



AGENDA

REGULAR MEETING OF THE CAPE CORAL CHARTER SCHOOL GOVERNING BOARD

Tuesday, September 17, 2024

OASIS ELEMENTARY NORTH - CAFETERIA 2817 SW 3rd Lane, Cape Coral, FL

33991

5:30 PM

1. CALL TO ORDER

A. Kristifer Jackson, Chair

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, August 20, 2024

6. APPROVAL OF AGENDA REGULAR MEETING:

A. Request for Approval of the Agenda for the Regular Governing Board Meeting, September 17, 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 City of Cape Coral Oasis Charter

Schools Teachers Out of Field, School Year 2024-2025

- B. Request for Approval and Acceptance of the Florida Department of Education (FDOE) Title IV Part A Federal Program for School Year 2024-2025 in the Amount of: Oasis Elementary North, \$15,983.72; Oasis Elementary South, \$17,222.40; Oasis Middle School, \$16,535.57 and Oasis High School, \$12,219.37
- C. Request for Approval of the Updated NEOLA Policies as listed: 0141.2, 2120, 2270, 2271, 2452, 2455, 2460, 2520, 2521, 2522, 2623, 5111.01, 5410, 5410.01, 5420, 5460, 5465, 5780, 8305, 8330, 8405, 8420, 8600. To view updated policies visit <https://www.capecharterschools.org/meetings>. Select NEOLA POLICY UPDATES SEPTEMBER 17, 2024

9. SUPERINTENDENT REPORT:

- A. Jacquelin Collins, Superintendent, Oasis Charter Schools

10. CITY MANAGER REPORT:

- A. Mark Mason, Interim Assistant City Manager, City of Cape Coral

11. COUNCILMEMBER REPORT:

- A. Keith Long, District 6

12. CHAIR REPORT:

- A. Kristifer Jackson, Chair

13. FOUNDATION REPORT:

- A. Gary Cerny, Foundation President

14. STAFF COMMENT:

- A. Donnie Hopper, Principal, Oasis Middle School

15. UNFINISHED BUSINESS:

- A. Request for Approval 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)

16. NEW BUSINESS:

- A. No Activity

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, October 15, 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 S.S. 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:	9/17/2024
Item Type:	CALL TO ORDER

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Kristifer Jackson, Chair

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 2.A.

Meeting Date: 9/17/2024

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: 9/17/2024

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:	9/17/2024
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

9/17/2024

Date:

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, August 20, 2024

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
📎 GB MINUTES AUG 20 2024	Backup Material



GOVERNING BOARD MINUTES

Regular Meeting

City of Cape Coral Charter School Authority Governing Board **August 20, 2024**

1. Call to Order

Chairman Kris Jackson

A Regular Meeting of the City of Cape Coral Charter School Authority Governing Board of Lee County, Florida, met on Tuesday, August 20, 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, Cathy Stout. Parent Representatives: Jennifer Hoagland/OHS, Gregor Schade/OMS, Jose Soto/OES, Caroline Rouzeau/OEN.

Also Present: Jacquelin Collins, Superintendent

Jackie Corey, Principal, OHS

Donnie Hopper, Principal, OMS

Amy Picciolo, Interim AP, OMS

Marybeth Grecsek, Principal, OES

Carrie Abes, AP OES

Kevin Brown, Principal, OEN

Diedre Hanley, Oasis Educator

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

Tammy Daniels, CSA Transportation Mngr

5. Approval of Minutes

APPROVED UNANIMOUS Motion made by Member Michaels, Second by Member Atisele, to Approve the Minutes of the Charter School Authority Regular Governing Board Meeting held on Tuesday, June 25, 2024. *Unanimous.*

6. Approval of Regular Agenda Meeting

APPROVED UNANIMOUS Motion made by Member Michaels, Second by Member Atisele, to Approve the Agenda, Regular Meeting, August 20, 2024. *Unanimous*

7. Public Comment

No Activity

8. Consent Agenda

Motion made by Member Michaels, Second by Member Atisele to Approve the Consent Items as Presented, Items 8A-8D. UNANIMOUS

8A. APPROVED 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

8B. APPROVED 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

8C. APPROVED 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

8D. APPROVED 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's Report

9A. *State of the Charter Schools SY 2023-2024 Presentation by Superintendent Collins(<https://www.capecharterschools.org/superintendent-corner>)*

10. City Manager's Report

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

10A. Director Mason discussed the highlights 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), which will be presented for approval to the City Council during a Committee of the Whole meeting on Wednesday, September 11, 2024.

Governing Board Finance Committee Chair Michaels was tasked with meeting with Director Mason before the COW meeting to review contract language for clarity.

11. **City Council Member Report**

No Activity

Regarding the Lease Amdendment discussion on September 11th, Chair Jackson asked Councilmember Long to convey to City Council the Authority's desire to pay the full debt service.

12. **Chair Report**

Kristifer Jackson, Chair

- Reminded board members of upcoming events they should consider attending.
- Invited Cadet Garcia from the Youth Council to attend GB meetings, along with the rest of the Youth Council members.

13. **Foundation Report**

Gary Cerny, President

- OHS Booster Club support and gearing up for new membership and the following events:
- Cornhole Tournament - Oct 9
- Partee - Feb 28, 2025
- Foundation Gala - March 29, 2025
- Lighthouse Awards - April 14, 2025

14. **Staff Comment**

- a. Jackie Corey, Principal, Oasis High School
- b. Tammy Daniels, CSA Transportation Manager

15. **Unfinished Business**

No Activity

16. **New Business**

16A APPROVED Motion made by Member Michaels, Second by Member Stout to Request for Approval of the FY 2024 Oasis Charter Schools Budget Amendment #1. Unanimous

16A APPROVED Motion made by Member Michaels, Second by Member Atisele to Request for Approval to Hire an Additional Charter School Authority School Bus Driver FY25. Unanimous

17. **Final Board Comment**

Atisele: Very impressed with the way First Day was managed and what a great start to a new school year!

Jackson: Thanked teachers & staff for starting off the new school year so well organized and flawless. Our system is awesome and it's no wonder we are rated "A." Great job, everyone!

Long: No Comment

Michaels: Thanked teachers and staff for all they do and let's have a great school year!

Minaya: Congrats on a great start to the new school year! He has information that AMAZON is opening a fulfillment center in Lee County with full-time jobs that will offer tuition reimbursement - we should consider having them as a vendor at one of our high school career fairs.

Stout: Looking forward to a new school year! She asked Tammy D, the CSA Transportation Manager about the maintenance of student bus stops - who is responsible for maintain them and what about student safety? Daniels said the stops are shared with Lee County Schools and if necessary, maintained by the owners; student safety is a priority, however, the benches are placed by private donation or local community effort.

Hoagland: Happy the school year started on such a good foot and asked the superintendent if there are any outstanding teacher vacancies? Collins said no, the teacher roster is in very good shape, as well as other departments.

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

The next Regular Governing Board Meeting will be held on Tuesday, September 17, 2024 at 5:30p.m., at Oasis Elementary NORTH - Cafeteria, 2817 SW 3rd Lane, Cape Coral, FL 33991

19. **Adjournment**

The Governing Board Regular Meeting adjourned at 7:37p.m.

Respectfully Submitted,

Kathleen Paul-Evans, Secretary

Cape Coral Charter School Authority Governing Board

Secretary

Date of approval

Item Number:	6.A.
Meeting Date:	9/17/2024
Item Type:	APPROVAL OF AGENDA REGULAR MEETING:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:

Request for Approval of the Agenda for the Regular Governing Board Meeting, September 17, 2024

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 7.A. Meeting Date: 9/17/2024 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: 9/17/2024
Item Type: CONSENT AGENDA:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Approval of the City of Cape Coral Oasis Charter Schools Teachers Out of Field,
School Year 2024-2025

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
TEACHER OUT OF FIELD SY 24/25	Backup Material



August 12, 2024

Dear Families,

Florida Statutes 1012.42 requires that schools each year notify parents about teachers in the school. Teachers are expected to meet many different requirements. Because all teachers have not yet met all of these requirements, we are identifying specific situations below.

Some teachers are teaching out of field. This means they are teaching a subject for which they have not yet met specific certification requirements including English for Speakers of Other Languages (ESOL). There are many reasons a teacher may be teaching out of field. Some subject areas have many requirements such as requiring certification in both regular education subjects and special education subjects. Also, some subject area teachers in secondary schools may be required to be certified as reading teachers as well as general education teachers. All of our teachers are working toward becoming certified in each of the required areas. Teachers teaching out of field are shown with the subject area(s) listed in the Out of Field column.

Oasis Elementary South have outstanding teachers, all of whom are carefully selected. We provide a variety of staff development activities each year to add to the skills and knowledge of our teachers. We are proud of the teachers that are here to serve your child and we pledge to continue our efforts in meeting all the needs of the students.

Sincerely,

A handwritten signature in black ink, appearing to read "MG", with a long, sweeping horizontal line extending to the right.

MaryBeth Grecsek
Principal

Teacher Last Name	Teacher First Name	Area of Certification* (*Also include long term substitute teachers)	Out of Field Subject
Canty	Eugenia	Elementary Education	ESOL
Figueredo	Shabely	Prekindergarten/Primary Education	5th Grade & ESOL
Flynn	Kelsey	Elementary Education	Gifted
Frink	Carol	Elementary Education	ESOL
Gault	Kimberly	Prekindergarten/Primary Education	ESOL
Nelson	Kori	Elementary Education	ESOL
Prieto	Jessica	Elementary Education	ESOL
Snyder	Danielle	Exceptional Student Education	Kindergarten & ESOL
Stark	Angela	Elementary Education	ESOL
Stubits	Lisa	Exceptional Student Education	5th Grade & ESOL
Tann	Virginia	Elementary Education	ESOL
Taylor	Laney	Elementary Education	ESOL
Velasco	Andrea	Elementary Education	ESOL
Wilson	Samantha	Elementary Education	ESOL



START HERE. GO EVERYWHERE.

Dear Families,

September 1, 2024

Florida Statutes 1012.42, requires that schools each year notify parents about teachers in the school. Teachers are expected to meet many different requirements. Because all teachers have not yet met all requirements, we are identifying specific situations below.

Some teachers are teaching out of field. This means they are teaching a subject for which they have not yet met specific certification requirements including English for Speakers of Other Languages (ESOL). There are many reasons a teacher may be teaching out of field. Some subject areas have many requirements such as requiring certification in both regular education subjects and special education subjects. Also, some subject area teachers in secondary schools may be required to be certified as reading teachers as well as general education teachers. All of our teachers are working toward becoming certified in each of the required areas. Teachers teaching out of field are shown with the subject area(s) listed in the Out of Field column.

Oasis Elementary North has outstanding teachers, all of whom are carefully selected. We provide a variety of staff development activities each year to add to the skills and knowledge of our teachers. We are proud of the teachers that are here to serve your child and we pledge to continue our efforts in meeting all the needs of the students.

Sincerely,
Kevin Brown, Principal

Teacher Last Name	Teacher First Name	Area of Certification* (*Also include long term substitute teachers)	Out of Field Subject
Cloughen	Carrie	K-6	ESOL
Toney	Ashley	K-6	Gifted
Moraes	Rafaela	K-3	ESOL
Curasco	Jane	K-3	ESOL
Cardwell	Amy	K-6	Gifted
Rife*	Deborah	LT Substitute	ESOL

*Certification has been applied for through the FLDOE.

