumbrance Carryforward - General Fund
- **1st & Final Budget Amendment for FY 2024**



FY 2024 Budget Amendment

Summary of Revenues & Expenses

Sources (Revenue)

Total as Adopted	\$ 47,005,957
Total as Amended	\$ 48,841,645

Budget Amendment Adjustments

Revenue Category	
Intergovernmental	\$ 1,122,667
Miscellaneous	2,500
Fund Balance	710,521
Total Adjustments:	\$ 1,835,688
Amended Budget Total:	\$ 48,841,645

Uses (Expenses)

Total as Adopted	\$ 47,005,957
Total as Amended	\$ 48,841,645

Budget Amendment Adjustments

Expense Category	
Capital	\$ 761,368
Operating	1,074,320
Total Adjustment:	\$ 1,835,688
Amended Budget Total:	\$ 48,841,645



FY 2024 Budget Amendment Major Adjustments

Grant/Donation Approved

TAPS 23A-097 School Hardening Grant	\$ 21,808
Army National Guard Recruiting Funding Support	2,500
TAPS 24A-283 FLDE Science of Reading, Literacy & Tutoring (SORT)	20,994
Title II FY 2024	55,350
Title IV FY 2024	60,269
Francis R Dewing Foundation STEM	5,122
Mark Schonwetter Holocaust Education Foundation Grant	941
TAPS 24A-097 Safety and Security of School Buildings	48,172
Ft Myers Chamber of Commerce Foundation Education Grant	500
Fl Dept of Education 23-24 Local Capital Improvement (LCI)	909,511
Total Grants/Donations:	\$ 1,125,167

FY 2023 Encumbrances Carryforward	\$ 710,521
Total Adjustments:	\$ 1,835,688

Budget Amendment Adjustments

Expense Category		
	Capital	\$ 761,368
	Operating	1,074,320
Total Adjustments:		\$ 1,835,688
Amended Total Budget:		\$ 1,835,688



Conclusion

- Requesting approval for the Final Budget Amendment of FY 2024
- Any questions?



Item Number:	16.B.
Meeting Date:	8/20/2024
Item Type:	NEW BUSINESS:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Approval to Hire an Additional Charter School Authority School Bus Driver FY25

SUMMARY:

ADDITIONAL INFORMATION:

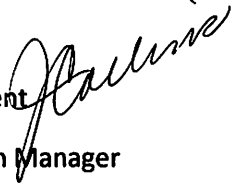
RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
▣ ADDITIONAL BUS DRIVER FY25	Backup Material

Cape Coral Charter School Authority

Administration Division

TO: Governing Board
THRU: Jacquelin Collins, Superintendent 
FROM: Tammy Daniels, Transportation Manager
DATE: August 20, 2024
SUBJECT: Request for Approval to Hire Additional Bus Driver FY 25

Due to the increase in enrollment at Oasis High School and the large number of middle school students matriculating to ninth grade, the high school is experiencing a waiting list for transportation in the Northwest section of the city (and additional 30 students). To accommodate these students and prevent them from leaving the system, Oasis has added an additional bus route and a substitute driver to transport students to and from school. This additional bus route requires us to use one of our three spare buses and our only substitute bus driver to drive this route daily. This puts the transportation department at a significant disadvantage as there is no additional coverage when drivers are absent. In order to avoid the cancellation of routes in emergencies, which could affect up to two schools and a minimum of 100 to 200 students daily, the transportation department is requesting approval of one additional bus driver to begin as soon as possible in FY 25. The budget impact over the course of one school year would be \$55,188. This position will continue to be budgeted in upcoming years.

Item Number:	18.A.
Meeting Date:	8/20/2024
Item Type:	TIME AND DATE OF NEXT MEETING

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:

The Next Regular Governing Board Meeting will be held on Tuesday, September 17, 2024, at 5:30p.m., at City Council Chambers, 1015 Cultural Park Blvd., Cape Coral, FL 33909

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION: