



AGENDA

REGULAR MEETING OF THE CAPE CORAL CHARTER SCHOOL GOVERNING BOARD

Tuesday, May 7, 2024

Oasis High School - School Cafeteria, 3519 Oasis Blvd., Cape Coral, FL 33914

5:30 PM

1. CALL TO ORDER

A. Kristifer Jackson, Chair

2. MOMENT OF SILENCE:

A. Kristifer Jackson, Chair

3. PLEDGE OF ALLEGIANCE:

A. Kristifer Jackson, Chair

4. ROLL CALL:

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

5. APPROVAL OF MINUTES:

- A. Approval of the Minutes of the City of Cape Coral Charter School Authority Budget Workshop # 1 on Tuesday, April 9, 2024
- B. Approval of the Minutes of the Regular Governing Board Meeting on Tuesday, April 9, 2024

6. APPROVAL OF AGENDA REGULAR MEETING:

A. Approval of the Agenda for the Regular Governing Board Meeting, May 7, 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 NEOLA Policy Updates As Listed.
Proposed NEOLA Policies to be Adopted can be Viewed at:
<https://www.capecharterschools.org> CLICK GOVERNING BOARD
CLICK MEETINGS CLICK NEOLA POLICY UPDATES AND
FOLLOW THE LINKS

9. SUPERINTENDENT REPORT:

- A. Request for Acceptance and Approval for the Oasis Charter Schools Superintendent to Sign the Memorandum of Understanding Between Blue Waters Development Group, LLC and the City of Cape Coral Charter School Authority Regarding the Development of a High School Education Program at Victory Park

10. CITY MANAGER REPORT:

- A. Mark Mason, Director of Finance, City of Cape Coral

11. COUNCILMEMBER REPORT:

- A. Keith Long, District 6

12. CHAIR REPORT:

- A. Kristifer Jackson, Chair
- B. Approval of the Oasis Charter Schools Superintendent Evaluation for School Year 2023-2024

13. FOUNDATION REPORT:

- A. Gary Cerny, Foundation President

14. STAFF COMMENT:

- A. Jack Concannon, Educator, Oasis High School and Students from the Oasis High Entrepreneurship Club

15. UNFINISHED BUSINESS:

- A. No Activity

16. NEW BUSINESS:

- A. Request for Approval and Award Quote to Purchase Software to host all servers - Name exempt per 119.0725 of the Florida Statutes - for the Licensing, Hardware, Software, Installation Services, and 5-year Warranty in the Amount of \$153,815.33, and Authorize the Superintendent to Execute Purchase Orders, Change Orders and any Related Documents.
- B. Request for Approval to Purchase Camera System - Name exempt per 119.0725 of the Florida Statutes - for the Charter School to Replenish the Hardware, Software, and Installation of said Equipment Utilizing Contract #23-090 from Collier County Schools, in the Amount of \$140,482.47, and Authorize the Superintendent to Execute Purchase Orders, Change Orders and any Related

Documents.

17. FINAL BOARD COMMENT AND DISCUSSION:

18. TIME AND DATE OF NEXT MEETING

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:	5/7/2024
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: 5/7/2024

Item Type: MOMENT OF SILENCE:

AGENDA REQUEST FORM

City Of Cape Coral Charter School Authority

TITLE:

Kristifer Jackson, Chair

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 3.A.

Meeting

Date: 5/7/2024

Item Type:

**PLEDGE OF
ALLEGIANCE:**

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:

Kristifer Jackson, Chair

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number:	4.A.
Meeting Date:	5/7/2024
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, Charles Pease, Cathy Stout. Parent Representatives: Jennifer Hoagland/OHS, Gregor Schade/OMS, Jose Soto/OES, Caroline Rouzeau/OEN

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 5.A.

Meeting Date: 5/7/2024

Item Type: APPROVAL OF MINUTES:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:

Approval of the Minutes of the City of Cape Coral Charter School Authority Budget Workshop # 1 on Tuesday, April 9, 2024

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
BUDGET WORKSHOP # 1 MINUTES MARCH 12 2024	Backup Material



GOVERNING BOARD MINUTES

BUDGET WORKSHOP # 1

City of Cape Coral Charter School Authority
Governing Board

City of Cape Coral City Council Chambers
1015 Cultural Park Blvd., Cape Coral FL 33909

1. Call to Order

Kristifer Jackson, Chair

The City of Cape Coral Charter School Authority Budget Workshop #1 was called to order on Tuesday, April 9, 2024, at 4:10p.m., at City of Cape Coral City Council Chambers, 1015 Cultural Park Blvd., Cape Coral, FL 33909.

2. Roll Call

Kristifer Jackson, Karen Michaels, Dr Guido Minaya, Charles Pease

Absent: Mykisha Atisele, Keith Long, Dist. 6, Cathy Stout.

Also Present: Jackie Corey, OHS, Donnie Hopper, OMS

Marybeth Grecsek, OES, Kevin Brown, OEN, Amy Brown, CSA HR Manager

Mark Moriarty, Assistant City Attorney, CCC

Mark Mason, Finance Director and Interim Human Resources Director, CCC,

Nicole Reitler, Management/Budget Administrator, CCC

Andrea Clark, Senior Accountant, CCC

Jennifer Koehn, Assistant Accounting Manager, CCC

3. Welcome and Introduction

Jacquelin Collins, Superintendent, Oasis Charter Schools

Introduced Nicole Reitler, Management/Budget Administrator, City of Cape Coral who will be presenting the proposed budget.

4. FY 2025 Proposed Budget Presentation

Nicole Reitler, Management/Budget Administrator, City of Cape Coral
[powerpoint presentation]

5. Budget Recommendations

Mark Mason, Director of Finance, City of Cape Coral

Discussed the state approved Local Capital Improvement(LCI) Program. Mason gave overview of his planned Committee Of the Whole presentation scheduled for Wednesday, April 10, 2024, in City Council Chambers. [powerpoint presentation]

Mason said his recommendation to City Council is to fund the capital portion that is allowable by statute, first, within the charter school system. The remainder would be for the leases associated with the schools, and, as well as the capital maintenance associated with the school district or the schools themselves. He will also “recommend increasing the lease cost to the charter schools the entire amount less whatever the capital portions associated with the computer equipment, and anything else that is statutory such as [your] bus transportation, “Shark” vans, whatever else.”

Pease: To restate, the \$847,00 is freeing up operating funds which could then be allocated toward teacher and staff compensation?

Mason: The answer is yes. And every year you would apply whatever it is that you are applying towards your capital expenses within the charter school system first, that are eligible by the statute, and then anything left over goes towards [for the] the remainder of the maintenance of the system, the maintenance of the buildings, maintenance of playgrounds, maintenance of whatever that is capital related and associated with the statute.

6. Final Finance Recommendation(s)

Reitler: Along with the adoption of the Tentative FY Budget 2025, the Cape Coral Charter School Authority should consider conducting a full-scope Class & Compensation Study to develop a base pay analysis so that compression and teacher/staff pay issues can be proactively addressed.

Jackson: Do [we] have a rough estimate of how much the compensation study will cost to be performed? Do [we] know a company that would perform such a duty that we can call on?

Reitler: The City is using a company right now that the School District of Lee County also uses, called Evergreen. City Finance has reached out to the City/Charter Human Resources Dept to see if they can engage Evergreen. A charter school study estimate is about \$90,000,

and FY2024 funds would be used to engage Evergreen if this is the direction. It's possible if the charter school is able to piggyback off the District's contract with Evergreen, by fall information would be available and decisions can be made.

Collins: Supports engaging Evergreen and utilizing their expertise to clarify charter school base pay and model how to handle extra allocations that may come in the future, as well.

Pease: The \$90,000 seems reasonable but if Lee County Schools are using the same vendor, for the same study, should we wait and see what the results bring? The study will be compared to the general market, correct? So, this means we will have to be able to provide matched or higher salaries than what the District offers. In the end, we still have to sell our school's culture and other benefits to recruit/retain teachers.

Active Discussion

7. Conclusion

Minaya: Recommended growth should be included in the Strategic Plan, including feasibility studies so that the charter schools can keep their promise to the community of providing an academic pathway for students K-12, and meet local and county growth forecasts.

Active Discussion

Collins: Supports additional conversations with City Council regarding a football field and other anticipated growth issues, and using some of the funding to support sustainability.

Active Discussion

8. Time and Date of Next Budget Workshop

The next Cape Coral Charter School Authority Budget Workshop #2 will be held on Tuesday, May 14, 2024 at 4:30p.m., at Oasis High School - Cafeteria, 3519 Oasis Blvd., Cape Coral, FL 33914

9. Workshop Adjournment

The Cape Coral Charter School Authority Budget Workshop # 1 adjourned at 5:05p.m.

Respectfully Submitted,

Kathleen Paul-Evans, Governing Board Secretary

Cape Coral Charter School Authority Governing Board

Secretary

Date of approval

Item Number: 5.B.

Meeting

5/7/2024

Date:

Item Type: APPROVAL OF MINUTES:

AGENDA REQUEST FORM

City Of Cape Coral Charter School
Authority

TITLE:

Approval of the Minutes of the Regular Governing Board Meeting on Tuesday, April 9, 2024

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

	Description	Type
☐	GB MINUTES MARCH 12 2024	Backup Material



GOVERNING BOARD MINUTES

Regular Meeting

City of Cape Coral Charter School Authority Governing Board

City of Cape Coral City Council Chambers
1015 Cultural Park Blvd., Cape Coral FL 33909

1. Call to Order

Kristifer Jackson, Chair

A Regular Meeting of the City of Cape Coral Charter School Authority Governing Board of Lee County, Florida, met on Tuesday, April 9, 2024, at 5:31p.m., at City of Cape Coral 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

Kristifer Jackson, Keith Long, Dist 6., Karen Michaels, Dr Guido Minaya, Charles Pease, Cathy Stout. Parent Representatives: Jennifer Hoagland, OHS/SAC, Gregor Schade, OMS, Caroline Rouzeau/OEN, Jacquelin Collins, Superintendent

Absent: Cathy Stout, Jose Soto-Parent Rep, OES

Also Present: Donnie Hopper, Principal, OMS

Marybeth Grecsek, Principal, OES

Amy Brown, CSA HR Manager

Tiffany Corbin, Charter School Counselor

Amy Picciolo, Dean of Students, OMS

Mark Moriarty, Assistant City Attorney, CCC

Mark Mason, Finance Director and Interim Human Resources Director, CCC

Andrea Clark, Senior Accountant, CCC

Jennifer Koehn, Assistant Accounting Manager, CCC

Damon Grant, Assistant Public Works Director, CCC

Terry Schweitzer, CCC Public Works

Gary Cerny, Foundation President

5. Approval of Minutes

APPROVED UNANIMOUS Motion made by Member Michaels, Second by Member Minaya to Approve the Minutes of the Charter School Authority Regular Governing Board Meeting held on Tuesday, March 12, 2024. *Unanimous.*

6. Approval of Regular Agenda Meeting

APPROVED UNANIMOUS Motion made by Member Minaya, Second by Member Michaels to Approve the Amended Agenda of the Regular Governing Board Meeting, April 9, 2024 2024. *Unanimous*

ITEM 16A: NEW BUSINESS

Remove the phrase "...Pending City Council Approval," and approve the balance of the Agenda as presented.

7. Public Comment

No Activity

8. Consent Agenda

No Activity

9. Superintendent's Report

9A. APPROVED UNANIMOUS Motion made by Member Michaels, Second by Member Atisele to Approve the City of Cape Coral Charter School Authority, Oasis Charter Schools Strategic Plan 2024-2027. *Unanimous*

Active Discussion

9B. Thanked the Cape Coral Municipal Charter School Foundation for a wonderful and touching Lighthouse Award dinner and celebration on April 5th. Many teachers were honored and it was a great evening for all who attended celebrating our amazing teachers and school system.

10. City Manager's Report

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

Gave an extended overview of his upcoming presentation regarding the LCI. He will discuss this with the City Council at the Committee Of the Whole (COW) meeting on Wednesday, April 10, 2024.

- Mason will recommend to Council to revisit/reopen the charter school lease and return it back to its initial shape and form with the charter school system leasing at full value and having first choice of the LCI funds associated with the computer equipment, the school buses, and whatever else the statute provides that would be funded through the charter school system. At the same time the City would continue to maintain the buildings for capital maintenance which would be funded with the LCI funds, and whatever remaining funds that would be available after applying towards the capital associated with the charter school system would revert to the City, to pay not only the current debt service on the four schools as well as doing any capital maintenance that is associated with the system.
- Mason will return to the Board with a Resolution requesting the purchase of new buses using LCI funds to take full advantage of the current funding available.
- Mason wants to be able to take advantage of the full value of the LCI funding and utilize the funds just received, and any future funds with the clear understanding that in the future as the LCI funds continue to grow, for leasing of buildings, as well as the purchase of buses and other capital maintenance and facilities.

Active Discussion

Michaels: Asked if this funding can be viewed as not only a “net neutral” but “net positive” for bottom line enhancement that can then be used. Basically, taking the money we have today for capital expenditures, we can now utilize the funding for capital expenditures, and free up additional money to use it for things, for example, like teacher salaries? Mason responded: You could.

Minaya: So now we will be increasing our lease and purchasing buses? What is the rationale that this is the only option to use the funds?

Mason asked Minaya if the money sat in funds, what he would use the funds for from a capital stand point?

Minaya said he would weigh the value and the trade-offs of growing the system, and growth could be in multiple ways, and this is capital. There is an absolute need for growth and now we have funds that could potentially accommodate. We need an analysis to be done to say what would it take for us to be able to grow before we make a decision of say, \$1.5/\$1.6million, back up to \$3.2million without having an assessment. It would be hard for the Board to go back to where we were three/four years ago without any opportunity for growth because we’ve just resigned a lease that just doubled our costs.

Active Discussion

Mason said a discussion revisiting the statute for the need for lotteries may be necessary.

Motion made by Member Michaels, Second by Member Atisele to have Member Pease attend the COW Meeting on Wednesday, April 10, 2024, and present to the City Council the Governing Board's recommendation that the lease is not restricted, and to consider funds be used for school expansion, and/or to supplement the sports field complex project, and/or other capital improvements for the charter school system. Unanimous

Motion made by Member Micahels, Second by Member Atisele to have the Board Secretary coordinate with Member Pease on the notes regarding the recommendations the Board wants Member Pease to bring forward at the COW Meeting on Wednesday, April 10, 2024. Unanimous

Notes Include:

The Board also recommends to City Council they support "Option A," presentation slides #12, #13 of Mason's report. The Board also recommends:

- No change or increase to the lease between the City and the Charter Schools, and request Council to utilize some time and resources to evaluate the viability of using the capital funds for other opportunities.*
- *The City should continue to pick up 53% of the cost of the debt service, and 100% of the capital expenses.*
- All capital funding will accrue to the Cape Coral Charter School Authority*
- Minaya: 25% of Lee County's population resides in Cape Coral; within the next 5-7 years the School District projects an additional 20-28,000 students. Right now the charter schools have a waitlist with over 1,000 students, grades K-12. We need to keep our promise to parents that we will provide an uninterrupted K-12 pathway for their families - we need to consider expansion.*

11. Council Member Report: Keith Long, Dist 6

- Discussions continue regarding the capital outlay for a possible football field, and a joint meeting is still to be determined
- COW meeting on April 10th - the Council will hear Mark Mason's presentation on the LCI Program

12. Chairman's Report

Kristifer Jackson, Chair

- Thanked Foundation members for all their good deeds and community support.
- Thanked Finance Director for his expertise and clarifications.
- Asked Long, Dist 6 about discussing with Council the possibility of matching funds to get the football sports complex off the ground.
- Previously asked Member Long, Dist 6 to be the chair Finance committee, but there is a conflict. Jackson has reappointed Karen Michaels, Vice Chair, as the new Finance Committee Chair. Michaels accepted.

13. Foundation Report

Gary Cerny, President

- The Lighthouse Awards was an amazing event for amazing teachers. It's always a special moment to share with the Oasis community a night that honors teachers and what they mean to our students, families and community.
- Next year grant cycles will now include club funding
- Reviewed some of the SY 2023-2024 funds and how they were allocated
- Commented on not duplicating alumni efforts - the Foundation would like to collaborate with the charter schools to make the best of this effort

Staff Comment

No Activity

14. Unfinished Business

No Activity

15. New Business

16A APPROVED Motion made by Member Michaels, Second by Member Pease. *Unanimous* Request for Approval to Piggyback the State of North Carolina Contract #2020000545 as the lead agency for the Charlotte Cooperative Purchasing Alliance for the hardware, installation, and software of the AtlasIED Paging System; and Authorize the Execution of the Statement of Work between the Charter School Authority and Disys Solutions, Inc. in the Amount of \$513,523.32 with a Contingency of \$26,476.68, to address any Unforeseen Items for a Project Total of \$540,000; and Authorize the Superintendent to Execute Purchase Order, Agreement, Statement of Work or related documents Pursuant to Article IV, Paragraph G (Lease Alterations, page 4) of the Master Lease Agreement, which is Pending City Council Approval. Dollar Amount \$540,000(Charter School General Fund)

16B APPROVED Motion made by Member Michaels, Second by Member Minaya *Unanimous*. Request for Approval to Authorize the Engagement Letter for Professional Auditing Services to Mauldin & Jenkins, LLC for the annual financial audit for Fiscal Years (FY): FY2024 thru FY2026 with two optional two fiscal year renewal. The City of Cape Coral awarded Request for Proposal (RFP) #RCA2419KS for Professional Auditing Services to Mauldin & Jenkins, LLC by adopting Resolution 79-24 on March 20, 2024; and authorize the Superintendent or Designee to execute the engagement Letters, renewals, and purchase orders. Estimated Dollar Value: \$23,500 FY2024, \$24,300 for FY2025, and \$25,000 for FY2026, for a three-year total of \$72,800 (Single Audits will be conducted on as needed basis at the unit price stated in the engagement letter)

16C TABLED WITH EXCEPTION Request for Approval and Adoption of the Adjusted Pay Ranges for the following Cape Coral Charter School Authority Employee Job Descriptions: Information Specialist, Media Specialist, Charter School Social Worker, Speech Language Pathologist, Athletic Director, Substitute Teachers, Long-Term Substitute Teachers, and Paraprofessional I.

MOTION TABLED WITH THE EXCEPTION OF ITEM 16C: ADJUSTED PAY RANGE FOR CAPE CORAL CHARTER SCHOOL AUTHORITY - CHARTER SCHOOL SOCIAL WORKER PAY RANGE ONLY.

Motion made by Member Michaels, Second by Member Atisele to Modify the Request of Item 16C, and increase the Cape Coral Charter School Authority, Charter School Social Worker base pay contract beginning School Year 2024-2025 to \$57,500.00, and return for the balance of the full request at another meeting, to be determined. Unanimous

16D TABLED Motion made by Member Michaels, Second by Member Atisele to Table this Item until Further Notice. *Unanimous* Request for Approval and Adoption of the Adjusted City of Cape Coral Charter School Authority Employee MASTERS DEGREE ADD PAY for the following Job Class Codes which require advanced degrees: Principal (Code 1100), Assistant Principal (Code 1200), Guidance Counselor-Secondary (Code 2270), Guidance Counselor-Elementary (Code 2280), and Speech Language Pathologist.

16. Final Board Comment and Discussion

Chair Jackson: Appreciates the collective thought process and dialogue among everyone present including parent representatives and stakeholders. Congratulats to all Lighthouse Award winners!

Vice Chair Michaels: Highly recommends attendance at next year's Lighthouse Awards. It was a wonderful and very moving evening. And a lot of fun! Again, we have an amazing system.

Member Atisele: Glad the Charter School Social Worker pay has increased and wants to make sure that one person can manage the needs for all four schools including receiving support that is possibly outsourced.

Superintendent Collins said that she intends to try one more year with only one person who will do small group work. If the budget allows for an additional person, then this is something we will consider. However, social workers are very hard to find, so we may have to continue outsourcing.

Member Long, Dist 6: No Comment

Member Minaya: No Comment

Member Pease: First time attending the Lighthouse Awards and echoed the sentiments of Member Michaels. Congratulations to the Foundation for a job very well done. More importantly, congratulations to all the teachers and award winners for their excellence.

Member Stout: Absent

Parent Representative Hoagland/OHS: No Comment

Parent Representative Schade/OMS: No Comment

Parent Representative Soto/OES: Absent

Parent Representative Rouzeau/OEN: The feedback from parents is always positive and they very much appreciate the school's teachers and staff.

17. Time and Date of Next Meeting

The next Regular Governing Board Meeting will be held on Tuesday, May 14, 2024 at 5:30p.m., at Oasis High School-Cafeteria, 3519 Oasis Blvd., Cape Coral, FL 33914

18. Adjournment

The Governing Board Regular Meeting adjourned at 7:36p.m.

Respectfully Submitted,

Kathleen Paul-Evans, Governing Board Secretary

Cape Coral Charter School Authority Governing Board

Secretary

Date of approval

Item Number:	6.A.
Meeting Date:	5/7/2024
Item Type:	APPROVAL OF AGENDA REGULAR MEETING:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:

Approval of the Agenda for the Regular Governing Board Meeting, May 7, 2024

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 7.A. Meeting Date: 5/7/2024 Item Type: PUBLIC COMMENT:
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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: 5/7/2024
Item Type: CONSENT AGENDA:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Approval of the NEOLA Policy Updates As Listed. Proposed NEOLA Policies to be Adopted can be Viewed at: <https://www.capecharterschools.org> CLICK GOVERNING BOARD
CLICK MEETINGS CLICK NEOLA POLICY UPDATES AND FOLLOW THE LINKS

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
▯ NEOLA POLICY ADOPTIONS MAY 7 2024	Backup Material



Policies for Board Adoption – MAY 7, 2024

Policy Number	Policy Title	Link
0144	TERM	REJECT https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHXV4AA1D3
1120	EMPLOYMENT OF ADMINISTRATORS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHXV4AA1D3
1121.01	CRIMINAL BACKGROUND SCREENING AND EMPLOYMENT HISTORY CHECKS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ2F4AA28E
1217	WEAPONS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ2G4AA28F
1242	PROFESSIONAL LEARNING	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ2H4AA290
2120	SCHOOL IMPROVEMENT	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ2J4AA291
2215	CURRICULUM DEVELOPMENT	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CHGK684FB329
2271	ARTICULATION AND ACCESS TO FLORIDA COLLEGE SYSTEM INSTITUTIONS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ2L4AA293
2370	EDUCATIONAL OPTIONS	REJECT https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ2M4AA294
2371V1	HOPE SCHOLARSHIPS	RESCIND https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHY74AA1E8
2371V2	HOPE SCHOLARSHIPS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHY84AA1E9
2410	SCHOOL HEALTH SERVICES	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ2P4AA296
2410.01	MENTAL HEALTH SERVICES	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHYA4AA1EE
2417	COMPREHENSIVE EDUCATION	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ2Q4AA297

2421	CAREER AND TECHNICAL EDUCATION	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CS3LM5564FCD
2423	SCHOOL TO WORK PROGRAM	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ2S4AA299
2431	INTERSCHOLASTIC ATHLETICS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ2T4AA29A
2440	SUMMER PROGRAMS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ2U4AA29B
2450	COMMUNITY EDUCATION	REJECT https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHYG4AA1F9
2460	EXCEPTIONAL STUDENT EDUCATION	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ2V4AA29C
2520	SELECTION AND ADOPTION OF EDUCATIONAL MATERIALS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ2W4AA29D
2521	INSTRUCTIONAL MATERIALS PROGRAM	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CLPRRM6E2C68
2522	CHALLENGES TO ADOPTION OR USE OF INSTRUCTIONAL MATERIALS	REJECT https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHYL4AA200
2623	TECHNICAL CORRECTION: STUDENT ASSESSMENT	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHYM4AA202
3120	EMPLOYMENT OF INSTRUCTIONAL STAFF	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CS3LM8564FD0
3121.01	CRIMINAL BACKGROUND SCREENING AND EMPLOYMENT HISTORY CHECKS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ324AA2A1
3217	WEAPONS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ334AA2A2
3220	EVALUATION OF INSTRUCTIONAL PERSONNEL	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ344AA2A3
3242	PROFESSIONAL LEARNING	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ354AA2A4
3700	TEACHER'S BILL OF RIGHTS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHYU4AA215
4120	EMPLOYMENT OF SUPPORT STAFF	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ364AA2A5

4121.01	CRIMINAL BACKGROUND SCREENING AND EMPLOYMENT HISTORY CHECKS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CS3LMD564FD5C
4217	WEAPONS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ384AA2A7
5121	CONTROLLED OPEN ENROLLMENT	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ394AA2A8
5136	WIRELESS COMMUNICATION DEVICES	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3A4AA2A9
5200	ATTENDANCE	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3B4AA2AA
5410	STUDENT PROGRESSIONS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3C4AA2AB
5410.01	PROMOTION, ACCELERATION, PLACEMENT AND RETENTION	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3D4AA2AC
5420	REPORTING STUDENT PROGRESS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3E4AA2AD
5460	GRADUATION REQUIREMENTS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3F4AA2AE
5465	GENERAL EDUCATION DEVELOPMENT TESTS (GED TESTS)	REJECT https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHZ74AA22E
5500	STUDENT CONDUCT	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3G4AA2AF
5513	CARE OF SCHOOL PROPERTY	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3H4AA2B0
5517.01	BULLYING AND HARASSMENT	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3J4AA2B1
5610	REMOVAL, OUT-OF-SCHOOL SUSPENSION AND EXPULSION	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3K4AA2B2
5710	STUDENT AND PARENT COMPLAINTS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3L4AA2B3
5771	SEARCH AND SEIZURE	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3M4AA2B4
5772	WEAPONS AND OTHER DESTRUCTIVE DEVICES	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3N4AA2B5
5780	STUDENT AND PARENTS RIGHTS	https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDJ3P4AA2B6
5865	DESIGNATION OF BATHROOMS, LOCKER ROOMS AND DRESSING ROOMS	RESCIND https://go.boarddocs.com/fl/capeccs/Board.nsf/goto?open&id=CUDHZG4AA240DESIGNATION

Item Number:	9.A.
Meeting Date:	5/7/2024
Item Type:	SUPERINTENDENT REPORT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:
Request for Acceptance and Approval for the Oasis Charter Schools Superintendent to Sign the Memorandum of Understanding Between Blue Waters Development Group, LLC and the City of Cape Coral Charter School Authority Regarding the Development of a High School Education Program at Victory Park

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description		Type
▢	BLUE WATERS VICTORY PARK MOU MAY 7 2024	Backup Material



TO: City of Cape Coral Charter School Authority

FROM: Jacquelin Collins, Superintendent 

DATE: May 1, 2024

SUBJECT: Memorandum of Understanding Between Blue Waters Development Group, LLC and the City of Cape Coral Charter School Authority Regarding the Development of a High School at Victory Park

BACKGROUND: Victory Park is an innovative \$400 million master planned development underway in Northeast Cape Coral. It is a Veteran-centric Life Science Campus that will feature multifamily housing, specialty educational facilities, medical offices, hotels, and retail amenities. This campus will not only partner with the Veterans Hospital, but also with Lee Health for residency programs for physicians and nurses and several post-secondary educational partnerships with the goal of offering higher-end employment opportunities, work-force housing, exceptional educational facilities, and increased veteran related services to the community of SW Florida.

The educational component of this master project is one that is designed to be a reverse engineered educational pipeline for students with a goal of producing a willing and capable workforce. Blue Waters intends to build a high school facility serving 1,000 - 1,500 students, faculty housing, and an incubator facility for student start-ups. Blue Waters wishes to enter a MOU with Oasis Charter Schools to collaborate on educational programs for development on their property including but not limited to: STEM, robotics, Bio-health, Space Entrepreneurship, as well as Design and Marketing. Blue Waters intends to design the high school facility with Oasis occupying the facility as a potential tenant.

RECOMMENDATION: Oasis Charter School is a high performing school system and can therefore replicate its program and/or expand enrollment to more than the capacity identified in the charter. This opportunity for expansion, combined with the new local capital improvement funding for charter schools in the state of Florida, and in consideration of the extensive waitlist of students that exceeds 1,000 students combined, the Oasis Charter School System recommends engaging in the MOU with Blue Waters. The intent is to collaborate on the expansion of Victory Park's current programs to include a new high school facility at Victory Park. In addition, an Oasis High School at Victory Park will allow our middle school and elementary schools to increase enrollment, thereby serving the educational demands of the growing community. Ultimately, Oasis would provide the student enrollment pipeline for the new high school facility for those students interested in pursuing careers in the bio-health and technology sector, including room for additional students from the SW Florida community.



VICTORY PARK

VICTORY PARK

A VETERAN-CENTRIC LIFE SCIENCES CAMPUS

Victory Park is an innovative 140-acre, master-planned development situated in Lee County. The park will help satisfy the County's growing needs for housing and new job creation through the creation of an ideal work | live | play environment complete with higher-end employment opportunities, multi-family housing, specialty educational facilities, underserved veteran-related services, medical offices and essential retail amenities.

Victory Park is further enhanced with features that promote walkability, biking and public transit options. The inclusion of generous open spaces, a conservation easement, and green building practices give **Victory Park** a strong connection with the environment.



Reader acknowledges that the information provided in this presentation is confidential property of Blue Waters Development Corp., LLC. Reader agrees not to disclose it without the owners express written permission. Such disclosure is prohibited. When furnished in confidence, it shall remain confidential in nature, other than information which is in the public domain through no fault of the Company. All outside information is source identified.

MEMORANDUM OF UNDERSTANDING
BETWEEN
BLUE WATERS DEVELOPMENT GROUP, LLC
AND
THE CITY OF CAPE CORAL CHARTER
SCHOOL AUTHORITY

This Memorandum of Understanding ("MOU") is made on this ____ day of _____, 2024 ("Effective Date"), by and between, Blue Waters Development Group, LLC, a Florida Limited Liability Company, with its principal place of business at 2503 Del Prado Boulevard S., Unit #101, Cape Coral, Florida 33904 ("Blue Waters"), and The City of Cape Coral Charter School Authority, with its principal place of business at 3519 Oasis Boulevard, Cape Coral, Florida 33914 ("Oasis"), collectively referred to as "Parties".

RECITALS

WHEREAS, Blue Waters is developing property located in Northeast Cape Coral known as Victory Park ("Property"); and

WHEREAS, Blue Waters intends to design and build a high school facility serving 1,000 to 1,500 students, faculty housing, and an incubator facility to promote and invest in student startups ("Facilities"); and

WHEREAS, the Parties seek to establish a collaborative relationship to develop educational programs at the Property, including, but not limited to, STEM, Robotics, Bio-health, Space, Entrepreneurship, Design and Marketing ("Educational Programs"); and

WHEREAS, Oasis desires to collaborate with Blue Waters in acquiring grants and incentives to support the development of the Facilities; and

WHEREAS, the Parties wish to engage in co-branded marketing efforts to promote the development of the Educational Programs and Facilities in Cape Coral; and

WHEREAS, the Parties aim to provide Educational Programs and opportunities to the high school residents of Southwest Florida; and

WHEREAS, the Parties recognize the importance of establishing the Educational Programs and Facilities in Cape Coral.

NOW, THEREFORE, the Parties, in consideration of the foregoing, and of the mutual covenants and conditions set forth below agree as follows:

1. The foregoing recitals are true and correct in all material respects and form an integral part of this MOU and are incorporated herein.

2. Blue Waters intends to design and build the Facilities with Oasis occupying the premises upon completion as tenants. Section 26-15 (a) (46) of the Cape Coral Code of Ordinances authorizes Oasis to lease real property if the lease is first approved by the City Council of the City of Cape Coral, Florida.

3. The Parties shall collaborate to identify and secure grants and incentives to support the construction and development of the Facilities.

4. The Parties shall jointly engage in co-branded marketing initiatives to promote the Facilities in Cape Coral, leveraging their respective resources and networks.

5. The Facilities that Blue Waters intends to develop under this MOU shall provide educational opportunities, faculty housing and startup business opportunities, catering to the needs of high school residents of Southwest Florida, as well as all residents of Southwest Florida.

6. Given the strategic location of the intended Facilities to the Property's other healthcare and technology focused projects and the VA Clinic, the Parties recognize the unique opportunity to create a pipeline for those interested in pursuing careers in the bio-health and technology sector.

7. The Parties shall collaborate to supply the Property's other healthcare and technology focused projects and the VA Clinic with a clinical pipeline of skilled students and faculty, thereby contributing to the enhancement of healthcare and technology services in Cape Coral and Lee County.

8. Oasis is a public entity subject to Florida's Government in the Sunshine Law, Section 286.011 Florida Statutes. For purposes of this MOU, "Confidential Information" ~~means any tangible or intangible information relating to or disclosed in the course of performing this MOU that is marked or designated as confidential by the disclosing party, including without limitation, designs, specifications, routines, protocols, formulas, source codes, technical processes, unpublished financial information, product and business plans, projections, customer information and employee information.~~ has the same meaning as in Section 119.0715 Florida Statutes. Confidential Information does not include information that (i) becomes publicly known through no fault of the receiving party, (ii) is lawfully received from a third party not bound by confidentiality obligations, (iii) is independently developed by a party without using any Confidential Information of the other party, or (iv) is required to be disclosed pursuant to the Florida Public Records Law, Chapter 119, Florida Statutes, or other legal requirement or order.

9. The Parties will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own; and (b) not disclose Confidential Information except to affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Confidential Information may only be used to exercise rights and fulfill obligations under this MOU, while using reasonable care to protect it.

10. Each party may disclose the other party's Confidential Information when required by law but only after it, if legal permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

11. The Parties acknowledge and agree that all provisions of the Florida Public Records Law, Chapter 119, Florida Statutes, are and shall be binding and enforced at all times with regard to all action and activities under this MOU.

12. This MOU shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

13. This MOU does not create any legally binding obligations or commitments between the Parties, except as otherwise expressly provided. This MOU is intended to serve as a framework for cooperation and collaboration between the Parties in the development of Educational Programs and Facilities on the Property and related initiatives as outlined herein.

14. This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single instrument. Facsimile and PDF signatures will be considered originals for all purposes.

15. The term of this MOU shall be for a period of three (3) years, commencing upon the Effective Date.

16. Either party may terminate this MOU upon ninety (90) days written notice to the other party.

17. This MOU constitutes the entire understanding of the Parties hereto with respect to the matters contained herein. Any and all previous MOUs between the Parties regarding the subject matter hereof, whether written or oral, are superseded by this MOU.

18. This MOU may not be amended, supplemented or modified in any manner orally or otherwise except by an instrument in writing of concurrent or subsequent dates signed by a duly authorized representative of each party.

19. If any one or more of the provisions contained in this MOU for any reason are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. Any notice which either party may desire or may be required to give to the other party shall be delivered in writing. Notice may be (a) sent by a nationally recognized overnight carrier that provides for a return receipt and for which delivery charges are prepaid, or (b) delivery by hand. Any such notice shall constitute service of notice hereunder one (1) day after the sending thereof by overnight carrier, and the day of delivery by hand. All notices shall be sent to the names and addresses stated below:

Notice to Blue Waters:

Danny Aguirre
Blue Waters Development Group, LLC
2503 Del Prado Boulevard S, Unit #101
Cape Coral, Florida 33904

With Copy to:
Terry B. Cramer, III, Esq.
Wilbur Smith, LLC
2200 Second Street, Third Floor
Fort Myers, Florida 33901

Notice to Oasis:

Jacquelin Collins, Superintendent
Oasis Charter Schools
3519 Oasis Boulevard,
Cape Coral, Florida 33914

Attention:

Address:

With Copy to:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Memorandum of Understanding on the dates shown below to be the Effective Date shown above.

BLUE WATERS DEVELOPMENT GROUP, LLC
a Florida limited liability company

By: _____

Name: _____

Title: _____

Date: _____

THE CITY OF CAPE CORAL CHARTER SCHOOL AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

Item Number: 10.A.

Meeting
Date: 5/7/2024

Item Type: CITY MANAGER
REPORT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:

Mark Mason, Director of Finance, City of Cape Coral

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number:	11.A.
Meeting Date:	5/7/2024
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:	5/7/2024
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:	12.B.
Meeting Date:	5/7/2024
Item Type:	CHAIR REPORT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Approval of the Oasis Charter Schools Superintendent Evaluation for School Year 2023-2024

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description		Type
▣	OASIS CHARTER SCHOOLS	Backup Material
	SUPERINTENDENT'S PERFORMANCE EVALUATION SY23/24	



CITY OF CAPE CORAL CHARTER SCHOOL

SUPERINTENDENT'S PERFORMANCE EVALUATION SY 2023-2024

SUPERINTENDENT'S NAME: Jacquelin Collins

GOVERNING BOARD CHAIRMAN

Kristifer Jackson

GOVERNING BOARD VICE-CHAIRMAN

Karen Michaels

REVIEW PERIOD

May 3, 2023 – April 29, 2024

FINAL SCORE AND RATING

3.925 - HE

The superintendent must receive a favorable evaluation from a minimum of four (4) governing board members. City of Cape Coral Charter School Authority Governing board members participating in this evaluation: Atisele, Jackson, Michaels, Minaya, and Pease.

Please see the below overall scores and selected comments regarding the performance of the superintendent during this evaluation period.

Score Ranges:

Highly Effective: 3.250 – 4.000 **Effective: 2.500 – 3.249** **Needs Improvement: 1.750 – 2.499** **Unsatisfactory: 1.000 - .749**

Superintendent's Performance Rating for Standard 1: Information and Communication

RATING AVERAGE: 4.0

"Superintendent Collins has communicated with the board and stakeholders about charter school operations, strategic goals, and any pressing issues. She regularly provides updates that have facilitated smooth decision-making and helped ensure that all parties are aligned with the charter school's vision and objectives." M. Atisele

Superintendent's Performance Rating for Standard 2: Leadership and Management

RATING AVERAGE: 3.8

"Superintendent Collins has established highly effective processes and practices that lead to the efficient day-to-day operation of a high-performing school system. She also has great working relationships with Cape Coral city leaders and staff." C. Pease

Area for Improvement: "The relationship with the City continues to evolve. I believe the Superintendent does the best she can. At times I believe she could be more assertive with the City's leadership team as the Superintendent is truly an expert in her space." G. Minaya

Superintendent's Performance Rating for Standard 3: Support for Teaching and Learning

RATING AVERAGE: 4.0

"Under Superintendent Collins' leadership, comprehensive training plans have been developed and implemented to ensure that all employees, from administrative staff to educators, are well-prepared to tackle their responsibilities effectively. Regarding curriculum development, Superintendent Collins has worked to integrate innovative educational tools into Oasis Charter Schools. The positive impact of these efforts is evident in Oasis' academic achievement record and awards." M. Atisele

Superintendent's Performance Rating for Standard 4: Strategic Planning and Continuous Improvement

RATING AVERAGE: 3.9

"The superintendent remains thoroughly engaged with all facets of the strategic plan, consistently reviewing and enhancing it, while actively involving and informing stakeholders, ensuring a collaborative and transparent approach to continuous improvement." K. Jackson

Area for Improvement: "It would be helpful for Board and Superintendent discussion, as well as Superintendent evaluation, if an update with both quantitative and qualitative data (even if based on projections for the year) was provided to help assess progress toward each objective/goal." C. Pease

Performance Evaluation Submission

A copy of this evaluation will be submitted to the agenda for approval during the Charter School Authority Regular Governing Board Meeting on May 7, 2024, at Oasis High School-Cafeteria. The Governing Board Approved version will be forwarded to the Cape Coral Charter School Authority Human Resources Department for inclusion in the superintendent's personnel file on or before May 15, 2024.

Jacquelin Collins, Superintendent

05/07/2024

A copy of the Superintendent's 2023-2024 performance evaluation final score was submitted to the City of Cape Coral Charter School Authority Governing Board for approval during the Regular Meeting on Tuesday, May 7, 2024, at Oasis High School-Cafeteria, 3519 Oasis Blvd., Cape Coral, FL 33914.

Motion made by Member _____, Second by Member _____ to Approve and Accept the Superintendent's Performance Evaluation SY 2023-2024 with a score of "Highly Effective", and a favorable evaluation from a minimum of four (4) voting board members. Unanimous Motion Carried.

Upon Approval, the Superintendent's performance evaluation and score was forwarded to the City of Cape Coral Oasis Charter Schools Human Resources Department for inclusion in the Superintendent's personnel file, on or before May 15, 2024.

Respectfully Submitted,

Kathleen Paul-Evans, Governing Board Secretary

May 7, 2024

May 7, 2024

Governing Board Secretary

City of Cape Coral Charter School Authority

Date

May 7, 2024

Superintendent, City of Cape Coral Oasis Charter Schools

Date

May 7, 2024

City of Cape Coral Oasis Charter Schools
Human Resources Manager

Date



START HERE. GO EVERYWHERE.

March 27, 2024

Dear Chair Kristifer Jackson,

Re: Intention to Renew Employment Contract School Year, 2024-2025

The expiration of my original Cape Coral Charter School Authority employment contract expired on June 30, 2022, and according to the terms of this original agreement, after this date the contract shall be automatically renewed for one (1) year terms unless either party gives mutual notification of non-renewal.

Please accept this letter as my formal intention to continue my employment as the Superintendent of the City of Cape Coral Charter School Authority and the Oasis Charter Schools.

My professional objectives include continuing to successfully direct and supervise the implementation of the charter school's Strategic Plan, as well as maintaining a focus on leading an array of teams to ensure that curriculum and student learning initiatives are aligned with the charter school's culture and mission.

Should you have any questions regarding my acceptance of this renewal, and/or wish to discuss any terms included in the original agreement, please know I am available for comment.

Thank you and the other members of the governing board for allowing me to continue to serve our students, educators, families, and the Oasis community in such a constructive and stabilizing manner.

Respectfully,

A handwritten signature in black ink, appearing to read "Jacquelin Collins".

Jacquelin Collins
Superintendent
Oasis Charter Schools

Cc: Amy Brown, Human Resources Manager, Cape Coral Charter School Authority
Members of the City of Cape Coral Charter School Authority, Connie Barron, Assistant City Manager,
Aleksandr Boksner, City Attorney, Mark Moriarty, Assistant City Attorney

**FOUR
SCHOOLS,
ONE
VISION**

239.424.6100

239.541.1039

TheOasisAdvantage.com

3519 Oasis Blvd., Cape Coral, FL 33914



March 27, 2024

Dear Governing Board Members,

According to Section 7 of the Cape Coral Charter School Authority Superintendent's Contract, the Governing Board is required to formally evaluate and approve the superintendent's job performance with at least four favorable scores on or before May 15th of each year.

The *Superintendent's Performance Evaluation* is based on the administrative job description, successful execution of the superintendent's key performance indicators, and any other applicable standards of performance the Board may request the Superintendent should complete as a goal for the year.

In addition, at each Governing Board member's discretion, discussions regarding specific details of the superintendent's performance can be held privately or in public. Please let me know if you would like me to arrange any one-on-one discussions with Superintendent Collins.

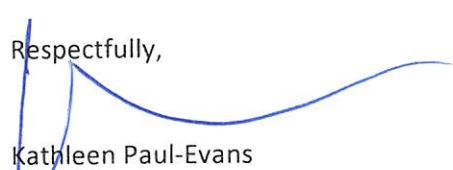
After evaluation results are in, if there is a need for performance remediation, the board will notify the superintendent in writing regarding specific areas for reevaluation, and the superintendent will be given the opportunity to correct deficiencies or inconsistencies to the satisfaction of the Board.

The final performance evaluation and score will be made a public record during the May 2024 regular governing board meeting and placed in the superintendent's personnel file on May 15, 2024.

For your convenience, please find attached an editable performance evaluation worksheet. Kindly please return this annual evaluation to me via email no later than Monday, April 29, 2024, by 5:00p.m.

If you have any questions, I am available for assistance. Thank you for your dedication to the Oasis Charter Schools.

Respectfully,


Kathleen Paul-Evans
Governing Board Secretary
City of Cape Coral Charter School Authority

Item Number: 13.A.

Meeting Date: 5/7/2024

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: 5/7/2024 Item Type: STAFF COMMENT:
--

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Jack Concannon, Educator, Oasis High School and Students from the Oasis High Entrepreneurship Club

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 15.A.

Meeting Date: 5/7/2024

Item Type: UNFINISHED BUSINESS:

AGENDA REQUEST FORM

City Of Cape Coral Charter School Authority

TITLE:

No Activity

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number:	16.A.
Meeting Date:	5/7/2024
Item Type:	NEW BUSINESS:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Approval and Award Quote to Purchase Software to host all servers - Name exempt per 119.0725 of the Florida Statutes - for the Licensing, Hardware, Software, Installation Services, and 5-year Warranty in the Amount of \$153,815.33, and Authorize the Superintendent to Execute Purchase Orders, Change Orders and any Related Documents.

SUMMARY:

UPDATED ON 5/6/24 TO ADDRESS EXEMPTION

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

	Description	Type
▯	AGENDA MAY 7 2024 ITEM 16 A SUPPORT DOCS	Backup Material

Re: Camera Project Agenda Material

Matthew Vilord <mvilord@capecoral.gov>

Wed 5/1/2024 5:57 PM

To: Kathleen Paul-Evans <Kathleen.Paul-Evans@capecharterschools.org>; Jacquelin Collins
<Jacquelin.Collins@capecharterschools.org>**Please be cautious**

This email was sent outside of your organization

Hi Kathleen,

Let me know if the below is what we need or if you need more.

Request approval to replenish the [REDACTED] - \$153,815.33. The [REDACTED] is the schools server environment that host all servers, is built for dynamic growth to meet the needs of today as well as future growth, provides critical redundancy. This purchase is for the hardware, software and licensing, installation services and warranty for the next 5 years.

Matt

**Matthew Vilord, IT and Communications Manager**

INFORMATION TECHNOLOGY
1015 Cultural Park Boulevard Cape Coral, Florida 33990
Tel: 239-574-0662 (4662)
mvilord@capecoral.gov

From: Jacquelin Collins <Jacquelin.Collins@capecharterschools.org>**Sent:** Wednesday, May 1, 2024 4:19 PM**To:** Matthew Vilord <mvilord@capecoral.gov>**Subject:** Camera Project Agenda Material**This Message Is From an External Sender**

This message came from outside your organization. Hi Matt,

Kathleen is uploading the agenda tonight for Tuesday's meeting. Do you have your back up material ready? Also, can you give Kathleen a laymen's blurb for the agenda as to what the [REDACTED] Replenishment is or what it does? Thanks in advance,

Jacquelin Collins
Superintendent
3519 Oasis Blvd.
Cape Coral, FL 33914
(239) 424-6100 ext. 7447

FW: [REDACTED] Replenishment

Jacquelin Collins <Jacquelin.Collins@capecharterschools.org>

Wed 4/24/2024 1:29 PM

To: Kathleen Paul-Evans <Kathleen.Paul-Evans@capecharterschools.org>

📎 3 attachments (286 KB)

NVJJ407.pdf; SHI Quote-24668452.pdf; HTS_1386787.00 (1).pdf;

Please add to agenda/

Jacquelin Collins
Superintendent
3519 Oasis Blvd.
Cape Coral, FL 33914
(239) 424-6100 ext. 7447



From: Matthew Vilord <mvilord@capecoral.gov>
Sent: Thursday, April 4, 2024 9:54 AM
To: Jacquelin Collins <Jacquelin.Collins@capecharterschools.org>
Cc: Andrea Santos <asantos@capecoral.gov>
Subject: [REDACTED] Replenishment

Good Morning,

Attached are the 3 quotes for the [REDACTED] replenishment.

This is a 5 year solution to last the life of the hardware and no other cost are expected. The solution has been sized for anticipated growth over this time - so barring no new large projects or growth this will be all that is needed for the data center infrastructure for the upcoming 5 year cycle.

Please let me know if there is more information needed or any help we can provide in the purchase.

Matt



Matthew Vilord, IT and Communications Manager

INFORMATION TECHNOLOGY

1015 Cultural Park Boulevard Cape Coral, Florida 33990

Tel: 239-574-0662 (4662)

mvilord@capecoral.gov

Please be cautious

This email was sent outside of your organization



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

ANDREA SANTOS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at

<https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html>

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NVJJ407	3/28/2024	██████ MAR 2024 FINAL	10369666	\$155,815.33

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
██████ Mfg. Part#: SW-NCI-PRO-MC Electronic distribution - NO MEDIA Contract: MARKET	48	6988342	\$1,777.44	\$85,317.12
██████ Mfg. Part#: TERM-MONTHS Electronic distribution - NO MEDIA Contract: MARKET	60	6501791	\$0.00	\$0.00
██████ Mfg. Part#: SWA-NCI-SEC-MC Electronic distribution - NO MEDIA Contract: MARKET	48	7434649	\$355.06	\$17,042.88
██████ Mfg. Part#: TERM-MONTHS Electronic distribution - NO MEDIA Contract: MARKET	60	6501791	\$0.00	\$0.00
██████ Mfg. Part#: S-HW-PRD 24/7 Production Level HW Support for ██████ appliance Contract: MARKET	3	6166362	\$1,331.03	\$3,993.09
██████ Mfg. Part#: SUPPORT-TERM	60	5642025	\$0.00	\$0.00

QUOTE DETAILS (CONT.)

Electronic distribution - NO MEDIA

Contract: MARKET

[REDACTED]	3	6472035	\$2,787.41	\$8,362.23
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Mfg. Part#: CNS-INF-A-SVC-DEP-STR

Electronic distribution - NO MEDIA

Contract: MARKET

[REDACTED]	3	6276276	\$0.00	\$0.00
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Mfg. Part#: UNITED STATES

Electronic distribution - NO MEDIA

Contract: MARKET

[REDACTED]	3	6444122	\$0.00	\$0.00
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Mfg. Part#: AHV

Electronic distribution - NO MEDIA

Contract: MARKET

[REDACTED]	4	6472037	\$1,964.62	\$7,858.48
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Mfg. Part#: CNS-INF-A-SVC-MIG-VMS

Electronic distribution - NO MEDIA

Contract: MARKET

[REDACTED]	4	6276276	\$0.00	\$0.00
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Mfg. Part#: UNITED STATES

Electronic distribution - NO MEDIA

Contract: MARKET

[REDACTED]	4	6444122	\$0.00	\$0.00
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Mfg. Part#: AHV

Electronic distribution - NO MEDIA

Contract: MARKET

[REDACTED]	1	7724228	\$0.00	\$0.00
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Mfg. Part#: PLATFORM INTEGRATION

Electronic distribution - NO MEDIA

Contract: MARKET

[REDACTED]	1	7686470	\$18,985.27	\$18,985.27
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Mfg. Part#: NX-3360-G9-5415+-CM

Contract: MARKET

[REDACTED]	24	7596693	\$219.03	\$5,256.72
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Mfg. Part#: C-MEM-64GB-4800-CM

Contract: MARKET

[REDACTED]	1	4891111	\$0.00	\$0.00
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Mfg. Part#: C-HDD-NONE-CM

Electronic distribution - NO MEDIA

Contract: MARKET

[REDACTED]	6	7596703	\$1,109.92	\$6,659.52
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Mfg. Part#: C-SSD-7.68TB-B-CM

QUOTE DETAILS (CONT.)

Contract: MARKET

	3	7451132	\$403.96	\$1,211.88
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Mfg. Part#: C-LOM-10G2B1BT-CM

Contract: MARKET

	3	7268539	\$355.96	\$1,067.88
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Mfg. Part#: C-NIC-25G2A2-CM

Contract: MARKET

	2	6817895	\$30.13	\$60.26
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Mfg. Part#: C-PWR-6FC20C21A-CM

Contract: MARKET

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$155,815.33
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$155,815.33

PURCHASER BILLING INFO**Billing Address:**

CAPE CORAL CHARTER SCHOOL AUTHORITY
ACCTS PAYABLE
3519 OASIS BLVD
CAPE CORAL, FL 33914-4914
Phone: (239) 283-4511

Payment Terms: NET 30 Days-Govt/Ed**DELIVER TO****Shipping Address:**

CAPE CORAL CHARTER SCHOOL AUTHORITY
ANDREA SANTOS
3519 OASIS BLVD
CAPE CORAL, FL 33914-4914
Phone: (239) 283-4511

Shipping Method:**Please remit payments to:**

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

**Sales Contact Info****Matt Antonucci** | (877) 663-8569 | mattant@cdwg.com**LEASE OPTIONS**

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$155,815.33	\$4,409.57/Month	\$155,815.33	\$5,070.23/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



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Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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Pricing Proposal
Quotation #: 24668452
Created On: 3/27/2024
Valid Until: 4/29/2024

FL-Cape Coral Charter Schools

Matt Vilord

3519 Oasis Blvd
CAPE CORAL, FL 33914
United States
Phone: 239-574-0662
Fax:
Email: mvilord@capecoral.gov

Inside Account Executive

Matt Spiegel

290 Davidson Ave
Somerset, NJ 08873
Phone: (732) 667- 2802
Fax:
Email: matt_spiegel@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Subscription, [REDACTED] [REDACTED] [REDACTED] - Part#: SW-NCI-PRO-MC-5YR Contract Name: GSA - Carahsoft Contract #: 47QSWA18D008F Subcontract #: TA-SHI-041122	48	\$1,865.41	\$89,539.68
2	Term in months [REDACTED] - Term-Months [REDACTED] - Part#: Term-Months Contract Name: GSA - Carahsoft Contract #: 47QSWA18D008F Subcontract #: TA-SHI-041122	60	\$0.00	\$0.00
3	Subscription, [REDACTED] [REDACTED] [REDACTED] - Part#: SWA-NCI-SEC-MC-5YR Contract Name: GSA - Carahsoft Contract #: 47QSWA18D008F Subcontract #: TA-SHI-041122	48	\$372.63	\$17,886.24
4	Term in months [REDACTED] [REDACTED] - Part#: Term-Months Contract Name: GSA - Carahsoft Contract #: 47QSWA18D008F Subcontract #: TA-SHI-041122	60	\$0.00	\$0.00
5	[REDACTED] [REDACTED] [REDACTED] - Part#: NTX-NX-HCI-SOLUTION-4-CTO Contract Name: GSA - Carahsoft Contract #: 47QSWA18D008F Subcontract #: TA-SHI-041122	1	\$34,887.75	\$34,887.75

██████ - Part#: C-MEM-64GB-4800-CM

Contract Name: GSA - Carahsoft

Contract #: 47QSWA18D008F

Subcontract #: TA-SHI-041122

7	██████ - C-HDD-NONE-CM ██████ - Part#: C-HDD-NONE-CM Contract Name: GSA - Carahsoft Contract #: 47QSWA18D008F Subcontract #: TA-SHI-041122	1	\$0.00	\$0.00
8	██████ C-SSD-7.68TB-B-CM ██████ - Part#: C-SSD-7.68TB-B-CM Contract Name: GSA - Carahsoft Contract #: 47QSWA18D008F Subcontract #: TA-SHI-041122	6	\$0.00	\$0.00
9	██ - C- LOM-10G2B1BT-CM ██████ Part#: C-LOM-10G2B1BT-CM Contract Name: GSA - Carahsoft Contract #: 47QSWA18D008F Subcontract #: TA-SHI-041122	3	\$0.00	\$0.00
10	██ - C- NIC-25G2A2-CM ██████ - Part#: C-NIC-25G2A2-CM Contract Name: GSA - Carahsoft Contract #: 47QSWA18D008F Subcontract #: TA-SHI-041122	3	\$0.00	\$0.00
11	C20/C21, 20A, 6ft Power ██████████ - C-PWR-6FC20C21A-CM ██████ - Part#: C-PWR-6FC20C21A-CM Contract Name: GSA - Carahsoft Contract #: 47QSWA18D008F Subcontract #: TA-SHI-041122	2	\$0.00	\$0.00
12	24/7 Production Level HW Support for ████████ appliance - For Tier 4 product ████████ - S-HW-PRD-T4 ██████ Part#: S-HW-PRD-T4 Contract Name: GSA - Carahsoft Contract #: 47QSWA18D008F Subcontract #: TA-SHI-041122	3	\$1,396.90	\$4,190.70
13	Support Term in Months ██████ - Part#: Support-Term Contract Name: GSA - Carahsoft Contract #: 47QSWA18D008F Subcontract #: TA-SHI-041122	60	\$0.00	\$0.00
14	██ ██ - CNS-INF-A-SVC-DEP-STR ██████ - Part#: CNS-INF-A-SVC-DEP-STR Contract Name: GSA - Carahsoft Contract #: 47QSWA18D008F Subcontract #: TA-SHI-041122	3	\$2,925.37	\$8,776.11
15	██ - United States ██████ - Part#: United States	3	\$0.00	\$0.00

16	[REDACTED] [REDACTED] - Part#: AHV Contract Name: GSA - Carahsoft Contract #: 47QSWA18D008F Subcontract #: TA-SHI-041122	3	\$0.00	\$0.00
17	[REDACTED] [REDACTED] - CNS-INF-A-SVC-MIG-VMS [REDACTED] - Part#: CNS-INF-A-SVC-MIG-VMS Contract Name: GSA - Carahsoft Contract #: 47QSWA18D008F Subcontract #: TA-SHI-041122	4	\$2,061.86	\$8,247.44
18	[REDACTED] United States [REDACTED] - Part#: United States Contract Name: GSA - Carahsoft Contract #: 47QSWA18D008F Subcontract #: TA-SHI-041122	4	\$0.00	\$0.00
19	[REDACTED] - AHV [REDACTED] - Part#: AHV Contract Name: GSA - Carahsoft Contract #: 47QSWA18D008F Subcontract #: TA-SHI-041122	4	\$0.00	\$0.00
20	[REDACTED] - Platform Integration [REDACTED] - Part#: Platform Integration Contract Name: GSA - Carahsoft Contract #: 47QSWA18D008F Subcontract #: TA-SHI-041122	1	\$0.00	\$0.00

Subtotal	\$163,527.92
Shipping	\$0.00
Total	\$163,527.92

Additional Comments

[REDACTED] has a no returns policy.

The following EULA applies to all [REDACTED] items on this quote:

- Your use of the software is subject to the [REDACTED] customer agreement at [https://www.\[REDACTED\].com/legal/eula](https://www.[REDACTED].com/legal/eula)

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

1. By issuing a purchase order or acknowledging this quote, when applicable, Customer certifies that employees at each of their locations adhere to all applicable export and re-export control laws and regulations covering the distributed products purchased and/or received by the Customer.

2. By issuing a purchase order or acknowledging this quote, and when applicable, Customer understands that the commodities, software and/or technology ("Items") it purchases or receives under this quote may be subject to export, re-export, or other restrictions. Customer agrees to comply with all applicable laws and regulations relating to the export and re-export of such Items obtained by Customer.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program

above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

36 Howard Drive-Ellisville, MS 39437
P.O. Box 1590-Laurel, MS 39441

HOWARD™

TECHNOLOGY SOLUTIONS

A Division of Howard Industries, Inc.
www.Howard.com

888.912.3151 general-601.399.5077 fax
888.323.3151 technical support

Online Quotation

Quote No: KW13 1386787.00
Customer Name: Matthew Vilord
Company Name: Cape Coral Charter School
Quote Name: [REDACTED]

Quote Date: April 04, 2024
Phone Number: 2395740662
Fax Number:

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	[REDACTED] FOR 1 CPU CORE 60 Months MPN: NTNX-SW-NCI-PRO-MC	48	\$2,019.00	\$96,912.00
2:	[REDACTED] MPN: NTNX-SWA-NCI-SEC-MC	48	\$397.00	\$19,056.00
3:	[REDACTED] 60 Months MPN: NTNX-S-HW-PRD	3	\$1,485.00	\$4,455.00
4:	[REDACTED] DATA SHEET FOR MORE DETAILS. MPN: NTNX-CNS-INF-A-SVC-DEP-STR	3	\$3,060.00	\$9,180.00
5:	[REDACTED] 5-VM/2.5TB PACK. SEE DATA SHEET FOR MORE DETAILS. MPN: NTNX-CNS-INF-A-SVC-MIG-VMS	4	\$2,212.00	\$8,848.00
6:	[REDACTED] MPN: [REDACTED]-NX-3360-G9-5415+-CM	1	\$21,179.00	\$21,179.00
7:	[REDACTED] MPN: NUTA-C-MEM-64GB-4800-CM	24	\$245.00	\$5,880.00
8:	[REDACTED] MPN: NUTA-C-SSD-7.68TB-B-CM	6	\$1,239.00	\$7,434.00
9:	[REDACTED] MPN: NUTA-C-LOM-10G2B1BT-CM	3	\$451.00	\$1,353.00
10:	[REDACTED] NOT INCLUDED MPN: NUTA-C-NIC-25G2A2-CM	3	\$398.00	\$1,194.00
11:	[REDACTED] 6FT POWER CORD MPN: NUTA-C-PWR-6FC20C21A-CM	2	\$34.00	\$68.00

Sub-Total: \$175,559.00

Shipping & Handling: Included

Taxes: Tax Exempt

Total for Item 1: \$175,559.00

This Quote will expire on May 04, 2024.

Please include your Quote Number on your Purchase Order.

Total for all pre-configured items

Sub-Total: \$175,559.00

Shipping & Handling : Included

Taxes: Tax Exempt

Total: \$175,559.00

Notes:

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS HEREIN AND ACCEPTANCE OF HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE (LOCATED AT: <https://www.howardcomputers.com/info/termsofsale.cfm>), WHICH ARE FULLY ADOPTED AND INCORPORATED HEREIN BY REFERENCE. PURCHASER'S SUBMISSION OF A PURCHASE ORDER PURSUANT TO THIS QUOTATION CONSTITUTES PURCHASER'S ACCEPTANCE OF AND AGREEMENT WITH HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE. HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. A COPY OF THE ABOVE- REFERENCED GENERAL TERMS AND CONDITIONS OF SALE MAY ALSO BE OBTAINED BY CALLING 1-888-912-3151 OR EMAILING webmaster@howardcomputers.com

Howard's product warranties, return policies and related information are also available at <https://www.howardcomputers.com/support/warranties.cfm> and <https://www.howardcomputers.com/support/returnpolicy.cfm>, or may be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

Item Number:	16.B.
Meeting Date:	5/7/2024
Item Type:	NEW BUSINESS:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Approval to Purchase Camera System - Name exempt per 119.0725 of the Florida Statutes - for the Charter School to Replenish the Hardware, Software, and Installation of said Equipment Utilizing Contract #23-090 from Collier County Schools, in the Amount of \$140,482.47, and Authorize the Superintendent to Execute Purchase Orders, Change Orders and any Related Documents.

SUMMARY:

UPDATED ON 5/7/2024 TO ADRESS EXEMPTION

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
▣ INTEGRATED FIRE & SECURITY MAY 2024	Backup Material



Date: 4/10/24
Version: 1
Total: \$121,979.13

Project Name: Cameras for Schools
Customer: City of Cape Coral
Address: 1015 Cultural Blvd Cape Coral, FL
Attention: Matt Vilord
Contact Info: mvilord@capecoral.gov

IFSS Rep: Randy Cooper

QTY	Part Number	Product Description	MSRP	12% OFF
44			\$1,499.00	\$58,041.28
25			\$319.00	\$7,018.00
2			\$599.00	\$1,054.24
32			\$639.00	\$17,994.24
11			\$629.00	\$6,088.72
				\$90,196.48
QTY		EQUIPMENT	COST	15% MARK UP
2			\$13,781.59	\$31,697.65
1		ADMIN LABOR	\$85.00	\$85.00
			TOTAL	\$121,979.13

THIS PROPOSAL IS BASED ON COLLIER COUNTY SCHOOL SECURITY CONTRACT 23-090

Thank you for the opportunity, we look forward to working together in the future!

INTEGRATED FIRE & SECURITY SOLUTIONS, Inc
1970 Dana Drive
Fort Myers FL, 33907
Voice (239) 415-4374 fax (239) 415-4378
EC0001085

Version: 1
Integrated Fire & Security Reference: City of Cape Coral
Date: 4/10/24
Sale Price: \$121,979.13

INTEGRATED FIRE & SECURITY SOLUTIONS Terms and Conditions of Sale

1. DEFINITIONS:

- a. Integrated Fire and Security Solutions, Inc. will be referred to as IFSS.
- b. The signor of this Agreement will be referred to as the Purchaser.
- c. The end user of the software and/or equipment will be referred to as the Customer.
- d. In some cases, the Customer and the Purchaser are one and the same.

2. LIMITATION OF WARRANTY: Purchaser understands that Integrated Fire and Security Solutions, Inc. (hereinafter known as IFSS) is not an Insurer. Subject to the limitations below, IFSS warrants that the Product (as distinguished from Software) be free from defects in material and workmanship under normal use for a period of one year from the date of first beneficial use of all or any part of this Product or 18 months after Product shipment whichever is earlier. However, IFSS's sole liability, and purchaser's sole remedy, under said warranty, shall be limited to the repair or replacement of any Product, or part thereof, which IFSS determines to be defective at IFSS's sole option and subject to the availability of service personnel and parts, as determined by IFSS. IFSS's expendable items including, but not limited to, video and print heads, batteries and certain other products in accordance with the applicable manufacturer's warranty. IFSS does not warrant devices designed to fail in protecting a system such as, but not limited to fuses and circuit breakers. IFSS warrants that any IFSS Software described in this Agreement, as well as that Software contained in or sold as part of any Product described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Purchaser agrees and acknowledges that the Software may have inherent defects because of its complexity. IFSS sole obligation with respect to Software, and purchasers sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

3. VALIDITY PERIOD: The price quotes provided are valid for 30 days unless otherwise specified in writing by IFSS.

4. INTEGRATED FIRE & SECURITY SOLUTIONS: Purchaser and others agrees that IFSS offers various levels of services and that the Purchaser, after reviewing the same, has contracted with IFSS to perform only those services described in writing in this Agreement. IFSS denies liability for materials, supplies or work provided by other persons, unless that work is specifically contracted. IFSS denies any supervisory role and this Agreement shall not commit IFSS to any supervisory role, including, but not limited to the placement or routing of any wires or other product. If this Agreement includes a quote for Monitoring Services to be supplied by IFSS, purchaser agrees for himself, and any assignees to this Agreement that IFSS shall have no duty to perform such Monitoring Services until and unless the Purchaser, and any assignee including but not limited to the end-user, agree to and sign an approved IFSS Monitoring Agreement.

5. CANCELLATION: Any cancellation must be made in writing. Recognizing that any damages affecting IFSS arising from cancellation will be difficult to estimate or determine, the following changes shall be construed as liquidated damages representing an approximation of the administrative, engineering, and other costs IFSS will actually incur in reliance upon this Agreement and not as a penalty: If, prior to shipment purchaser cancels this Agreement or any portion thereof, for any reason not attributable to any action of IFSS, Purchaser agrees to pay IFSS an amount equal to 20% of the price of the products canceled if the cancellation occurs more than 21 days after IFSS receives Purchaser's order or Purchaser accepts this Agreement. If Purchaser cancels after shipment, Purchaser agrees to pay the aforementioned 20% damages plus freight charges for the shipment, return the products already shipped at Purchaser's expense, and additionally pay any incurred restocking fees.

6. LIMITATION OF LIABILITY: It is understood and agreed that since it is impractical and extremely difficult to fix actual damages, if any, or ascertain what, if any, portion of any loss of would be proximately caused by the failure of IFSS Product and/or Software to operate, or to operate properly, or IFSS to perform any of its obligations or services described herein. UNDER NO CIRCUMSTANCES WILL IFSS'S LIABILITY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN ANY WAY OUT OF THE INSTALLATION USE DESIGN, FUNCTION OR FAILURE TO FUNCTION OF ANY PRODUCT AND/OR SOFTWARE SOLD BY IFSS BE IN EXCESS OF THE PURCHASE PRICE PAID FOR THE PRODUCT, SOFTWARE AND/OR SERVICES. IN NO CIRCUMSTANCES SHALL IFSS BE HELD LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES OR INJURIES ARISING FROM OR CAUSED BY THE PURCHASER'S OR ANY OTHER PARTY'S MATERIAL, EQUIPMENT, ACTIONS, OR OMISSIONS. If Purchaser wishes for IFSS to increase the amount of liability over the limitation as stated above, Purchaser may inquire about obtaining an increase to this amount in exchange for an increased purchase or contract price. Under no circumstances will it be construed to mean that IFSS is an insurer or that the obligations of obtaining and maintaining insurance are not with the Purchaser

7. CONSEQUENTIAL DAMAGES: IFSS and Purchaser agree to a mutual waiver of consequential damages.

8. INSURANCE OBLIGATIONS: It is understood and agreed by the Purchaser that IFSS is not an insurer and that it is the Purchaser's obligation to obtain and maintain any insurance covering any losses to property or personal injury or any other damage which may occur at the premises where IFSS's Product, Software or Services is being installed, assembled, utilized, and or performed. The Purchaser agrees to list IFSS as an additional insured on all such policies and to provide IFSS a copy of the Certificate of Insurance upon request. Purchaser further agrees that the Certificate of Insurance shall contain a provision that coverage afforded under these policies will not be canceled or materially discontinued until at least thirty (30) days after written notice is given to IFSS.

9. WAIVER OF SUBROGATION: Purchaser does hereby for itself, and all other parties claiming under it to release and discharge IFSS from and against all hazards covered by Purchaser's insurance. It being expressly agreed and understood that no insurance company insurer, or any other third party will have any right of subrogation against IFSS.

10. LIMITATION OF ACTIONS: The Purchaser hereby agrees that no claim, suit or action of any kind shall be brought against IFSS, its agents, employees, and/or officers more than one year after the incident, which is subject to the claim, suit or action, whether known or unknown at the time of incident. If there is a claim, suit, or cause of action arising under the Warranty, it must be brought, if at all, within six months of expiration of the Warranty period stated above. This clause is in no way to be interpreted as an extension of the Express Warranty stated in paragraph 1 above.

11. DRUG FREE WORKPLACE POLICY: IFSS has a written drug free workplace policy available for review by written request.

12. INSTALLATION: The installation of any Product is NOT INCLUDED unless specifically provided for in this Agreement.

13. TITLE: The Software and any relevant Product as described in this Agreement shall remain the property of IFSS, even if attached to real or other property owned by the Customer or others. Customer shall not sell, assign, encumber or remove from the premises as installed the Product or Software without the prior written consent of IFSS. Customer shall perform all necessary acts to preserve and protect the rights, title and interest of IFSS in the Product and Software including but not limited to signing any financing statements or other documents requested by IFSS or its agents. IFSS may inspect the product and/or Software during normal business hours and may affix labels or notices of ownership on the Product and Software.

14. FORCE MAJEURE: IFSS shall not be liable for any loss or damage of any kind resulting from delay, inability to deliver, or install, or to perform any other work under this Agreement on account of fire, flood, labor problems, access to premises, accidents, acts of civil or military authorities, acts of God, or from any other causes beyond IFSS control.

15. DRAWINGS: All drawings and wiring diagrams provided by IFSS in connection with this Agreement are protected under United States Copyright Laws and Intended solely for the use of the installing contractor as a general guide for the installation of the System. Those drawings and wiring diagrams were prepared in accordance with the project plans available to IFSS at the time of the bid and are NOT intended to be System design or approval documents. Unless explicitly contracted to provide system design, IFSS is not to be considered a design professional and under no circumstances is any clause in this agreement or any actions taken by IFSS to be construed in such a way as to impose upon IFSS the duties or liabilities of a design.

16. CHANGE ORDERS: This Agreement can be modified, amended or altered only by an Agreement in writing, signed by both parties or their duly authorized representatives

17. SOFTWARE LICENSE AND USE: Software Products provided by IFSS are licensed, not sold. The Customer has only a non-exclusive, non-transferable license to use the software ("License"). IFSS retains all rights, title and interest to the Software. In some cases, IFSS may have a right to re-license the Software. "Software" shall mean any part of Software provided by IFSS or contained in any IFSS product covered by this Agreement or to be subsequently ordered, as well as any modified versions and all related documentation. Customer shall use the Software only on the Product and all the Product Sites listed herein. Any Software received by the Customer at any time is subject to this Agreement. The License term begins upon delivery of the Software and continues until the last use of the Software with the Product, unless terminated. IFSS may terminate this License if the Customer: (1) Fails to perform any obligation under the Agreement; (2) ceases to do business as a going concern; (3) has its assets assigned or attached by law.

Within five (5) days after the License terminates, Customer shall, at its expense, return any physical media containing Software to IFSS and destroy all virtual or stored copies of the Software, including copies in memory or otherwise stored.

18. PROTECTION AND NON-DISCLOSURE OF SOFTWARE: Customer shall maintain the Software in strict confidence and shall disclose it only to its employees requiring access. Customer shall utilize adequate procedures controlling access to and use of the Software consistent with the protection of IFSS's rights. Customer may duplicate Software only for internal use on the Product according to IFSS instructions.

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Order By: Integrated Fire & Security Solutions 1970 Dana Drive Fort Myers FL, 33907 Voice (239) 415-4374 fax (239) 415-4378 Representative Name: Randy Cooper Representative Signature: Date: 4/10/2024	Accepted By: Company Name: Address: Representative Name: Representative Signature: _____ Title: P.O. # : Date: Sale Price: \$121,979.13
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Date: 5/2/24
Version: 1
Total: \$18,503.34

Project Name: Cameras for Schools

Customer: City of Cape Coral

Address: 1015 Cultural Blvd Cape Coral, FL

Attention: Matt Vilord

Contact Info: mvilord@capecoral.gov

IFSS Rep: Randy Cooper

QTY Part Number

Product Description

33
2

OWNER PROVIDED INSTALL BY IFSS

			COST	EXTENDED
33	Z4-01513001		\$113.74	\$3,753.34
1		LIFT RENTAL	\$1,000.00	\$1,150.00
160		SECURITY CAMERA TECHNICIAN	\$85.00	\$13,600.00
			TOTAL	\$18,503.34

THIS PROPOSAL IS BASED ON COLLIER COUNTY SCHOOL SECURITY CONTRACT 23-090

Thank you for the opportunity, we look forward to working together in the future!

INTEGRATED FIRE & SECURITY SOLUTIONS, Inc
1970 Dana Drive
Fort Myers FL, 33907
Voice (239) 415-4374 fax (239) 415-4378
EC0001085

Version: 1
Integrated Fire & Security Reference: City of Cape Coral
Date: 5/2/24
Sale Price: \$18,503.34

INTEGRATED FIRE & SECURITY SOLUTIONS Terms and Conditions of Sale

1. DEFINITIONS:

- a. Integrated Fire and Security Solutions, Inc. will be referred to as IFSS.
- b. The signor of this Agreement will be referred to as the Purchaser.
- c. The end user of the software and/or equipment will be referred to as the Customer.
- d. In some cases, the Customer and the Purchaser are one and the same.

2. **LIMITATION OF WARRANTY:** Purchaser understands that Integrated Fire and Security Solutions, Inc. (hereinafter known as IFSS) is not an Insurer. Subject to the limitations below, IFSS warrants that the Product (as distinguished from Software) be free from defects in material and workmanship under normal use for a period of one year from the date of first beneficial use of all or any part of this Product or 18 months after Product shipment whichever is earlier. However, IFSS's sole liability, and purchaser's sole remedy, under said warranty, shall be limited to the repair or replacement of any Product, or part thereof, which IFSS determines to be defective at IFSS's sole option and subject to the availability of service personnel and parts, as determined by IFSS. IFSS's expendable items including, but not limited to, video and print heads, batteries and certain other products in accordance with the applicable manufacturer's warranty. IFSS does not warrant devices designed to fail in protecting a system such as, but not limited to fuses and circuit breakers. IFSS warrants that any IFSS Software described in this Agreement, as well as that Software contained in or sold as part of any Product described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Purchaser agrees and acknowledges that the Software may have inherent defects because of its complexity. IFSS sole obligation with respect to Software, and purchasers sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

3. **VALIDITY PERIOD:** The price quotes provided are valid for 30 days unless otherwise specified in writing by IFSS.

4. **INTEGRATED FIRE & SECURITY SOLUTIONS:** Purchaser and others agrees that IFSS offers various levels of services and that the Purchaser, after reviewing the same, has contracted with IFSS to perform only those services described in writing in this Agreement. IFSS denies liability for materials, supplies or work provided by other persons, unless that work is specifically contracted. IFSS denies any supervisory role and this Agreement shall not commit IFSS to any supervisory role, including, but not limited to the placement or routing of any wires or other product. If this Agreement includes a quote for Monitoring Services to be supplied by IFSS, purchaser agrees for himself, and any assignees to this Agreement that IFSS shall have no duty to perform such Monitoring Services until and unless the Purchaser, and any assignee including but not limited to the end-user, agree to and sign an approved IFSS Monitoring Agreement.

5. **CANCELLATION:** Any cancellation must be made in writing. Recognizing that any damages affecting IFSS arising from cancellation will be difficult to estimate or determine, the following changes shall be construed as liquidated damages representing an approximation of the administrative, engineering, and other costs IFSS will actually incur in reliance upon this Agreement and not as a penalty: If, prior to shipment purchaser cancels this Agreement or any portion thereof, for any reason not attributable to any action of IFSS, Purchaser agrees to pay IFSS an amount equal to 20% of the price of the products canceled if the cancellation occurs more than 21 days after IFSS receives Purchaser's order or Purchaser accepts this Agreement. If Purchaser cancels after shipment, Purchaser agrees to pay the aforementioned 20% damages plus freight charges for the shipment, return the products already shipped at Purchaser's expense, and additionally pay any incurred restocking fees.

6. **LIMITATION OF LIABILITY:** It is understood and agreed that since it is impractical and extremely difficult to fix actual damages, if any, or ascertain what, if any, portion of any loss of would be proximately caused by the failure of IFSS Product and/or Software to operate, or to operate properly, or IFSS to perform any of its obligations or services described herein. UNDER NO CIRCUMSTANCES WILL IFSS'S LIABILITY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN ANY WAY OUT OF THE INSTALLATION USE DESIGN, FUNCTION OR FAILURE TO FUNCTION OF ANY PRODUCT AND/OR SOFTWARE SOLD BY IFSS BE IN EXCESS OF THE PURCHASE PRICE PAID FOR THE PRODUCT, SOFTWARE AND/OR SERVICES. IN NO CIRCUMSTANCES SHALL IFSS BE HELD LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES OR INJURIES ARISING FROM OR CAUSED BY THE PURCHASER'S OR ANY OTHER PARTY'S MATERIAL, EQUIPMENT, ACTIONS, OR OMISSIONS. If Purchaser wishes for IFSS to increase the amount of liability over the limitation as stated above, Purchaser may inquire about obtaining an increase to this amount in exchange for an increased purchase or contract price. Under no circumstances will it be construed to mean that IFSS is an insurer or that the obligations of obtaining and maintaining insurance are not with the Purchaser

7. **CONSEQUENTIAL DAMAGES:** IFSS and Purchaser agree to a mutual waiver of consequential damages.

8. **INSURANCE OBLIGATIONS:** It is understood and agreed by the Purchaser that IFSS is not an insurer and that it is the Purchaser's obligation to obtain and maintain any insurance covering any losses to property or personal injury or any other damage which may occur at the premises where IFSS's Product, Software or Services is being installed, assembled, utilized, and or performed. The Purchaser agrees to list IFSS as an additional insured on all such policies and to provide IFSS a copy of the Certificate of Insurance upon request. Purchaser further agrees that the Certificate of Insurance shall contain a provision that coverage afforded under these policies will not be canceled or materially discontinued until at least thirty (30) days after written notice is given to IFSS.

9. **WAIVER OF SUBROGATION:** Purchaser does hereby for itself, and all other parties claiming under it to release and discharge IFSS from and against all hazards covered by Purchaser's insurance. It being expressly agreed and understood that no insurance company insurer, or any other third party will have any right of subrogation against IFSS.

10. **LIMITATION OF ACTIONS:** The Purchaser hereby agrees that no claim, suit or action of any kind shall be brought against IFSS, its agents, employees, and/or officers more than one year after the incident, which is subject to the claim, suit or action, whether known or unknown at the time of incident. If there is a claim, suit, or cause of action arising under the Warranty, it must be brought, if at all, within six months of expiration of the Warranty period stated above. This clause is in no way to be interpreted as an extension of the Express Warranty stated in paragraph 1 above.

11. **DRUG FREE WORKPLACE POLICY:** IFSS has a written drug free workplace policy available for review by written request.

12. **INSTALLATION:** The installation of any Product is NOT INCLUDED unless specifically provided for in this Agreement.

13. **TITLE:** The Software and any relevant Product as described in this Agreement shall remain the property of IFSS, even if attached to real or other property owned by the Customer or others. Customer shall not sell, assign, encumber or remove from the premises as installed the Product or Software without the prior written consent of IFSS. Customer shall perform all necessary acts to preserve and protect the rights, title and interest of IFSS in the Product and Software including but not limited to signing any financing statements or other documents requested by IFSS or its agents. IFSS may inspect the product and/or Software during normal business hours and may affix labels or notices of ownership on the Product and Software.

14. **FORCE MAJEURE:** IFSS shall not be liable for any loss or damage of any kind resulting from delay, inability to deliver, or install, or to perform any other work under this Agreement on account of fire, flood, labor problems, access to premises, accidents, acts of civil or military authorities, acts of God, or from any other causes beyond IFSS control.

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