**FOUR
SCHOOLS,
ONE
VISION**

239.283.4511

239.282.0376

TheOasisAdvantage.com

2817 SW 3rd Lane, Cape Coral, FL 33991



START **HERE.** GO **EVERYWHERE.**

September 11, 2024

Dear Families,

Florida Statutes 1012.42, requires that schools each year notify parents about teachers in the school. Teachers are expected to meet many different requirements. Because all teachers have not yet met all these requirements, we are identifying specific situations below.

Some teachers are teaching out of field. This means they are teaching a subject for which they have not yet met specific certification requirements including English for Speakers of Other Languages (ESOL). There are many reasons a teacher may be teaching out of field. Some subject areas have many requirements such as requiring certification in both regular education subjects and special education subjects. Also, some subject area teachers in secondary schools may be required to be certified as reading teachers as well as general education teachers. All our teachers are working toward becoming certified in each of the required areas. Teachers teaching out of field are shown with the subject area(s) listed in the Out of Field column.

Oasis Middle has outstanding teachers, all of whom are carefully selected. We provide a variety of staff development activities each year to add to the skills and knowledge of our teachers. We are proud of the teachers that are here to serve your child and we pledge to continue our efforts in meeting all the needs of the students.

Sincerely,


Donnie Hopper
Principal

Teacher Last Name	Teacher First Name	Area of Certification* (*Also include long term substitute teachers)	Out of Field Subject
Bly	Tammy	Temporary	Careers, ESOL
Bush	Kelli	Elementary	Science
Harrington	Jerry	Temporary	Social Studies, ESOL
Zientek	Victoria	Elementary	Math, ESOL
Bruton	Bridget	Math	ESOL
Burkham	Michelle	PE	ESOL
Camardo	Gina	Elementary	ESOL
Sheldon	Natalie	Language Arts	ESOL

**FOUR
SCHOOLS,
ONE
VISION**

239.945.1999

239.540.7677

TheOasisAdvantage.com

3507 Oasis Blvd., Cape Coral, FL 33914



START HERE. GO EVERYWHERE.

August 27, 2024

Dear Families,

Florida Statutes 1012.42, requires that schools each year notify parents about teachers in the school. Teachers are expected to meet many different requirements. Because not all teachers have yet met all of these requirements, we are identifying specific situations below. Some teachers are teaching out-of-field. This means they are teaching a subject for which they have not yet met specific certification requirements including English for Speakers of Other Languages (ESOL). There are many reasons a teacher may be teaching out-of-field. Some subject areas have many requirements such as requiring certification in both regular education subjects and special education subjects. Also, some subject area teachers in secondary schools may be required to be certified as reading teachers as well as general education teachers. All of our teachers are working toward becoming certified in each of the required areas. Teachers teaching out-of-field are shown with the subject area(s) listed in the Out-of-Field column.

Oasis High School has outstanding teachers, all of whom are carefully selected. We provide a variety of staff development activities each year to add to the skills and knowledge of our teachers. We are proud of the teachers that are here to serve your child and we pledge to continue our efforts in meeting all the needs of the students.

Sincerely,

Jackie Corey

Principal

Teacher	Area of Certification	Out-of-Field Subject
Aley, Kristin	American Sign Language	Sign Language
Perez, Luis	Business 6-12	Research 3, ESOL
Allen, Brendon	Philosophy	Ethics
Partazana, Vanessa	Biology	Biology
Putterbaugh, Matt	Chemistry	Chemistry, ESOL

ESOL Requirement:

Allen, Jessica Brown, Jeffrey Concannon, Jack Godfrey, Rawson Kaye, Gregg

**FOUR
SCHOOLS,
ONE
VISION**

239.541.1167

239.541.1590

OasisHighSchool.net

3519 Oasis Blvd., Cape Coral, FL 33914

Item Number: 8.B.
Meeting Date: 9/17/2024
Item Type: CONSENT AGENDA:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Approval and Acceptance of the Florida Department of Education (FDOE) Title IV Part A Federal Program for School Year 2024-2025 in the Amount of: Oasis Elementary North, \$15,983.72; Oasis Elementary South, \$17,222.40; Oasis Middle School, \$16,535.57 and Oasis High School, \$12,219.37

SUMMARY:

The Florida Department of Education (FDOE) Title IV Part A Program supports district developed services and activities geared toward providing all students an enriched educational experience. The Federal grant period is effective School Year 2024/2025, July 1, 2024 - June 30, 2025.

Grant Amounts:

Oasis Elementary North - \$15,983.72
Oasis Elementary South - \$17,222.40
Oasis Middle School - \$16,535.57
Oasis High School - \$12,219.37

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
▣ TITLE IV PART A FED GRANT SY 24/25	Backup Material



Title IV Part A: Charter School Request for Application SY25

The Florida Department of Education's (FDOE) Title IV Part A Program is supporting district developed services and activities geared toward providing all students an enriched educational experience. Title IV Part A partnerships are supported by strong collaborations with the US Department of Education, other Federal Programs, FDOE Bureaus and numerous external stakeholders and to develop and deliver content specific resources, materials, and statewide training opportunities.

What is Title IV, Part A?

The Student Support and Academic Enrichment Project is intended to improve student academic achievement by increasing the state and local educational agencies capacity in the following areas:

- Providing all students with access to a well-rounded education
- Cultivating safe and healthy students school conditions for student learnings
- The effective use of technology and digital literacy of all students

Grant Period – July 1, 2024 through June 30, 2025



Activities to Support Well-Rounded Educational Opportunities

- College and career guidance and counseling programs
- Music and arts education
- Science, technology, engineering, and mathematics (STEM)
- Accelerated learning programs
- American history, civics, economics, geography, and government education
- Foreign language
- Environmental education
- Volunteerism and community involvement
- Multidisciplinary programs



Activities to Support Safe and Healthy Students

- **Note:** Activities to support SHS may be conducted in partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities described in the statute.
- Suicide prevention
- Trauma-informed practices in classroom management
- Crisis management and conflict resolution
- Human trafficking
- School-based violence prevention strategies
- Drug abuse prevention
- Bullying and harassment prevention
- Child sexual abuse awareness and prevention
- Positive Behavioral Interventions and Supports



Activities to Support the Effective Use of Technology

- Promoting professional learning for educators
- Building technological capacity and infrastructure
- Developing or using effective or innovative strategies for the delivery of academic content through the use of technology
- Providing students in rural, remote, and underserved areas expanded access to educational opportunities through the use of technology

**Title IV Part A Request for Application prepared for :
Oasis Elementary Charter North**

Student Enrollment	Total SY25 Allocation	Focus Area 1 (Well Rounded Education)	Focus Area 2 (Safe & Healthy Schools)	Focus Area 3 (Effective Use of Technology)
811	\$15,983.72	\$9,590.23	\$5,594.30	\$799.19

Grant Period – July 1, 2024 through June 30, 2025

Application Due Date

All participating Charter schools must submit the Title IV Project Performance Accountability and Budget Narrative Forms below to LEA for approval by: **Friday, May 31, 2024**

The Scope of Work: must include the specific tasks that the grantee is required to perform.

Deliverables must:

- Be directly linked to a specific line item/cost item that in turn links to the specific task/activity/service
- Identify the minimum level of service to be performed
- Be quantifiable, measurable, and verifiable. (*how many, how often, duration*).

Definitions:

- **Scope of Work:** The major tasks that the grantee is required to perform
- **Tasks:** The specific activities performed to complete the Scope of Work
- **Deliverables:** The products and/or services that directly relate to a task specified in the Scope of Work. Deliverables must be quantifiable, measurable, and verifiable
- **Evidence:** The tangible proof
- **Due Date:** Date for completion of tasks
- **Unit Cost:** Dollar value of deliverables

The applicant must complete the information related to the required tasks to be performed and timelines/due dates for the respective tasks/deliverables consistent with the provided instructions. Per Chapter 215.971 F.S. financial consequences will be applied if the sub-recipient fails to perform the minimum level of services required by the agreement. Unit cost is not necessary for each item but can be used to establish a methodology for reduction in the event minimum performance is not met.

Project Performance Accountability Form

Scope of Work Tasks/Activities:	Deliverables (product or service):	Evidence (verification):	Date Due:
Well Rounded Education Improving access to foreign language instruction, arts, and music education.	Purchase music equipment and materials	Purchase Order Increase student engagement in Music	June 30th, 2025 \$3995.93
Well Rounded Education Improving access to foreign language instruction, arts, and music education.	Purchase art equipment and supplies	Purchase Order Increase student engagement in Music	June 30th, 2025 \$3995.93
Safe and Healthy Schools Implementing programs that support a healthy, active, lifestyle (nutritional and physical education).	Purchase sports/physical activity equipment for after school program, "Sports Club"	Purchase order Increase student participation in healthy, nutritional and active lifestyle.	June 30th, 2025 \$3,995.93
Well Rounded Education Improving access to foreign language instruction, arts, and music education.	Purchase materials for science equipment and materials	Purchase order Increase student participation in science	June 30th, 2025 \$3995.93

Conditions for Acceptance:

The requirements listed below must be met for applications to be considered for review:

1. Application is received by the School District of Lee County's Title IV Office on or before Friday, May 31, 2024.
2. Application includes completed required forms: Project Performance Accountability and Budget Narrative.
3. All required forms have original signatures by an authorized entity.

Grant Period – July 1, 2024 through June 30, 2025

Signature:

	Kevin Brown	5.22.24
Signature of School Principal	Please Print Name	Date

Approved by:

	August 10, 2024
Kimberly A. Brooks	Date
Program Administrator, Title IV Part A	
School District of Lee County	

Budget Narrative Form

[illegible]



Title IV Part A: Charter School Request for Application SY25

The Florida Department of Education's (FDOE) Title IV Part A Program is supporting district developed services and activities geared toward providing all students an enriched educational experience. Title IV Part A partnerships are supported by strong collaborations with the US Department of Education, other Federal Programs, FDOE Bureaus and numerous external stakeholders and to develop and deliver content specific resources, materials, and statewide training opportunities.

What is Title IV, Part A?

The Student Support and Academic Enrichment Project is intended to improve student academic achievement by increasing the state and local educational agencies capacity in the following areas:

- Providing all students with access to a well-rounded education
- Cultivating safe and healthy students school conditions for student learnings
- The effective use of technology and digital literacy of all students

Grant Period – July 1, 2024 through June 30, 2025



Activities to Support Well-Rounded Educational Opportunities

- College and career guidance and counseling programs
- Music and arts education
- Science, technology, engineering, and mathematics (STEM)
- Accelerated learning programs
- American history, civics, economics, geography, and government education
- Foreign language
- Environmental education
- Volunteerism and community involvement
- Multidisciplinary programs



Activities to Support Safe and Healthy Students

- **Note:** Activities to support SHS may be conducted in partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities described in the statute.
- Suicide prevention
- Trauma-informed practices in classroom management
- Crisis management and conflict resolution
- Human trafficking
- School-based violence prevention strategies
- Drug abuse prevention
- Bullying and harassment prevention
- Child sexual abuse awareness and prevention
- Positive Behavioral Interventions and Supports



Activities to Support the Effective Use of Technology

- Promoting professional learning for educators
- Building technological capacity and infrastructure
- Developing or using effective or innovative strategies for the delivery of academic content through the use of technology
- Providing students in rural, remote, and underserved areas expanded access to educational opportunities through the use of technology

**Title IV Part A Request for Application prepared for :
Oasis Elementary Charter South**

Student Enrollment	Total SY25 Allocation	Focus Area 1 (Well Rounded Education)	Focus Area 2 (Safe & Healthy Schools)	Focus Area 3 (Effective Use of Technology)
874	\$17,225.37	\$10335.22	\$6,028.88	\$858.31

Grant Period – July 1, 2024 through June 30, 2025

Application Due Date

All participating Charter schools must submit the Title IV Project Performance Accountability and Budget Narrative Forms below to LEA for approval by: **Friday, May 31, 2024**

The Scope of Work: must include the specific tasks that the grantee is required to perform.

Deliverables must:

- Be directly linked to a specific line item/cost item that in turn links to the specific task/activity/service
- Identify the minimum level of service to be performed
- Be quantifiable, measurable, and verifiable. (*how many, how often, duration*).

Definitions:

- **Scope of Work:** The major tasks that the grantee is required to perform
- **Tasks:** The specific activities performed to complete the Scope of Work
- **Deliverables:** The products and/or services that directly relate to a task specified in the Scope of Work. Deliverables must be quantifiable, measurable, and verifiable
- **Evidence:** The tangible proof
- **Due Date:** Date for completion of tasks
- **Unit Cost:** Dollar value of deliverables

The applicant must complete the information related to the required tasks to be performed and timelines/due dates for the respective tasks/deliverables consistent with the provided instructions. Per Chapter 215.971 F.S. financial consequences will be applied if the sub-recipient fails to perform the minimum level of services required by the agreement. Unit cost is not necessary for each item but can be used to establish a methodology for reduction in the event minimum performance is not met.

Project Performance Accountability Form

Scope of Work Tasks/Activities:	Deliverables (product or service):	Evidence (verification):	Date Due:
Well Rounded Education: Science Lab Materials for STEM Specials as well as classrooms	Materials for hands-on Science and STEM learning kits that may include cups, pipe cleaners, measuring cups, and other materials needed for labs	Purchase order packing slip	June 30, 2025 \$3445.07
Well Rounded Education Improving access to foreign language instruction, arts, and music education.	Purchase music equipment and materials	Purchase order packing slip	June 30, 2025 \$3445.07
Well Rounded Education Improving access to foreign language instruction, arts, and music education.	Purchase art equipment and supplies	Purchase order packing slip	June 30, 2025 \$3445.07
Safe and Healthy Schools Implementing programs that support a healthy, active, lifestyle (nutritional and physical education).	Purchase sports/physical activity equipment for Physical Education and after school clubs	Purchase order packing slip	June 30, 2025 \$6,028.88
Effective Use of Technology: Delivering digital learning technologies	Purchase access to Khanmigo	Purchase order	June 30, 2025 \$858.31

Project Performance Accountability Form

Scope of Work Tasks/Activities:	Deliverables (product or service):	Evidence (verification):	Date Due:

Budget Narrative Form

[illegible]

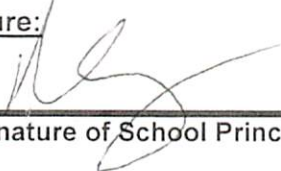
Conditions for Acceptance:

The requirements listed below must be met for applications to be considered for review:

1. Application is received by the School District of Lee County's Title IV Office on or before Friday, May 31, 2024.
2. Application includes completed required forms: Project Performance Accountability and Budget Narrative.
3. All required forms have original signatures by an authorized entity.

Grant Period – July 1, 2024 through June 30, 2025

Signature:



Signature of School Principal

Mary Beth Greesek

Please Print Name

5/15/24

Date

Approved by:

Kimberly Brooks

09/13/2024

Kimberly A. Brooks

Date

Program Administrator, Title IV Part A
School District of Lee County



Title IV Part A: Charter School Request for Application SY25

The Florida Department of Education's (FDOE) Title IV Part A Program is supporting district developed services and activities geared toward providing all students an enriched educational experience. Title IV Part A partnerships are supported by strong collaborations with the US Department of Education, other Federal Programs, FDOE Bureaus and numerous external stakeholders and to develop and deliver content specific resources, materials, and statewide training opportunities.

What is Title IV, Part A?

The Student Support and Academic Enrichment Project is intended to improve student academic achievement by increasing the state and local educational agencies capacity in the following areas:

- Providing all students with access to a well-rounded education
- Cultivating safe and healthy students school conditions for student learnings
- The effective use of technology and digital literacy of all students

Grant Period – July 1, 2024 through June 30, 2025



Activities to Support Well-Rounded Educational Opportunities

- College and career guidance and counseling programs
- Music and arts education
- Science, technology, engineering, and mathematics (STEM)
- Accelerated learning programs
- American history, civics, economics, geography, and government education
- Foreign language
- Environmental education
- Volunteerism and community involvement
- Multidisciplinary programs



Activities to Support Safe and Healthy Students

- **Note:** Activities to support SHS may be conducted in partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities described in the statute.
- Suicide prevention
- Trauma-informed practices in classroom management
- Crisis management and conflict resolution
- Human trafficking
- School-based violence prevention strategies
- Drug abuse prevention
- Bullying and harassment prevention
- Child sexual abuse awareness and prevention
- Positive Behavioral Interventions and Supports



Activities to Support the Effective Use of Technology

- Promoting professional learning for educators
- Building technological capacity and infrastructure
- Developing or using effective or innovative strategies for the delivery of academic content through the use of technology
- Providing students in rural, remote, and underserved areas expanded access to educational opportunities through the use of technology

**Title IV Part A Request for Application prepared for :
Oasis Middle Charter School**

Student Enrollment	Total SY25 Allocation	Focus Area 1 (Well Rounded Education)	Focus Area 2 (Safe & Healthy Schools)	Focus Area 3 (Effective Use of Technology)
839	\$16,535.57	\$9,921.34	\$5,787.45	\$826.78

Grant Period – July 1, 2024 through June 30, 2025

Application Due Date

All participating Charter schools must submit the Title IV Project Performance Accountability and Budget Narrative Forms below to LEA for approval by: **Friday, May 31, 2024**

The Scope of Work: must include the specific tasks that the grantee is required to perform.

Deliverables must:

- Be directly linked to a specific line item/cost item that in turn links to the specific task/activity/service
- Identify the minimum level of service to be performed
- Be quantifiable, measurable, and verifiable. (*how many, how often, duration*).

Definitions:

- **Scope of Work:** The major tasks that the grantee is required to perform
- **Tasks:** The specific activities performed to complete the Scope of Work
- **Deliverables:** The products and/or services that directly relate to a task specified in the Scope of Work. Deliverables must be quantifiable, measurable, and verifiable
- **Evidence:** The tangible proof
- **Due Date:** Date for completion of tasks
- **Unit Cost:** Dollar value of deliverables

The applicant must complete the information related to the required tasks to be performed and timelines/due dates for the respective tasks/deliverables consistent with the provided instructions. Per Chapter 215.971 F.S. financial consequences will be applied if the sub-recipient fails to perform the minimum level of services required by the agreement. Unit cost is not necessary for each item but can be used to establish a methodology for reduction in the event minimum performance is not met.

Project Performance Accountability Form

Scope of Work Tasks/Activities:	Deliverables (product or service):	Evidence (verification):	Date Due:
Focus Area 1: STEM - Materials and supplies for the OMS MakerSpace STEM lab	3D printer filament Glue, box cutters, balsa wood, tool boxes, tape measures, Glowforge replenishments, batteries, etc.	Receipt of items for MakerSpace. Photos. Purchase orders and invoices for items. Teachers lesson plans.	May, 2025
Focus Area 1: Music - Band instruments for students. We are working to rebuild our band and music department.	Various band instruments would be purchased from Cadence Music or Amazon. Various music equipment - speakers, wires, stands, etc.	Receipt of instruments, accessories for band program. Photos. Purchase orders and invoices for instruments and accessories.	May, 2025
Focus Area 2: PBIS - Games, activities, and rewards for all students meeting schoolwide GATOR expectations in our PBIS program	Games (bingo, field days) Rewards for students - Oriental Trading Company rewards	Purchase order and invoices for games and rewards. Receipt of all items. Photos of PBIS celebrations.	May, 2025
Focus Area 3: PD for Staff - One staff member to attend Kagan Summer Institute with a focus on effective use of technology in the classroom	Registration for Kagan PD - June 2025	Purchase order for PD. Agenda from PD.	June, 2025
Focus Area 2: PBIS - Update PE equipment for school-wide activities such as Gator Jog and Field Days.	PE Equipment for Field Days	Purchase order and invoices for PE equipment. Receipts of all items. Photos of events.	May, 2025

Project Performance Accountability Form

Scope of Work Tasks/Activities:	Deliverables (product or service):	Evidence (verification):	Date Due:

Budget Narrative Form

[illegible]

Conditions for Acceptance:

The requirements listed below must be met for applications to be considered for review:

1. Application is received by the School District of Lee County's Title IV Office on or before Friday, May 31, 2024.
2. Application includes completed required forms: Project Performance Accountability and Budget Narrative.
3. All required forms have original signatures by an authorized entity.

Grant Period – July 1, 2024 through June 30, 2025

Signature:



Donnie Hopper

6-14-24

Signature of School Principal

Please Print Name

Date

Approved by:



9/11/2024

Kimberly A. Brooks
Program Administrator, Title IV Part A
School District of Lee County

Date



Title IV Part A: Charter School Request for Application SY25

The Florida Department of Education's (FDOE) Title IV Part A Program is supporting district developed services and activities geared toward providing all students an enriched educational experience. Title IV Part A partnerships are supported by strong collaborations with the US Department of Education, other Federal Programs, FDOE Bureaus and numerous external stakeholders and to develop and deliver content specific resources, materials, and statewide training opportunities.

What is Title IV, Part A?

The Student Support and Academic Enrichment Project is intended to improve student academic achievement by increasing the state and local educational agencies capacity in the following areas:

- Providing all students with access to a well-rounded education
- Cultivating safe and healthy students school conditions for student learnings
- The effective use of technology and digital literacy of all students

Grant Period – July 1, 2024 through June 30, 2025



Activities to Support Well-Rounded Educational Opportunities

- College and career guidance and counseling programs
- Music and arts education
- Science, technology, engineering, and mathematics (STEM)
- Accelerated learning programs
- American history, civics, economics, geography, and government education
- Foreign language
- Environmental education
- Volunteerism and community involvement
- Multidisciplinary programs



Activities to Support Safe and Healthy Students

- **Note:** Activities to support SHS may be conducted in partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities described in the statute.
- Suicide prevention
- Trauma-informed practices in classroom management
- Crisis management and conflict resolution
- Human trafficking
- School-based violence prevention strategies
- Drug abuse prevention
- Bullying and harassment prevention
- Child sexual abuse awareness and prevention
- Positive Behavioral Interventions and Supports



Activities to Support the Effective Use of Technology

- Promoting professional learning for educators
- Building technological capacity and infrastructure
- Developing or using effective or innovative strategies for the delivery of academic content through the use of technology
- Providing students in rural, remote, and underserved areas expanded access to educational opportunities through the use of technology

**Title IV Part A Request for Application prepared for :
Oasis Charter High School**

Student Enrollment	Total SY25 Allocation	Focus Area 1 (Well Rounded Education)	Focus Area 2 (Safe & Healthy Schools)	Focus Area 3 (Effective Use of Technology)
620	\$12,219.37	\$7,331.62	\$4,276.78	\$610.97

Grant Period – July 1, 2024 through June 30, 2025

Application Due Date

All participating Charter schools must submit the Title IV Project Performance Accountability and Budget Narrative Forms below to LEA for approval by: **Friday, May 31, 2024**

The Scope of Work: must include the specific tasks that the grantee is required to perform.

Deliverables must:

- Be directly linked to a specific line item/cost item that in turn links to the specific task/activity/service
- Identify the minimum level of service to be performed
- Be quantifiable, measurable, and verifiable. (*how many, how often, duration*).

Definitions:

- **Scope of Work:** The major tasks that the grantee is required to perform
- **Tasks:** The specific activities performed to complete the Scope of Work
- **Deliverables:** The products and/or services that directly relate to a task specified in the Scope of Work. Deliverables must be quantifiable, measurable, and verifiable
- **Evidence:** The tangible proof
- **Due Date:** Date for completion of tasks
- **Unit Cost:** Dollar value of deliverables

The applicant must complete the information related to the required tasks to be performed and timelines/due dates for the respective tasks/deliverables consistent with the provided instructions. Per Chapter 215.971 F.S. financial consequences will be applied if the sub-recipient fails to perform the minimum level of services required by the agreement. Unit cost is not necessary for each item but can be used to establish a methodology for reduction in the event minimum performance is not met.

Project Performance Accountability Form

Scope of Work Tasks/Activities:	Deliverables (product or service):	Evidence (verification):	Date Due:
Well Rounded Education: Improving access to foreign language, instructions, arts, and music education.	Purchase equipment and consumable supplies.	Purchase Order	6-1-25
Effective use of technology: Equipment for rigorous tech curriculum and supplies.	Purchase equipment and materials. Consumable STEM materials.	Purchase Order	6-1-25
Safe and Healthy Schools: Implementing Programs that support a healthy active lifestyle and nutritional.	Purchase physical education supplies and approved professional development	Purchase Order	6-1-25

Project Performance Accountability Form

Scope of Work Tasks/Activities:	Deliverables (product or service):	Evidence (verification):	Date Due:

Budget Narrative Form

[illegible]

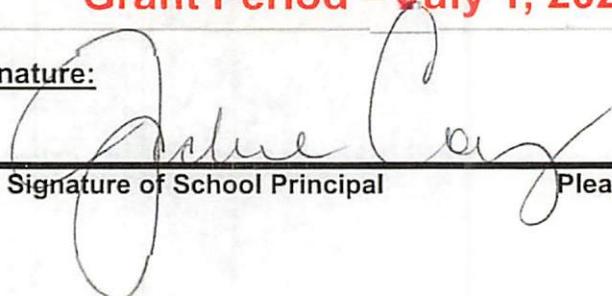
Conditions for Acceptance:

The requirements listed below must be met for applications to be considered for review:

1. Application is received by the School District of Lee County's Title IV Office on or before Friday, May 31, 2024.
2. Application includes completed required forms: Project Performance Accountability and Budget Narrative.
3. All required forms have original signatures by an authorized entity.

Grant Period – July 1, 2024 through June 30, 2025

Signature:

 Valerie Corey 5/20/24

Signature of School Principal

Please Print Name

Date

Approved by:



05/20/2024

Kimberly A. Brooks

Date

Program Administrator, Title IV Part A
School District of Lee County

Item Number: 8.C.
Meeting Date: 9/17/2024
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: 0141.2, 2120, 2270, 2271, 2452, 2455, 2460, 2520, 2521, 2522, 2623, 5111.01, 5410, 5410.01, 5420, 5460, 5465, 5780, 8305, 8330, 8405, 8420, 8600. To view updated policies visit <https://www.capecharterschools.org/meetings>. Select NEOLA POLICY UPDATES SEPTEMBER 17, 2024

SUMMARY:

Request for Approval of the Updated NEOLA Policies as listed: 0141.2, 2120, 2270, 2271, 2452, 2455, 2460, 2520, 2521, 2522, 2623, 5111.01, 5410, 5410.01, 5420, 5460, 5465, 5780, 8305, 8330, 8405, 8420, 8600. To view updated policies visit <https://www.capecharterschools.org/meetings>. Select NEOLA POLICY UPDATES SEPTEMBER 17, 2024

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
▢ NEOLA UPDATES SEP 17 2024	Backup Material



Policies for Board Adoption

Policy Number	Policy Title	Link
0141.2	CONFLICT OF INTEREST	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&D8JQ6Z67BB34
2120	SCHOOL IMPROVEMENT	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=D8JQ7267BB35
2270	RELIGION IN THE CURRICULUM	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=D8JQ7367BB36
2271	ARTICULATION AND ACCESS TO FLORIDA COLLEGE SYSTEM INSTITUTIONS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=D8JQ7467BB37
2452	DISCLOSURE OF SECURITY POLICY AN DCRIME STATISTICS (CLERY ACT)	NEW POLICY; https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=D8JQ6E67BAF4
2455	DROPOUT PREVENTION AND ACADEMIC INTERVENTION PROGRAMS	REJECT CHANGE: https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=D8JQ6F67BAF6
2460	EXCEPTIONAL STUDENT EDUCATION	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=D8JQ7567BB38
2520	SELECTION AND ADOPTION OF INSTRUCTIONAL MATERIALS	REJECT CHANGE: https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=D8JQ7667BB39
2521	INSTRUCTIONAL MATERIALS PROGRAM	REJECT CHANGE: https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=D8JQ7767BB3A

2522	CHALLENGES TO ADOPTION OR USE OF INSTRUCTIONAL, LIBRARY, OR READING MIST MATERIALS	REJECT CHANGE: https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=D8JQ6K67BB04
2623	STUDENT ASSESSMENT	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=D8JQ7867BB3B
5111.01	HOMELESS STUDENTS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CN2MZQ5D85DC
5410	STUDENT PROGRESSION	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=D8JQ7A67BB3D
5410.01	PROMOTION, ACCELERATION, PLACEMENT AND RETENTION	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=D8JQ7B67BB3E
5420	REPORTING STUDENT PROGRESS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=D8JQ7C67BB3F
5460	GRADUATION REQUIREMENTS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=D8JQ7E67BB41
5465	GENERAL EDUCATION DEVELOPMENT (GED) TESTS	REJECT CHANGE: https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=D8JQ6S67BB18
5780	STUDENT/PARENT RIGHTS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=D8JQ7G67BB43
8305	INFORMATION SECURITY	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=D8JQ7H67BB44
8330	STUDENT RECORDS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ434AA2C2
8405	SCHOOL SAFETY AND SECURITY	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=D8JQ7K67BB46
8420	EMERGENCY MANAGEMENT, EMERGENCY PREPAREDNESS AND EMERGENCY RESONCE AGENCIES	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=D8JQ7K67BB46
8600	TRANSPORTATION	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=D8JQ7P67BB4A

Item Number:	9.A.
Meeting Date:	9/17/2024
Item Type:	SUPERINTENDENT REPORT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:
Jacquelin Collins, Superintendent, Oasis Charter Schools

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 10.A.

Meeting
Date: 9/17/2024

Item Type: CITY MANAGER
REPORT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:

Mark Mason, Interim Assistant City Manager, City of Cape Coral

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number:	11.A.
Meeting Date:	9/17/2024
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:	9/17/2024
Item Type:	CHAIR REPORT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Kristifer Jackson, Chair

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 13.A.

Meeting Date: 9/17/2024

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: 9/17/2024 Item Type: STAFF COMMENT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Donnie Hopper, Principal, Oasis Middle School

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 15.A.
Meeting Date: 9/17/2024
Item Type: UNFINISHED BUSINESS:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Approval 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:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
▣ MASTER LEASE 2ND AMEND SEP 2024	Backup Material
▣ MASTER LEASE 2ND AMEND SEP 2024	Backup Material

SECOND AMENDED MASTER LEASE AGREEMENT
FOR ALL CHARTER SCHOOLS AND FACILITIES

THIS **SECOND** AMENDED LEASE AGREEMENT (the "Lease") is made and entered into as of this ____ day of _____, 2021, by and between the **CITY OF CAPE CORAL, FLORIDA**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 1015 Cultural Park Blvd., Cape Coral, FL 33990, hereinafter referred to as "LESSOR", and **THE CAPE CORAL CHARTER SCHOOL AUTHORITY**, whose address is 3519 Oasis Blvd., Cape Coral, FL 33914, hereinafter referred to as "LESSEE". This 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.

For and in consideration of the rents reserved and the agreements and covenants herein contained, LESSOR does hereby lease and demise unto LESSEE, and LESSEE does hereby hire and take from LESSOR, all of the premises specified below (hereinafter the "Premises") upon the terms and conditions set forth herein.

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.

Lease Term: This lease shall commence on July 01, 2021-2024 and end on June 30, 20262029.

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 as rent to the LESSOR to the extent funding is available from the net LCI and PECO funding, the annual principal and interest on any debt held by LESSOR and maintenance and capital improvements as indicated in Article IV.D. below.

Net LCI and PECO funding in excess of Monthly Base Rent shall be payable to Lessor and held and restricted by LESSOR on behalf of LESSEE.

Net LCI and PECO funding shall be defined as the annual Local Capital Improvement (LCI) Funding and Public Education Capital Outlay (PECO) Funding as promulgated in Section 1013.62, F.S., less 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.

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 contractors), 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: _____

SECOND AMENDED MASTER LEASE AGREEMENT
FOR ALL CHARTER SCHOOLS AND FACILITIES

THIS SECOND AMENDED LEASE AGREEMENT (the "Lease") is made and entered into as of this ____ day of _____, 2021, by and between the **CITY OF CAPE CORAL, FLORIDA**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 1015 Cultural Park Blvd., Cape Coral, FL 33990, hereinafter referred to as "**LESSOR**", and **THE CAPE CORAL CHARTER SCHOOL AUTHORITY**, whose address is 3519 Oasis Blvd., Cape Coral, FL 33914, hereinafter referred to as "**LESSEE**". This 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.

For and in consideration of the rents reserved and the agreements and covenants herein contained, LESSOR does hereby lease and demise unto LESSEE, and LESSEE does hereby hire and take from LESSOR, all of the premises specified below (hereinafter the "Premises") upon the terms and conditions set forth herein.

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 3 rd 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.
Lease Term:	This lease shall commence on July 01, 2024, and end on June 30, 2029.
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 as rent to the LESSOR to the extent funding is available from the net LCI and PECO funding, the annual principal and interest on any debt held by LESSOR and maintenance and capital improvements as indicated in Article IV.D. below.

Net LCI and PECO funding in excess of Monthly Base Rent shall be payable to Lessor and held and restricted by LESSOR on behalf of LESSEE.

Net LCI and PECO funding shall be defined as the annual Local Capital Improvement (LCI) Funding and Public Education Capital Outlay (PECO) Funding as promulgated in Section 1013.62, F.S., less 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.

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 affect 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. LESSEE's Insurance. 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 contractors), 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:	16.A.
Meeting Date:	9/17/2024
Item Type:	NEW BUSINESS:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:
No Activity

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number:	18.A.
Meeting Date:	9/17/2024
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, October 15, 2024 at 5:30p.m., at City Council Chambers, 1015 Cultural Park Blvd., Cape Coral, FL 33909

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION: