



AGENDA

REGULAR MEETING OF THE CAPE CORAL CHARTER SCHOOL GOVERNING BOARD

Tuesday, October 12, 2021

City of Cape Coral Council Chambers

5:30 PM

1. CALL TO ORDER

A. Chairman Dr. Guido Minaya

2. MOMENT OF SILENCE:

A. Chairman Dr. Guido Minaya

3. PLEDGE OF ALLEGIANCE:

A. Chairman Dr. Guido Minaya

4. ROLL CALL:

A. Chairman Dr Guido Minaya, Vice Chair Dr Melissa Rodriguez Meehan, Gloria Raso Tate, District 1 - Council Liaison, Michael Campbell, Kristifer Jackson, Susan Mitchell. Parent Representatives: Jennifer Hoagland - OHS/SAC, Sara Kalbhenn - OMS, Tonya Frank - OEN/OES

5. APPROVAL OF MINUTES:

A. Approval of the Minutes of the Regular Governing Board Meeting on Tuesday, September 14, 2021.

6. APPROVAL OF AGENDA REGULAR MEETING:

A. Request for Approval of the Agenda of the Regular Governing Board Meeting on Tuesday, October 12, 2021

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 NEOLA Policy 2266:

NONDISCRIMINATION ON THE BASIS OF SEX IN
EDUCATION PROGRAMS AND ACTIVITIES - Superintendent
Collins

- B. Request for Approval of the City of Cape Coral Charter School Authority Governing Board Meetings January - August 2022.

9. SUPERINTENDENT REPORT:

- A. Superintendent Jacquelin Collins

10. CHAIRMAN REPORT:

- A. Chairman Dr. Guido Minaya

11. FOUNDATION REPORT:

- A. Gary Cerny, Foundation President

12. STAFF COMMENT:

- A. No Activity

13. UNFINISHED BUSINESS:

- A. Request for Approval to Piggyback on the Premier Healthcare Alliance, L.P. Contract with US FOODS to Purchase Food for the National School Lunch Program at Oasis Charter Schools - Danielle Jensen, Director of Food Service and Transportation

14. NEW BUSINESS:

- A. Request for Approval to Utilize Reserves in the Amount of \$82,855.97 to Reimburse the City of Cape Coral for the Purchase of the COMPUQUIP Palo Alto Networks Cybersecurity Firewall - Superintendent Collins
- B. Request for Approval and Acceptance of the \$120,000 Oasis Charter Schools STEM Innovation Community Partnership Donation Submitted by The Rist Family Foundation - Dr John Omundsen, Director STEM Education

15. FINAL BOARD COMMENT AND DISCUSSION:

16. TIME AND DATE OF NEXT MEETING

- A. The Next Regular Governing Board Meeting will be held on Tuesday, November 9, 2021 at 5:30p.m. in Cape Coral City Council Chambers, 1015 Cultural Park Blvd., Cape Coral, FL 33990

17. ADJOURNMENT:

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

In accordance with the Americans with Disabilities Act and SS 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact the Human Resources Department whose Office is located at Cape Coral City Hall, telephone 1-239-574-0530 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: 10/12/2021
Item Type: CALL TO ORDER

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Chairman Dr. Guido Minaya

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 2.A.
Meeting Date: 10/12/2021
Item Type: MOMENT OF SILENCE:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Chairman Dr. Guido Minaya

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 3.A.

Meeting
Date: 10/12/2021

Item Type: PLEDGE OF
ALLEGIANCE:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:

Chairman Dr. Guido Minaya

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number:	4.A.
Meeting Date:	10/12/2021
Item Type:	ROLL CALL:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Chairman Dr Guido Minaya, Vice Chair Dr Melissa Rodriguez Meehan, Gloria Raso Tate, District 1
- Council Liaison, Michael Campbell, Kristifer Jackson, Susan Mitchell. Parent Representatives:
Jennifer Hoagland - OHS/SAC, Sara Kalbhenn - OMS, Tonya Frank - OEN/OES

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 5.A.

Meeting Date: 10/12/2021

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, September 14, 2021.

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
▫ GB MINUTES SEPT 14 2021	Backup Material



GOVERNING BOARD MINUTES

Regular Meeting

City of Cape Coral Charter School Authority Governing Board Regular Meeting City Council Chambers Tuesday, September 14, 2021 at 5:30p.m.

1. Call to Order

Chairman Dr. Guido Minaya

A Regular Meeting of the City of Cape Coral Charter School Authority Governing Board of Lee County, Florida, met on Tuesday, September 14, 2021 at City Council Chambers, Cape Coral FL 33990. Chairman Minaya called the meeting to order at 5:35p.m.

2. Moment of Silence

Chairman Minaya

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

Chairman Minaya

4. Roll Call

3A. ROLL CALL: Chairman Minaya, Vice-Chair Rodriguez Meehan , Raso Tate, District 1, Campbell (Absent Excused), Jackson, Mitchell (virtual). Parent Representatives(s) Hoagland - OHS, Frank - OEN/OES, Kalhbenn-OMS (Absent Excused)

Motion made by Member Rodriguez Meehan, Second by Member Jacksonl to allow Governing Board Members who wish to attend virtually be allowed to participate, discuss, and vote on today's Special Meeting Agenda dated August 27, 2021 Unanimous. Motion Passed

Also Present: Rep. Mike Giallambardo
Jacquelin Collins, Superintendent
Dr Christina Britton, Principal, Oasis High
Donnie Hopper, Principa, OMS
KellyWeeks, AP OEN
MaryBeth Grecsek, Principal, Oasis Elementary South
Carrie Abes, AP OEN
Melanie Klages, RN
Dolores Menendez, City Attorney

Mark Moriarty, Assistant City Attorney, City of Cape Coral
CCPD Officers

5. Approval of Minutes

Motion made by Member Raso Tate, Second by Member Mitchell to Approve the following Minutes as presented. Unanimous. Motion Carried

5A: Approval of the Minutes of the Regular Governing Board Meeting on Tuesday, August 17, 2021

5B: Approval of the Minutes of the Special Governing Board Meeting on Friday, August 27, 2021

6. Approval of Regular Agenda Meeting

Motion made by Member Raso Tate, Second by Member Mitchell to Approve the Agenda for the Regular Governing Board Meeting, September 14, 2021. Unanimous Motion Carried

7. Public Comment

Public Comment Speaking Time is to be limited up to three (3) minutes per individual; 45 minutes total Public Comment time, unless the number of speakers is greater than 20, in which case each speaker will be allowed up to two(2) minutes of speaking time; unless the number of speakers is greater than 30, in which case each speaker will be allowed to speak up to one(1) minute for a total of 45 minutes of Public Comment.

The following speakers directed their Public Comment toward Oasis Charter Schools' Mitigation and Quarantine Protocols that Align with Emergency Rule 64DER21-12, Section I "Protocols for Controlling COVID-19 in School Settings," issued August 6, 2021, and the continued mask mandate for all Oasis Charter Schools students until further notice.

1. Rep. Mike Giallambardo, District 77
2. R Miniaci
3. L Edinger
4. McLean
5. Wayant
6. K Edinger
7. Bolin
8. Kristie
9. Heisie
10. C Miniaci
11. Brown
12. Aubry
13. Adkinson
14. Shrider
15. Morrelli
16. Sabella

7B. Active Board Discussion

Discussion of “Oasis Charter Schools’ Mitigation and Quarantine Protocols that Align with Emergency Rule 64DER21-12, Section I “Protocols for Controlling COVID-19 in School Settings,” issued August 6, 2021 and the Motion made by Member Minaya Second by Member Rodriguez Meehan to Mandate masks indoors and where students cannot social distance for a 90-day period, unless they have a note from their doctor [Medical Waiver Form]. Ayes in Majority. Motion Carried August 17, 2021

Motion made by Member Raso Tate, Second by Member Mitchell that the Board should go back to the standard [we had] prior to our last meeting which makes masks optional, and parents have the right to use the Opt-Out[form] if they choose.

Active Board Discussion ended with a Call the Question to Vote request.

Motion made to Call the Question to Vote by Member Raso Tate, Second by Member Mitchell 3-2 Decision, NO. Motion Denied

Minaya: NO

Rodriguez Meehan: NO

Raso Tate: YES

Jackson: NO

Mitchell: YES

NO (3) YES (2) Motion Did Not Pass.

Active Board Discussion:

Member Raso Tate: “I need to ask this Board...I understand that you have an issue with the masks but do you also realize that you are jeopardizing the schools? The principals just told you they have no way of working around this, they can’t enforce this [on students], and you are [also] jeopardizing our state funding as our Representative (Mike Giallambardo) just told you, and you are putting all of us at risk? I understand that you have a passion for the masks, but you must understand that you are putting us at risk for everything we stand for in this school, and as far as our ability to financially operate, and as far as what our charter states in Chapter 26:18, and with the state as well, [we will be] in jeopardy.

Active Board Discussion:

Vice Chair Rodriguez Meehan: “It’s not a passion about masks, its about the safety of children, it is [about] listening to the medical experts who have been pleading with us for a very long time - and we are not threatening to take funding away, it is the state who is threatening to take funding.”

Active Board Discussion

Motion made by Member Jackson, Second by Member Raso Tate to reconsider having another vote to rescind the mask mandate, and to include putting in an Opt-Out[form] option. AYEs Majority. Unanimous, Motion Passed

Minaya AYE

Rodriguez Meehan AYE

Raso Tate AYE

Jackson AYE

Mitchell AYE

Final Motion made by Member Raso Tate, Second by Member Mitchell to rescind the mask mandate, and revert back to the Opt-Out [form]which makes masks optional, and gives parents the right to choose. AYEs Unanimous. Motion Passed

Minaya AYE

Rodriguez Meehan AYE

Raso Tate AYE

Jackson AYE

Mitchell AYE

Superintendent Collins also agreed to notify City of Cape Coral Oasis Charter Schools parents and guardians, as early as tonight [September 14, 2021 via ParentSquare informing them that the mask mandate has been rescinded, and the Opt-Out [form] is continued and available on all Oasis campuses.

8. Consent Agenda

Motion made by Member Raso Tate, Second by Member Rodriguez Meehan to Approve the Consent Items as Presented. Unanimous. Motion Carried

8A. Request for Approval of the Adoption, Amendment, or Repeal of the Proposed NEOLA Policies - 5780.01/Parents' Bill of Rights; 5780/Student-Parent Rights; 8405/School Safety and Security; 8407/Safe-School Officers - Superintendent Collins

8B. Request for Approval of the Oasis Charter Schools' Teachers-Out-of-Field Notification School Year 2021-2022 - Superintendent Collins

9. Superintendent's Report

Outlined the charter school's mask mandate compliance and general acceptance since the Special Meeting decision on August 27, 2021.

Gave overview of expectations and administrative preparations for the COGNIA Accreditation Engagement Review coming up November 8-11, 2021.

Highlighted the Florida Virtual Franchise Opportunity that requires attendance at a webinar and buy-in decision within the next 30 days.

Discussed Teacher-Out-of-Field Notifications for SY 2021-22.

Gave Overview of Transportation Department transition and the need for revised job descriptions and pay range updates in order to recruit and retain a qualified and fairly compensated transportation services workforce.

10. Chairman's Report

Thanked fellow Board members for their dedication to the schools.

Plans to attend next Charter-City Transition Team meeting to discuss department progress and other issues.

Would like to see some type of Health & Safety updates/reports so that COVID-related more information besides Dashboards is communicated effectively, and as necessary, to those interested.

11. Foundation Report

Gary Cerny - President

Foundation Grants are just starting to open up and more information will be provided to the schools as soon as possible. It's the Foundation's goal to help as many teachers and projects as [they] can.

"Feel the Love" teacher and staff appreciation campaign is going on in all the schools starting next month. Oasis teachers and staff can expect a luncheon, treats, and more.

Next year's Rally is starting to shape up - still under discussion is the possibility there maybe a portion of the golf tournament directed at youth that is separate from adults.

Lighthouse Awards nominations accepted October 4 - December 4, 2021. Winners will be awarded at the banquet on Sunday, March 6, 2022 at the Yacht Club.

12. Staff Comment

STEM INNOVATION Presentation by Dr. John Omundsen, Oasis Director of STEM Education

13. Unfinished Business

Discussion of Lee Virtual Franchise Opportunities for Oasis Charter Schools - Superintendent Collins.

Motion made by Member Minaya, Second by Member Jackson to have the Superintendent attended the required informational webinar regarding virtual franchise registration, program obligations, and Lee County Schools expectations, and return her recommendation to the Board before the next Regular Meeting on October 12, 2021. Unanimous Motion Carried

14. New Business

Motion made by Member Raso Tate, Second by Member Rodriguez Meehan to Approve the Job Descriptions and Pay Ranges as Presented for the following Charter School Employees

14A. Request for Approval of the Job Description and Salary Range for Charter School Authority Director Of Food Service and Transportation- Superintendent Collins

14B. Request for Approval of the Job Description and Pay Range for Charter School Authority Transportation Dispatcher- Superintendent Collins

14C. Request for Approval of the Job Description and Pay Range for Charter School Authority Transportation Coordinator- Superintendent Collins

15. Final Board Comment and Discussion

Minaya - Thanked Members of the Board who had a tough job to do tonight and participated in the democratic process of listening, having respectful discussions, and making a good decisions based on what is reasonable, and best for Oasis students and the community. Also, thanked Dr. Omundsen and the amazing job he is doing with the STEM Education program and helping move Oasis further down the tech pipeline. Thanked Rep Giallambardo for coming to tonight's meeting and hopes everyone stays well. Minaya is also very interested in hearing the Superintendent's recommendation regarding the Lee Virtual Franchise Opportunity after she attends the webinar, and would like her to share all information with the Board.

Rodriguez Meehan - This already sounds and looks like it could be another exhausting year for teachers and staff. Please know that [she] is not about just imposing something upon them, and then not offering to help. Vice Chair Rodriguez Meehan is willing to step up and support the teachers in anyway, this includes coming on campus and co-teaching, if necessary.

Rato Tate, Dist 1 - Thanked Rep Giallambardo for taking the time to attend tonight's meeting. I spoke with Chief Sizemore about having the Superintendent send Oasis car-rider parents a message to not block private driveways as this is causing ill-will with neighborhood homeowners, and can be avoided if the line for parent drop-off/pickup can be respected. Congraulated Superintendent Collins on her hard work and dedication to our schools. Thanked Dr. Omundsen for his excellent work on STEM initiatives for the schools. She would like to hear about the Lee Virtual Franchise opportunity after the Superintendent attends the webinar.

Mitchell - Certainly, as Board members and just as members of our communities it is important to model good behavior and demonstrate that we can agree to disagree, and remain respectful to each other's opinions no matter how different they are from each other. Labels and name calling is never fair or appropriate. I, for one, most certainly do care about children, and I also care about a parent's right to choose what is best for their family.

Jackson - I'm torn between the rights of parents to make decisions, and the need for the Administration to do what is necessary for the safety and health of our students. In the end, empowering the administration to do what they know to be the most reasonable thing to do, the best thing to do at this time, is what we need to follow.

16. Time and Date of Next Meeting

The next Regular Governing Board Meeting will be held on Tuesday, October 12, 2021 at 5:30 p.m. in City Council Chambers.

17. Adjournment

The Governing Board adjourned at 8:36 p.m.

Respectfully Submitted,
Kathleen Paul-Evans
Charter School Authority Board Secretary

Secretary

Date of approval

Item Number:	6.A.
Meeting Date:	10/12/2021
Item Type:	APPROVAL OF AGENDA REGULAR MEETING:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:

Request for Approval of the Agenda of the Regular Governing Board Meeting on Tuesday, October 12, 2021

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 7.A.
Meeting Date: 10/12/2021
Item Type: PUBLIC COMMENT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

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

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 8.A.
Meeting Date: 10/12/2021
Item Type: CONSENT AGENDA:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Approval of NEOLA Policy 2266: NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS AND ACTIVITIES - Superintendent Collins

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
▫ NEOLA POLICY 2266 NONDISCRIM BASIS SEX	Backup Material

Book	Policy Manual
Section	Please Complete
Title	NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS AND ACTIVITIES LO
Code	po2266
Status	
Adopted	June 8, 2021
Last Reviewed	September 8, 2021

2266 – NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS AND ACTIVITIES

Introduction

The CCCCOSA does not discriminate on the basis of sex (including sexual orientation or gender identity), in its education programs or activities, and is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. CCCCOSA is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

CCCCOSA prohibits Sexual Harassment that occurs within its education programs and activities. When the CCCCOSA has actual knowledge of Sexual Harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

Pursuant to its Title IX obligations, CCCCOSA is committed to eliminating Sexual Harassment and will take appropriate action when an individual is determined responsible for violating this policy. Board employees, students, third-party vendors and contractors, guests, and other members of the School CCCCOSA community who commit Sexual Harassment are subject to the full range of disciplinary sanctions set forth in this policy. CCCCOSA will provide persons who have experienced Sexual Harassment ongoing remedies as reasonably necessary to restore or preserve access to the CCCCOSA's education programs and activities.

Coverage

This policy applies to Sexual Harassment that occurs within the CCCCOSA's education programs and activities and that is committed by a member of the School CCCCOSA community or a Third Party.

This policy does not apply to Sexual Harassment that occurs off school grounds, in a private setting, and outside the scope of the CCCCOSA's education programs and activities; such Sexual Misconduct/Sexual Activity may be prohibited by the Student Code of Conduct if committed by a student, or by Board policies and administrative procedures, applicable State and/or Federal laws and/or Employee/Administrator Handbook(s) if committed by a CCCCOSA employee.

Consistent with the U.S. Department of Education's implementing regulations for Title IX, this policy does not apply to Sexual Harassment that occurs outside the geographic boundaries of the United States, even if the Sexual Harassment occurs in the CCCCOSA's education programs or activities. Sexual Harassment that occurs outside the geographic boundaries of the United States is governed by the Student Code of Conduct if committed by a student, or by Board policies and administrative procedures, applicable State and/or Federal laws and/or Employee/Administrator Handbook(s) if committed by a Board employee.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Sexual Harassment: "Sexual Harassment" means conduct on the basis of sex that satisfies one or more of the following:

- A. A CCCCOSA employee conditioning the provision of an aid, benefit, or service of the CCCCOSA on an individual's participation in unwelcome sexual conduct (often called "quid pro quo" harassment);

B. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the CCCCSA's education program or activity; or

C. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)A(v), or "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

"Sexual assault" means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent. Sexual assault includes rape, sodomy, sexual assault with an object, fondling, incest, and statutory rape.

1. *Rape* is the carnal knowledge of a person (i.e., penetration, no matter how slight, of the genital or anal opening of a person), without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
2. *Sodomy* is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
3. *Sexual Assault with an Object* is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything used by the offender other than the offender's genitalia.
4. *Fondling* is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
5. *Incest* is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by State law.
6. *Statutory Rape* is sexual intercourse with a person who is under the statutory age of consent as defined by State law.
7. *Consent* refers to words or actions that a reasonable person would understand as agreement to engage in the sexual conduct at issue. A person may be incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. A person who is incapacitated is not capable of giving consent.
8. *Incapacitated* refers to the state where a person does not understand and/or appreciate the nature or fact of sexual activity due to the effect of drugs or alcohol consumption, medical condition, disability, or due to a state of unconsciousness or sleep.

D. "Domestic violence" includes felony or misdemeanor crimes of violence committed by:

1. a current or former spouse or intimate partner of the victim;
2. a person with whom the victim shares a child in common;
3. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
4. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime occurred; or
5. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime occurred.

E. "Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

F. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to – (1) fear for the person's safety or the safety of others; or (2) suffer substantial emotional distress.

Complainant: "Complainant" means an individual who is alleged to be the victim of conduct that could constitute Sexual Harassment.

Respondent: "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment.

Formal Complaint: "Formal Complaint" means a document filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting that the CCCCSA investigate the allegation(s) of Sexual Harassment. At the time of filing a Formal Complaint with the CCCCSA, a Complainant must be participating in or attempting to participate in the CCCCSA's education program or activity. A "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal that CCCCSA provides for this purpose) that contains the Complainant's physical or digital signature, or otherwise indicates that the Complainant is the person filing the Formal Complaint. Where the Title IX Coordinator signs a Formal Complaint, the Title IX Coordinator is not a Complainant or a party to the Formal Complaint and must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

Actual Knowledge: "Actual knowledge" means notice of Sexual Harassment or allegations of Sexual Harassment to the CCCCSA's Title IX Coordinator, or any CCCCSA official who has authority to institute corrective measures on behalf of CCCCSA, or any Board employee. The mere ability or obligation to report Sexual Harassment or to inform a student about how to report Sexual Harassment, or having been trained to do so, does not qualify an individual as one who has the authority to institute corrective measures on behalf of the CCCCSA. "Notice" includes, but is not limited to, a report of Sexual Harassment to the Title IX Coordinator. This standard is not met when the only CCCCSA official with actual knowledge is the Respondent.

Supportive Measures: "Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. Such measures are designed to restore or preserve equal access to the CCCCSA's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the CCCCSA's educational environment or deter Sexual Harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, school/campus escort services, mutual restrictions of contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus (including school buildings and facilities), referral to Employee Assistance Program, and other similar measures.

Education Program or Activity: "Education program or activity" refers to all operations of the CCCCSA, including but not limited to in-person and online educational instruction, employment, extracurricular activities, athletics, performances, and community engagement and outreach programs. The term applies to all activity that occurs on school grounds or on other property owned or occupied by CCCCSA. It also includes locations, events, and circumstances that take place off-school property/grounds over which CCCCSA exercises substantial control over both the Respondent and the context in which the Sexual Harassment occurs.

School CCCCSA community: "School CCCCSA community" refers to students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of CCCCSA.

Third Parties: "Third Parties" include, but are not limited to, guests and/or visitors on School CCCCSA property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with CCCCSA, and other individuals who come in contact with members of the School CCCCSA community at school-related events/activities (whether on or off CCCCSA property).

Inculpatory Evidence: "Inculpatory evidence" is evidence that tends to establish a Respondent's responsibility for alleged Sexual Harassment.

Exculpatory Evidence: "Exculpatory evidence" is evidence that tends to clear or excuse a Respondent from allegations of Sexual Harassment.

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that CCCCSA office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays),

Eligible Student: "Eligible Student" means a student who has reached eighteen (18) years of age or is attending an institution of postsecondary education.

Title IX Coordinator(s)

CCCSA designates and authorizes the following individual(s) to oversee and coordinate its efforts to comply with Title IX and its implementing regulations:

Leisa Orcutt
HR Manager
239-424-6100 ext. 7456
3519 Oasis Blvd.

Cape Coral, FL 33914
Leisa.Orcutt@capecharterschools.org

Donnie Hopper
Principal, Oasis Middle School
239-945-1999 ext. 7101
3507 Oasis Blvd.
Cape Coral, FL 33914
Donnie.Hopper @capecharterschools.org

The Title IX Coordinator shall report directly to the Superintendent except when the Superintendent is a Respondent. In such matters, the Title IX Coordinator shall report directly to CCCCSA Attorney. Questions about this policy should be directed to the Title IX Coordinator.

The Superintendent shall notify applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, Board employees, and all unions or professional organizations holding collective bargaining or professional agreements with CCCCSA of the following information:

The CCCCSA of Lee County, Florida does not discriminate on the basis of sex in its education program or activity, and is required by Title IX and its implementing regulations not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The CCCCSA's Title IX Coordinator(s) is/are:

Leisa Orcutt
HR Manager
239-424-6100 ext. 7456
3519 Oasis Blvd.
Cape Coral, FL 33914
Leisa.Orcutt@capecharterschools.org

Donnie Hopper
Principal, Oasis Middle School
239-945-1999 ext. 7101
3507 Oasis Blvd.
Cape Coral, FL 33914
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Any inquiries about the application of Title IX and its implementing regulations to the CCCCSA may be referred to the Title IX Coordinator(s), the Assistant Secretary for the U.S. Department of Education's Office for Civil Rights, or both.

CCCCSA has adopted a grievance process that provides for the prompt and equitable resolution of student and employee complaints alleging any action that is prohibited by Title IX and/or its implementing regulations. The grievance process is included in Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities, which is available at: www.capecharterschools.org/board_policies. The grievance process specifically addresses how to report or file a complaint of sex discrimination, how to report or file a formal complaint of Sexual Harassment, and how the CCCCSA will respond.

The Superintendent shall also prominently display the Title IX Coordinator(s)' contact information – including name(s) and/or title(s), phone number(s), office address(es), and e-mail address(es) – and this policy on the CCCCSA's website and in each handbook or catalog that CCCCSA makes available to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, Board employees, and all unions or professional organizations holding collective bargaining or professional agreements.

Grievance Process

CCCCSA is committed to promptly and equitably resolving student and employee complaints alleging Sexual Harassment. The CCCCSA's response to allegations of Sexual Harassment will treat Complainants and Respondents equitably, including providing supportive measures to the Complainant and Respondent, as appropriate, and following this Grievance Process before imposition of any disciplinary sanctions or other actions, other than supportive measures, against the Respondent.

The Title IX Coordinator(s), along with any investigator(s), decision-maker(s), or any person(s) designated to facilitate an informal resolution process, shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent.

If a determination of responsibility for Sexual Harassment is made against the Respondent, CCCCSA will provide remedies to the Complainant. The remedies will be designed to restore or preserve equal access to the CCCCSA's education program or activity.

Potential remedies include, but are not limited to, individualized services that constitute supportive measures. Remedies may also be disciplinary or punitive in nature and may burden the Respondent.

Report of Sexual Discrimination/Harassment

Any person may report sex discrimination, including Sexual Harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or Sexual Harassment), in person, by mail, by telephone, or by electronic mail, using the Title IX Coordinator(s)' contact information listed above, or by any other means that results in the Title IX Coordinator receiving the person's oral or written report. Reports may be made at any time (including during non-business hours), by using the telephone number(s) or electronic mail address(es), or by mail to the office address(es), listed for the Title IX Coordinator(s). Anonymous reports may be submitted using the online reporting form posted at <https://digitalbell-bucket.s3.amazonaws.com/752E27E6-5056-907D-8D96-68F792F79422.pdf>.

Students, Board members, and Board employees are required, and other members of the School CCCCSA community, and Third Parties) are encouraged, to report allegations of sex discrimination or Sexual Harassment promptly to the/a Title IX Coordinator or to any Board employee, who will in turn notify the/a Title IX Coordinator. Reports can be made orally or in writing and should be as specific as possible. The person making the report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a report involves allegations of Sexual Harassment by or involving the Title IX Coordinator, the person making the report should submit it to the Superintendent, or another Board employee who, in turn, will notify the Superintendent of the report. The Superintendent will then serve in place of the Title IX Coordinator for purposes of addressing that report of Sexual Harassment.

CCCCSA does business with various vendors, contractors, and other third-parties who are not students or employees of the Board. Notwithstanding any rights that a given vendor, contractor, or third-party Respondent may have under this policy, CCCCSA retains the right to limit any vendor's, contractor's, or third-party's access to school grounds for any reason. CCCCSA further retains all rights it enjoys by contract or law to terminate its relationship with any vendor, contractor, or third-party irrespective of any process or outcome under this policy.

A person may file criminal charges simultaneously with filing a Formal Complaint. A person does not need to wait until the Title IX investigation is completed before filing a criminal complaint. Likewise, questions or complaints relating to Title IX may be filed with the U.S. Department of Education's Office for Civil Rights at any time.

Any allegations of Sexual Misconduct/Sexual Activity not involving Sexual Harassment will be addressed through the procedures outlined in Board policies and/or administrative procedures, the applicable Student Code of Conduct, applicable collective bargaining agreement, and/or Employee/Administrator Handbook.

Because CCCCSA is considered to have actual knowledge of Sexual Harassment or allegations of Sexual Harassment if any Board employee has such knowledge, and because CCCCSA must take specific actions when it has notice of Sexual Harassment or allegations of Sexual Harassment, a Board employee who has independent knowledge of or receives a report involving allegations of sex discrimination and/or Sexual Harassment must notify the/a Title IX Coordinator within two (2) days of learning the information or receiving the report. CCCCSA employees must also comply with mandatory reporting responsibilities regarding suspected abuse, abandonment, or neglect of a child pursuant to F.S. 39.201 and Policy 8462 – Student Abuse, Abandonment, and Neglect, if applicable. If CCCCSA employee's knowledge is based on another individual bringing the information to CCCCSA employee's attention and the reporting individual submitted a written complaint to CCCCSA employee, CCCCSA employee must provide the written complaint to the Title IX Coordinator.

If a CCCCSA employee fails to report an incident of Sexual Harassment of which CCCCSA employee is aware, CCCCSA employee may be subject to disciplinary action, up to and including termination.

When a report of Sexual Harassment is made, the Title IX Coordinator shall promptly (i.e., within two (2) days of the Title IX Coordinator's receipt of the report of Sexual Harassment) contact the Complainant (including the parent/guardian if the Complainant is under eighteen (18) years of age or under guardianship) to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a Formal Complaint, and explain to the Complainant the process for filing a Formal Complaint. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Any supportive measures provided to the Complainant or Respondent shall be maintained as confidential, to the extent that maintaining such confidentiality will not impair the ability of the CCCCSA to provide the supportive measures.

Emergency Removal: Subject to limitations and/or procedures imposed by State and/or Federal law, the Superintendent may remove a student Respondent from its education program or activity on an emergency basis after conducting an individualized safety and risk analysis. The purposes of the individualized safety and risk analysis is to determine whether the student Respondent poses an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment that justifies removal. If the CCCCSA determines the student Respondent poses such a threat, it will so notify the student Respondent and the student Respondent will have an opportunity to challenge the decision immediately following the

removal. See Policy 5610 – Removal, Out-of-School Suspension, Disciplinary Placement, and Expulsion of Students, Policy 5610.01 – Emergency Removal of Students, and Policy 5611 – Due Process Rights.

If the Respondent is a non-student employee, the CCCCSA may place the Respondent on administrative leave during the pendency of the grievance process.

For all other Respondents, including other members of the School CCCCSA community and Third Parties, CCCCSA retains broad discretion to prohibit such persons from entering onto its school grounds and other properties at any time and for any reason, whether after receiving a report of Sexual Harassment or otherwise.

Formal Complaint of Sexual Harassment

A Formal Complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information set forth above. If a Formal Complaint involves allegations of Sexual Harassment by or involving the Title IX Coordinator, the Complainant should submit the Formal Complaint to the Superintendent, who will designate another person to serve in place of the Title IX Coordinator for the limited purpose of implementing the grievance process with respect to that Formal Complaint.

When the Title IX Coordinator receives a Formal Complaint or signs a Formal Complaint, the CCCCSA will follow its Grievance Process, as set forth herein. Specifically, the CCCCSA will undertake an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and provide that credibility determinations will not be based on a person’s status as a Complainant, Respondent, or witness.

The Respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

Timeline

The CCCCSA will seek to conclude the grievance process, including resolving any appeals, within sixty (60) days of receipt of the Formal Complaint.

If the Title IX Coordinator offers informal resolution processes, the informal resolution processes may not be used by the Complainant or Respondent to unduly delay the investigation and determination of responsibility. The timeline, however, may be subject to a temporary delay of the grievance process or a limited extension for good cause with written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party’s advisor, or a witness; concurrent law enforcement activity; and the need for language assistance or accommodation of disabilities. The Title IX Coordinator will provide the parties with reasonable updates on the status of the grievance process.

Upon receipt of a Formal Complaint, the Title IX Coordinator will provide written notice of the following to the parties who are known:

- A. Notice of CCCCSA’s grievance process, including any informal resolution processes;
- B. Notice of the allegations of misconduct that potentially constitutes Sexual Harassment as defined in this policy, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting Sexual Harassment, and the date and location of the alleged incident, if known. The written notice must:
 1. include a statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
 2. inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence.
 3. inform the parties of any provision in the Student Code of Conduct this policy, that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, during the course of the investigation, the investigator becomes aware of allegations about the Complainant or Respondent that are not included in the original notice provided to the parties, the investigator will notify the Title IX Coordinator and the Title IX Coordinator will decide whether the investigator should investigate the additional allegations; if the Title IX Coordinator decides to include the new allegations as part of the investigation, the Title IX Coordinator will provide notice of the additional allegations to the parties whose identities are known.

Dismissal of a Formal Complaint

The CCCCSA shall investigate the allegations in a Formal Complaint, unless the conduct alleged in the Formal Complaint:

- A. would not constitute Sexual Harassment (as defined in this policy) even if proved;
- B. did not occur in the CCCCSA's education program or activity; or
- C. did not occur against a person in the United States.

If one of the preceding circumstances exist, the Title IX Coordinator shall dismiss the Formal Complaint. If the Title IX Coordinator dismisses the Formal Complaint due to one of the preceding reasons, the CCCCSA may still investigate and take action with respect to such alleged misconduct pursuant to another provision of an applicable code of conduct, Board policy, and/or Employee/Administrator Handbook.

The Title IX Coordinator may dismiss a Formal Complaint, or any allegations therein, if at any time during the investigation;

- A. a Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegations therein;
- B. the Respondent is no longer enrolled in the CCCCSA or employed by CCCCSA; or
- C. specific circumstances prevent the CCCCSA from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations therein.

If the Title IX Coordinator dismisses a Formal Complaint or allegations therein, the Title IX Coordinator must promptly send written notice of the dismissal and the reason(s) therefor simultaneously to the parties.

Consolidation of Formal Complaints

The Title IX Coordinator may consolidate Formal Complaints as to allegations of Sexual Harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of Sexual Harassment arise out of the same facts or circumstances.

Where a grievance process involves more than one Complainant or more than one Respondent, references in this policy to the singular "party," "Complainant," or "Respondent" include the plural, as applicable.

Informal Resolution Process

Under no circumstances shall a Complainant be required as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, to waive any right to an investigation and adjudication of a Formal Complaint of Sexual Harassment. Similarly, no party shall be required to participate in an informal resolution process.

If a Formal Complaint is filed, the Title IX Coordinator may offer to the parties an informal resolution process. If the parties mutually agree to participate in the informal resolution process, the Title IX Coordinator shall designate a trained individual to facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication. The informal resolution process may be used at any time prior to the decision-maker(s) reaching a determination regarding responsibility.

If the Title IX Coordinator is going to propose an informal resolution process, the Title IX Coordinator shall provide to the parties a written notice disclosing:

- A. the allegations;
- B. the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations; and
- C. any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the Formal Complaint.

Before commencing the informal resolution process, the Title IX Coordinator shall obtain from the parties their voluntary, written consent to the informal resolution process.

During the pendency of the informal resolution process, the investigation and adjudication processes that would otherwise occur have stayed and all related deadlines are suspended.

The informal resolution process is not available to resolve allegations that a Board employee or another adult member of the School CCCCSA community or Third Party sexually harassed a student.

Investigation of a Formal Complaint of Sexual Harassment

In conducting the investigation of a Formal Complaint and throughout the grievance process, the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility is on the CCCCSA, not the parties.

In making the determination of responsibility, the decision-maker(s) is(are) directed to use the preponderance of the evidence standard. The decision-maker(s) is charged with considering the totality of all available evidence, from all relevant sources.

The CCCCSA is not permitted to access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the party provides the CCCCSA with voluntary, written consent to do so; if a student party is not an Eligible Student, the CCCCSA must obtain the voluntary, written consent of a parent.

Similarly, the investigator(s) and decision-maker(s) may not require, allow, rely upon or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege in writing.

As part of the investigation, the parties have the right to:

- A. present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence; and
- B. have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney. The CCCCSA may not limit the choice or presence of an advisor for either the Complainant or Respondent in any meeting or grievance proceeding.
- C. The CCCCSA establishes the following restrictions, which apply equally to both parties, regarding the extent to which an advisor may participate in the proceedings: Board Policy 2461 – Recording of IEP Team Meetings controls whether a person is allowed to audio record or video record any meeting or grievance proceeding.

Neither party shall be restricted in their ability to discuss the allegations under investigation or to gather and present relevant evidence.

The CCCCSA will provide to a party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of all investigative interviews, or other meetings, with sufficient time for the party to prepare to participate. The investigator(s) and decision-maker(s) must provide a minimum of three (3) days' notice with respect to investigative interviews and other meetings.

Both parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the CCCCSA does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

Prior to completion of the investigative report, the Title IX Coordinator will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least ten (10) calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report.

At the conclusion of the investigation, the investigator shall create an investigative report that fairly summarizes relevant evidence and send the report to each party and the party's advisor, if any, for their review and written response. The investigator will send the investigative report in an electronic format or a hard copy, at least ten (10) calendar days prior to the decision-maker(s) issuing a determination regarding responsibility.

Determination of Responsibility

The Title IX Coordinator shall appoint a decision-maker(s) to issue a determination of responsibility. The decision-maker(s) cannot be the same person(s) as the Title IX Coordinator(s) or the investigator(s).

After the investigator sends the investigative report to the parties and the decision-maker(s), and before the decision-maker(s) reaches a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

If the decision-maker(s) decides not to conduct a hearing, the decision-maker(s) will state in writing the reason for not conducting a hearing and provide that explanation to the parties. Additionally, before the decision-maker(s) reaches a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

At the hearing, the decision-maker(s) will allow each party or each party's advisor to submit relevant questions to the decision-maker(s) who will ask the questions to the other party and any witnesses. Before a Complainant, Respondent, or witness answers a cross-examination or other question, the decision-maker(s) must first determine whether the question is relevant and explain any decision to exclude a question as not relevant. Only relevant cross-examination and other questions, including follow-up questions and questions challenging credibility, will be permitted. Such cross-examination and questioning at the live hearing shall be conducted orally and in real time.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

If a party or witness does not submit to cross-examination at the hearing, the decision-maker(s) must not rely on any statement of that party or witness in reaching a determination regarding responsibility; provided, however, that the decision-maker(s) cannot draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the hearing or refusal to answer cross-examination or other questions.

Hearings may be conducted with all parties physically present in the same geographic location or, at the discretion of the Title IX Coordinator(s), any or all parties, witnesses, and other participants may appear at the hearing virtually, with technology enabling participants simultaneously to see and hear each other. At the request of either party, the decision-maker shall provide for the hearing to occur with the parties located in separate rooms with technology enabling the decision-maker(s) and parties to simultaneously see and hear the party or witness answering questions. The CCCCSEA will create an audio or audiovisual recording, or transcript, of any hearing and make it available to the parties for inspection and review.

Determination regarding responsibility: The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) must apply the preponderance of the evidence standard.

The written determination will include the following content:

- A. Identification of the allegations potentially constituting Sexual Harassment pursuant to this policy;
- B. A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, [and] methods used to gather other evidence.
- C. Findings of fact supporting the determination;
- D. Conclusions regarding the application of the applicable code of conduct to the facts;
- E. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the decision-maker(s) is recommending that the CCCCSEA impose on the Respondent(s), and whether remedies designed to restore or preserve equal access to the CCCCSEA's education program or activity should be provided by the CCCCSEA to the Complainant(s); and
- F. The procedures and permissible bases for the Complainant(s) and Respondent(s) to appeal.

The following disciplinary sanctions/consequences may be imposed on a student Respondent who is determined responsible for violating this policy (i.e., engaging in Sexual Harassment):

- A. Informal Discipline

1. changing of seating or location;
2. pre-school, lunchtime, after-school detention;
3. in-school discipline;

B. Formal Discipline

1. suspension of bus riding/transportation privileges;
2. removal from co-curricular and/or extra-curricular activity(ies), including athletics;
3. emergency removal;
4. suspension for up to ten (10) school days;
5. expulsion not to exceed the remainder of the term or school year and one (1) additional year of attendance;
6. any other sanction authorized by the Student Code of Conduct.

If the decision-maker(s) determines the student Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with Policy 5600 – Student Discipline, Policy 5605 – Suspension/Expulsion of Disabled Students, Policy 5610 – Removal, Out-of-School Suspension, Disciplinary Placement, and Expulsion of Students, Policy 5601.01 – Emergency Removal of Students, Policy 5610.02 – In-School Discipline, Policy 5610.04 – Suspension of Bus Riding/Transportation Privileges, Policy 5610.05 – Participation in Extra-Curricular Activities, and Policy 5611 – Due Process Rights. Discipline of a student Respondent must comply with the applicable provisions of the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

The following disciplinary sanctions/consequences may be imposed on an employee Respondent who is determined responsible for violating this policy (i.e., engaging in Sexual Harassment):

- A. oral or written warning;
- B. written reprimands;
- C. performance improvement plan;
- D. required counseling;
- E. required training or education;
- F. demotion;
- G. suspension without pay;
- H. termination, and any other sanction authorized by any applicable Employee/Administrator Handbook and/or collective bargaining agreement.

If the decision-maker(s) determines the employee Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with applicable due process procedures, whether statutory or contractual.

Discipline of an employee will be implemented in accordance with Federal and State law, Board policy, and applicable provisions of any relevant collective bargaining agreement.

The following disciplinary sanctions/consequences may be imposed on a non-student/non-employee member of the School CCCCSA community or Third Party who is determined responsible for violating this policy (i.e., engaging in Sexual Harassment):

- A. suspension or termination/cancellation of CCCCSA's contract with the third-party vendor or contractor;
- B. mandatory monitoring of the third-party while on school property and/or while working/interacting with students;
- C. restriction/prohibition on the third-party's ability to be on school property; and

D. any combination of the same.

If the decision-maker(s) determines the third-party Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including imposition of sanctions. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so appropriate action can be taken.

The decision-maker(s) will provide the written determination to the Title IX Coordinator who will provide the written determination to the parties simultaneously.

In ultimately, imposing a disciplinary sanction/consequence, the Superintendent (or CCCCSA when the appointed Superintendent is the Respondent) will consider the severity of the incident, previous disciplinary violations (if any), and any mitigating circumstances. If the Respondent is an elected Superintendent or member of CCCCSA, CCCCSA shall notify the appropriate Florida governmental authority(ies).

The CCCCSA's resolution of a Formal Complaint ordinarily will not be impacted by the fact that criminal charges involving the same incident have been filed or that charges have been dismissed or reduced.

At any point in the grievance process, the Superintendent (or the Title IX Coordinator if the Superintendent is the Respondent) may involve local law enforcement and/or file criminal charges related to allegations of Sexual Harassment that involve a sexual assault.

The Title IX Coordinator is responsible for effective implementation of any remedies.

Appeal

Both parties have the right to file an appeal from a determination regarding responsibility, or from the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein, on the following bases:

- A. Procedural irregularity that affected the outcome of the matter (e.g., material deviation from established procedures);
- B. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- C. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant(s) or Respondent(s) that affected the outcome of the matter.
- D. The recommended remedies (including disciplinary sanctions/consequences) are unreasonable in light of the findings of fact (i.e., the nature and severity of the Sexual Harassment).

The Complainant(s) may not challenge the ultimate disciplinary sanction/consequence that is imposed.

Any party wishing to appeal the decision-maker(s)'s determination of responsibility, or the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein, must submit a written appeal to the Title IX Coordinator within five (5) days after receipt of the decision-maker(s)'s determination of responsibility or the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein.

Nothing herein shall prevent the Superintendent (or CCCCSA when the appointed Superintendent is the Respondent) from implementing appropriate remedies; however, excluding disciplinary sanction, while the appeal is pending.

As to all appeals, the Title IX Coordinator will notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties.

The decision-maker(s) for the appeal shall not be the same person(s) as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator(s). The decision-maker(s) for the appeal shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant(s) or Respondent(s) and shall receive the same training as required of other decision-makers.

Both parties shall have a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

The parties' written statements in support of, or challenging, the determination of responsibility must be submitted within five (5) days after the Title IX Coordinator provides notice to the non-appealing party of the appeal.

The decision-maker(s) for the appeal shall issue a written decision describing the result of the appeal and the rationale for the result. The original decision-maker(s)' determination of responsibility will stand if the appeal request is not filed in a timely manner or the appealing party fails to show clear error and/or a compelling rationale for overturning or modifying the original determination. The

written decision will be provided to the Title IX Coordinator who will provide it simultaneously to both parties. The written decision will be issued within five (5) days of when the parties' written statements were submitted.

The determination of responsibility associated with a Formal Complaint, including any recommendations for remedies/disciplinary sanctions, becomes final when the time for filing an appeal has passed or, if an appeal is filed, at the point when the decision-maker(s) for the appeal's decision is delivered to the Complainant and the Respondent. No further review beyond the appeal is permitted.

Retaliation

Neither CCCCSA nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or Sexual Harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or Formal Complaint of Sexual Harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of Sexual Harassment, filing a Formal Complaint, or participating in an investigation is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Complaints alleging retaliation may be filed according to the grievance process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

Confidentiality

The CCCCSA will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a Formal Complaint of Sexual Harassment, any Complainant, any individual who has been reported to be the perpetrator of sex discrimination, any Respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA regulations, 34 CFR part 99, F.S. 1002.22-1002.222, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the CCCCSA's obligation to maintain confidentiality shall not impair or otherwise affect the Complainant's and Respondent's receipt of the information to which they are entitled related to the investigative record and determination of responsibility).

Application of the First Amendment

CCCCSA will construe and apply this policy consistent with the First Amendment to the U.S. Constitution. In no case will a Respondent be found to have committed Sexual Harassment based on expressive conduct that is protected by the First Amendment.

Training

The CCCCSA's Title IX Coordinator, along with any investigator(s), decision-maker(s), or person(s) designated to facilitate an informal resolution process, must receive training on:

- A. the definition of Sexual Harassment (as that term is used in this policy);
- B. the scope of the CCCCSA's education program or activity;
- C. how to conduct an investigation and implement the grievance process, appeals and informal resolution processes, as applicable; and
- D. how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interests, and bias.
- E. All Board employees will be trained concerning their legal obligation to report Sexual Harassment to the Title IX Coordinator. This training will include practical information about how to identify and report Sexual Harassment.

Recordkeeping

As part of its response to alleged violations of this policy, the CCCCSA shall create, and maintain for a period of seven (7) calendar years, records of any actions, including any supportive measures, taken in response to a report or Formal Complaint of Sexual Harassment. In each instance, the CCCCSA shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the CCCCSA's education program or activity. If the CCCCSA does not provide a Complainant with supportive measures, then the CCCCSA will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the CCCCSA in the future from providing additional explanations or detailing additional measures taken.

The CCCCSA shall maintain for a period of seven (7) calendar years the following records:

- A. each Sexual Harassment investigation including any determination regarding responsibility, any disciplinary sanctions recommended and/or imposed on the Respondent(s), and any remedies provided to the Complainant(s) designed to restore or preserve equal access to the CCCCSA's education program or activity
- B. any appeal and the result therefrom
- C. any informal resolution and the result therefrom, and
- D. all materials used to train Title IX Coordinators, investigators, decisionmakers, and any person who facilitates an informal resolution process.

The CCCCSA will make its training materials publicly available on its website.

Outside Appointments, Dual Appointments, and Delegations

CCCCSA retains discretion to appoint suitably qualified persons who are not Board employees to fulfill any function of CCCCSA under this policy, including, but not limited to, Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor.

CCCCSA also retains discretion to appoint two or more persons to jointly fulfill the role of Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor.

The Superintendent may delegate functions assigned to a specific Board employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor, to any suitably qualified individual and such delegation may be rescinded by the Superintendent at any time.

Discretion in Application

CCCCSA retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if CCCCSA's interpretation or application differs from the interpretation of any specific Complainant and/or Respondent.

Despite CCCCSA's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case CCCCSA retains discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.

The provisions of this policy are not contractual in nature, whether in their own right, or as part of any other express or implied contract. Accordingly, CCCCSA retains discretion to revise this policy at any time, and for any reason. CCCCSA may apply policy revisions to an active case provided that doing so is not clearly unreasonable.

Legal

20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)
20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)
42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964
42 U.S.C. 2000d et seq.
42 U.S.C. 2000e et seq.
42 U.S.C. 1983
34 C.F.R. Part 106
Dear Colleague Letter on Sexual Violence (Office for Civil Rights, 2011)
F.S. 1000.05
OCR's Revised Sexual Harassment Guidance (2001)

Last Modified by Jacquelin Collins on September 29, 2021

Item Number: 8.B.
Meeting Date: 10/12/2021
Item Type: CONSENT AGENDA:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Approval of the City of Cape Coral Charter School Authority Governing Board Meetings January - August 2022.

SUMMARY:

City of Cape Coral Charter School Authority Governing Board Meetings
January - August 2022

January 18, 2022

February 8, 2022

March 8, 2022

April 12, 2022

May 10, 2022

June 14, 2022

July - Board in Recess

August 17, 2022

All meetings will be held at 5:30p.m., in City Council Chambers, 1015 Cultural Park Blvd., Cape Coral, FL 33990

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
□ GB MEETINGS JAN - AUG 2022	Backup Material



October 12, 2021

Proposed City of Cape Coral Charter School Authority Governing Board 10/12/21

Governing Board Meetings January - August 2022

January	February	March	April	May	June	July	August
18	8	8	12 Board Reorganization	10	14	RECESS	17

All meetings will be held at 5:30p.m., in City Council Chambers, 1015 Cultural Park Blvd., Cape Coral, FL 33990 unless notified there has been a change in venue.

Respectfully,
 Kathleen Paul-Evans
 Governing Board Secretary

Item Number:	9.A.
Meeting Date:	10/12/2021
Item Type:	SUPERINTENDENT REPORT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:
Superintendent Jacquelin Collins

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 10.A.
Meeting Date: 10/12/2021
Item Type: CHAIRMAN REPORT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Chairman Dr. Guido Minaya

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
▫ MINAYA TRANSITION DASHBOARD OCT 2021	Backup Material

School District/City Transition Dashboard
October 12, 2021
Chair's Perspective

Issue	Start	Completed	Status	Trending	Comment
Custodial Staff	6/2021	8/2021	●	●	Hiring issues
Maintenance			●	●	Training issues
IT	5/2021	8/2021	●	●	Still facing issues with availability
Finance	TBD	TBD	●	●	Portals,
HR	TBD	TBD	●	●	Operations Manager Role
Communications	6/2021	TBD	●	●	IT, Portals
Collaboration	6/2021	TBD	●	●	Letter to LCSB on ½ cent Sales Tax
Long-term Lease	8/2021	TBD	●	●	Indicators this will be handled

Dashboard Stoplight Key			
○	●	●	●
No Activity to Report	Challenge	Caution	Positive

Item Number: 11.A.
Meeting Date: 10/12/2021
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: 12.A.
Meeting Date: 10/12/2021
Item Type: STAFF COMMENT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:
No Activity

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 13.A.
Meeting Date: 10/12/2021
Item Type: UNFINISHED BUSINESS:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Approval to Piggyback on the Premier Healthcare Alliance, L.P. Contract with US FOODS to Purchase Food for the National School Lunch Program at Oasis Charter Schools - Danielle Jensen, Director of Food Service and Transportation

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
▣ US FOODS CONTRACT 2021	Backup Material



CAPE CORAL CHARTER SCHOOL AUTHORITY
ADMINISTRATION DIVISION

TO: Cape Coral Charter School Authority Governing Board
THRU: Jacquelin Collins, Superintendent *Jacquelin Collins*
FROM: Danielle Jensen, Director of Food Service and Transportation *DJ*
DATE: September 27, 2021
SUBJECT: Cape Coral Charter School Authority – Premier US Food Contract

BACKGROUND:

One of the requirements when the Charter Schools established the National School Lunch Program (NSLP) in 2010 was to follow proper procurement procedures. Therefore, the Department of Education helped the Charter Schools develop a relationship with the School District of Manatee County to piggyback the established US Foods' contract. The Charter Schools have utilized Manatee's contract for over a decade. Unfortunately, this year with the consistent growth of the Charter Schools as well as other schools, Manatee County can no longer allow us to piggyback on the contract. In addition, Manatee County exceeds a certain dollar threshold, the school district is required to go out to bid. Therefore, Regina Thoma, the Director of Food and Nutrition Services, for Manatee County has given the Charter Schools permission to use the contract for only 120 days. To resolve this issue, US Foods had the Charter Schools contact the Premier Healthcare Alliance, L.P. account executive, Stacy Lofton, for a solution.

RECOMMENDATION:

Premier Healthcare Alliance, L.P. is a cooperative purchasing program that utilizes the Omnia Partners, Public Sector Contract #19FS1 Master Agreement. The Charter School is already a member of Omnia Partners and has used this agreement for other companies like Home Depot. When Premier established an agreement with Frederick County Public Schools, it was determined that the agreement was missing some Florida statute language. To address this issue, Premier's legal department has provided a letter agreeing to address this issue. The letter states, "USF, as distributor, will abide by all pertinent local, state and Federal laws including but not limited to the Jessica Lunsford Act (Section 1012.32, Florida Statutes) and Protest Procedures (Chapter 120, Florida Statutes)". Both the city legal and procurement departments have reviewed the agreements and amendments and it is now acceptable to proceed with the agreement with Premier for food purchases.

In summary, the recommendation is to purchase food for the NSLP from US Foods utilizing the Premier Healthcare Alliance, L.P. contract that has been modified to include the required Florida statutes. This allows the Charter Schools to purchase the food it needs at a cost savings as well as follow all procurement procedures. The Charter Schools spend approximately \$515,000 a year with US Foods, and thus needs the Governing Board's approval. The anticipated spending is within the budgeted amount for 2022.

Danielle Jensen

From: Thoma, Regina <thomar@manateeschools.net>
Sent: Friday, August 6, 2021 4:14 PM
To: Danielle Jensen; Mcdonald, Stephanie
Cc: Watson, Tyrone; Reich, Kelvin L; Sharp Tolly, Beth
Subject: RE: US Food contract

Hi Danielle,

We can extend it to 120 but our issue is that any piggybacks and cause us to go over our original contract dollars and cause a "material change". If that happens we have to do another RFP. Stephanie said that you spend about \$500,000/year. This is a rule that U.S.D.A. has in place and it starting to enforce. You can check with your FDACS Program Specialist to see about utilizing the waiver for emergency purchases. They can give you that information.

Thank you,

Regina

Regina Thoma, SNS
Director, Food and Nutrition Services



Food & Nutrition Services
School District of Manatee County
1812 27th St. E. Bradenton, FL 34208
Phone: 941-739-5700 x45002
Fax: 941-708-8852
thomar@manateeschools.net
www.manateeschoolfood.net



From: Danielle Jensen <Danielle.Jensen@capecharterschools.org>
Sent: Wednesday, August 4, 2021 10:43 AM
To: Mcdonald, Stephanie <mcdonald2s@manateeschools.net>
Cc: Thoma, Regina <thomar@manateeschools.net>; Watson, Tyrone <Tyrone.Watson@usfoods.com>; Reich, Kelvin L <Kelvin.Reich@usfoods.com>; Sharp Tolly, Beth <sharpb@manateeschools.net>
Subject: Re: US Food contract



Danielle Jensen

Director of Procurement and Food Services
The City of Cape Coral - Oasis Charter Schools
3519 Oasis Blvd.
Cape Coral, FL 33914
Phone: 239-424-6100 ext. 7477
Danielle.jensen@capecharterschools.org

August 17, 2021

RE: Side Letter Agreement ("SLA") for Oasis Charter Schools. accessing the Frederick County Public Schools - contract # 19FS1

Dear Oasis Charter Schools,

The purpose of this SLA is to confirm certain understandings and commitments regarding performance by US Foods, Inc. ("USF") of certain purchasing, warehousing, and distribution functions and other related services for food and related non-food products for Oasis Charter Schools ("Customer"). "Contractor" shall be understood to refer jointly to Premier Healthcare Alliance, L.P. ("Premier"), in partnership with USF.

The parties hereby acknowledge that this SLA amends the Customer's participation in the OMNIA Partners, Public Sector (hereinafter "OMNIA", previously known as U.S. Communities) cooperative purchasing opportunity for Food Products and Distribution, based on Contract #19FS1 ("Master Agreement") dated April 24, 2019, by and between Frederick County Public Schools and the Contractor.

The parties hereby agree that, notwithstanding anything to the contrary otherwise contained in the Master Agreement, the following terms and conditions shall apply to Customer's purchase of products under the Master Agreement:

USF, as distributor, will abide by all pertinent local, state and Federal laws including but not limited the Jessica Lunsford Act (Section 1012.32, Florida Statutes) and Protest Procedures (Chapter 120, Florida Statutes).

Regards,

DocuSigned by:
Rob Burkart
49C06ECF43C146D

Rob Burkart Vice President, National Sales- US Foods

The City of Cape Coral - Oasis Charter Schools
3519 Oasis Blvd.
Cape Coral, FL 33914
Phone: 239-424-6100



6605 SE Lake Road, Portland, OR 97222
 PO Box 22109 Portland, OR 97269-2169
 Phone: 503-684-0360 Fax: 503-620-3433
 E-mail: legals@commnewspapers.com

AFFIDAVIT OF PUBLICATION

State of Oregon, County of Multnomah, SS I, Charlotte Allsop, being the first duly sworn, depose and say that I am the Accounting Manager of the Business Tribune, a newspaper of general circulation, published at Portland, in the aforesaid county and state, as defined by ORS 193.010 and 193.020, that

Ad#: 72294
Owner: U.S. Communities
Description: FOOD PRODUCTS AND DISTRIBUTION-K-12

A copy of which is hereto annexed, was published in the entire issue of said newspaper for 7 week(s) in the following issue:
10/09/2018, 10/12/2018,
10/16/2018, 10/19/2018,
10/23/2018, 10/26/2018, 10/30/2018

Charlotte Allsop
 Charlotte Allsop (Accounting Manager)

Subscribed and sworn to before me this 10/30/2018

Shawn M Sroufe
 NOTARY PUBLIC FOR OREGON

Acct #: 132066
Attn: ALEXIS TURNER
 U.S. COMMUNITIES
 700 GROVE STREET, 11C
 JERSEY CITY, NJ 07310



FREDERICK COUNTY PUBLIC SCHOOLS, MD
FOOD PRODUCTS AND DISTRIBUTION-K-12
 Proposals Due: Nov 1, 2018 @ 2:00 pm
REQUEST FOR PROPOSALS
RFP# 19FS1

Frederick County Public Schools, MD (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Food Products and Distribution for K-12 and Other Public Agencies. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 pm local time on November 1, 2018. Additional information may be found at: <http://www.fcps.org/bidlist>.
 Published Oct. 9, 12, 16, 19, 23, 26 & 30, 2018.

BT72294



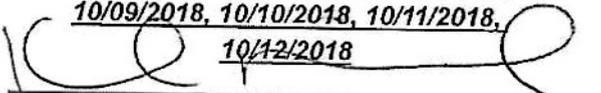
CAPITAL CITY PRESS

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in THE ADVOCATE, a daily newspaper of general circulation published in Baton Rouge, Louisiana, and the Official Journal of the State of Louisiana, City of Baton Rouge, and Parish of East Baton Rouge or published daily in THE NEW ORLEANS ADVOCATE, in New Orleans Louisiana, or published daily in THE ACADIANA ADVOCATE in Lafayette, Louisiana, in the following issues:

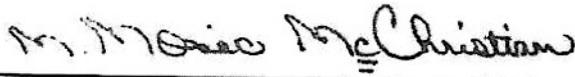
10/06/2018, 10/07/2018, 10/08/2018,
10/09/2018, 10/10/2018, 10/11/2018,
10/12/2018



Kristi Bunch, Public Notices Representative

Sworn and subscribed before me by the person
whose signature appears above

10/12/2018



M. Monic McChristian,
Notary Public ID# 88293
State of Louisiana
My Commission Expires: Indefinite



PUBLIC NOTICE

RFP# 19FS1

Frederick County Public Schools, MD (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Food Products and Distribution for K-12 and Other Public Agencies. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 pm local time on November 1, 2018. Additional information may be found at:

<http://www.fcps.org/bidlist>

300736-oct 6-7-8-9-10-11-12-7t

U.S. COMMUNITIES 300736-01
ALEXIS TURNER
700 GROVE ST APT 11C
JERSEY CITY, NJ 07310

STATE OF WASHINGTON -- KING COUNTY

--SS.

366364

No.

U.S. COMMUNITIES

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:FOOD PRODUCTS & DIST

was published on

10/04/18 10/05/18 10/06/18 10/08/18 10/09/18 10/10/18 10/11/18

The amount of the fee charged for the foregoing publication is the sum of \$476.00 which amount has been paid in full.



Affidavit of Publication

[Signature]

Subscribed and sworn to before me on
10/11/2018
[Signature]

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

**U.S.
Communities
Government
Purchasing
Alliance
Food Products and
Distribution
Proposals Due: Nov. 1**

RFP# 19FS1

Frederick County Public Schools, MD (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Food Products and Distribution for K-12 and Other Public Agencies. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 pm local time on November 1, 2018. Additional information may be found at: <http://www.fcps.org/bidlist>.

Date of first publication in the Seattle Daily Journal of Commerce, October 4, 2018.

10/11(366364)

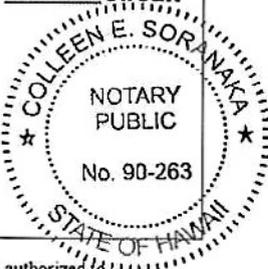
AFFIDAVIT OF PUBLICATION

IN THE MATTER OF
RFP# 19FS1

}
}
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}

STATE OF HAWAII)
) SS.
City and County of Honolulu)

Doc. Date:	<u>OCT 15 2018</u>	# Pages:	<u>1</u>
Notary Name:	<u>COLLEEN E. SORANAKA</u>	First Judicial Circuit	
Doc. Description:	<u>Affidavit of Publication</u>		
Notary Signature		Date	<u>OCT 15 2018</u>



RFP# 19FS1
 Frederick County Public Schools, MD (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Food Products and Distribution for K-12 and Other Public Agencies. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 pm local time on November 1, 2018. Additional information may be found at: <http://www.fcps.org/bidlist>.
 (HFM1139279 10/8, 10/9, 10/10, 10/11, 10/12, 10/13, 10/14/18)

Gwyn Pang being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the

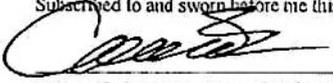
Honolulu Star-Advertiser 0 times on:
 MidWeek 0 times on:
 The Garden Island 0 times on:
 Hawaii Tribune-Herald 7 times on:
10/08, 10/09, 10/10, 10/11, 10/12, 10/13, 10/14/2018
 West Hawaii Today 0 times on:

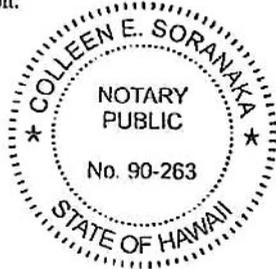
Other Publications: 0 times on:

And that affiant is not a party to or in any way interested in the above entitled matter.

Gwyn Pang
 Gwyn Pang

Subscribed to and sworn before me this 15 day of October A.D. 2018


 Colleen E. Soranaka, Notary Public of the First Judicial Circuit, State of Hawaii
 My commission expires: Jan 06 2020



Ad # 0001139279

SP.NO.: _____ LN.

Purchasing Office
191 South East Street
Frederick, Maryland 21701
301-644-5074 phone
301-644-5213 fax



Stephen P. Starmer, C.P.M., CSBA,
Purchasing Manager
Kim Miskell, Assistant Purchasing Manager
Bill Meekins CPPB, CPCP, Purchasing Agent
Shane Ryberg, Purchasing Agent

MASTER AGREEMENT

THIS AGREEMENT is made as of this 24th day of April, 2019 by and between Frederick County Public Schools ("FCPS") and Premier Healthcare L.P and US Foods Inc. (collectively the "consultant")

BACKGROUND

- A FCPS is located at 191 South East Street, Frederick County, MD 21701.
- B. This supplier is responsible for the delivery of Food Products and Distribution for FCPS Food & Nutrition Services Department.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter contained and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Term.

This Agreement shall be for a term beginning June 1, 2019 and, unless sooner terminated as provided in this Agreement, expiring on May 31, 2021. By mutual agreement of the parties and finalization of renewal pricing, the contract may be renewed from June 1, 2021, through May 31, 2023, and subsequently for up to two (2) additional two-year periods for a maximum term of eight (8) years.

2. Services

During the term of this Agreement Consultant shall provide the services which are set forth in the following documents outlined which are a part of this Agreement and the Consultant's response thereto, which is incorporated by reference thereto and which is also part of this Agreement.

- A Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies, RFP #19FS1
- B. Consultant's Technical Response to the Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies
- C. Consultant's Pricing Response to the Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies
- D. Contractor's Response to Proposal Clarification Questions dated October 03, 2018.

Frederick County Public Schools will issue a final ruling on any perceived contradictions concerning the various components of this Agreement listed below. In the event of a conflict in the Interpretation of the various components of this Agreement, the Order of Preference is as follows:

- A. This Agreement.
- B. Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies, RFP #19FS1.
- C. Contractor's Technical Response to the Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies.
- D. Contractor's Pricing Response to the Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies.
- E. Contractor's Response to Proposal Clarification Questions dated October 03, 2018.

It is understood that delivery of most services will be provided by Consultant's preferred primary vendor, US Foods, Inc. ("Vendor"), which is designated as Consultant's subcontractor for the purpose of this Agreement. In addition, FCPS and Participating Agencies will have access to Premier's full foodservice contract offering which includes additional non-broadline suppliers subject to the local procurement regulations and procedures of each member.



Frederick County Public Schools

Reach. Challenge. Prepare.

3. Payment

The Board agrees to pay Vendor and Vendor agrees to accept, as full compensation for Consultant's and Vendor's services under this Agreement, a fee per case of delivered product as set in the price proposal. Vendor shall submit an invoice on at the time of delivery detailing the products delivered and the actual costs incurred. Payment shall be made in accordance with the Pages 30-31 of RFP #19FS1.

4. Independent Contractor. The Board and Consultant recognize and agree that Consultant is an independent contractor, and that neither Consultant nor any of Consultant's employees or agents are employees of the Board.

5. Subcontractor Assignment. Consultant shall not subcontract or assign any part of this Agreement with the exception of any of the consultant's affiliates without the prior written consent of the Board; provided, however, the Board acknowledges and agrees that the delivery of food products that shall be assigned to US Foods, Inc. the Consultant's preferred prime vendor. *

6. Insurance

The Consultant and its subcontractors, US Foods, Inc., shall procure and keep in force the following required insurance coverages listed below.

- A. Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of One Million Dollars (\$1,000,000) aggregate. Such insurance shall include contractual liability insurance.
- B. Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement.
- C. Workers' Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "other state's" state law.
- D. The Board and its elected/appointed officials, employees, departments, agencies, agents and volunteers shall be covered, by endorsement, as additional insureds with respect to liability arising out of activities performed or to be performed by or on behalf of the Consultant or US Foods, Inc., as applicable.

7. Criminal Background Check.

It is the responsibility of Consultant to make certain, through a criminal background check, that its employees and contractors who may have contact with students are in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code and have not been convicted of nor have pending charges for the commission of or attempt to commit Murder, Child Abuse, Rape, Child Pornography, Child Abduction, Kidnapping of a Child or Sexual Offense as defined by Article 27, Subsection 464, 464A and 464C of the Annotated Code of Maryland. All costs for conducting a criminal background check shall be borne by Consultant. The Consultant and its employees and contractors who may have contact with students, shall, to its knowledge, be free of tuberculosis. Furthermore, it shall be the responsibility of the consultant to notify all subcontractors and vendors of the requirements listed herein.

8. Compliance with Laws. Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Agreement. Notwithstanding the provisions of Section 13, Consultant's material violation of any of these laws, statutes, ordinances, rules, or regulations in the performance of the services constitutes a breach of this Agreement and entitles the Board to terminate this Agreement immediately upon delivery of written notice of termination to Consultant.

9. Termination for Convenience.

This contract may be terminated by either party at any time, without any liability, upon thirty (30) days prior written notice to the other party, provided that Consultant shall be compensated for services rendered prior to the date of termination.

10. Performance Evaluation. The Board or its authorized agent or representative may conduct an evaluation of the Consultant's performance under this contract. Consultant shall fully cooperate with the Board or its authorized agent or representative and shall provide such information and documents as may be requested to conduct the performance evaluation.

11. Governing Law. This Agreement shall be construed by and governed under the laws of the State of Maryland.



Frederick County Public Schools

Reach. Challenge. Prepare.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Agreement as of the date written below.

Facility: Frederick County Public Schools

Date: April 29, 2019

Name: Dr. Theresa Alban

Title: Superintendent

Signature: Theresa Alban

Premier Inc.:

Name: JON GARRETT

Title: VICE PRESIDENT - FOOD & NUTRITION STRATEGY

Email: jon-garrett@premierinc.com Direct Phone # 720-445-1712

Fax # _____

Address: 13034 BALLANTYNE CORPORATE PLACE

City: CHARLOTTE State: NC Zip: 28277

Signature: Jon Garrett

Purchasing Office
191 South East St
Frederick, Maryland 21701
301-644-5204 phone
301-644-5213 fax



Leslie Pellegrino, CPA,
Acting Purchasing Manager
Kim Miskell, CSBO, Assistant Purchasing
Manager
Bill Meekins CPPB, CPPO, NIGP-CPP, CSBO,
CPCP, Purchasing Agent
Shane Ryberg, Purchasing Agent

March 29, 2021

Premier, Inc.
13034 Ballantyne Corporate Place
Charlotte, NC 28277
Attn: Jon Garrett, Vice President
jon_garrett@premierinc.com

Dear Mr. Garrett:

Ref: Notice of Award – RFP 19FS1, Food Products and Distribution for K-12 and Other Public Agencies

Please be advised that on March 24, 2021, the Board of Education of Frederick County renewed the contract for RFP 19FS1, Food Products and Distribution for K-12 and Other Public Agencies, with your company, per the attached Summary of Renewal.

The renewal term shall be effective from June 1, 2021 through May 31, 2023, with two two-year renewal options remaining.

As stated in the specifications, please send the following document within the next ten days:

- A current Certificate of Insurance in accordance with the coverage requirements listed in the bid document.

Your continued interest in serving Frederick County Public Schools is appreciated. Should you have any questions concerning this matter, please contact me at (301) 644-5204.

Sincerely,

Shane Ryberg

Shane Ryberg,
Purchasing Agent

Attachments: Summary of Renewal

SR/kl

cc: Robert Kelly, Director, Food and Nutrition Services
Bid file



BoardDocs Cover Page

(Due to final Cabinet-level approval on Monday at noon, 2+ weeks prior to BOE meeting date)

Meeting Date:	January 23, 2019	
Agenda Session: (Category)	<input type="checkbox"/> Closed <input type="checkbox"/> Public Hearing	<input type="checkbox"/> Regular (Information, Reports, System Recognitions) <input checked="" type="checkbox"/> Work Session (Bids, former F&F items)
Title (Subject):	RFP 19FS1, Food Products and Distribution for K-12 and Other Public Agencies	
Access:	<input type="checkbox"/> Private	<input checked="" type="checkbox"/> Public
Type:	<input checked="" type="checkbox"/> Action (e.g., bids) <input type="checkbox"/> Action/Consent (e.g., staffing, grants over \$25k) <input type="checkbox"/> Discussion	<input type="checkbox"/> Information (e.g., grants under \$25k) <input type="checkbox"/> Report
Aspirational Goals: (May select multiple)	<input type="checkbox"/> 1-Student Achievement <input type="checkbox"/> 2-Effective and Engaged Staff <input checked="" type="checkbox"/> 3-Resource Allocation	<input type="checkbox"/> 4-Family and Community Involvement <input type="checkbox"/> 5-Health and Safety
Recommended Action:	Board approval of RFP 19FS1, Food Products and Distribution for K-12 and Other Public Agencies	
Backup Documents:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If yes, how many? _____ Is one a PowerPoint (PPT): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Submitted: <input checked="" type="checkbox"/> Herewith <input type="checkbox"/> Later <input type="checkbox"/> Both Comment: _____
Immediately following receipt of an email confirmation that this item has been approved by the Superintendent, the person posting this agenda topic to BoardDocs is responsible for emailing the approved PPT to tim.dean@fcps.org .		

PURPOSE OF PRESENTATION: Staff has reviewed the attached bid and recommends approval by the Board of Education of Frederick County.

BACKGROUND/SUMMARY: This recommendation is to establish a contract for the distribution and purchase of various food products to be utilized by the Food and Nutrition Services Department and other K-12 Public Agencies.

In 2018, Frederick County Public Schools (FCPS) welcomed the opportunity to become the Lead Agency on behalf of U.S Communities for Food Products and Distribution for K-12 and Other Public Agencies. FCPS is currently using U.S Communities Contract 2014-39, which this solicitation will be replacing upon May 30, 2019 expiration. U.S Communities reimburses Lead Agency districts for their time on the solicitation and contract management.

PRESENTER(S) & TITLE(S):

Shane Ryberg, Purchasing Agent
 Robert Kelly, Senior Manager, Food and Nutrition

SUBMITTED BY:

Stephen P. Starmer, C.P.M., CSBA, Purchasing Manager
 Leslie R. Pellegrino, Chief Financial Officer

RFP 19FS1
FOOD PRODUCTS AND DISTRIBUTION FOR K-12 AND OTHER PUBLIC AGENCIES

FACT SHEET

A. **Overview:** This recommendation is to establish a contract for the distribution and purchase of various food products to be utilized by the Food and Nutrition Services Department and other K-12 Public Agencies. Proposals were opened on November 1, 2018.

1. **Bid participation:**

52 proposals downloaded
3 companies submitted proposals

2. **Bids were received from:**

All American Poly (Piscataway, NJ)
Premier, Inc. (Charlotte, NC)
Seattle Gummy Company (Seattle, WA)

3. **Other Facts:**

- Frederick County Public Schools (FCPS) was the lead agency for this solicitation which will be utilized by multiple school districts around the United States.
- FCPS will be reimbursed quarterly from U.S Communities for time spent on the solicitation and contract management.
- The RFP evaluation was a two-step process where technical and price proposals were scored. Evaluators unanimously agreed that the proposal from Premier Inc. was the most favorable based on product offering, service capabilities and national capabilities.
- Proposals from Seattle Gummy and All American Poly were not considered for award during evaluation due to incomplete bid responses. Both companies failed to demonstrate a breadth of product offerings to match contractual needs.
- FCPS will save roughly \$10,000 across the market basket of items.
- The contract will be administered by Robert Kelly, Senior Manager, Food and Nutrition.

4. **Source of Funding:** FY19 Approved Food and Nutrition Services Operating Budget and contingent upon Board approval of FY20, FY21 and FY22 Food and Nutrition Services Operating Budgets.

B. **Recommendation:** Staff recommends that RFP 19FS1, Food Products and Distribution for K-12 and Other Public Agencies, be awarded to Premier, Inc. (Charlotte, NC), per the attached bid tabulations.

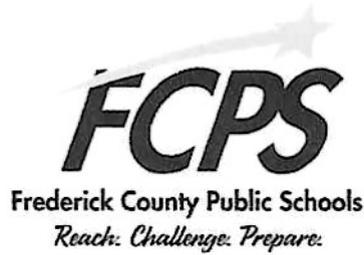
C. **Action taken by the Board (Purchasing use only):**

<u> </u> AB	<u> </u> Approved	<u> </u> Denied	<u> </u> Deferred	<u> </u> Other	SR/ab
01.23.19	Date	Date	Date	Date	BOE Meeting: 01.23.19

FREDERICK COUNTY PUBLIC SCHOOLS

RFP 19FS1: FOOD PRODUCTS AND DISTRIBUTION FOR K-12 AND OTHER PUBLIC AGENCIES - SCORING		PREMIER
SELECTION COMMITTEE - VENDOR RATINGS		
CRITERIA	MAX POINTS	
Product Offering <i>Offeror's demonstration of its ability throughout its proposal to provide complete offering of Food Products and Distribution for K-12 and Other Public Agencies as well as any additional services and solutions offered by the Proposer. Does Offeror demonstrate it's ability to provide the products specified in General Definition of Products and/or Services on pages 15-16 of RFP?</i>	10	9.38
Conformance to the Specification and Scope of Services Requirements <i>The Offeror must provide a written response to each item in the Specifications and Scope of Work section of the RFP (pages 15-20) and demonstrate it's ability to meet Specifications and Scope of Work.</i>	10	9.00
Qualifications and capabilities demonstrated in Supplier Worksheet and Supplier Information <i>1. Did Offeror answer "Yes" to all questions in <u>Supplier Worksheet for National Program Consideration</u>? If not, Offeror receives zero (0) points for this section. 2. <u>Company profile</u> - The ability for the company to; demonstrate its reputation in the marketplace, experience, capability, and financial stability. 3. <u>Distribution</u> - The ability of the company to distribute products either regionally or nationwide. 4. <u>Marketing</u> - The company's marketing plan to promote this contractual agreement to Participating Public Agencies regionally or nationwide. 5. <u>Products, Services and Solutions</u> - The company's ability to provide quality products, services and solutions by the major categories set forth in Section 2 of this Solicitation. 6. <u>Quality</u> - The company's ability to provide reliable products and services. 7. <u>Administration</u> - The company's ability to administer the contract regionally or nationwide. 8. <u>Regional or National Staffing Plan</u> - The ability of the company to dedicate personnel on a regional or national scope for this contract. 9. <u>Environmental</u> - The company's environmental initiatives.</i>	20	18.06
References	5	4.00
Product Price Analysis	55	50.00
Total	100	90.44

Purchasing Office
191 South East Street
Frederick, Maryland 21701
301-644-5204 phone
301-644-5213 fax
shane.ryberg@fcps.org



Leslie Pellegrino, CPA,
Acting Purchasing Manager
Kim Miskell, CSBO, Assistant Purchasing Manager
Bill Meekins CPPB, CPPO, CSBO, CPCP,
Purchasing Agent
Shane Ryberg, Purchasing Agent

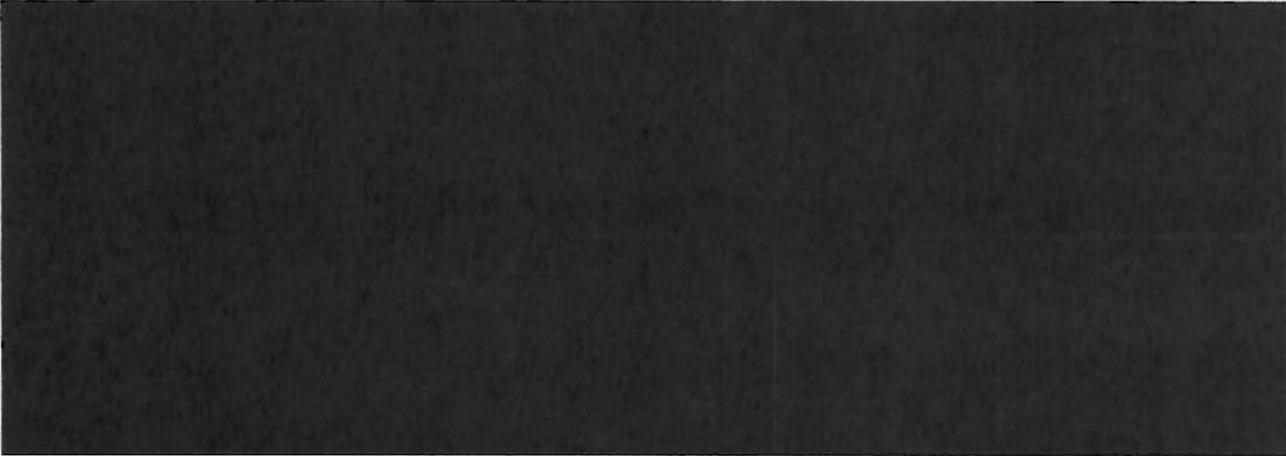
May 3, 2021

Premier, Inc.
13034 Ballantyne Corporate Place
Charlotte, NC 28277
Attn: Jon Garrett, Vice President
jon_garrett@premierinc.com

Dear Mr. Garrett:

Ref: Acceptance of Fixed Fee Per Case Price Modifications– RFP 19FS1, Food Products and Distribution for K-12 and Other Public Agencies

On April 23rd, 2021, Frederick County Public Schools (FCPS) received a proposed modification to the fixed fee per case price structure through the Omnia Partners Contract, RFP 19FS1 Food Products and Distribution for K-12 and Other Public Agencies. The proposed pricing modification for average order sizes less than \$2,499 is set to increase to \$2.02 starting June 1, 2021 through May 31, 2022. An additional adjustment will be made across all tiers for June 1, 2022 through May 31, 2023, ranging from 3.2% to 4.1%. The below table shows the accepted pricing for the next two renewal years.



Your continued interest in serving the Frederick County Public Schools is appreciated. Should you have any questions concerning this matter, please contact me at 301-644-5204.

Sincerely,

Shane Ryberg

Shane Ryberg
Purchasing Agent II

OMNIA P A R T N E R S



Food Products and Distribution for K12 and Other Public Agencies (RFP #19FS1) Executive Summary

Lead Agency: Frederick County Public Schools

Solicitation: 19FS1

RFP Issued: October 2, 2018

Pre-Proposal Date: October 16, 2019 at 11:00am

Response Due Date: November 1, 2018 at 2:00pm

Proposals Received: 3

Awarded to:

The Frederick County Public Schools Department of Procurement issued RFP 19FS1 on October 16, 2019, to establish a national cooperative contract for Food Products and Distribution for K12 and Other Public Agencies.

The solicitation included cooperative purchasing language in Sections 1: Solicitation Overview:

Fredrick County Public Schools, MD (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, higher education institutions, tribal agencies, other government agencies, nonprofit early education programs, other nonprofit organizations, and others participating in child nutrition programs in the United States of America (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers (including Group Purchasing Organizations) to enter into a Master Agreement for a complete line of Food Products and Distribution Services for K-12 and Other Public Agencies (herein "Products and Services").

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Frederick County Public School's website
- US Communities website
- Pamplin Media Group
- Capital City Press
- Daily Journal of Commerce

On November 1st, 2018 proposals were received from the following offerors:

- All American Poly (Piscataway, NJ)
- Premier, Inc. (Charlotte, NC)
- Seattle Gummy Company (Seattle, WA)

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Premier, Inc. and proceeding with contract award upon successful completion of negotiations. All American Poly and Seattle Gummy Company were not considered due to incomplete bid responses.

Frederick County Public Schools, OMNIA Partners, Public Sector and Premier successfully negotiated a contract, and the Frederick County Public Schools executed the agreement with a contract effective date of March 1st, 2019.

Contract includes:

- Access to Premier's exclusive child nutrition resources and professional support
- Access to Premier's comprehensive portfolio
- New Business Incentives, Direct Parent Incentives, Manufacturer Rebates

Term:

Initial two-year agreement from March 1st, 2019 through February 28th, 2021 with the option to renew for two (2) additional two-year periods through February 28th, 2025.

Pricing/Discount:

- Firm fixed fee per case

OMNIA Partners, Public Sector Web Landing Pages:

Danielle Jensen

From: Mark Moriarty <mmoriart@capecoral.gov>
Sent: Tuesday, August 31, 2021 1:51 PM
To: Danielle Jensen
Cc: Lisa Fowler
Subject: RE: [EXTERNAL] - Fwd: Premier Follow Up

Thank you Danielle:

I reviewed the Frederick County School contract. All is in order. Please check with Wanda or one of her staff that they are aware of this.

Thank you ~ Mark.

From: Danielle Jensen <Danielle.Jensen@capecharterschools.org>
Sent: Thursday, August 26, 2021 4:36 PM
To: Mark Moriarty <mmoriart@capecoral.gov>
Subject: [EXTERNAL] - Fwd: Premier Follow Up

Caution – This email originated from outside of our organization. Please do not open any attachments or click on any links from unknown sources or unexpected email.

Below are the links to the contract! Thanks!

Sent from my iPhone

Begin forwarded message:

From: "Lofton, Stacy" <Stacy_Lofton@premierinc.com>
Date: August 26, 2021 at 4:29:26 PM EDT
To: Danielle Jensen <danielle.jensen@capecharterschools.org>
Subject: RE: Premier Follow Up

Hi Danielle,

All contract documents are available via this link and well as links to the specific documents. Let me know if you need any additional support.

[Premier-US Foods Cooperative Contract | Contract Documentation \(omniapartners.com\)](#)

Frederick County Public Schools, MD

Contract Number: 19FS1

Initial two-year agreement from June 1, 2019 through May 31, 2021 with the option to renew for three (3) additional two-year periods through May 31, 2027

Contract has been renewed for 2 years effective June 1, 2021 through May 31, 2023. There are two (2) two-year renewal options remaining.

Executive Summary

- [Executive Summary](#)

Contract Documents

- [Master Agreement](#)
- [Contract Renewal Letter 1](#)
- [Contract Update 1](#)

RFP Documents

- [RFP Invitation](#)
- [RFP19FS1](#)
- [Addendum 1](#)
- [Addendum 2](#)
- [Board Approval](#)
- [Postings Documents](#)

Response Evaluation

- [Stamped Responses](#)
- [Intent to Award](#)
- [Notice of Award](#)

Stacy

From: Danielle Jensen <Danielle.Jensen@capecharterschools.org>

Sent: Thursday, August 26, 2021 2:22 PM

To: Lofton, Stacy <Stacy_Lofton@PremierInc.com>

Subject: Re: Premier Follow Up

****This email did not originate from the Premier, Inc. network. Use caution when opening attachments or clicking on URLs.****

Hello. Can you send me a copy the Frederick County contract. Our legal department wants to review. Thank you.

Sent from my iPhone

On Aug 25, 2021, at 7:45 AM, Lofton, Stacy <Stacy_Lofton@premierinc.com> wrote:

Hi Danielle,

I just received the amendment letter from USF-Legal. See attached. For the cost analysis, what product list would you like us to utilize. Do you have a list that would be provided to both for consistency of evaluation?

Stacy

From: Danielle Jensen <Danielle.Jensen@capecharterschools.org>

Sent: Tuesday, August 24, 2021 5:17 AM

Item Number: 14.A.
Meeting Date: 10/12/2021
Item Type: NEW BUSINESS:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Approval to Utilize Reserves in the Amount of \$82,855.97 to Reimburse the City of Cape Coral for the Purchase of the COMPUQUIP Palo Alto Networks Cybersecurity Firewall - Superintendent Collins

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
▢ COMPUQUIP FIREWALL	Backup Material



RECEIVED

OCT - 5 2021

Invoice

Invoice #: IN1836

Invoice Date: 09/29/2021

Due Date: 10/29/2021

CHECK REMIT TO:
 Lock Box
 PO Box 30561
 Tampa, FL 33630-3561

INFORMATION TECHNOLOGY SERVICES

Bill To
 City of Cape Coral
 ATTN: Security
 P.O. Box 150027 Cape
 Coral, FL 33915

Ship To
 Cape Coral Charter Schools
 Attn: Security
 1015 Cultural Park Blvd
 Cape Coral FL 33990
 United States

PO #	Sales Rep	Terms	Due Date	Shipping Method
21504092	Joe Green	Net 30	10/29/2021	

Quantity	Shipped	Item	Rate	Amount
1	1	PAN-PA-3260 Palo Alto Networks : Palo Alto Networks PA-3260 with redundant AC power supplies	\$17,461.44	\$17,461.44
1	1	PAN-PA-2RU-RACK4 Palo Alto Networks PA-3220, PA-3250 and PA-3260 4 Post Rack Mount Kit	\$106.29	\$106.29
1	1	PAN-PWR-C13-C14 Palo Alto Power cord for PDU with IEC-60320 C13 and IEC-60320 C14 cord ends, 15A, 250V max, 10ft	\$28.57	\$28.57
1	1	PAN-SVC-4HR-3260-3YR Palo Alto 4-Hour Premium support 3-year prepaid, PA-3260	\$25,179.43	\$25,179.43
1	1	PAN-PA-3260-DNS-3YR Palo Alto DNS Security subscription 3-year prepaid, PA-3260	\$9,301.76	\$9,301.76
1	1	PAN-PA-3260-TP-3YR Palo Alto Threat prevention subscription 3-year prepaid, PA-3260	\$10,196.16	\$10,196.16
1	1	PAN-PA-3260-WF-3YR Palo Alto WildFire subscription 3-year prepaid, PA-3260	\$10,196.16	\$10,196.16
1	1	PAN-PA-3260-URL4-3YR Palo Alto PANDB URL filtering subscription 3-year prepaid, PA-3260	\$10,196.16	\$10,196.16
1	1	Freight Freight	\$190.00	\$190.00

APPROVED TO PAY

OCT - 5 2021

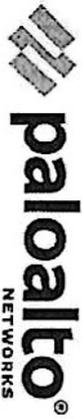
Subtotal \$82,855.97

Tax Total (%)

EM Total

\$82,855.97

INFORMATION TECHNOLOGY SERVICES



3000 Tannery Way, Santa Clara, CA, 95054, US

Ship to:

CAPE CORAL CHARTER SCHOOLS
1015 CULTURAL PARK BLVD
CAPE CORAL FL 33990 US

Attn: Elizabeth Merriken /21504092
Phone: (239) 995-0904

Pack Slip Number: LD0495450

PA Order Number: 10359434

Ship Date: 9-29-2021

Ship Via: FedEx

Tracking Number: 284348882264

Customer PO: 29485495

Total Weight:	50.44	lbs
Total Net Weight:	47.44	lbs
# Carton:	3	STD
# Volume (In3)	6444.38	

ITEM LINE	QTY	PART NUMBER	DESCRIPTION	SERIAL NO	COO
10	1	PAN-PA-3260 910-000164	PA3260 Firewall	016401012673	US
20	1	PAN-PWR-C13-C14 920-000148	Power Cord, N. America, C13 to C14		CN
30	1	PAN-PA-2RU-RACK4 920-000213	4 post rack mount kit for PA-3200 serie		CN

RECEIVED

OCT - 6 2021

INFORMATION TECHNOLOGY SERVICES

SB

Item Number: 14.B.
Meeting Date: 10/12/2021
Item Type: NEW BUSINESS:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Approval and Acceptance of the \$120,000 Oasis Charter Schools STEM Innovation Community Partnership Donation Submitted by The Rist Family Foundation - Dr John Omundsen, Director STEM Education

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
▣ STEM PARTNERSHIP LETTER	Backup Material
▣ OASIS STEM RIST DONATION LETTER	Backup Material



Dear Community Partner,

The Oasis Charter School System is a high performing, public, K-12 charter school in Cape Coral, FL. The system is comprised of two elementary schools, one middle school, and one high school. The vision of our school system is “We believe that everyone can succeed in a safe and nurturing learning environment through positive partnerships between parents, school, and the community”. Our mission is “to create a K-12 system that strives to empower students to be independent, responsible life-long learners who value personal integrity, academic achievement, and have a global impact”.

Aligned with this vision and mission, the Oasis Charter School system is working to provide opportunities for all students to have access to STEM related educational opportunities through our STEM Innovation Program. Our school system recognizes the importance of building knowledge and capacity in science, technology, engineering, and mathematics to develop our next generation of leaders. With this in mind, we have developed our program to ensure students are building twenty-first century skills of problem solving, critical thinking, and collaboration to ensure future success in the ever changing workforce. Our focus is to develop a program across our system’s four schools to ensure coherence of skills, a focus on rigor, and building a love and joy in the STEM fields so that all students recognize these subjects as being attainable for everyone.

A major focus of the STEM Innovation Program is the development of makerspaces at all schools within our system. A makerspace is a physical location within a school where students have access to tools and materials which allow them to tinker, create, and develop solutions to challenging problems. These spaces allow for students to engage in hands-on learning which supports the development of knowledge and helps to increase their engagement and interest in STEM careers as future endeavors. Funding has been secured for the development of makerspaces at Oasis Middle School and Oasis High School.

The focus of the Oasis Charter School system is now to raise the necessary funds for the development of makerspaces at our system’s two elementary schools - Oasis Elementary North and Oasis Elementary South. Students at the elementary level have a natural curiosity for the world around them and enjoy engaging in hands-on activities like those they would encounter in the makerspace. Partial funding has been secured for the initial development of the makerspaces in both schools. However, additional funding is needed for the purchase of

equipment to include technology and consumable materials which will allow students to fully develop solutions to challenging problems.

For both Oasis Elementary North and Oasis Elementary South, \$30,000 is needed per school to complete the development of the makerspace. Our goal is to raise the necessary funding and have the development of the space completed by the end of the 2021-2022 school year so that students can begin fully experiencing this space as soon as possible.

If you are able to provide donations in any amount toward the development of these spaces we would be extremely grateful. Your donation will go toward the creation of a set of spaces which would allow students from grades K-12 to fully engage in design thinking, as well as some of the jobs of the future including robotics, cybersecurity, and engineering. Benefits of donations include the following:

- All donations are tax deductible
- Donors names will be added to appreciation plaques in the makerspace of the school to which you have donated
 - Bronze Level Donors: Between \$500 and \$1,000
 - Silver Level Donors: Between \$1,500 and \$3,000
 - Gold Level Donors: Between \$3,500 and \$7,000
 - Platinum Level Donors: Over \$10,000
- Appreciation plaques will be mailed to organizations with their donation level to be displayed within their corporate offices
- Donors will be thanked during a meeting of the Oasis Charter School system governing board meeting
- A monthly newsletter highlighting the work being done in the Oasis Elementary North and Oasis Elementary South makerspace
- Thank you notes from students
- Visitation opportunities to the makerspace
- Donations over \$25,000 will receive naming rights of the school's makerspace during the school year of donation

If you would like additional information regarding the Oasis Charter School system's STEM Innovation Program or you are interested in making a one-time or recurring donation, please contact Dr. John Omundsen, Director, K-12 STEM Education to set up a phone call or virtual conference. Dr. Omundsen can be reached at 239-424-6100 x7470 or via email at john.omundsen@capecharterschools.org.

With sincerity,

Dr. John Omundsen
Director, K-12 STEM Education
Oasis Charter Schools System
239-424-6100 x7470
john.omundsen@capecharterschools.org



START HERE. GO EVERYWHERE.

September 27, 2021

Dear Rist Family Foundation,

Thank you for your generous offer of donation to the Oasis Charter School STEM Innovation Program and Makerspace Initiative. This program aligns with the Oasis Charter Schools system's mission "to create a K-12 system that educates students to be responsible, critical thinkers who are prepared to successfully compete in a dynamic, global workforce". Through your generous donation, we will be able to achieve our goal of providing a STEM education for all students. This will help to create increased engagement in STEM, allow students to explore career pathways in STEM areas, and build capacity in important twenty-first century learning goals including critical thinking, collaboration, and creativity.

As part of this partnership, the parties agree to the following:

- The Rist Family Foundation will:
 - Donate \$120,000 to the Oasis Charter School System over the next 4 school years (through the 2024-2025 school year), to include donations in the amount of \$30,000 each school year.
- The Oasis Charter School System will:
 - Rename the Oasis Elementary North Makerspace as "The Rist Family Foundation Makerspace" through the end of the 2025-2026 school year.
 - Include The Rist Family Foundation as "Platinum Level Donors" to the STEM Innovation Program through the end of the 2025-2026 school year.
 - Provide a plaque to The Rist Family Foundation honoring their donation to be displayed at their corporate offices.
 - Recognize The Rist Family Foundation and their donation at The City of Cape Coral Charter School Authority governing board meetings.
 - Send out a press release to news outlets regarding the donation by The Rist Family Foundation.
 - Provide regular updates on the use of The Rist Family Foundation Makerspace, including pictures of students and teachers using the tools and equipment in the space
 - Provide hand-written thank you notes from students yearly.
 - Provide budget outlines at the end of each school year as to the expenditures for the funding through the end of the 2024-2025 school year.

**FOUR
SCHOOLS,
ONE
VISION**

239.424.6100

239.541.1039

TheOasisAdvantage.com

3519 Oasis Blvd., Cape Coral, FL 33914



This agreement will go into effect beginning the school year 2021-2022. By signing this agreement all parties accept the terms of the agreement and will abide by the expectations which have been outlined.

Jacquelin Collins Date 10-6-21

Jacquelin Collins
Superintendent
The City of Cape Coral Oasis Charter Schools

Jaime Suarez Date 10/6/21

Jaime Suarez
Executive Director
Rist Family Foundation

Item Number:	16.A.
Meeting Date:	10/12/2021
Item Type:	TIME AND DATE OF NEXT MEETING

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:
The Next Regular Governing Board Meeting will be held on Tuesday, November 9, 2021 at 5:30p.m. in Cape Coral City Council Chambers, 1015 Cultural Park Blvd., Cape Coral, FL 33990

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION: