



## **AGENDA**

### **REGULAR MEETING OF THE CAPE CORAL CHARTER SCHOOL GOVERNING BOARD**

**Tuesday, September 12, 2023**

**Oasis Elementary North - School Cafeteria, 2817 SW 3rd Lane, Cape Coral, FL 33991**  
**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 Kristifer Jackson, Mykisha Atisele, Karen Michaels, Keith Long, District 6, Cathy Stout. Parent Representatives: Jennifer Hoagland/OHS, Gregory Schade/OMS, Jose Soto/OES

**5. APPROVAL OF MINUTES:**

- A. Approval of the Minutes of the Regular Governing Board Meeting on Tuesday, August 15, 2023
- B. Approval of the Minutes of the Special Meeting of the Cape Coral Charter School Authority Governing Board on Friday, August 18, 2023

**6. APPROVAL OF AGENDA REGULAR MEETING:**

A. Approval of the Agenda for the Regular Governing Board Meeting, September 12, 2023

**7. PUBLIC COMMENT:**

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

**8. CONSENT AGENDA:**

- A. Request for Approval of the TAPS 23A-097 School Hardening Grant for the Safety & Security of the City of Cape Coral Oasis Charter School Buildings in the Amount of: Oasis Elementary South, \$6,000; Oasis Elementary North, \$5,541; Oasis Middle School, \$5,000; Oasis High School, \$5,267
- B. Request for Approval of the Purchase of Oasis High School Classroom Furniture in the Amount of \$124,532.00, which is to be Purchased with ESSER III Amendment Funds
- C. Request for Approval and Acceptance of the Florida Gulf Coast University, Richard M. Schulze Foundation 2023 Summer STEM Institute for Teachers in-service STEM teacher training award in the amount of \$1,000 each for the following City of Cape Coral Charter School Authority Teachers: Kori Nelson, Victoria Olszewski, Tracy Zumar, Lynette Stockwell, Jessica Prieto - Oasis Elementary South; Matthew Laubhan, Amy Harrington - Oasis Elementary North; Kelly Henry-Herbst - Oasis Middle School
- D. Request for Approval and Acceptance of the Army National Guard Recruiting ARNG Funding Support SY 2023-2024 in the Amount of \$2,500.00, Which is to be Used to Purchase Approximately 170 unit practice t-shirts for Oasis High School Shark Battalion cadets

**9. SUPERINTENDENT REPORT:**

- A. Jacquelin Collins, Superintendent, Oasis Charter Schools

**10. CITY MANAGER REPORT:**

- A. Mark Mason, Director of Finance, City of Cape Coral
- B. Request for Approval of the Second Amended Master Lease Agreement for All Charter Schools and Facilities - Mark Mason, Finance Director, and Interim Director, Human Resources, City of Cape Coral

**11. CHAIRMAN REPORT:**

- A. Chairman Dr. Guido Minaya

**12. FOUNDATION REPORT:**

- A. Gary Cerny, Foundation President or Jennifer Hoagland, Treasurer

**13. STAFF COMMENT:**

- A. Oasis Elementary North Student Chorus
- B. Tammy Daniels, Transportation Manager, Oasis Charter Schools
- C. Jackie Corey, Principal, Oasis High School

**14. UNFINISHED BUSINESS:**

- A. No Activity

**15. NEW BUSINESS:**

- A. Request for Approval of the Joint Use Inter Local Agreement Between the Cape Coral Charter School Authority, and the City of Cape Coral, Florida, a Municipal Corporation acting by and through its City Council - Superintendent Jacquelin Collins
- B. Request for Approval of the Oasis Elementary North Schoolwide Improvement Plan (SIP) 2023-2024 - Jacquelin Collins, Superintendent, Oasis Charter Schools
- C. Request for Approval of the Oasis Middle School Schoolwide Improvement Plan (SIP) 2023-2024 - Jacquelin Collins, Superintendent, Oasis Charter Schools
- D. Request for Approval of the AMENDED Oasis Charter Schools Instructional Calendar SY 2023-2024 - Superintendent Jacquelin Collins

**16. FINAL BOARD COMMENT AND DISCUSSION:**

**17. TIME AND DATE OF NEXT MEETING**

- A. The Next Regular Governing Board Meeting will be held on Tuesday, October 10, 2023 at 5:30p.m., in Cape Coral City Council Chambers, 1015 Cultural Park Blvd., Cape Coral, FL 33990

**18. ADJOURNMENT:**

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

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

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

<b>Item Number:</b>	<b>1.A.</b>
<b>Meeting Date:</b>	<b>9/12/2023</b>
<b>Item Type:</b>	<b>CALL TO ORDER</b>

**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: 9/12/2023**

**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:** 9/12/2023

**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:**

<b>Item Number:</b>	<b>4.A.</b>
<b>Meeting Date:</b>	<b>9/12/2023</b>
<b>Item Type:</b>	<b>ROLL CALL:</b>

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Chairman Dr Guido Minaya, Vice Chair Kristifer Jackson, Mykisha Atisele, Karen Michaels, Keith Long, District 6, Cathy Stout. Parent Representatives: Jennifer Hoagland/OHS, Gregory Schade/OMS, Jose Soto/OES

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**Item Number: 5.A.**

**Meeting Date:** 9/12/2023

**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, August 15, 2023

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Description	Type
GB MINUTES AUG 15 2023	Backup Material



# GOVERNING BOARD MINUTES

## *Regular Meeting*

### City of Cape Coral Charter School Authority Governing Board

City of Cape Coral Council Chambers  
Tuesday, August 15, 2023

#### 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, August 15, 2023 at City of Cape Coral Council Chambers, 1015 Cultural Park Blvd., Cape Coral, FL 33990. Chair Minaya called the meeting to order at 5:30p.m.

#### 2. Moment of Silence

Chair Minaya

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

Chair Minaya

#### 4. Roll Call

Chair Minaya, Vice Chair Melissa Rodriguez Meehan, Mykisha Atisele, Kristifer Jackson, Keith Long, Karen Michaels. Parent representatives: Jennifer Hoagland, OHS/SAC, Jose Soto, OES

Absent: Cathy Stout

Also Present: Jacquelin Collins, Superintendent

Jackie Corey, Principapl, OHS

Dr Brianne Romano, Assistant Principal, OHS

Marybeth Grecsek, Principal, OES

Carrie Abes, Assistant Principal, OES

Kevin Brown, Principal, OEN

Kelly Weeks, Assistant Principal, OEN

Dr John Omundsen, Director K-12 STEM INNOVATION

Mark Moriarty, Assistant City Attorney, CCC  
Mark Mason, Finance Director and Interim Human Resources Director, CCC  
Crystal Feast, Deputy Finance Director, CCC  
Nicole Reitler, Management/Budget Administrator, CCC  
Kassandra Penner, Senior Management/Budget Analyst, CCC  
Andrea Clark, Senior Accountant, CCC  
Jennifer Koehn, Assistant Accounting Manager, CCC  
Angela Cline, Human Resources, CCC  
Rigo Chacon, Public Works/Facilities, CCC  
Damon Grant, Public Works/Facilities Project Manager, CCC  
Gary Cerny, Foundation President

**5. Approval of Minutes**

*Motion made by Member Long, Second by Member Michaels to Approve the Minutes of the Charter School Authority Regular Governing Board Meeting held on Tuesday, June 13, 2023. Unanimous.*

**6. Approval of Regular Agenda Meeting**

*Motion made by Vice Chair Jackson, Second by Member Long to Approve the Agenda of the Regular Governing Board Meeting on Tuesday, August 15, 2023. Unanimous.*

**7. Public Comment**

*No Activity*

**8. Consent Agenda**

*Motion made by Member Jackson, Second by Member Long to Approve the Consent Items as Presented. UNANIMOUS*

8A. APPROVED Request for Approval to Reallocate the Balance of the Oasis STEM Program Donated Funds SY 2021-2022, and the Balance of Oasis STEM Program Donated Funds SY 2022-2023, in the total amount of \$24,415.60, back to the Oasis Charter Schools to be Used for the Continued Funding of the City of Cape Coral Charter School Authority STEM Initiatives - Dr John Omundsen, Director, Oasis STEM K-12 Education

8B. APPROVED Request for Approval of the City of Cape Coral Oasis Charter Schools Teachers-Out-of-Field Notification List SY 2023-2024 - Superintendent Collins

- 8C. **APPROVED** Request for Approval, Adoption, Amendment, or Repeal of the Proposed NEOLA Policies Special Update, Volume 23, No. 2, January 2023 Revisions - Superintendent Collins These policies can be viewed in full at: <https://www.capecharterschools.org> CLICK Governing Board CLICK Meetings SCROLL DOWN TO "NEOLA POLICY UPDATES" CLICK NEOLA POLICY UPDATES AUGUST 2023 CLICK NEOLA POLICY UPDATES AUG 2023 PART 2

**9. Superintendent's Report**

- 9A. **UPDATES:** Provided pictures and highlights of successful back to school days, SY2023-2024, Oasis Elementary North Portables update, OCS transportation ridership at an all-time high, outdoor classrooms are in last stages of development, the football field is in progress, school-parent/guardian communications platform has new vendor that is less expensive but offers features that meet our system demands, playgrounds at OEN, OES are on schedule, OHS AICE diplomas awarded with 75% student pass rate, plans for the next strategic planning session are in development and workshop dates will be announced, FY23 successfully closed out, etc.
- 9C. **PROFESSIONAL DEVELOPMENT:** Superintendent Collins will be attending the Chamber of Commerce of Cape Coral's Annual Women in Leadership Conference, on September 1, 2023.

The OCS Leadership Team has finalized plans to attend the Aurora Institute Symposium 2023, October 15-17, 2023, in Palm Springs, CA

**10. City Manager's Report**

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

- 10A. **APPROVED** - Request for Approval of the FY 2023 Budget Amendment 1- Mark Mason, Finance Director, CCC. *Motion made by Member Jackson, Second by Member Long. Unanimous*

**11. Chairman's Report**

- ResilientLee Recovery Taskforce Updates.
- Florida Charter School Governance Conference 2023 - Saturday, September 9, 2023, 8:00am-4:00pm, Jacksonville, Florida **LIVE ATTENDANCE OR VIRTUAL**

12. Foundation Report

*Gary Cerny, Foundation President*

- Preparing for scholarship events and school support for upcoming year.

13. Staff Comment

No Activity

14. Unfinished Business

No Activity

15. New Business

15A. POSTPONED INDEFINITELY **This agenda item has been postponed indefinitely.**

**Motion made by Vice Chair Kristifer Jackson, Second by Member Michaels. Unanimous**  
Request for the Approval of the Inter Local Agreement between the City of Cape Coral Charter School Authority and the City of Cape Coral, a Florida municipal Corporation, Acting by and through its City Council, to Enter into an Agreement set forth in the Terms and Conditions Regarding the Joint Use of Jim Jeffers Park and Oasis Elementary North - Superintendent Collins

15B. APPROVED Request for Approval to Move the Cape Coral Charter School Authority Regular Governing Board Meeting Date in the Month of June, to the Fourth Tuesday of the Month of June, in order to Accommodate the Mandatory August Submission Date for the School District of Lee County Mental Health Allocation Plan- Superintendent Collins. *Motion made by Vice Chair Jackson, Second by Member Atisele. Unanimous*

16. Final Board Comment and Discussion

Chair Minaya: Pleased with start of new school year and the City/Charter departments collaboration is positive and moving forward on projects like the portables, etc. Wishes students, teachers and staff a successful new school year and encourages citizen participation in the ResilientLee forums.

Vice Chair Jackson: Congratulated teachers/students/staff on successful start of new school year. Keep up the good work! Looking forward to what the new school year brings.

Member Atisele: First days in parent car line were smooth and well managed by staff. Congratulations to all school teams and she's looking forward to a positive year for all Oasis students/staff.



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

The next Regular Governing Board Meeting will be held on Tuesday, September 12, 2023 at 5:30p.m., at Oasis Elementary North - Cafeteria, 2817 SW 3<sup>rd</sup> Lane, Cape Coral, FL 33991

**18. Adjournment**

The Governing Board Regular Meeting adjourned at 6:34p.m.

Respectfully Submitted,

Kathleen Paul-Evans

Charter School Authority Board Secretary

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Secretary

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Date of approval

**Item Number: 5.B.**

**Meeting Date:** 9/12/2023

**Item Type:** APPROVAL OF MINUTES:

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School  
Authority

**TITLE:**

Approval of the Minutes of the Special Meeting of the Cape Coral Charter School Authority  
Governing Board on Friday, August 18, 2023

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

Description	Type
□ GB SPECIAL MEETING MINUTES AUG 18 2023	Backup Material



# GOVERNING BOARD MINUTES

## *SPECIAL MEETING*

### City of Cape Coral Charter School Authority Governing Board City of Cape Coral Council Chambers Friday, June 18, 2023

#### 1. Call to Order

Chairman Dr. Guido Minaya

A Special Meeting of the City of Cape Coral Charter School Authority Governing Board of Lee County, Florida, was held on Friday, August 18, 2023 at City of Cape Coral Council Chambers, 105 Cultural Park Blvd., Cape Coral, FL 33990. Chair Minaya called the meeting to order at 3:30p.m.

#### 2. Moment of Silence

Chair Minaya

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

Chair Minaya

#### 4. Roll Call

Chair Minaya, Vice Chair Kristifer Jackson, Mykisha Atisele, Keith Long, Karen Michaels. Absent: Cathy Stout

Also Present: Jacquelin Collins, Superintendent

Dr Brianne Romano, Assistant Principal, OHS

Marybeth Grecsek, Principal, OES

Kelly Weeks, Assistant Principal, OEN

Dr Brianne Romano, Assistant Principal, OHS

Tiffany Corbin, Charter Schools Social Worker

Mark Moriarty, Assistant City Attorney, CCC

5. **Agenda Items**

*APPROVED Motion made by Vice Chair Jackson, Second by Member Long. Unanimous Request for Approval of the City of Cape Coral Oasis Charter Schools 2023-2024 Mental Health Application Plan Including Part I: Youth Mental Health Awareness Training Plan, and Part II: Mental Health Assistance Allocation Plan, which is to be immediately Submitted to the School District of Lee County - Superintendent Jacquelin Collins*

Superintendent Collins provided governing board members with the details of the plans and answered any outstanding questions.

6. **Time and Date of Next Regular Meeting**

The Next Regular Cape Coral Charter School Authority Governing Board Meeting will be held on Tuesday, September 12, 2023 at 5:30p.m., at Oasis Elementary North - Cafeteria, 2817 SW 3<sup>rd</sup> Lane, Cape Coral, FL 33991

7. **Adjournment**

The Governing Board Regular Meeting adjourned at 3:54 p.m.

Respectfully Submitted,

Kathleen Paul-Evans

Charter School Authority Board Secretary

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Secretary

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Date of approval

Item Number:	6.A.
Meeting Date:	9/12/2023
Item Type:	APPROVAL OF AGENDA REGULAR MEETING:

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School  
Authority

**TITLE:**

Approval of the Agenda for the Regular Governing Board Meeting, September 12, 2023

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

<b>Item Number:</b> 7.A. <b>Meeting Date:</b> 9/12/2023 <b>Item Type:</b> PUBLIC COMMENT:
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**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

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

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

<b>Item Number:</b> 8.A. <b>Meeting Date:</b> 9/12/2023 <b>Item Type:</b> CONSENT AGENDA:
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**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Request for Approval of the TAPS 23A-097 School Hardening Grant for the Safety & Security of the City of Cape Coral Oasis Charter School Buildings in the Amount of: Oasis Elementary South, \$6,000; Oasis Elementary North, \$5,541; Oasis Middle School, \$5,000; Oasis High School, \$5,267

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▣ TAPS 23A-097 SEP 2023	Backup Material

**School Name:** Oasis Elementary South

Principal: MaryBeth Grecsek

(1)	(2)	(3)	(4)	(5)	(6)
FUNCTION	OBJECT	ACCOUNT TITLE AND NARRATIVE	FTE POSITION	AMOUNT	% ALLOCATED to this
8100	640	5 Classroom door locks replaced to make classrooms more secure (FSSAT: 7.6.1)		\$6,000.00	100%
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		Total			\$6,000.00



School Name:		Oasis Charter North	School MSID: 36-4151	Principal: Kevin Brown		
(1)	(2)	(3)	(4)	(5)	(6)	
FUNCTION	OBJECT	ACCOUNT TITLE AND NARRATIVE	FTE POSITION	AMOUNT	% ALLOCATED to this	
				\$0.00	0%	
7400	640	Security Cameras		\$5,541.00	100%	
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				\$0.00	0%	
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(1) FUNCTION	(2) OBJECT	(3) ACCOUNT TITLE AND NARRATIVE	(4) FTE POSITION	(5) AMOUNT	(6) % ALLOCATED to this
				\$0.00	0%
				\$0.00	0%
7400	640	Remote video doorbell, buzzer to be purchased and installed at the main entrance doors to our classroom building - aligns to FSSAT 7.7.3		\$5,000.00	100%
				\$0.00	0%
				\$0.00	0%
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		Total		\$5,000.00	

## Project Performance Accountability Form (900D) -- TAPS 23A-097

### Definitions

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

School Name: Oasis Middle MSID#: 36- 4171 Principal: Donnie Hopper

Scope of Work Tasks/Activities	Deliverables (product or service)		Evidence (verification)	Due Date (completion)	Unit Cost (optional)
Remote video doorbell, buzzer to be purchased and installed at the main entrance doors to our classroom building	Remote video doorbell/buzzer		Purchase order Invoice Photo of equipment	March 31, 2023	5,000

Note: Add additional lines if necessary

DOE 900D

School WorkBook -- SAFETY and SECURITY of SCHOOL BUILDINGS HARDENING Grant -- TAPS 23A-097

School Name **Oasis High School**

School MSID: 36- 4181

Principal: Dr. Christina Britton

(1) FUNCTION	(2) OBJECT	(3) ACCOUNT TITLE AND NARRATIVE	(4) FTE POSITION	(5) AMOUNT	(6) % ALLOCATED to this
				\$0.00	0%
				\$0.00	0%
		Complete Line 1 before proceeding with this Budget Narrative page		\$0.00	0%
7400	670	Replace outside security lighting on both buildings		\$3,167.00	0%
7400	670	Repair and secure fences-guide wires along bottom of fence		\$2,100.00	0%
				\$0.00	0%
				\$0.00	0%
				\$0.00	0%
				\$0.00	0%
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				\$0.00	0%
		Total		\$5,267.00	





FLORIDA DEPARTMENT OF  
EDUCATION  
fldoe.org

## Florida Safe Schools Assessment Tool Cover Sheet

The information contained in this document is confidential and exempt from release as a public record pursuant to sections 119.07(3), 281.301, 286.0113(4), and 1006.1493(5), Florida Statutes.

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--

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**CONFIDENTIAL**

# FSSAT ASSESSMENT REPORT

Oasis Middle School (4171)

3507 Oasis Blvd

Cape Coral FL 33914-4914

January 23, 2023

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## **1 1. About this Assessment**

### **1.1 1.1 Important**

1.1.1 Before starting this assessment, please read and acknowledge all statements on this page.:

**Acknowledge**

### **1.2 1.2 Confidentiality Disclaimer**

1.2.1 Information contained in the Florida Safe Schools Assessment Tool (FSSAT) is confidential and exempt from release as a public record pursuant to sections 119.071(3), 281.301, 286.0113, and 1006.1493(5), Florida Statutes (2022). Copying or sharing this information outside the context in which it was provided is strictly prohibited.:

**Yes, I have read and understood this statement.**

### **1.3 1.3 Assessment Teams**

1.3.1 The school leadership team should select appropriately qualified school and district personnel to assist in the completion of this assessment. Participation in this assessment may include school administration, safe-school officer(s), emergency management, student services, facility management, local law enforcement and fire response/emergency medical services, and members of the behavioral threat assessment team. The school should also follow any guidance and support provided by their district's safe schools office for the assessment process.:

**Yes, I have read and understood this statement.**

1.3.2 Click on the green comment button on this question, then provide the name, title, and organization of all members of the assessment team in the comment field. Update as often as necessary before submitting the assessment.:

**Yes, I have read and understood this statement.**

### **1.4 1.4 Purpose**

1.4.1 The purpose of this assessment is to provide a risk assessment tool for conducting security assessments for use by school officials at each Florida public school site in order to help school officials to identify threats, vulnerabilities, and appropriate safety controls for the schools that they supervise.:

**Yes, I have read and understood this statement.**

1.4.2 This school security risk assessment will be used by the district and the state to identify and prioritize unmet school hardening project needs for each school. Schools which submit assessments that do not identify specific school security needs will not be eligible for the state School Hardening Grant program funds.:

**Yes, I have read and understood this statement.**

### **1.5 1.5 Cover Sheet**

1.5.1 When generating a printed version of this assessment, it is the responsibility of the user to also print out and attach a cover sheet to the report, containing important handling instructions and other information. A pre-formatted cover sheet for this purpose is located at the Help link located in the top right corner of the FSSAT website. (The file name is: Assessment Cover Sheet.pdf.):

**Yes, I have read and understood this statement.**

### **1.6 1.6 Legal Requirements**

1.6.1 References to federal and state laws and rules within this assessment reflect those in effect as of April 1 of this year. Schools and school districts are responsible for all legal requirements upon becoming law.:



**Yes, I have read and understood this statement.**

## **1.7 1.7 Companion Guide**

1.7.1 Before beginning this assessment, download the 2022-2023 School Security Risk Assessment Companion Guide by clicking on Help in the upper right corner, scroll down to the guides section, then click on the 2022-2023 School Security Risk Assessment Companion Guide to open the guide for print or download. This companion guide provides step-by-step instructions for completing this assessment as well as the rationale for the elements included in this assessment. School assessment teams should use the companion guide to ensure the assessment is completed appropriately.:

**Yes, I have read and understood this statement.**

1.7.2 Training tutorial videos, ranging from five to 20 minutes in length, on navigating FSSAT and completing the assessment are located in the Help section of the FSSAT. To access the training videos, click on Help in the upper right-hand corner of FSSAT, then click on Training.:

**Yes, I have read and understood this statement.**

## **1.8 1.8 Family Educational Rights and Privacy Act (FERPA)**

1.8.1 In 2019, the U.S. Department of Education issued guidance with FAQs for School Resource Officers and School Law Enforcement Units which acknowledges that FERPA provides the flexibility to disclose Personally Identifiable Information (PII) from student education records in certain limited situations in order to advance school safety and security. The guidance also addresses the difference between education records and law enforcement unit records for the purposes of FERPA. Go to the Help section of FSSAT to find additional information under Resources. In addition, the USDOE guidance document is located on its FERPA webpage. Copy and paste the following URL into your browser to access the information on FERPA's website: <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>:

**Yes, I have read and understood this statement.**

## **1.9 1.9 Critical School Information**

1.9.1 Information regarding the emergency contacts for the school, response jurisdictions the school falls within, and specific data and infrastructure information for the school campus is used by state and local emergency managers for emergency planning and priority restoration efforts. It is critical that this information remains accurate and current.:

**Yes, I have read and understood this statement.**

1.9.2 Review the Points of Contact section in the Asset application for this school to ensure school emergency contacts, utility providers, and response agency contacts are listed. The point of contact name, point of contact title AND agency, address, and phone number, must be listed. Open the info-help for this statement to see the list of emergency contacts required.:

**Yes, I have reviewed and updated this information.**

1.9.3 Review the School Data and Infrastructure section in the Asset application for this school to ensure all fields are completed.:

**Yes, I have reviewed and updated this information.**

## **1.10 1.10 Deadlines**

1.10.1 Florida law requires that by October 1 of each year, a school security risk assessment be conducted in collaboration with the appropriate public safety agencies at each public school using the Florida Safe Schools Assessment Tool. Districts are required to report to the Department of Education that all public schools within the school district have completed this school security risk assessment. Additionally, district school safety specialists are required to report assessment findings to the district superintendent and the district school board. Therefore, it is imperative that each school adheres to any deadlines for completion set by the school district. This applies to both charter schools and traditional public schools.:

**Yes, I have read and understood this statement.**

## **1.11 1.11 Question Icon Guidance**

**1.11.1 More info:** Clicking on the more info icon/button (also known as helper text) opens additional instructions or guidance for that question. It is the first icon attached to each question and looks like a green call-out bubble with the letter i in the middle. Try it now, click on the more info button to reveal additional information for this question.:

**Acknowledge**

**1.11.2 Add comment:** Clicking on the add comment icon/button opens a box that allows you to provide a description or explanation for the structured response you provided for the question. Some response options will request you provide an explanation, this is where you will enter that information.:

**Acknowledge**

**1.11.3 Add photo:** Clicking the add photo icon/button opens an attach photo box that allows you to either drag and drop a photo or other document into that question. You can also click the attach photo box to open a dialog box/file explorer to select a file from your computer. You may add most any file format to a question if the file size is under 12MB.:

**Acknowledge**

## 2 2. School Data

### 2.1 2.1 Purpose

2.1.1 Every school is unique in its physical characteristics, population, and surrounding area. The purpose of this section is to provide a profile of your school to the assessment team. The information provided in this section along with the School Data and Infrastructure information from the Asset application will aid in assessing risk and serve as a basis for providing options for consideration for your school's ongoing security implementation plan and prioritizing security projects and programs.:

**Yes, I have read and understood this statement.**

### 2.2 2.2 School Type

2.2.1 Please select the school type for this campus.:

**Charter School**

### 2.3 2.3 History

2.3.1 What concerning adverse incidents/disruptions is the school working to resolve or mitigate?:

**Bullying/harassment**

2.3.2 Select the types of natural hazards that have threatened school property within the last three (3) years.:

**Hurricanes, tropical storms, and coastal storms, Severe storms, thunderstorms, lightning, and tornadoes**

2.3.3 When is the last time school administrators/staff responsible for reporting school incident data participated in School Environmental Safety Incident Report (SESIR) training? (See state law requirement in Info):

**One+ to two years ago**

2.3.4 How many school administrators/staff at this school have participated in SESIR training?:

**1**

2.3.5 Select the following actions conducted by school administrators/staff in regards to school safety incident reports occurring at this school. (See state law requirement in Info):

**Review arrest information (if applicable), Analyze incidents are coded for accuracy, Ensure follow-up was completed (as appropriate)**

### 2.4 2.4 Community Resources

2.4.1 Is the school campus used for community activities during school hours?:

**No**

2.4.2 Is the school campus used for community activities after or otherwise outside of school hours?:

**Yes**

2.4.3 Are there written procedures on the use of school facilities after-hours? (See best practice in Info):

**No**

### 2.5 2.5 Information Sharing

2.5.1 Does the school share intelligence information with any of the following external partners? (See best practice in Info):

**Local police department, School district office**

2.5.2 Does the school have a social media monitoring program in coordination with the following?:

**Internal monitoring only, Other (describe)**

### 3 7. Strategic Security Plan

#### 3.1 7.1 Purpose

7.1.1 Take a moment to review the remarks and considerations provided throughout the assessment. Use these as a basis to develop a strategic security plan and prioritize security enhancements that balance needs and resources. The information provided in this section will support strategies, actions, and fiscal efforts at the school, district, and state levels. You may be asked to provide this information to justify future funding support for security and emergency planning efforts. This section will be used to validate funding assistance requests related to Florida Department of Education physical security grant applications. Applications for the Florida Department of Education's physical security hardening grants must reflect recommendations in this assessment.:  
**Yes, I have read and understood this statement.**

#### 3.2 7.2 Implementation Timeline Guidance

7.2.1 Level 1: Near term means the identified project or enhancement can be implemented within the first 30-90 days of this school year:

**Acknowledge**

7.2.2 Level 2: Fiscal year projects are slightly more complex and may take the school or district three to 12 months to implement, but plan to complete before the next school year begins.:

**Acknowledge**

7.2.3 Level 3: Long-term projects are complex projects that may require multiple layers of approval, major construction, or have more technical requirements and may take up to two to five years to implement.:

**Acknowledge**

7.2.4 Level 4: Ongoing sustainment means the school or district has implemented the project and is currently maintaining the feature, equipment, or program, is re-evaluating regularly for improvements and planning for end of life/replacement.:

**Acknowledge**

7.2.5 Does Not Exist/Unable To Implement: Selecting this means that your school cannot physically support this resource at the time of this assessment (see info for example).:

**Acknowledge**

#### 3.3 7.3 Return on Investment

7.3.1 What physical security measures did this school implement or enhance based on the school security risk assessments conducted in 2021-2022? For any categories checked, please provide a brief description of the enhancement(s) in comments.:

**Classroom door locks, Security cameras**

7.3.2 Review your incident data for the 2021-2022 school year and previous years. Does the data reflect any reduction in incidents in the following areas at your school after implementing enhanced physical security controls (select all that apply)?:

**Other observable benefit (describe)**

7.3.3 Select any categories that experienced an increase in incidents for the 2021-2022 school year from the previous year(s):

**Data remained consistent**

#### 3.4 7.4 Safety and Security Personnel Enhancement

7.4.1 Based on the FSSAT Assessment and Campus Tour, where would you place additional security personnel if resources were available?:

**Entrance gate and exit gate.**

**At the exit gate, vehicles often times enter after a vehicle has exited and the gate remains open for even a few seconds.**

7.4.2 Are there any constraints to implementing the safety and security personnel considerations provided by the assessment team?:

**Funding**

7.4.3 School Safety/Security Support Personnel: What is the estimated timeline for enhancing this resource?:

**Level 4: None, maintaining sustainment of current resources**

### **3.5 7.5 Perimeter and Non-Exclusive Zone Security Enhancement**

**7.5.1** Based on the FSSAT Assessment and Campus Tour, where would you place additional security enhancements at the perimeter and exclusive zone if resources were available?:

**None are needed at this time.**

**7.5.2** Select and describe any constraints to implementing the perimeter security considerations provided by the assessment team.:

**None**

**7.5.3 \* Fencing:** What is the estimated timeline for adding or enhancing this security feature?:

**Level 4: None, maintaining sustainment of current resources**

**7.5.4 \* Gates:** What is the estimated timeline for adding or enhancing this security feature?:

**Level 4: None, maintaining sustainment of current resources**

**7.5.5 \* Exterior Lighting:** What is the estimated timeline for adding or enhancing this security feature?:

**Level 4: None, maintaining sustainment of current resources**

**7.5.6 \* Signage:** What is the estimated timeline for adding or enhancing this security feature?:

**Level 4: None, maintaining sustainment of current resources**

**7.5.7 \* Bollards, parking and driveway enhancements:** What is the estimated timeline for adding or enhancing this safety feature?:

**Level 4: None, maintaining sustainment of current resources**

### **3.6 7.6 Building Envelope and Interior/Exclusive Zone Security Enhancement**

**7.6.1** Based on the FSSAT Assessment and Campus Tour, where would you place additional building envelope and interior/exclusive zone security if resources were available?:

**Many of the exterior doors need to be replaced - see pictures in Section 6.**

**7.6.2** Are there any constraints to implementing the physical security considerations provided by the assessment team in the Campus Tour section of this assessment?:

**Funding**

**7.6.3 \* Entryway Hardening:** What is the estimated timeline for adding or enhancing this security feature?:

**Level 2: Fiscal year (before the end of the fiscal year)**

**7.6.4 \* Window Hardening:** What is the estimated timeline for adding or enhancing this security feature?:

**Level 4: None, maintaining sustainment of current resources**

**7.6.5 \* Door Locks:** What is the estimated timeline for adding or enhancing this security feature?:

**Level 3: Long term (project will take up to two to five years to implement)**

**7.6.6 Interior Lighting:** What is the estimated timeline for adding or enhancing this security feature?:

**Level 4: None, maintaining sustainment of current resources**

**7.6.7 \* Fixed Screening Equipment:** What is the estimated timeline for adding or enhancing this security feature?:

**Level 4: None, maintaining sustainment of current resources**

**7.6.8 Portable Screening Equipment:** What is the estimated timeline for adding or enhancing this security feature?:

**Level 4: None, maintaining sustainment of current resources**

**7.6.9 First Aid Resources:** What is the estimated timeline for adding or enhancing this safety feature?:

**Level 4: None, maintaining sustainment of current resources**

### **3.7 7.7 Technological Security Enhancement**

**7.7.1** Based on the FSSAT Assessment and Campus Tour, what additional technology measures would you add if resources were available?:

**Remote buzzer to open hallway doors at breezeway, allowing students to enter without an escort.**

**7.7.2** Are there any constraints to implementing the technological security considerations provided by the assessment team?:

**Funding**

7.7.3 \* Access Control Systems: What is the estimated timeline for adding or enhancing this security feature?:

**Level 3: Long term (project will take up to two to five years to implement)**

7.7.4 \* Video Surveillance Equipment: What is the estimated timeline for adding or enhancing this security feature?:

**Level 4: None, maintaining sustainment of current resources**

7.7.5 \* Signal Amplifiers: What is the estimated timeline for adding or enhancing this security feature?:

**Level 4: None, maintaining sustainment of current resources**

7.7.6 Handheld Radios for Security Staff And Monitors: What is the estimated timeline for adding or enhancing this security feature?:

**Level 4: None, maintaining sustainment of current resources**

7.7.7 \* Mass Communication Systems: What is the estimated timeline for adding or enhancing this security feature?:

**Level 4: None, maintaining sustainment of current resources**

7.7.8 Phone System Enhancements: What is the estimated timeline for adding or enhancing this security feature?:

**Level 4: None, maintaining sustainment of current resources**

7.7.9 \* Visitor Management System Software: What is the estimated timeline for adding or enhancing this security feature?:

**Level 4: None, maintaining sustainment of current resources**

7.7.10 \* Fixed Panic Alarms or Equipment: What is the estimated timeline for adding or enhancing this security feature?:

**Level 4: None, maintaining sustainment of current resources**

7.7.11 Anomaly Detection Equipment: What is the estimated timeline for adding or enhancing this security feature?:

**Does not exist/unable to implement**

7.7.12 Security-Related Software: What is the estimated timeline for adding or enhancing this security feature?:

**Level 4: None, maintaining sustainment of current resources**

### **3.8 7.8 Policies and Procedures**

7.8.1 Based on the FSSAT Assessment and Campus Tour, what safety/security related policies/procedures were identified for improvement?:

**None were identified.**

7.8.2 Safety/Security-Related Policy/Procedure: What is the estimated timeline for adding or implementing this activity?:

**Does not exist/unable to implement**

### **3.9 7.9 Training Enhancement**

7.9.1 Based on the FSSAT Assessment and Campus Tour, what additional training programs or training processes would you add if resources were available?:

**Ensure all appropriate staff take SESIR Training.**

7.9.2 Are there any constraints to implementing the training considerations provided by the assessment team?:

**None**

7.9.3 SESIR Training: What is the estimated timeline for adding or implementing this training?:

**Level 2: Fiscal year (before the end of the fiscal year)**

7.9.4 Emergency Response Training: What is the estimated timeline for adding or implementing this training?:

**Level 4: None, maintaining sustainment of current resources**

7.9.5 Mental Health Training: What is the estimated timeline for adding or implementing this training?:

**Level 3: Long term (project will take up to two to five years to implement)**

7.9.6 Threat Assessment Team Training: What is the estimated timeline for adding or implementing this training?:

**Level 4: None, maintaining sustainment of current resources**

### **3.10 7.10 Community Collaboration Enhancement**

7.10.1 Based on the FSSAT Assessment and Campus Tour, what additional community collaboration programs or processes would you add if resources were available?:

**Additional and upgrade key lock boxes have been requested.**

7.10.2 Are there any constraints to implementing the community collaboration considerations provided by the assessment team?:

**Funding**

7.10.3 \* Responder Access Management Equipment: What is the estimated timeline for adding or implementing this resource?:

**Level 2: Fiscal year (before the end of the fiscal year)**

7.10.4 Responder Familiarization Activities: What is the estimated timeline for adding or implementing this activity?:

**Level 4: None, maintaining sustainment of current resources**

7.10.5 Community Engagement: What is the estimated timeline for adding or implementing this activity?:

**Does not exist/unable to implement**

**Item Number: 8.B.**  
**Meeting Date: 9/12/2023**  
**Item Type: CONSENT AGENDA:**

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Request for Approval of the Purchase of Oasis High School Classroom Furniture in the Amount of \$124,532.00, which is to be Purchased with ESSER III Amendment Funds

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▯ OHS DESKS/CHAIRS ESSER III SEP 2023	Backup Material





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

**TO:** Cape Coral Charter School Authority Governing Board  
**THRU:** Jacquelin Collins, Superintendent, Oasis Charter Schools  
**FROM:** Jackie Corey, Principal, Oasis High  
**DATE:** August 25, 2023  
**SUBJECT:** Desks & Chairs Purchase

---


### Background

Oasis High School currently has mixed furniture in classrooms. Some of the classrooms have long tables and chairs, where other classrooms have desk with attached chairs. The desks and chairs we would like to purchase will not only improve engagement through collaboration, but it will also maximize classroom space.

### Request for Approval

Oasis High school is requesting The Cape Coral Charter School Authority Governing Board, to approve the purchase of 700 desks and 400 chairs at the total cost of \$124,532.00. This purchase includes delivery and installation of the desk and chairs. The invoice will be paid from ESSER III funds, these funds were created for items like this should we need to increase social distancing.

Sincerely,



Jackie Corey  
Principal, Oasis High School

Ernie Morris Enterprises, Inc.  
P O Box 818  
Bushnell FL 33513  
Tel: 352-793-2745 Fax: 352-793-2778  
www.erniemorris.com



Quote Number: **B230808-5**  
Date: 8/8/2023  
Valid Until: 9/8/2023

This quote prepared for:

**Oasis High School**  
**Lee County School District**  
3519 Oasis Blvd



### QUOTATION

for furniture Delivered and Installed

Quoted by: **David Caldwell**  
352-793-2745  
dcaldwell@erniemorris.com

**BID# B187337RC**

Cape Coral FL 33914

	Part Number		Qty	List	Sell	Ext Sell
	<b>ACB 7SD3AS</b>	7SD Series, 3L 22"-30" ADJ, Solid Plastic	700	\$380.00	\$165.68	\$115,976.00
	3	Nylon				
	5	Chrome				
	J	Grey Spectrum (Solid Plastic)				
	<b>ACB D10A</b>	Discover, 4L Chair, 18", A/B Shell	400	\$115.00	\$50.14	\$20,056.00
	3	Nylon				
	5	Chrome				
	M	Navy Indigo				
					Subtotal:	\$136,032.00

<b>EMEI DISCOUNT</b>	Additional Volume Discount	-\$11,500.00	-\$11,500.00	-\$11,500.00
----------------------	----------------------------	--------------	--------------	--------------

**Total including Delivery and Installation:** \$300,500.00 **\$124,532.00**

Sales Tax, if applicable, will be added to your invoice.

Approved By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Date: \_\_\_\_\_  
PO: \_\_\_\_\_



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For assistance, please contact:

Jason Rapp

Phone: 866-619-0260

Fax: 866-619-0261

[jason.rapp@schooloutfitters.com](mailto:jason.rapp@schooloutfitters.com)

## Quote Summary

Quote #: QUO11426795

Work Order #: WOR1013842

Valid through: 08/26/2023

**Bill to:**

Oasis High School  
Roxie Gomez  
3519 Oasis Blvd  
Cape Coral FL 33914-4914 USA

Phone: 1 (239) 541-1167

Fax: N/A

Email: [Roxie.Gomez@capecharterschools.org](mailto:Roxie.Gomez@capecharterschools.org)




**Ship to:**

Oasis High School  
Roxie Gomez  
3519 Oasis Blvd  
Cape Coral FL 33914-4914 USA

Phone: 1 (239) 541-1167

Fax: N/A

Email: [Roxie.Gomez@capecharterschools.org](mailto:Roxie.Gomez@capecharterschools.org)

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
1.	LNT-INM3018-SO	<a href="#">Shapes Series School Chair (18" H)</a>  <b>Options:</b> ■ Chair – Navy (+ \$0.00) <b>Ships in 24 hours</b> <b>Estimated Delivery:</b> 4 business days after order confirmation <b>Comments:</b> Please contact your Florida account manager Jason Rapp at 866-619-0260 or <a href="mailto:jason.rapp@schooloutfitters.com">jason.rapp@schooloutfitters.com</a> for additional information. I am here to help you find the right solutions for your business and learning environments.	376	\$159.76	52%	\$76.68	\$28,831.68
2.	LNT-INM1031-SO	<a href="#">Boomerang Collaborative Desk w/o Wire Box</a>  <b>Options:</b> ■ Desktop – Gray Spectrum (+ \$0.00) <b>Ships in 24 hours</b> <b>Estimated Delivery:</b> 4 business days after order confirmation	600	\$399.76	52%	\$189.89	\$113,934.00
3.	ISN-INSTALL	Installation: ISN-INSTALL  <b>Details:</b> InstallNet	1			\$19,985.25	\$19,985.25

### Shipping & Handling Breakdown

Items Shipping From:	Shipping Via:	Service(s) Included:
SO-SGL Warehouse	ABF TRUCKLOAD	
InstallNet	LTL-BEST	

Product SubTotal: \$142,765.68

Install: \$19,985.25

Shipping & Handling: \$0.00

Sales Tax: 0.00

**Grand Total: \$162,750.93**

### Important Shipping Information

Shipping is tail gate, requiring customer to unload from truck. Lift gate and inside delivery are available for additional charges.

Please remember to inspect your order at the time of delivery. Do not throw away any of the original packaging until inspection is completed. Any missing parts or damages must be reported to customer service at 1-866-619-1776 within 5 business days of delivery.

All quotations are for tailgate delivery, F.O.B. factory, unless otherwise noted.

### Sales Representative Comments

Due to the continuous fluctuation with cost of products, increased shortage of raw materials and increased transportation demands, it is important to finalize your ordering needs soon. Please contact us for any assistance needed to proceed with your order.

Please contact your Florida account manager Jason Rapp at 866-619-0260 or [jason.rapp@schooloutfitters.com](mailto:jason.rapp@schooloutfitters.com) for additional information. I am here to help you find the right solutions for your business and learning environments.

Thank you for the opportunity to earn your business.

---

**For Assistance:** Jason Rapp • Phone: 866-619-0260 • Fax: 866-619-0261 • [jason.rapp@schooloutfitters.com](mailto:jason.rapp@schooloutfitters.com)

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## Item Details



Learniture

### Shapes Series School Chair (18" H)

The Learniture® Shapes® Series School Chair adds comfortable and stylish seating to your classroom. The flexible, polypropylene seat offers kids ergonomic support where they need it most, and the heavy duty steel frame withstands the rigors of daily use. A smooth back design makes these chairs easy to clean. Shape Series School Chairs stack up to eight high for easy storage. Nylon glides protect floors.

#### Specifications

Product Weight (Lbs):	13
Assembly:	Assembled
Back Size:	15 3/4" W x 15 1/4" D
Casters/Glides:	Non-marring nylon swivel glides
Frame Finish:	Chrome
Frame Material:	16 gauge cold rolled steel frame & 18 gauge tubular steel legs
Other Info:	Greenguard Gold certified Meets BIFMA standards Stacks up to 8 high
Overall Depth:	18 3/4" D
Overall Height:	31 1/2" H
Overall Width:	19" W
Recommended Grade Level:	5th grade - Adult
Seat Height:	18" H
Seat Material:	Polypropylene
Seat Size:	16" W x 16" D
Warranty:	15-year limited
Weight Capacity:	300 lbs

#### Options

Chair Color:

-  Black-NEW
-  Brilliant Blue
-  Graphite-NEW
-  Green Apple
-  Navy
-  Red
-  Wine-NEW

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
1.	LNT-INM3018-SO	<a href="#">Shapes Series School Chair (18" H)</a>	376	\$159.76	52%	\$76.68	\$28,831.68
<b>Options:</b> <input checked="" type="checkbox"/> Chair – Navy (+ \$0.00)							
<b>Comments:</b> Please contact your Florida account manager Jason Rapp at 866-619-0260 or <a href="mailto:jason.rapp@schooloutfitters.com">jason.rapp@schooloutfitters.com</a> for additional information. I am here to help you find the right solutions for your business and learning environments.							



## Item Details



Learniture

### Boomerang Collaborative Desk w/o Wire Box

The Boomerang Collaborative Desk from Learniture® makes it easy to create versatile seating arrangements for your students. Use the desk individually for a more traditional setup, or pair with other desks for group work. The desk features height-adjustable legs to accommodate students of several sizes. A pencil groove keeps writing utensils in place. The hard plastic top resists stains and scratches, and the non-marring glides eliminate floor damage. This desk is backed by a 15-year limited warranty.

#### Specifications

Product Weight (Lbs):	29.5
Assembly:	Required
Casters/Glides:	Nylon swivel glides
Collaborative Group of 4 Dimensions:	52" W x 45" D
Desktop Dimensions:	28" D x 36" W (5/8" thick)
Desktop Material:	Hard plastic w/ wood flour core
Desktop Shape:	Boomerang
Frame Finish:	Powder coat w/ chrome leg inserts
Frame Material:	18-gauge steel upper leg & 16-gauge steel lower leg insert; round tubing  Fully-welded, self-supporting frame w/ double-locking bolts
Other Info:	BIFMA approved when desk is used w/ glides  Greenguard certified
Depth:	28"
Overall Height:	22" - 33" (adjustable)
Overall Width:	36"
Seating Capacity:	1
Warranty:	15-year limited

#### Options

Desktop Color:

☐ Gray Spectrum

☐ Sugar Maple

☐ Caster

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
2.	LNT-INM1031-SO	<a href="#">Boomerang Collaborative Desk w/o Wire Box</a>	600	\$399.76	52%	\$189.89	\$113,934.00
Options:							
<input type="checkbox"/> Desktop – Gray Spectrum (+ \$0.00)							

**Roxie Gomez**

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**From:** Dietz Smith, Leta <LetaDDi@LeeSchools.net>  
**Sent:** Monday, July 24, 2023 9:35 AM  
**To:** Roxie Gomez; Giordani, Cristina; Corey, Jackie  
**Cc:** Andrea Clark  
**Subject:** Re: OHS ESSER III Amendment  
**Attachments:** AMENDMENT FORM.xlsx

Approved 

*Leta Dietz Smith*

**Program Administrator  
Grants & Program Development**

2855 Colonial Blvd, Fort Myers, FL 33966

o: 239-335-1548

[letaddi@leeschools.net](mailto:letaddi@leeschools.net)

**THE SCHOOL DISTRICT OF LEE COUNTY**

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

INTEGRITY | PASSIONATE | PROGRESSIVE

---

**From:** Roxie Gomez <Roxie.Gomez@capecharterschools.org>  
**Sent:** Monday, July 24, 2023 6:53 AM  
**To:** Dietz Smith, Leta <LetaDDi@LeeSchools.net>  
**Cc:** Andrea Clark <aclark@capecoral.gov>  
**Subject:** OHS ESSER III Amendment

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NOTICE: This message originated from outside the District's network.

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Good Morning,

Attached is an amendment from Mrs. Corey for ESSER III. Please let me know if you guys need anything else.

**Roxie Gomez**

**Bookkeeper  
Oasis High School**

239-541-1167

**SUNSHINE LAW & PUBLIC RECORDS CAUTION:**

Most E-mail communications made or received by staff are considered public records that must be retained and, upon request, made available to the public and media. There should be no expectation of privacy. This communication is intended only for the addressee. If you are not the intended recipient, do not copy, disclose, or distribute this message to anyone else. If you have received this communication in error, please contact the sender of the message to inform him or her of the error and then delete this message.





<b>Item Number:</b> 8.C.
<b>Meeting Date:</b> 9/12/2023
<b>Item Type:</b> CONSENT AGENDA:

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Request for Approval and Acceptance of the Florida Gulf Coast University, Richard M. Schulze Foundation 2023 Summer STEM Institute for Teachers in-service STEM teacher training award in the amount of \$1,000 each for the following City of Cape Coral Charter School Authority Teachers: Kori Nelson, Victoria Olszewski, Tracy Zumar, Lynette Stockwell, Jessica Prieto - Oasis Elementary South; Matthew Laubhan, Amy Harrington - Oasis Elementary North; Kelly Henry-Herbst - Oasis Middle School

**SUMMARY:**

FGCU 2023 SCHULZE SUMMER STEM INSTITUTE FOR K-12 TEACHERS

JOINT PARTNERSHIP WITH WHITAKER CENTER FOR STEM EDUCATION AND THE CONSERVANCY OF SWFL

TEACHERS AWARDED \$1,000 EACH TO HELP THEM SUBMIT A VIRTUAL STEM LESSON PLAN BASED ON A 5E MODEL TEMPLATE THAT THEY EXPERIENCED DURING THE SUMMER CAMP.

VIRTUAL SUBMISSION DEMONSTRATING TEACHERS HAVE IMPLEMENTED THE 5E LESSON MODEL IS DUE BY JANUARY 1, 2024.

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

<b>Item Number:</b> 8.D. <b>Meeting Date:</b> 9/12/2023 <b>Item Type:</b> CONSENT AGENDA:
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**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Request for Approval and Acceptance of the Army National Guard Recruiting ARNG Funding Support SY 2023-2024 in the Amount of \$2,500.00, Which is to be Used to Purchase Approximately 170 unit practice t-shirts for Oasis High School Shark Battalion cadets

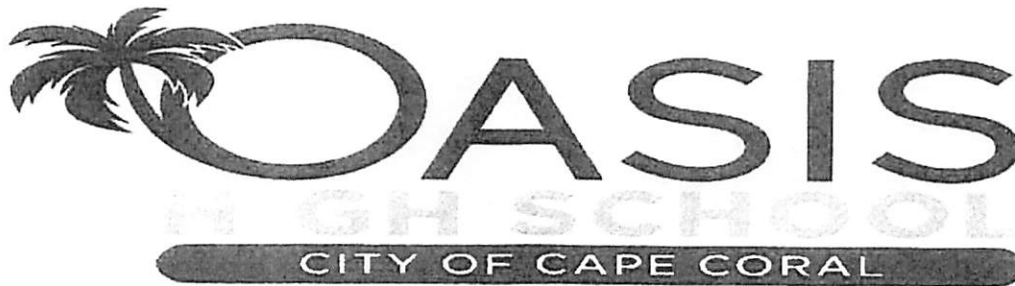
**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▣ JROTC ARNG SY 2023-2024 T-SHIRT DONATION \$2,500	Backup Material



July 17, 2023

**SUBJECT:** Marketing Agreement Letter - Oasis Charter High School and Army National Guard Recruiting

1. **PURPOSE:** The purpose of this agreement is for Oasis Charter High School to formally offer marketing opportunities to the Army National Guard recruiting office.
2. **BACKGROUND:** The Oasis Charter High School JROTC program is an essential part of Oasis with nearly 170 enrolled cadets. Oasis has allowed ARNG recruiters access to our campus for years, however, we are currently requesting increased presence and additional marketing opportunities for all students on our campus.
3. **ARNG MARKETING OPPORTUNITIES:**
  - a) Oasis High School agrees to allow ARNG access to the campus during pre-coordinated lunch hours to set up an informational booth. Recruiters may pass out marketing materials to interested students.
  - b) Oasis High School agrees to allow ARNG marketing banners to be posted in designated areas on campus.
  - c) Oasis High School JROTC program agrees to include an ARNG logo on the unit t-shirt, which will be worn by the entire JROTC Shark Battalion.
  - d) Oasis High School JROTC program agrees to maintain ARNG in full view of cadets/students.
  - e) ARNG recruiters will be invited at a minimum of once per semester as a guest speaker during programmed class hours. Recruiters will have an audience of a minimum of 160 or so cadets / students during each visit for approximately a 30 minute presentation.
4. **ARNG FUNDING REQUEST:** Oasis JROTC Program requests a sum of \$2500.00 in ARNG funding support for unit t-shirts. Cadets are required to wear these t-shirts at a minimum of once a month throughout the school year both on campus as well as throughout the community. The estimated cost for unit t-shirts is \$3500.00.
5. Oasis High School is proud of our current relationship with the Army National Guard and we look to further enhance opportunities for cadets/students to be exposed to the vast amount of educational and employment opportunities the ARNG can provide our scholars after graduation.
6. The point of contact for this memorandum is the undersigned at [thomas.brooks@oasiscs.org](mailto:thomas.brooks@oasiscs.org) or (210) 485-9701

Thomas A Brooks Jr  
*Thomas A Brooks Jr*  
SFC, U.S Army (Retired)

Item Number:	9.A.
Meeting Date:	9/12/2023
Item Type:	SUPERINTENDENT REPORT:

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School  
Authority

**TITLE:**

Jacquelin Collins, Superintendent, Oasis Charter Schools

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**Item Number: 10.A.**

**Meeting**  
**Date:** 9/12/2023

**Item Type:** CITY MANAGER  
REPORT:

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School  
Authority

**TITLE:**

Mark Mason, Director of Finance, City of Cape Coral

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**Item Number: 10.B.**

**Meeting**  
**Date:** 9/12/2023

**Item Type:** CITY MANAGER  
**REPORT:**

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School  
Authority

**TITLE:**

Request for Approval of the Second Amended Master Lease Agreement for All Charter Schools and Facilities - Mark Mason, Finance Director, and Interim Director, Human Resources, City of Cape Coral

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▣ SECOND AMEND MASTR LEASE SEP 2023	Backup Material

**SECOND AMENDED MASTER LEASE AGREEMENT**  
**FOR ALL CHARTER SCHOOLS AND FACILITIES**

**THIS AMENDED LEASE AGREEMENT** (the "Lease") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, ~~2021~~**2023**, by and between the **CITY OF CAPE CORAL, FLORIDA**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 1015 Cultural Park Blvd., Cape Coral, FL 33990, hereinafter referred to as "LESSOR", and **THE CAPE CORAL CHARTER SCHOOL AUTHORITY**, whose address is 3519 Oasis Blvd., Cape Coral, FL 33914, hereinafter referred to as "LESSEE".

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

**ARTICLE I. GENERAL LEASE PROVISIONS**

<b>LESSOR</b>	<b>Name:</b> City of Cape Coral Attn: City Manager <b>Address:</b> 1015 Cultural Park Blvd., Cape Coral, FL 33990 PO Box 150027, Cape Coral, FL 33915-0027 Tel. 239-574-0450; Fax 239-574-0452
<b>LESSEE</b>	<b>Name:</b> The Cape Coral Charter School Authority Attn: Superintendent <b>Address:</b> 3519B Oasis Blvd. Cape Coral, FL 33914 <b>Phone No.:</b> Tel. (239) 541-1167; Fax (239) 541-1590
<b>Premises:</b>	3519 Oasis Blvd., 3519B Oasis Blvd., 3507 Oasis Blvd., 3415 Oasis Blvd., Cape Coral, FL 33914 and 2817 SW 3 <sup>rd</sup> Lane, Cape Coral, FL 33991. The legal description of the properties on which the facilities are located is attached hereto as <b>Exhibit "A"</b> and incorporated herein by reference.
<b>Lease Term:</b>	This lease shall commence on July 01, 2021 and end on June 30, 2026.
<b>Permitted Use:</b>	LESSEE may only use the premises for classroom, education and related functions, civic activities, before and after school programs, including child care. Voluntary Prekindergarten (VPK) or its successor or equivalent program and general office uses associated with the operation of a City of Cape Coral Municipal Charter



School, unless LESSEE obtains the prior written consent from LESSOR.

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

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

## **ARTICLE II. RENT AND OTHER PAYMENT OBLIGATIONS OF THE PARTIES**

- A. MONTHLY BASE RENT:** The rent for the space described shall be equal to One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) per year payable monthly to the LESSOR in twelve (12) equal installments equal to One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00). LESSEE shall pay in advance to LESSOR throughout the Lease Term, without prior demand, in lawful money of the United States, on or before the tenth (10th) day of each month, without any deduction or off-set whatsoever.
- B. TAXES:** LESSOR acknowledges that it shall be responsible for the payment of any and all real property taxes as well as any special assessments imposed against the Premises, the land under which the Premises are located, and the common areas. LESSEE shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Lease Term hereof upon all LESSEE's equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of LESSEE's equipment, furniture, fixtures and other personal property shall be assessed and taxed with LESSOR's real property, LESSEE shall pay to LESSOR its share of such taxes (unless LESSEE is exempt from the payment of the same) within ten (10) days after

delivery to LESSEE by LESSOR of a statement in writing setting forth the amount of such taxes applicable to LESSEE's property.

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

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

- D. **LEASES:** Any lease entered into by and between the LESSEE and LESSOR for the operation of the Premises and the fulfillment of the Lessor's Charter listed and identified in Exhibit B attached hereto and incorporated herein. The LESSOR will charge the LESSEE a lease fee, for the leased property which amount shall be the sum the LESSOR pays for the debt service for the leased property, including all debt service related costs, forecasted maintenance, and repairs. The lease fee may be paid monthly, quarterly, semi-annually, or annually as determined by the LESSOR. Additional leased property may be added, replaced, or substituted as the case may be by adding the additional, replacement, or substituted property to Exhibit B without the necessity of otherwise amending this Lease. All terms and conditions of the Lease will automatically apply to any additional, replacement, or substituted leased property.

### **ARTICLE III. TERM**

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

### **ARTICLE IV. PREMISES**

- A. **QUIET ENJOYMENT:** LESSOR covenants and agrees with LESSEE that so long as LESSEE is not in default hereunder after applicable cure periods, LESSEE shall have quiet and undisturbed continuous possession of the Premises during the Lease Term, subject to the terms and conditions contained herein.

- B. USE OF THE PREMISES:** During the Lease Term, LESSEE shall use the Premises only for the uses specified under Article I and for no other purpose or purposes without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld.
- C. PERMITS, LICENSES, AND COMPLIANCE WITH LAWS:** LESSEE shall procure, at its sole expense, any and all permits and licenses required for the transaction of business in the Premises, and will at all times comply with all applicable laws, ordinances, and governmental regulations relating to its use of the Premises.
- D. MAINTENANCE, REPAIR, CONSTRUCTION, RECONSTRUCTION, AND IMPROVEMENTS:** ~~LESSOR-LESSEE~~ shall ~~at all times~~, at its own cost, keep, maintain, ~~and repair, construct, reconstruct, and improve~~ the roof, foundations and other structural portions of the building, all entrances, all glass, windows, moldings, and all partitions, doors, floors, fixtures, equipment and appurtenances thereof and improvements thereto (including, without limitation, lighting, heating, ventilation, plumbing fixtures, equipment, wiring, and its air conditioning system) in good order, condition, and repair, and shall replace any of the same if reasonably necessary when LESSEE has sufficient funds or funding to pay for these items. Until such time as LESSEE has sufficient resources to maintain its facilities, LESSOR shall fund all work identified in this section and LESSOR shall notify and coordinate repairs through the LESSEE's administration. LESSOR shall also, at all times, maintain the parking areas in good condition and repair. The parking areas shall not be modified in any manner that (i) reduces any of the parking spaces on said Premises, (ii) has a material adverse impact on LESSEE's access to the Premises or the visibility of the Premises, or (iii) has a material adverse impact on LESSEE's ability to conduct its business on the Premises.
- E. ACCESS:** LESSOR shall have access to the Premises as may be necessary for the servicing of the Premises. LESSOR shall use all reasonable efforts to not interfere with the operation of LESSEE's operations. Access by LESSOR during regular school hours shall be coordinated through the LESSEE'S administration.
- F. LESSEE FURNISHINGS, FIXTURES, AND EQUIPMENT:** LESSEE shall have the right to fully equip the Premises with all trade equipment, fixtures, furniture, operating equipment, furnishings, floor coverings, and any other equipment and personal property necessary for the operation of LESSEE's operations.
- G. ALTERATIONS:** LESSEE shall not make any structural alterations, improvements or additions to the Premises which require the issuance of a building permit. LESSEE may make non-structural alterations to the Premises in an amount not exceeding Fifty Thousand Dollars (\$50,000) per occurrence without obtaining LESSOR's prior written consent. Any non-structural alterations in excess of such amount shall require LESSOR's prior written consent, which shall not be unreasonably withheld.



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

#### **H. DAMAGE OR DESTRUCTION:**

1. Rights and Remedies. LESSEE shall provide prompt written notice to LESSOR of fire or other casualty damaging or destroying the Premises. In the event the Premises are damaged by fire or other casualty, but the Premises are not rendered untenable or unfit, in whole or in substantial part, for the purposes of LESSEE as determined by LESSEE in its reasonable discretion, then LESSOR shall repair the damage, subject to the provisions of this Section J. In the event the Premises are damaged or destroyed by fire or other casualty to the extent that the Premises are rendered untenable or unfit, in whole or in substantial part, as determined by LESSEE in its reasonable discretion, and notice of the same is conveyed to LESSOR, then LESSOR or LESSEE may terminate this Lease by giving written notice of termination to the other within thirty (30) days of the damage or destruction. However, if no notice of termination is so provided, then, subject to the provisions of this Section J, LESSOR shall restore the Premises to the condition they were in immediately prior to the damage or destruction. Notwithstanding the foregoing, in no event shall LESSOR be liable to restore any of LESSEE's property in the Premises. To the extent of the portion of the Premises that is rendered untenable or unfit for LESSEE's purposes, base rental and other payments to LESSOR shall abate on a prorated basis expressed as a percentage of the premises rendered untenable or unfit from the date of damage or destruction through the date of termination or LESSOR's completion of repairs, as the case may be.
2. Restoration. LESSOR's restoration work shall be done with due diligence, taking into account (i) the time required for LESSOR to effect a settlement with and procure insurance proceeds from the insurer, (ii) delays due to governmental regulations and requirements, (iii) scarcity of or inability to obtain labor or materials, and (iv) other causes beyond LESSOR's reasonable control. LESSOR shall use all reasonable efforts to complete such restoration work within six (6) months after the date of the casualty. If LESSOR does not complete its restoration within such six (6) months period from the date of the damage or destruction, then LESSEE may terminate this Lease by written notice to LESSOR, provided LESSOR has not completed such work by the time LESSEE's notice is received. LESSEE acknowledges that if LESSOR has a duty to restore the Premises under this Section, LESSOR's obligation is limited to the extent of any insurance proceeds it receives from its insurance company.

#### **I. CONDEMNATION:**

1. Total Condemnation. If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting pursuant to such proceeding, and all rent shall be paid up to that date and LESSEE shall have no claim against LESSOR or any condemnation award for the value of any unexpired term of this Lease.
  2. Partial Condemnation. If any part of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Premises unsuitable for the Permitted Use, as determined by LESSEE in good faith, then the Lease Term shall cease and terminate as of the date of title vesting pursuant to such proceeding and LESSEE shall have no claim against LESSOR or any condemnation award received by LESSOR for the value of any unexpired term of this Lease. In the event of a partial taking or condemnation which is not extensive enough to render the Premises unsuitable for the Permitted Use as determined by LESSEE in good faith, then LESSOR shall promptly restore the Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect except that (i) the rent shall be equitably adjusted, and (ii) at LESSOR's option, LESSOR shall have the right, to exercise by notice in writing delivered to LESSEE within thirty (30) days after the taking, to elect not to reconstruct (and this Lease shall terminate) if there remains, at the time of the taking, less than one (1) year remaining in the Lease Term. Notwithstanding the foregoing, LESSOR shall not be obligated to expend any sums in excess of the amount actually received from the condemning authority.
  3. Condemnation Award. LESSEE shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages to LESSOR or paid to LESSOR as the result of such condemnation proceedings. However, LESSEE shall be entitled to pursue a separate award for all its damages, provided that such award does not limit the award that LESSOR is entitled to.
  4. LESSEE Cooperation. LESSEE agrees to execute and deliver any appropriate instruments, at the expense of LESSOR, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or any portion thereof.
- J. ASSIGNMENT:** LESSEE may not assign this Lease, in whole or in part, without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld or delayed. This prohibition against assignment shall be construed to include prohibition against any assignment by operation of law, legal process, receivership, bankruptcy or otherwise, whether voluntary or involuntary. Notwithstanding any permitted assignment, LESSEE shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants, and conditions hereof; provided, however, that LESSEE shall

be released from any liability to LESSOR under the Lease if the financial condition of the assignee and/or any guarantor of the assignee's obligations under the Lease is reasonably satisfactory to LESSOR. Each assignment to which LESSOR has consented shall be in writing, executed by all parties in which each assignee agrees to assume, be bound by, and perform all of the terms, covenants, agreements, and conditions contained in this Lease. LESSOR's consent to any assignment shall not preclude the necessity of obtaining LESSOR's consent for any further assignment.

- K. SURRENDER:** Upon the expiration or earlier termination of the Lease Term, LESSEE shall surrender the Premises to LESSOR in as good order and condition as they were in at the commencement of the Lease Term, ordinary wear and tear, casualty, and acts or omissions by LESSOR accepted.
- L. SIGNS/PLAQUES:** LESSEE may erect signs and/or plaques on the premises and/or on any building on the premises provided that such signs and/or plaques conform to all local, state, and federal laws and regulations and provided that LESSEE obtains the prior written consent of LESSOR, which consent shall not be unreasonably withheld. LESSEE shall be solely responsible for all costs and expenses associated with and/or resulting from the erection, installation, repair, and/or maintenance of any sign(s) and/or plaque(s) erected by or installed by LESSEE in accordance with this Agreement. No sign(s) and/or plaque(s) shall be erected or installed by LESSEE on the premises or any building on the premises except in accordance with this Agreement.

## **ARTICLE V. INSURANCE AND INDEMNIFICATION**

### **A. INSURANCE:**

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

### **B. INDEMNIFICATION:**

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

## **ARTICLE VI. EVENTS OF DEFAULT**

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

## **ARTICLE VII. HAZARDOUS MATERIALS**

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



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

**B. LESSOR'S REPRESENTATIONS AND WARRANTIES AND INDEMNITY:**

LESSOR represents and warrants to LESSEE that LESSOR has received no notice from any governmental authority concerning the existence of Hazardous Material on, under or about the Premises and common areas, and to LESSOR's knowledge, (i) no Hazardous Materials are present or were installed, exposed, released or discharged in, on or under the Premises or common areas at any time during or prior to LESSOR's ownership thereof, and no prior owner or occupant of the Premises and/or common areas has used or stored Hazardous Material thereon or thereunder, (ii) no storage tanks for gasoline or any other substance are or were located on or under the Premises or common areas at any time during or prior to LESSOR's ownership thereof, and (iii) during LESSOR's ownership thereof but prior to the commencement date, the Premises and common areas have been used and operated in compliance with all applicable local, state, and federal laws, ordinances, rules, regulations, and orders. To the extent permitted by law, LESSOR shall indemnify, defend and hold LESSEE harmless from any and all claims, judgments, damages, penalties, fines, costs (including, without limitation, reasonable attorney's fees), liabilities or losses, arising out of or relating to the presence in, on, under or about the Premises and common areas of any Hazardous Material, except to the extent that any such presence, discharge or release is caused by LESSEE.

**C. DEFINITION OF HAZARDOUS MATERIAL:** As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by the State of Florida, the United States Government, or any other governmental authority. "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste" under Section 403.703(21), Florida Statutes (2001); (ii) defined as a "hazardous substance" under Section 403.703(29) Florida Statutes (2001); (iii) petroleum; (iv) asbestos; (v) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1317); (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903); or (vii) defined as a "hazardous

substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S.C. 9601).

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

#### **ARTICLE VIII. MISCELLANEOUS**

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

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

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

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

- B. BINDING EFFECT:** The terms, provisions and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, and legal representatives, except as otherwise expressly provided herein.
- C. RADON GAS:** In 1988, the Florida legislature passed a provision that requires the following notification to be provided on at least one document, form or application executed at the time of or prior to the Contract for Sale and Purchase of any building or execution of a rental agreement for any building:

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

Additional information regarding radon and radon testing may be obtained from your county public health unit."

- D. SECURITY:** LESSOR shall be under no obligation to provide security services for the protection of LESSEE, its employees, agents, students, and invitees.
- E. TIME OF ESSENCE:** Time is of the essence of this Lease and each and every provision hereof.
- F. NOTICES:** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed effective (i) upon personal delivery with a receipt obtained, (ii) upon receipt, refusal or receipt or the date noted as uncollected when sent by certified or registered mail, postage prepaid and return receipt requested, or (iii) if by facsimile transmission, by confirmation of transmission, with the original being sent by any of the other methods designated in this Section within forty-eight (48) hours of transmission, or (iv) upon the earlier of receipt or two (2) business days after being deposited with a nationally recognized overnight delivery service (i.e., Federal Express), and addressed as provided for in Article I hereof, or at such other address provided by the parties pursuant to this Section.
- G. RECORDING:** Neither LESSOR nor LESSEE shall record this Lease, nor any memorandum or other evidence thereof, in the Public Records of Lee County, Florida, or any other place. Any attempted recordation by LESSEE shall render this Lease null and void, and shall entitle LESSOR to the remedies provided for herein by LESSEE's default.
- H. PARTIAL INVALIDITY:** If any provision of this Lease or the application thereof to any person or circumstance to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- I. ACCORD AND SATISFACTION:** No payment by LESSEE or acceptance by LESSOR of a lesser amount than the Base Rent or other amounts due hereunder shall be deemed to be other than on account of the earliest Base Rent or other amount due, nor shall any endorsement or statement on any check or payment, or any letter accompanying any check or payment, be deemed an accord and satisfaction, and acceptance of such check or other payment shall be without prejudice to LESSOR's right to recover the balance of such Base Rent or other amount due, or pursue any other remedy provided herein or by law.
- J. ATTORNEY'S FEES:** LESSOR and LESSEE acknowledge and agree that each Party shall bear its own costs, expenses, claims to interest, and attorneys' fees incurred in or arising out of, or in any way connected with the matters which are referenced or covered in this Lease.

- K. INTERPRETATION:** The covenants and agreements herein contained shall bind and the benefits and advantages hereof shall inure to the respective legal representatives, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural shall include the singular and the use of any gender shall include all genders. This Lease may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. The headings of this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent or otherwise affect this Lease in any way. This Lease shall create the relationship of LESSOR and LESSEE between the parties hereto, and nothing herein shall create or be construed to create an employer-employee, principal agent, joint venture or partnership relationship. Should any of the provisions of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such printed provision shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation of this Lease and that all terms were negotiable. This Lease shall be governed by and construed in accordance with the laws of the State of Florida. With respect to any action instituted by either party against the other relating to this Lease, the parties accept the exclusive jurisdiction of the courts of the State of Florida, and agree that the venue shall lie exclusively in Lee County, Florida.
- L. ENTIRE AGREEMENT AND MODIFICATION:** This Lease contains all of the understandings of the parties with respect to the matters covered herein, and supersedes all prior agreements, discussions, and negotiations of the parties. This Lease may only be altered, amended or modified by a writing duly executed by both parties.
- M. APPROVALS AND CONSENTS:** All approvals and consents required to be given by LESSOR hereunder shall not be unreasonably withheld or delayed.

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

**WITNESSES:**

**LESSOR: CITY OF CAPE CORAL**

\_\_\_\_\_

By: \_\_\_\_\_  
John Gunter, Mayor

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

**LESSEE:**

**WITNESSES:**

**THE CAPE CORAL CHARTER SCHOOL  
AUTHORITY**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

## **EXHIBIT A**

### **Legal Descriptions of Cape Coral Charter Schools**

#### **CHARTER SCHOOL SOUTH CAMPUS:**

##### **Legal Description of the North Parking Lot Site at Charter School South Campus**

A parcel of land being a portion of Government Lot 4 in the NW1/4 of Section 4, Township 45 South, Range 23 East, being more particularly described as follows:

Commencing at the northwest corner of said Section 4; Thence S00°56'13"W a distance of 1110.73 feet along the west line of the NW1/4 of said Section 4, and the east line of Block 4858, Cape Coral Subdivision, Unit 74, according to Plat Book 22, Pages 111 through 131 of the Public Records of Lee County, Florida, to the Point of Beginning; Thence N89°49'06"E a distance of 560.11 feet; Thence S00°56'13"W a distance of 227.04 feet to the north line of the SW1/4 NW1/4 of said Section 4; Thence S89°49'06"W a distance of 560.11 feet to the west line of the NW1/4 of said Section 4; Thence N00°56'13"E a distance of 227.04 feet along said Section line to the Point of Beginning. Said parcel contains 127,143 square feet, or 2.9188 acres, more or less.

#### **TOGETHER WITH:**

##### **Legal Description of Oasis Elementary South and Oasis Middle School**

A parcel of land lying in Section 4, Township 45 South, Range 23 East, Lee County, Florida and further described as follows:

Begin at the northwest corner of Lot 24, Block 4858, Unit 74 in Cape Coral Subdivision, said point also being on the east right-of-way line of Oasis Boulevard (100' wide), all according to the plat thereof, as recorded in Plat Book 22 at Pages 111 through 131, among the Public Records of Lee County, Florida:

Thence depart said right-of-way and run along the north line of said Lot 24, N89°54'59"E a distance of 147.65 feet to the southeast corner of Lot 23 of said Block 4858, said point also being on the east line of Section 5, Township 45 South, Range 23 East; Thence run along the east line of said Lot 23 and said Section 5, N00°56'13"E a distance of 31.74 feet to the northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 4, Township 45 South, Range 23 East, also being the southwest corner of a parcel as recorded in Official Records Book 1090 at Page 309 among said records; Thence run

N89°49'06"E along the south line of said parcel, also being the south line of the North 1/2 of the Northwest 1/4 of Section 4, Township 45 South, Range 23 East, a distance of 455.08 feet to a point; said point being 55.00 feet easterly of the northeast corner of the west 400.00 feet of the north 350.00 feet of said Southwest 1/4 of the Northwest 1/4; Thence depart said south line and run through a parcel of land as recorded in Official Records Book 4412 at Page 3973, the following courses and distances:

S00°05'01"E a distance of 551.41 feet; Thence S89°49'06"W a distance of 409.13 feet to a point of curvature; Thence 34.52 feet along the arc of a curve to the left, having a radius of 22.00 feet, a central angle of 89°54'07" and a chord of 31.09 feet to bear S44°52'02"W; Thence S00°05'01"E a distance of 264.68 feet to a point of curvature; Thence 32.99 feet along the arc of a curve to the right, having a radius of 21.00 feet, a central angle of 90°00'00" and a chord of 29.70 feet to bear S44°54'59"W; Thence S89°54'59"W a distance of 18.17 feet to an intersection with the east line of Lot 10, Block 4859, Unit 74, in the aforementioned Cape Coral Subdivision at Plat Book 22, Pages 111 through 131, Thence run along a line parallel to, and 12.72 feet north of, the south line of said Lot 10, S89°54'59"W a distance of 133.03 feet to the aforementioned east right-of-way line; Thence run along said right-of-way line N00°05'01"W a distance of 827.28 feet to the Point of Beginning, said parcel containing 8.75 acres, more or less.

Reserving a ten foot wide Public Utilities and Drainage Easement adjoining the parcel perimeter. Subject to easements, reservations and restrictions of record thereof.

Bearings based upon the State Plane Coordinate System, Florida West Zone, North American Datum 1983, 1990 adjustment, via National Geodetic Survey High Accuracy Reference Network control points "Holt" and "Marhenke".

### **TOGETHER WITH:**

#### **Legal Description of Oasis High School**

A parcel of land being a portion of Lot 10; all of Lots 11 and 12, and a portion of Lot 13, Block 4859, Cape Coral Subdivision, Unit 74, according to Plat Book 22, Pages 111 through 131 of the Public Records of Lee County, Florida, and a portion of the Southwest one-quarter of the Northwest one-quarter (SW¼ NW¼) of Section 4, Township 45 South, Range 23 East, being more particularly described as follows:

Commencing at the northwest corner of said Section 4; Thence S00°56'13"W a distance of 1337.77 feet along the west line of the Northwest one-quarter of said Section 4, and the east line of Block 4858, Cape Coral Subdivision, Unit 74, according to Plat Book 22, Pages 111 through 131 of the Public Records of Lee County, Florida to the northwest corner of the Southwest one-quarter of the Northwest one-quarter of said Section 4; Thence N89°49'06"E a distance of 455.08 feet along the north line of said Southwest one-quarter of the Northwest one-quarter of said Section 4 to the Point of Beginning; Thence

S00°05'01"E a distance of 551.41 feet; Thence S89°49'06"W a distance of 409.13 feet to the point of curvature of a curve concave to the southeast having a radius of 22.00 feet; Thence southwesterly along said curve to the left a distance of 34.52 feet through a central angle of 89°54'07", said curve is subtended by a chord which bears S44°52'03"W a distance of 31.09 feet to the point of tangency; Thence S00°05'01"E a distance of 264.68 feet to the point of curvature of a curve concave to the northwest having a radius of 21.00 feet; Thence southwesterly along said curve to the right a distance of 32.99 feet through a central angle of 90°00'00", said curve is subtended by a chord which bears S44°54'59"W a distance of 29.70 feet to the point of tangency; Thence S89°54'59"W a distance of 18.28 feet to an intersection with the easterly line of said Block 4859; Thence continuing S89°54'59"W a distance of 132.92 feet to an intersection with the west line of said Block 4859, being also the easterly right of way line of Oasis Boulevard (100' right of way); Thence S00°05'01"E a distance of 106.00 feet along the last described line to an intersection with the southerly line of a proposed roadway; Thence N89°54'59"E a distance of 253.81 feet along said southerly line to a point of curvature of a curve concave to the southwest having a radius of 510.00 feet; Thence southeasterly along said curve to the right a distance of 160.27 feet through a central angle of 18°00'20", said curve is subtended by a chord which bears S81°04'51"E a distance of 159.61 feet to an intersection with the south line of the North one-half of the South one-half of the Southwest one-quarter of the Northwest one-quarter of said Section 4; Thence N89°58'07"E a distance of 295.77 feet leaving said proposed roadway along the last described line to an intersection with a line bearing N43°00'11"E; Thence N43°00'11"E a distance of 79.34 feet, leaving said south line of the North one-half of the South one-half of the Southwest one-quarter of the Northwest one-quarter of said Section 4, to the point of curvature of a curve concave to the northwest having a radius of 75.00 feet; Thence northeasterly along said curve to the left a distance of 56.53 feet through a central angle of 43°11'05", said curve is subtended by a chord which bears N21°24'39"E a distance of 55.20 feet to the point of tangency; Thence N00°10'54"W a distance of 882.04 feet to an intersection with the north line of the Southwest one-quarter of the Northwest one-quarter of said Section 4; Thence S89°49'06"W a distance of 176.85 feet along the last described line to the Point of Beginning, said parcel contains 375,897 square feet, or 8.6294 Acres, more or less.

The Bearing of Reference is the State Plane Coordinate System, Florida West Zone, North American Datum 1983, 1990 Adjustment, via National Geodetic Survey High Accuracy Reference Network control points "Holt" and "Marhenke".



**LESS AND EXCEPTING THEREFROM:**

**Legal Description of the North Gymnasium Building  
at the Charter School South Campus**

Commencing at the northwest corner of Section 4, Township 45 South, Range 23 East; Thence S00°56'13"W a distance of 1337.77 feet along the west line of the Northwest one-quarter of said Section 4, and the east line of Block 4858, Cape Coral Subdivision, Unit 74, according to Plat Book 22, Pages 111 through 131 of the Public Records of Lee County, Florida to the northwest corner of the Southwest one-quarter of the Northwest one-quarter of said Section 4; Thence N89°49'06"E a distance of 455.08 feet along the north line of said Southwest one-quarter of the Northwest one-quarter of said Section; Thence S00°05'01"E a distance of 184.70 feet; Thence N89°54'59"W a distance of 112.74 feet to the northeast corner of the North Gymnasium Building and Point of Beginning:

Thence S00°05'01"W a distance of 104.3 feet along the east line of said gymnasium building; Thence S89°54'59"E a distance of 2.0 feet; Thence S00°05'01"W a distance of 58.7 feet along the east line of said gymnasium building; Thence N89°54'59"W a distance of 96.0 feet along the south line of said gymnasium building; Thence N00°05'01"E a distance of 58.7 feet along the west line of said gymnasium building; Thence S89°54'59"E a distance of 2.0 feet; Thence N00°05'01"E a distance of 104.3 feet along the west line of said gymnasium building; Thence S89°54'59"E a distance of 92.0 feet along the north line of said gymnasium building to the Point of Beginning.

The Bearing of Reference is the State Plane Coordinate System, Florida West Zone, North American Datum 1983, 1990 Adjustment, via National Geodetic Survey High Accuracy Reference Network control points "Holt" and "Marhenke".

**CHARTER SCHOOL NORTH CAMPUS:**

**Legal Description of Oasis Charter Elementary North**

A parcel of land lying in the Northwest-quarter (NW 1/4) of Section 17, Township 44 South, Range 23 East, and being a portion of Block 3934, CAPE CORAL SUBDIVISION, UNIT 54, according to Plat Book 19, Pages 79 through 91, of the Public Records of Lee County, Florida, and being more particularly described as follows:

Commencing at the center of said Section 17; Thence N00°07'17"E a distance of 213.22 feet along the east line of the NW1/4 of said Section 17 to the northerly right of way line of SW 3rd Lane in said Unit 54; Thence N89°39'06"W a distance of 243.64 feet along said right of way line to the Point of Beginning; Thence N89°39'06"W a distance of 592.64 feet along said right of way line to a point of curvature of a curve concave to the northeast having a radius of 25.00 feet; Thence northwesterly along said curve to the right a distance of 39.21 feet through a central angle of 89°52'09", said curve is subtended by a chord which bears N44°43'02"W a distance of 35.31 feet to a point of tangency on the easterly right of way line of SW 29th Avenue; Thence N00°13'02"E a distance of 668.73 feet along said right of way line to a point of curvature of a curve concave to the southeast having a radius of 25.00 feet; Thence northeasterly along said curve to the right a distance of 39.28 feet through a central angle of 90°01'27", said curve is subtended by a chord which bears N45°13'46"E a distance of 35.36 feet to a point of tangency on the southerly right of way line of SW 3rd Street; Thence S89°45'31"E a distance of 449.43 feet along said right of way line; Thence S00°20'54"W leaving said right of way line a distance of 415.11 feet; Thence S89°33'29"E a distance of 45.52 feet; Thence S00°20'54"W a distance of 146.28 feet; S89°33'29"E a distance of 99.27 feet; Thence S00°20'54"W a distance of 157.94 feet to the Point of Beginning. Said parcel contains 369,867 square feet, or 8.4910 acres, more or less.

SUBJECT TO: a six foot wide Public Utilities and Drainage Easement coincident with the property lines of the above described parcel.

The Bearing of Reference is the State Plane Coordinate System, Florida West Zone, North American Datum 1983, 1990 Adjustment, via National Geodetic Survey High Accuracy Reference Network control points "Holt" and "Marhenke".

## **EXHIBIT B**

### **BOND DEBT SERVICE**

City of Cape Coral, Florida  
School Bus Master Lease Draw #1

Dated Date                      04/28/2023  
Delivery Date                04/28/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
07/01/2023	41,574.04	3.530%	5,301.81	46,875.85	
10/01/2023	39,668.72	3.530%	7,207.12	46,875.84	
01/01/2024	40,018.80	3.530%	6,857.04	46,875.84	
04/01/2024	40,371.96	3.530%	6,503.88	46,875.84	187,503.37
07/01/2024	40,728.25	3.530%	6,147.60	46,875.85	
10/01/2024	41,087.67	3.530%	5,788.17	46,875.84	
01/01/2025	41,450.27	3.530%	5,425.57	46,875.84	
04/01/2025	41,816.07	3.530%	5,059.77	46,875.84	187,503.37
07/01/2025	42,185.10	3.530%	4,690.75	46,875.85	
10/01/2025	42,557.38	3.530%	4,318.46	46,875.84	
01/01/2026	42,932.95	3.530%	3,942.89	46,875.84	
04/01/2026	43,311.83	3.530%	3,564.01	46,875.84	187,503.37
07/01/2026	43,694.06	3.530%	3,181.78	46,875.84	
10/01/2026	44,079.66	3.530%	2,796.18	46,875.84	
01/01/2027	44,468.66	3.530%	2,407.18	46,875.84	
04/01/2027	44,861.10	3.530%	2,014.74	46,875.84	187,503.36
07/01/2027	45,257.00	3.530%	1,618.84	46,875.84	
10/01/2027	45,656.39	3.530%	1,219.45	46,875.84	
01/01/2028	46,059.31	3.530%	816.53	46,875.84	
04/01/2028	46,465.78	3.530%	410.06	46,875.84	187,503.36
	858,245.00		79,271.83	937,516.83	937,516.83

**Item Number: 11.A.**

**Meeting Date: 9/12/2023**

**Item Type: CHAIRMAN REPORT:**

## **AGENDA REQUEST FORM**

City Of Cape Coral Charter School Authority

**TITLE:**

Chairman Dr. Guido Minaya

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**Item Number: 12.A.**

**Meeting Date: 9/12/2023**

**Item Type: FOUNDATION REPORT:**

## **AGENDA REQUEST FORM**

City Of Cape Coral Charter School Authority

### **TITLE:**

Gary Cerny, Foundation President or Jennifer Hoagland, Treasurer

### **SUMMARY:**

### **ADDITIONAL INFORMATION:**

### **RECOMMENDED ACTION:**

<b>Item Number:</b> 13.A. <b>Meeting Date:</b> 9/12/2023 <b>Item Type:</b> STAFF COMMENT:
---

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Oasis Elementary North Student Chorus

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

<b>Item Number:</b> 13.B.
<b>Meeting Date:</b> 9/12/2023
<b>Item Type:</b> STAFF COMMENT:

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Tammy Daniels, Transportation Manager, Oasis Charter Schools

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

<b>Item Number:</b> 13.C. <b>Meeting Date:</b> 9/12/2023 <b>Item Type:</b> STAFF COMMENT:
---

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Jackie Corey, Principal, Oasis High School

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**



**Item Number: 14.A.**

**Meeting Date: 9/12/2023**

**Item Type: UNFINISHED BUSINESS:**

## **AGENDA REQUEST FORM**

City Of Cape Coral Charter School Authority

**TITLE:**

No Activity

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

<b>Item Number:</b>	<b>15.A.</b>
<b>Meeting Date:</b>	<b>9/12/2023</b>
<b>Item Type:</b>	<b>NEW BUSINESS:</b>

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Request for Approval of the Joint Use Inter Local Agreement Between the Cape Coral Charter School Authority, and the City of Cape Coral, Florida, a Municipal Corporation acting by and through its City Council - Superintendent Jacquelin Collins

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

	<b>Description</b>	<b>Type</b>
▣	JIM JEFFERS JOINT USE AGREE SEP 2023	Backup Material

## **JOINT USE INTER LOCAL AGREEMENT**

This **JOINT USE AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, (“Effective Date”) by and between the Cape Coral Charter School Authority, (hereinafter referred to as “CSA”) and the City of Cape Coral, a Florida municipal corporation acting by and through its City Council, the governing body thereof, (hereinafter referred to as the “City”).

### **WITNESSETH**

**WHEREAS**, the CSA was created for the purpose of operating and managing, on behalf of the City, all charter schools for which a charter is held by the city; and

**WHEREAS**, the City has a Charter School Contract with the Lee County School Board of Lee County, Florida for the Oasis Elementary North located at 2817 SW 3<sup>rd</sup> Lane, Cape Coral, FL 33991; and

**WHEREAS**, the Charter School Contract contains a physical education component; and

**WHEREAS**, pursuant to Florida Statutes Section 1003.455 the physical education component requires 150 minutes of physical education each week for students in grades K-5. A minimum of 30 consecutive minutes is required on any day that physical education instruction is provided; and

**WHEREAS**, the City owns and operates Jim Jeffers Park which is immediately adjacent to Oasis Elementary North; and

**WHEREAS**, the City’s Parks & Recreation Department provides camp programs primarily during the summer months on Non-School Days; and

**WHEREAS**, Oasis Elementary North is largely vacant during Non-School Days; and

**WHEREAS**, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the acquisition, ownership, custody, operation, maintenance, lease or sale of real property are all permitted purposes of an Interlocal Agreement under the Florida Interlocal Cooperation Act of 1969; and

**WHEREAS**, a cooperative effort between the CSA and the City will enable the facilities at Jim Jeffers Park to be utilized by students attending Oasis Elementary North in fulfillment of physical education component in the City’s Charter School Contract; and

**WHEREAS**, a cooperative effort between the CSA and the City will enable the City's Parks & Recreation Department to use Oasis Elementary North for camp programs primarily during the summer months on Non-School Days; and

**WHEREAS**, the CSA and City wish to enter into this Agreement to set forth the terms and conditions regarding the joint use of Jim Jeffers Park and Oasis Elementary North.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the City and the CSA agree as follows:

**1. RECITALS**

**1.1.** The above "Whereas" clauses shall be incorporated into this Agreement and are evidence of the intent of the parties entering into this Agreement.

**2. DEFINITIONS**

**2.1. Agreement.** This Agreement, together with all exhibits, amendments and modifications hereto.

**2.2. Business Day.** Any day that the City is open for business with the public.

**2.3. City Manager.** The City Manager of Cape Coral or his/her designee.

**2.4. City Regulations.** Adopted City rules, regulations, resolutions, and ordinances governing the use of City Facilities.

**2.5. Effective Date.** The date that this Agreement is signed by the last party.

**2.6. Non-School Days.** Any days that are not School Days as indicated on the adopted Instructional Calendar for the current academic period.

**2.7. Non-School Hours.** On School Days, Non-School Hours shall be thirty minutes after the bell time for the end of school until 11:00 pm and on Non-School Days, the hours shall be 8:00 am through 11:00 pm.

**2.8. CSA Policies.** Adopted CSA policies, rules and regulations governing the use of School Facilities.

**2.9. School Days.** Any days that the Cape Coral Charter Schools are in session.

**2.10. School Hours.** Thirty (30) minutes prior to and after the adopted bell times on School Days as set forth in the adopted Instructional Calendar shall be School Hours unless otherwise agreed to by both Parties.

**2.11. Superintendent.** The Superintendent of the Cape Coral Charter Schools or his/her designee.

**2.12. Use Schedule.** The Schedule of Use for the School and City Facilities.

### **3. TERM**

- 3.1. Term.** The initial term of this Agreement shall be for a period of one year, commencing on the Effective Date. This Agreement shall automatically renew for additional one year periods unless either the City or the CSA provides the other with written notice stating their intention that this Agreement not automatically renew in which case this Agreement shall terminate on the last day of the one year period in which such notice was received.
- 3.2. Agreement Review.** At least annually, or as needed, the Superintendent and City Manager shall meet to review the terms of this Agreement. If either party gives the other written notice to set a meeting under this subparagraph, the other party shall fully cooperate, and a meeting shall be set as soon as practicable; but in no event shall the meeting occur more than ninety (90) days after written notice has been given unless both parties otherwise agree. If the parties agree to proposed changes or amendments, it shall be executed with the same formality as this document. Except as otherwise provided herein, this Agreement shall only be amended by formal action of both the CSA Authority and City Council.
- 3.3 Right of Termination.** Except for default of this Agreement, either party may terminate this Agreement at any time without cause upon ninety (90) days written notice to the other party.

### **4. USE OF JIM JEFFERS PARK**

- 4.1. Hours of Use.**
- a. School Hours.** CSA shall be permitted in accordance with the terms of this agreement to use areas of Jim Jeffers Park on a priority basis. The phrase "priority" as used herein shall mean that CSA shall have the right to reserve for its use the aforesaid park facilities pursuant to the Use Schedule provided below in section 4.2.
  - b. Non-School Hours.** During Non-School Hours, CSA may use Jim Jeffers Park during Non-School Hours, for previously scheduled school events as provided for in the Use Schedule.
- 4.2. Use Schedule.** Prior to the start of the School Year, the Superintendent and City Manager (or designee) shall establish and maintain a use schedule for Jim Jeffers Park. Any changes, additions, or alterations shall be accurately reflected on the use schedule. No later than June 1 of each year, the CSA shall submit a proposed schedule for use of School Facilities for the upcoming year, the CITY shall promptly review and respond either by acceptance or with proposed changes no later than July 1, and the parties shall have an agreed upon Use Schedule for the upcoming year no later than August 1. The Superintendent and the City Manager shall further refine the procedures for scheduling the use Jim Jeffers Park as deemed necessary.
- 4.3. Rules and Regulations.** Except as otherwise provided in this Agreement the CSA and City agree that the City's ordinances, rules, and regulations applicable to City parks and

facilities shall apply to CSA's use of Jim Jeffers Park. The CSA shall be responsible for the enforcement of respective policies, ordinances, rules, and regulations.

- 4.4. **Restriction of Use.** The CSA and the City further agree all persons using Jim Jeffers Park will abide by all City Regulations.

5. **USE OF OASIS ELEMENTARY NORTH.**

5.1. **Hours of Use.**

- a. **School Hours.** During School Hours, only the CSA will use Oasis Elementary North.
- b. **Non-School Days.** During Non-School Days City's Parks & Recreation Department may use Oasis Elementary North for camp programming.

- 5.2. **Use Schedule.** Prior to January 1 of each Year, the Superintendent and City Manager (or designee) shall establish and maintain a use schedule for Oasis Elementary North. Any changes, additions, or alterations shall be accurately reflected on the use schedule. No later than January 1 of each year, the City's Parks & Recreation Department shall submit a proposed schedule for use of Oasis Elementary North for the upcoming year, the CSA shall promptly review and respond either by acceptance or with proposed changes no later than February 1, and the parties shall have an agreed upon Use Schedule for the upcoming year no later than March 1. The Superintendent and the City Manager shall further refine the procedures for scheduling the use Oasis Elementary North as deemed necessary.

- 5.3. **Rules and Regulations.** Except as otherwise provided in this Agreement the CSA and City agree that the CSA's rules, regulations, and policies applicable to CSA's facilities shall apply to City's Parks & Recreation Department use of Oasis Elementary North. The City's Parks & Recreation Department shall be responsible for the enforcement of respective rules, regulations, and policies.

- 5.4. **Restriction of Use.** Summer is a significant time for Oasis Elementary North to update, repair, maintain and prepare equipment, classrooms, and the property for the upcoming school year. Concentrated cleaning, repairs, and classroom maintenance are possible without the usual daily traffic from students. The City's Parks & Recreation Department's use of Oasis Elementary North to the greatest extent possible will not interfere with Oasis Elementary North's summertime cleaning, repair, maintenance and preparation schedules.

6. **MAINTENANCE**

- 6.1. **Maintenance Standards and Schedule.** The City will be the party responsible for performing maintenance and repairs of Jim Jeffers Park including, without limitation, fencing, play equipment, landscape, and grass maintenance, and replacement; field lining, preparation and maintenance, repair, and repaving of paved areas, lighting maintenance and repair, trash removal and cleaning.

- 6.2. **Access.** The City will provide CSA access to Jim Jeffers Park. If locks or other security measures are changed, the City must notice and provide new keys or security access information.

7. **SAFETY**

- a. **SAFETY– School Hours.** During School Hours, CSA’s School Resource Officers, Principals, Assistant Principals, and Teachers may ask anyone not affiliated with CSA to leave the part or areas of Jim Jeffers Park being utilized by CSA.
- b. CSA’s School Resource Officers, Principals, Assistant Principals and Teachers are authorized to trespass individuals not affiliated with CSA from the park in the case of a threat to public safety or welfare.

- 7.2. **Exceptions.** Any exceptions and/or addendums from this Section shall be approved by the Superintendent and City Manager and shall be incorporated into this Agreement.

8. **INSURANCE, LIABILITY, INDEMNIFICATION**

8.1. **Liability for Damage or Injury.**

- a. **CSA Liability.** Subject to the limitations of Section 768.28, Florida Statutes, the CSA shall not be liable for any damage or injury which may be sustained by the City, or any person using Jim Jeffers Park, other than damage or injury resulting from the negligence or improper conduct of CSA, its agents, representatives or employees, or resulting from CSA’s failure to perform its obligations under this Agreement.
- b. **City Liability.** Subject to the limitations of Section 768.28, Florida Statutes, the City shall not be liable for any damage or injury which may be sustained by the CSA, its agents, students or any other person using Jim Jeffers Park other than damage or injury resulting from the negligence or improper conduct of City, its agents, representatives or employees, or resulting from City’s failure to perform its obligations under this Agreement.
- c. **Public Liability.** Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes (as may be amended), which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the CSA and City shall each maintain either a public liability insurance policy or an ongoing self-insurance program for public liability, automobile liability and worker's compensation insurance, covering the City or CSA, its officers and employees for any activities related to this Agreement and shall provide reasonably satisfactory evidence of such insurance or ongoing self-insurance program to the other Party. Nothing in this Agreement is intended to operate as a waiver of sovereign immunity by either party.

8.2. **Indemnification.**

- a. **Indemnification by CSA.** Subject to the limitations of Section 768.28 of the Florida Statutes, the CSA agrees to indemnify, hold harmless, and defend City from and against any and all claims, suits, actions, damages or causes of action arising from or in connection with CSA's use of Jim Jeffers Park during the term of this Agreement.

## 9. **DEFAULT**

### 9.1. **Default.**

- a. **Notice.** If a party to this Agreement (the "Defaulting Party") fails to perform under this Agreement or fails to comply with the terms and conditions of this Agreement (a "Default"), the other party hereto (the "Non-Defaulting Party") shall send written notice (the "Default Notice") to the Defaulting Party, according to the notice requirements set forth in this Agreement.
- b. **Opportunity to Cure.** The Defaulting Party shall have a period of thirty (30) days after receipt of the Default Notice to either cure its Default or to provide a written response to the Non-Defaulting Party indicating the status of the Defaulting Party's resolution of the Default and a schedule for the curing of the Default.
- c. **Remedies.** If within thirty (30) days after receipt of Default Notice, the Defaulting Party fails to either cure its Default or to provide a written response to the Non-Defaulting Party's indicating the status of the Defaulting Party's resolution of the Default and a schedule for the curing of the Default, the Non-Defaulting Party may pursue any and all remedies available under Florida law.

## 10. **MISCELLANEOUS**

- 10.1. **Amendment.** No modification or amendment of this Agreement will be of any force and effect unless in writing and executed by all of the parties to this Agreement.
- 10.2. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 10.3. **Assignment and No Third-Party Beneficiary.** Any party to this Agreement may not assign this Agreement, except to a governmental entity, which succeeds to the rights of a party to this Agreement. This Agreement is for the sole benefit of the CSA and the City, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement.
- 10.4. **Construction of Agreement.** All parties to this Agreement have substantially contributed to the drafting and negotiation of this Agreement, and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received



whatever competent legal advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

- 10.5. Counterparts.** This Agreement may be signed in any number of counterparts, each of which constitutes the Agreement of the parties and each of which will be treated as an original.
- 10.6. Gender.** In this Agreement, the masculine includes the feminine and neuter, the singular includes the plural, and the plural includes the singular as the context requires.
- 10.7. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 10.8. Entire Agreement/Modification/Amendment.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
- 10.9. Notices.** All notices and communications shall be in writing and must either be (a) hand-delivered, (b) sent by Federal Express or comparable overnight mail service, (c) mailed by U.S. registered or certified mail return receipt requested, postage prepaid, or (d) sent by telephone facsimile transmission with transmission receipt, with an original copy of the transmission mailed by regular first-class mail not later than the first Business Day after the facsimile is sent. Notices should be sent to the CSA and City at their respective addresses set forth below. Notice is effective upon delivery or refusal of delivery of notice. Any notice delivered after 5:00 p.m. will be deemed to be delivered on the following Business Day. The addressees and addresses for notice may be changed by giving notice. Until written notice of a change in address is delivered, the last addressee and address stated in this Agreement in effect for all purposes.

If to the CSA:

Office of the Superintendent  
Oasis Elementary North  
2817 SW 3rd Lane, Cape Coral, FL 33991

If to the City:

City Manager's Office  
Attn: Connie Barron  
1015 Cultural Park Blvd.  
Cape Coral, FL 33990  
cbarron@capecoral.gov

Copies to:

Parks and Recreation Director  
Attn: Director  
1015 Cultural Park Blvd.  
Cape Coral, FL 33990

- 10.10. Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon the CSA and City and their respective legal representatives, successors, and permitted assigns.
- 10.11. Public Records.** The Parties recognize and agree that the CSA and the City of Cape Coral are subject to the provisions of the Florida Records Law, under Chapter 119, Florida Statutes. The Parties shall comply with Florida's Public Records Laws and agree to keep and maintain public records in accordance with Florida law and records retention schedules. Further, the Parties will ensure records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.
- 9.12 FERPA and Student Records.** The CSA is subject to the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and Section 1002.22 and §1002.221, Florida Statutes. Student records, files, and information may be confidential, and the unauthorized disclosure of confidential information is a violation of law that may be subject to criminal and civil penalties.
- 11.13. Governing Law; Compliance with Laws; Venue.** This Agreement will be interpreted and enforced in accordance with Florida law. The parties agree that they shall comply with all applicable federal, state and local laws, ordinances and codes. Venue for any action brought hereunder shall be proper exclusively in Lee County, Florida.
- 11.14. Legal Fees and Court Costs.** In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.
- 11.15. Personal Liability of Parties.** The parties acknowledge that this Agreement is entered into by two governmental entities. The parties agree that no individual elected official, employee, or representative of any party to this Agreement shall have any personal liability under this Agreement.
- 11.16. Section and Paragraph Headings.** The section and paragraph headings contained in this Agreement are for purposes of identification only and are not to be considered in construing this Agreement.
- 11.17. Designees.** The Superintendent shall be the party designated by the CSA to grant or deny all approvals required by this Agreement. The City Manager shall be the party designated by the City to grant or deny all approvals required by this Agreement.

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

**ATTEST:**

**CITY OF CAPE CORAL**

\_\_\_\_\_

City Clerk

By: \_\_\_\_\_

John Gunter, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

City Attorney

**ATTEST:**

**CAPE CORAL CHARTER SCHOOL  
AUTHORITY**

\_\_\_\_\_

By: \_\_\_\_\_

Jacquelin Collins, Superintendent

<b>Item Number:</b>	<b>15.B.</b>
<b>Meeting Date:</b>	<b>9/12/2023</b>
<b>Item Type:</b>	<b>NEW BUSINESS:</b>

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Request for Approval of the Oasis Elementary North Schoolwide Improvement Plan (SIP) 2023-2024 - Jacquelin Collins, Superintendent, Oasis Charter Schools

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▣ OEN SIP SY 2023-2024	Backup Material

The School District of Lee County

# Oasis Elementary Charter School North School



2023-24

Schoolwide Improvement Plan (SIP)

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# Oasis Elementary Charter School North

2817 SW 3RD LN, Cape Coral, FL 33991

[www.cmecharter.net](http://www.cmecharter.net)

## SIP Authority

Section 1001.42(18), Florida Statutes (F.S.), requires district school boards to annually approve and require implementation of a new, amended, or continuation SIP for each school in the district which has a school grade of D or F; has a significant gap in achievement on statewide, standardized assessments administered pursuant to s. 1008.22 by one or more student subgroups, as defined in the federal Elementary and Secondary Education Act (ESEA), 20 U.S.C. s. 6311(b)(2)(C)(v)(II); has not significantly increased the percentage of students passing statewide, standardized assessments; has not significantly increased the percentage of students demonstrating Learning Gains, as defined in s. 1008.34, and as calculated under s. 1008.34(3)(b), who passed statewide, standardized assessments; has been identified as requiring instructional supports under the Reading Achievement Initiative for Scholastic Excellence (RAISE) program established in s. 1008.365; or has significantly lower graduation rates for a subgroup when compared to the state's graduation rate. Rule 6A-1.098813, Florida Administrative Code (F.A.C.), requires district school boards to approve a SIP for each Department of Juvenile Justice (DJJ) school in the district rated as Unsatisfactory.

Below are the criteria for identification of traditional public and public charter schools pursuant to the Every Student Succeeds Act (ESSA) State plan:

### Additional Target Support and Improvement (ATSI)

A school not identified for CSI or TSI, but has one or more subgroups with a Federal Index below 41%.

### Targeted Support and Improvement (TSI)

A school not identified as CSI that has at least one consistently underperforming subgroup with a Federal Index below 32% for three consecutive years.

### Comprehensive Support and Improvement (CSI)

A school can be identified as CSI in any of the following four ways:

1. Have an overall Federal Index below 41%;
2. Have a graduation rate at or below 67%;
3. Have a school grade of D or F; or
4. Have a Federal Index below 41% in the same subgroup(s) for 6 consecutive years.

ESEA sections 1111(d) requires that each school identified for ATSI, TSI or CSI develop a support and improvement plan created in partnership with stakeholders (including principals and other school leaders, teachers and parent), is informed by all indicators in the State's accountability system, includes evidence-based interventions, is based on a school-level needs assessment, and identifies resource inequities to be addressed through implementation of the plan. The support and improvement plans for schools identified as TSI, ATSI and non-Title I CSI must be approved and monitored by the school district. The support and improvement plans for schools identified as Title I, CSI must be approved by the school district and

Department. The Department must monitor and periodically review implementation of each CSI plan after approval.

The Department's SIP template in the Florida Continuous Improvement Management System (CIMS), <https://www.floridacims.org>, meets all state and rule requirements for traditional public schools and incorporates all ESSA components for a support and improvement plan required for traditional public and public charter schools identified as CSI, TSI and ATSI, and eligible schools applying for Unified School Improvement Grant (UniSIG) funds.

Districts may allow schools that do not fit the aforementioned conditions to develop a SIP using the template in CIMS.

The responses to the corresponding sections in the Department's SIP template may address the requirements for: 1) Title I schools operating a schoolwide program (SWD), pursuant to ESSA, as amended, Section 1114(b); and 2) charter schools that receive a school grade of D or F or three consecutive grades below C, pursuant to Rule 6A-1.099827, F.A.C. The chart below lists the applicable requirements.

SIP Sections	Title I Schoolwide Program	Charter Schools
I-A: School Mission/Vision		6A-1.099827(4)(a)(1)
I-B-C: School Leadership, Stakeholder Involvement & SIP Monitoring	ESSA 1114(b)(2-3)	
I-E: Early Warning System	ESSA 1114(b)(7)(A)(iii)(III)	6A-1.099827(4)(a)(2)
II-A-C: Data Review		6A-1.099827(4)(a)(2)
II-F: Progress Monitoring	ESSA 1114(b)(3)	
III-A: Data Analysis/Reflection	ESSA 1114(b)(6)	6A-1.099827(4)(a)(4)
III-B: Area(s) of Focus	ESSA 1114(b)(7)(A)(i-iii)	
III-C: Other SI Priorities		6A-1.099827(4)(a)(5-9)
VI: Title I Requirements	ESSA 1114(b)(2, 4-5), (7)(A)(iii)(I-V)-(B) ESSA 1116(b-g)	

Note: Charter schools that are also Title I must comply with the requirements in both columns.



## **Purpose and Outline of the SIP**

The SIP is intended to be the primary artifact used by every school with stakeholders to review data, set goals, create an action plan and monitor progress. The Department encourages schools to use the SIP as a "living document" by continually updating, refining and using the plan to guide their work throughout the year. This printed version represents the SIP as of the "Date Modified" listed in the footer.

## I. School Information

### School Mission and Vision

#### Provide the school's mission statement.

Our mission is 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.

#### Provide the school's vision statement.

"Four Schools, One Vision" We believe that everyone can succeed in a nurturing and secure learning environment that is supported by diverse and meaningful community partnerships..

### School Leadership Team, Stakeholder Involvement and SIP Monitoring

#### School Leadership Team

For each member of the school leadership team, select the employee name and email address from the dropdown. Identify the position title and job duties/responsibilities as it relates to SIP implementation for each member of the school leadership team.:

Name	Position Title	Job Duties and Responsibilities
Brown, Kevin	Principal	Responsible for full implementation of SIP

#### Stakeholder Involvement and SIP Development

Describe the process for involving stakeholders (including the school leadership team, teachers and school staff, parents, students (mandatory for secondary schools) and families, and business or community leaders) and how their input was used in the SIP development process. (ESSA 1114(b)(2))

Note: If a School Advisory Council is used to fulfill these requirements, it must include all required stakeholders.

The Leadership Team consists of a representative from each grade level including ESE. The Principal is the lead of this team. The Assistant Principal is also a member of this team. Our current data was shared with a sampling of our current students, along with our SAC. Both groups share the Leaderships Team desire to increase the academic achievement of all students.

#### SAC Members:

Kevin Brown - Principal  
 Kelly Weeks - Assistant Principal  
 Tiffany Lanzone  
 Courtney Gabelbauer - Parent  
 Jamie Stone - Parent  
 Kelly Coppertino - Parent  
 Sage Stella - Parent

#### SIP Monitoring

Describe how the SIP will be regularly monitored for effective implementation and impact on increasing the achievement of students in meeting the State's academic standards, particularly for those students with the greatest achievement gap. Describe how the school will revise the plan, as necessary, to ensure continuous improvement. (ESSA 1114(b)(3))

Our goal was shared multiple times at preschool week meetings with all staff. They clearly understand the focus we will have on our students with disabilities and their academic achievement. Sources of data will include teacher observation, STAR Reading and FAST Reading. Data points will be examined every two weeks at grade level data meetings.

The ESE will work with classroom teachers to best accommodate the additional needs of the ESE students.

### Demographic Data

<b>2023-24 Status</b> (per MSID File)	Active
<b>School Type and Grades Served</b> (per MSID File)	Other School KG-5
<b>Primary Service Type</b> (per MSID File)	K-12 General Education
<b>2022-23 Title I School Status</b>	No
<b>2022-23 Minority Rate</b>	38%
<b>2022-23 Economically Disadvantaged (FRL) Rate</b>	37%
<b>Charter School</b>	Yes
<b>RAISE School</b>	No
<b>2021-22 ESSA Identification</b>	ATSI
<b>Eligible for Unified School Improvement Grant (UniSIG)</b>	No
<b>2021-22 ESSA Subgroups Represented</b> (subgroups with 10 or more students) (subgroups below the federal threshold are identified with an asterisk)	
<b>School Grades History</b>	2021-22: A 2020-21: A 2019-20: A 2018-19: A 2017-18: A
<b>School Improvement Rating History</b>	
<b>DJJ Accountability Rating History</b>	

### Early Warning Systems

Using 2022-23 data, complete the table below with the number of students by current grade level that exhibit each early warning indicator listed:

Indicator	Grade Level										Total
	K	1	2	3	4	5	6	7	8		
Absent 10% or more days	0	7	2	6	1	0	0	0	0	16	
One or more suspensions	0	0	0	0	1	2	0	0	0	3	
Course failure in English Language Arts (ELA)	0	0	0	0	0	0	0	0	0		
Course failure in Math	0	0	0	0	0	0	0	0	0		
Level 1 on statewide ELA assessment	0	0	0	11	15	18	0	0	0	44	
Level 1 on statewide Math assessment	0	0	0	5	4	11	0	0	0	20	
Number of students with a substantial reading deficiency as defined by Rule 6A-6.0531, F.A.C.	0	0	0	0	0	0	0	0	0		

**Using the table above, complete the table below with the number of students by current grade level that have two or more early warning indicators:**

Indicator	Grade Level									Total
	K	1	2	3	4	5	6	7	8	
Students with two or more indicators	0	0	0	2	0	1	0	0	0	3

**Using the table above, complete the table below with the number of students identified retained:**

Indicator	Grade Level									Total
	K	1	2	3	4	5	6	7	8	
Retained Students: Current Year	4	2	0	3	0	0	0	0	0	9
Students retained two or more times	0	0	0	0	0	0	0	0	0	

**Prior Year (2022-23) As Initially Reported (pre-populated)**

**The number of students by grade level that exhibited each early warning indicator:**

Indicator	Grade Level	Total
Absent 10% or more school days		
One or more suspensions		
Course failure in English Language Arts (ELA)		
Course failure in Math		
Level 1 on statewide FSA ELA assessment		
Level 1 on statewide FSA Math assessment		
Number of students with a substantial reading deficiency as defined by Rule 6A-6.0531, F.A.C.		

**The number of students by current grade level that had two or more early warning indicators:**

Indicator	Grade Level	Total
Students with two or more indicators		

**The number of students identified retained:**

Indicator	Grade Level	Total
Retained Students: Current Year		
Students retained two or more times		

**Prior Year (2022-23) Updated (pre-populated)**

Section 3 includes data tables that are pre-populated based off information submitted in prior year's SIP.

**The number of students by grade level that exhibited each early warning indicator:**

Indicator	Grade Level										Total
	K	1	2	3	4	5	6	7	8		
Absent 10% or more school days	0	0	0	0	0	0	0	0	0	0	
One or more suspensions	0	0	0	0	0	0	0	0	0	0	
Course failure in English Language Arts (ELA)	0	0	0	0	0	0	0	0	0	0	
Course failure in Math	0	0	0	0	0	0	0	0	0	0	
Level 1 on statewide FSA ELA assessment	0	0	0	0	0	0	0	0	0	0	
Level 1 on statewide FSA Math assessment	0	0	0	0	0	0	0	0	0	0	
Number of students with a substantial reading deficiency as defined by Rule 6A-6.0531, F.A.C.	0	0	0	0	0	0	0	0	0	0	

**The number of students by current grade level that had two or more early warning indicators:**

Indicator	Grade Level									Total
	K	1	2	3	4	5	6	7	8	
Students with two or more indicators	0	0	0	0	0	0	0	0	0	

**The number of students identified retained:**

Indicator	Grade Level									Total
	K	1	2	3	4	5	6	7	8	
Retained Students: Current Year	0	0	0	0	0	0	0	0	0	
Students retained two or more times	0	0	0	0	0	0	0	0	0	

**II. Needs Assessment/Data Review****ESSA School, District and State Comparison (pre-populated)**

Please note that the district and state averages shown here represent the averages for similar school types (elementary, middle, high school or combination schools). Each "blank" cell indicates the school had less than 10 eligible students with data for a particular component and was not calculated for the school.

District and State data will be uploaded when available.

Accountability Component	2022			2021			2019		
	School	District	State	School	District	State	School	District	State
ELA Achievement*	71			70			75		

Accountability Component	2022			2021			2019		
	School	District	State	School	District	State	School	District	State
ELA Learning Gains	68			61			69		
ELA Lowest 25th Percentile	59			43			55		
Math Achievement*	77			69			83		
Math Learning Gains	78			70			83		
Math Lowest 25th Percentile	74			76			75		
Science Achievement*	58			63			73		
Social Studies Achievement*									
Middle School Acceleration									
Graduation Rate									
College and Career Acceleration									
ELP Progress	83			80					

\* In cases where a school does not test 95% of students in a subject, the achievement component will be different in the Federal Percent of Points Index (FPPI) than in school grades calculation.

See [Florida School Grades, School Improvement Ratings and DJJ Accountability Ratings](#).

#### ESSA School-Level Data Review (pre-populated)

2021-22 ESSA Federal Index	
ESSA Category (CSI, TSI or ATSI)	ATSI
OVERALL Federal Index – All Students	71
OVERALL Federal Index Below 41% - All Students	No
Total Number of Subgroups Missing the Target	1
Total Points Earned for the Federal Index	568
Total Components for the Federal Index	8
Percent Tested	98
Graduation Rate	

#### ESSA Subgroup Data Review (pre-populated)



**2021-22 ESSA SUBGROUP DATA SUMMARY**

<b>ESSA Subgroup</b>	<b>Federal Percent of Points Index</b>	<b>Subgroup Below 41%</b>	<b>Number of Consecutive years the Subgroup is Below 41%</b>	<b>Number of Consecutive Years the Subgroup is Below 32%</b>
SWD	35	Yes	1	
ELL	76			
AMI				
ASN				
BLK				
HSP	67			
MUL	78			
PAC				
WHT	69			
FRL	66			

**Accountability Components by Subgroup**

Each "blank" cell indicates the school had less than 10 eligible students with data for a particular component and was not calculated for the school. (pre-populated)

**2021-22 ACCOUNTABILITY COMPONENTS BY SUBGROUPS**

<b>Subgroups</b>	<b>ELA Ach.</b>	<b>ELA LG</b>	<b>ELA LG L25%</b>	<b>Math Ach.</b>	<b>Math LG</b>	<b>Math LG L25%</b>	<b>Sci Ach.</b>	<b>SS Ach.</b>	<b>MS Accel.</b>	<b>Grad Rate 2020-21</b>	<b>C &amp; C Accel 2020-21</b>	<b>ELP Progress</b>
All Students	71	68	59	77	78	74	58					83
SWD	33			36								
ELL	56			88								83
AMI												
ASN												
BLK												
HSP	74	64	59	74	69	67	62					
MUL	72	71		89	79							
PAC												
WHT	69	69	56	77	81	72	59					
FRL	66	56	56	73	75	74	65					

2020-21 ACCOUNTABILITY COMPONENTS BY SUBGROUPS												
Subgroups	ELA Ach.	ELA LG	ELA LG L25%	Math Ach.	Math LG	Math LG L25%	Sci Ach.	SS Ach.	MS Accel.	Grad Rate 2019-20	C & C Accel 2019-20	ELP Progress
All Students	70	61	43	69	70	76	63					80
SWD	18			18								
ELL												80
AMI												
ASN												
BLK	80			50								
HSP	66	67	58	67	75		65					
MUL	64			79								
PAC												
WHT	71	60	31	70	69	79	61					
FRL	65	67	50	67	75	68	54					

2018-19 ACCOUNTABILITY COMPONENTS BY SUBGROUPS												
Subgroups	ELA Ach.	ELA LG	ELA LG L25%	Math Ach.	Math LG	Math LG L25%	Sci Ach.	SS Ach.	MS Accel.	Grad Rate 2017-18	C & C Accel 2017-18	ELP Progress
All Students	75	69	55	83	83	75	73					
SWD	44	69		42	71		45					
ELL	67			80								
AMI												
ASN												
BLK	82			91								
HSP	78	80	73	83	80	75	78					
MUL	75	70		92	90							
PAC												
WHT	74	65	46	83	83	74	73					
FRL	69	66	56	78	78	71	69					

#### Grade Level Data Review– State Assessments (pre-populated)

The data are raw data and include ALL students who tested at the school. This is not school grade data. The percentages shown here represent ALL students who received a score of 3 or higher on the statewide assessments.

An asterisk (\*) in any cell indicates the data has been suppressed due to fewer than 10 students tested, or all tested students scoring the same.

School, District and State data will be uploaded when available.



### III. Planning for Improvement

#### Data Analysis/Reflection

Answer the following reflection prompts after examining any/all relevant school data sources.

**Which data component showed the lowest performance? Explain the contributing factor(s) to last year's low performance and discuss any trends.**

Our SWD subgroup is the lowest performing group in our school. According to the 21-22 FSA results, of our lowest 25% of our students, 59% made learning gains with 35% of the SWD population being proficient (Level 3).

**Which data component showed the greatest decline from the prior year? Explain the factor(s) that contributed to this decline.**

Our overall proficiency levels for ELA went from 71% to 69%.

Factors for this decline include missing approximately 21 days of school due to Hurricane Ian, air conditioner issues for approximately five months and an new ESE teacher who attendance issues.

**Which data component had the greatest gap when compared to the state average? Explain the factor(s) that contributed to this gap and any trends.**

Our school scores were well above the state and district averages. However, our SWD did not exceed the 41% threshold for proficiency.

**Which data component showed the most improvement? What new actions did your school take in this area?**

Our math scores were exceptional in all grades.

A new math curriculum was adopted last year (Savvas). We also use a small group math learning model that is extremely effective.

**Reflecting on the EWS data from Part I, identify one or two potential areas of concern.**

Our major area of concern is the reading achievement of all students. We continue to hover around 70% of students proficient in reading.

Our second goal for this year is to work to improve achievement in reading. We are focused on providing the most appropriate interventions to struggling students, including an intensive reading class to our Level 1.

**Rank your highest priorities (maximum of 5) for school improvement in the upcoming school year.**

SWD subgroup - reading proficiency and learning gains (if being calculated this year)

Reading proficiency for all students

#### Area of Focus

(Identified key Area of Focus that addresses the school's highest priority based on any/all relevant data sources)

:

**#1. ESSA Subgroup specifically relating to Students with Disabilities****Area of Focus Description and Rationale:**

Include a rationale that explains how it was identified as a crucial need from the data reviewed. One Area of Focus must be positive culture and environment. If identified for ATSI or TSI, each identified low-performing subgroup must be addressed.

Our SWD subgroup was selected as ATSI by the State. This group of students is performing at 35%, below the State target of 41%. This trend has been seen here at OEN the last two years.

**Measurable Outcome:**

State the specific measurable outcome the school plans to achieve. This should be a data based, objective outcome.

In our SWD subgroup, at least 41% of students will show proficiency on the PM3 FAST Reading.  
In our SWD subgroup, at least 50% of students will make learning gains (if calculated by the State) on the PM3 FAST Reading results from 23-24, when compared to the PM3 FAST Reading results from 22-23.

**Monitoring:**

Describe how this Area of Focus will be monitored for the desired outcome.

PLCs meetings - Teachers will be tracking this data and the growth of students through...  
FAST Reading PM1, PM2, PM3  
Classroom Assessments  
STAR Testing  
Classroom Observations

**Person responsible for monitoring outcome:**

Kevin Brown (kevinbr@leeschools.net)

**Evidence-based Intervention:**

Describe the evidence-based intervention being implemented for this Area of Focus (Schools identified for ATSI, TSI or CSI must include one or more evidence-based interventions.)

Renaissance STAR  
Really Great Reading  
FAST

**Rationale for Evidence-based Intervention:**

Explain the rationale for selecting this specific strategy.

Renaissance STAR and Really Great Reading are research-based programs, found to yield positive results for student achievement in reading. Renaissance is the computer-based.

**Tier of Evidence-based Intervention**

(Schools that use UniSIG funds for an evidence-based intervention must meet the top three levels of evidence as defined by ESSA section 8101(21)(A).)

Tier 1 - Strong Evidence

**Will this evidence-based intervention be funded with UniSIG?**

No

**Action Steps to Implement**

List the action steps that will be taken as part of this strategy to address the Area of Focus. Identify the person responsible for monitoring each step.

Really Great Reading - will be implemented with fidelity by grade level interventionists through the school year  
Renaissance STAR - Assessments will be given 3-4 times per school year in conjunction with FAST testing .

Classroom teachers and the ESE department will also be responsible for monitoring these.

**Person Responsible:** Kevin Brown (kevinbr@leeschools.net)

## **#2. Positive Culture and Environment specifically relating to Teacher Attendance**

### **Area of Focus Description and Rationale:**

Include a rationale that explains how it was identified as a crucial need from the data reviewed.

One Area of Focus must be positive culture and environment. If identified for ATSI or TSI, each identified low-performing subgroup must be addressed.

Our previous ESE/SWD teacher's attendance was poor and she missed approximately 40 days of school last year. This previous teacher has been replaced with an internal teacher who has excellent attendance.

### **Measurable Outcome:**

State the specific measurable outcome the school plans to achieve. This should be a data based, objective outcome.

We will track the current teacher's attendance.

### **Monitoring:**

Describe how this Area of Focus will be monitored for the desired outcome.

Through our attendance record keeping.

### **Person responsible for monitoring outcome:**

Kevin Brown (kevinbr@leeschools.net)

### **Evidence-based Intervention:**

Describe the evidence-based intervention being implemented for this Area of Focus (Schools identified for ATSI, TSI or CSI must include one or more evidence-based interventions.)

Research shows that students are more likely to make gains when they form a positive relationship with their classroom teacher

### **Rationale for Evidence-based Intervention:**

Explain the rationale for selecting this specific strategy.

Research shows that students are more likely to make gains when they form a positive relationship with their classroom teacher.

### **Tier of Evidence-based Intervention**

(Schools that use UniSIG funds for an evidence-based intervention must meet the top three levels of evidence as defined by ESSA section 8101(21)(A).)

Tier 1 - Strong Evidence

### **Will this evidence-based intervention be funded with UniSIG?**

No

### **Action Steps to Implement**

List the action steps that will be taken as part of this strategy to address the Area of Focus. Identify the person responsible for monitoring each step.

*No action steps were entered for this area of focus*

### **CSI, TSI and ATSI Resource Review**

Describe the process to review school improvement funding allocations and ensure resources are allocated based on needs. This section must be completed if the school is identified as ATSI, TSI or CSI in addition to completing an Area(s) of Focus identifying interventions and activities within the SIP (ESSA 1111(d)(1)(B)(4) and (d)(2)(C)).

The School District of Lee County follows all state and federal guidelines when allocating funding to schools. The schools are budgeted in multi-faceted methods based on the student needs. Initially the schools are tiered based on the following criteria: student proficiency, learning gains, struggling schools, percentage of new teachers, percentage of ELL students, percentage of ESE students for academic support and for funding purposes. Content tiers are also established to provide instructional support resources based on individual student group needs. Within each school's Title I, SAI, and UniSIG plans as appropriate there is a requirement to address ESSA student groups through high quality instruction and monitoring systems. School funding needs are addressed weekly throughout the school year in collaboration with principal supervisors and the budget department. Ongoing monitoring of student data and underperforming subgroups is provided through monthly visits and data chats by principal supervisors.

### **Reading Achievement Initiative for Scholastic Excellence (RAISE)**

#### **Area of Focus Description and Rationale**

Include a description of your Area of Focus (Instructional Practice specifically relating to Reading/ELA) for each grade below, how it affects student learning in literacy, and a rationale that explains how it was identified as a critical need from the data reviewed. Data that should be used to determine the critical need should include, at a minimum:

- The percentage of students below Level 3 on the 2022 statewide, standardized ELA assessment. Identification criteria must include each grade that has 50 percent or more students scoring below level 3 in grades 3-5 on the statewide, standardized ELA assessment.
- The percentage of students in kindergarten through grade 3, based on 2021-2022 end of year screening and progress monitoring data, who are not on track to score Level 3 or above on the statewide, standardized ELA assessment.
- Other forms of data that should be considered: formative, progress monitoring and diagnostic assessment data.

**Grades K-2: Instructional Practice specifically relating to Reading/ELA**

**Grades 3-5: Instructional Practice specifically related to Reading/ELA**



## Measurable Outcomes

State the specific measurable outcome the school plans to achieve for each grade below. This should be a data-based, objective outcome. Include prior year data and a measurable outcome for each of the following:

- Each grade K -3, using the coordinated screening and progress monitoring system, where 50 percent or more of the students are not on track to pass the statewide ELA assessment;
- Each grade 3-5 where 50 percent or more of its students scored below a Level 3 on the most recent statewide, standardized ELA assessment; and
- Grade 6 measurable outcomes may be included, as applicable.

### Grades K-2 Measurable Outcomes

### Grades 3-5 Measurable Outcomes

## Monitoring

### Monitoring

Describe how the school's Area(s) of Focus will be monitored for the desired outcomes. Include a description of how ongoing monitoring will impact student achievement outcomes.

### Person Responsible for Monitoring Outcome

Select the person responsible for monitoring this outcome.

## Evidence-based Practices/Programs

### Description:

Describe the evidence-based practices/programs being implemented to achieve the measurable outcomes in each grade and describe how the identified practices/programs will be monitored. The term "evidence-based" means demonstrating a statistically significant effect on improving student outcomes or other relevant outcomes as provided in 20 U.S.C. §7801(21)(A)(i). Florida's definition limits evidence-based practices/programs to only those with strong, moderate or promising levels of evidence.

- Do the identified evidence-based practices/programs meet Florida's definition of evidence-based (strong, moderate or promising)?
- Do the evidence-based practices/programs align with the district's K-12 Comprehensive Evidence-based Reading Plan?
- Do the evidence-based practices/programs align to the B.E.S.T. ELA Standards?

### Rationale:

Explain the rationale for selecting practices/programs. Describe the resources/criteria used for selecting the practices/programs.

- Do the evidence-based practices/programs address the identified need?
- Do the identified evidence-based practices/programs show proven record of effectiveness for the target population?

**Action Steps to Implement**

List the action steps that will be taken to address the school's Area(s) of Focus. To address the area of focus, identify 2 to 3 action steps and explain in detail for each of the categories below:

- Literacy Leadership
- Literacy Coaching
- Assessment
- Professional Learning

**Action Step****Person Responsible for Monitoring****Title I Requirements****Schoolwide Program Plan (SWP) Requirements**

This section must be completed if the school is implementing a Title I, Part A SWP and opts to use the SIP to satisfy the requirements of the SWP plan, as outlined in the ESSA, Public Law No. 114-95, § 1114(b). This section is not required for non-Title I schools.

**Provide the methods for dissemination of this SIP, UniSIG budget and SWP to stakeholders (e.g., students, families, school staff and leadership and local businesses and organizations). Please articulate a plan or protocol for how this SIP and progress will be shared and disseminated and to the extent practicable, provided in a language a parent can understand. (ESSA 1114(b)(4))**

List the school's webpage\* where the SIP is made publicly available.

OEN is not a Title I school

**Describe how the school plans to build positive relationships with parents, families and other community stakeholders to fulfill the school's mission, support the needs of students and keep parents informed of their child's progress.**

List the school's webpage\* where the school's Family Engagement Plan is made publicly available. (ESSA 1116(b-g))

OEN is not a Title I school

**Describe how the school plans to strengthen the academic program in the school, increase the amount and quality of learning time and help provide an enriched and accelerated curriculum. Include the Area of Focus if addressed in Part II of the SIP. (ESSA 1114(b)(7)ii)**

OEN is not a Title I school

**If appropriate and applicable, describe how this plan is developed in coordination and integration with other Federal, State, and local services, resources and programs, such as programs supported under ESSA, violence prevention programs, nutrition programs, housing programs, Head Start programs, adult education programs, career and technical education programs, and schools implementing CSI or TSI activities under section 1111(d). (ESSA 1114(b)(5))**

OEN is not a Title I school

**Optional Component(s) of the Schoolwide Program Plan**

Include descriptions for any additional strategies that will be incorporated into the plan.

Describe how the school ensures counseling, school-based mental health services, specialized support services, mentoring services, and other strategies to improve students' skills outside the academic subject areas. (ESSA 1114(b)(7)(iii)(I))

OEN is not a Title I school

Describe the preparation for and awareness of postsecondary opportunities and the workforce, which may include career and technical education programs and broadening secondary school students' access to coursework to earn postsecondary credit while still in high school. (ESSA 1114(b)(7)(iii)(II))

OEN is not a Title I school

Describe the implementation of a schoolwide tiered model to prevent and address problem behavior, and early intervening services, coordinated with similar activities and services carried out under the Individuals with Disabilities Education Act. 20 U.S.C. 1400 et seq. and ESSA 1114(b)(7)(iii)(III).

OEN is not a Title I school

Describe the professional learning and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data from academic assessments, and to recruit and retain effective teachers, particularly in high need subjects. (ESSA 1114(b)(7)(iii)(IV))

OEN is not a Title I school

Describe the strategies the school employs to assist preschool children in the transition from early childhood education programs to local elementary school programs. (ESSA 1114(b)(7)(iii)(V))

OEN is not a Title I school

## Budget to Support Areas of Focus

### Part VII: Budget to Support Areas of Focus

The approved budget does not reflect any amendments submitted for this project.

1	III.B.	Area of Focus: ESSA Subgroup: Students with Disabilities	\$0.00
2	III.B.	Area of Focus: Positive Culture and Environment: Teacher Attendance	\$0.00
Total:			\$0.00

### Budget Approval

Check if this school is eligible and opting out of UniSIG funds for the 2023-24 school year.

No

<b>Item Number:</b>	<b>15.C.</b>
<b>Meeting Date:</b>	<b>9/12/2023</b>
<b>Item Type:</b>	<b>NEW BUSINESS:</b>

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Request for Approval of the Oasis Middle School Schoolwide Improvement Plan (SIP) 2023-2024 - Jacquelin Collins, Superintendent , Oasis Charter Schools

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▢ OMS SIP SY 2023-2024	Backup Material



The School District of Lee County

# Oasis Charter Middle School



2023-24

Schoolwide Improvement Plan (SIP)

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# Oasis Charter Middle School

3507 OASIS BLVD, Cape Coral, FL 33914

[www.oasismiddleschool.net](http://www.oasismiddleschool.net)

## School Board Approval

This plan is pending approval by the Lee County School Board.

## SIP Authority

Section 1001.42(18), Florida Statutes (F.S.), requires district school boards to annually approve and require implementation of a new, amended, or continuation SIP for each school in the district which has a school grade of D or F; has a significant gap in achievement on statewide, standardized assessments administered pursuant to s. 1008.22 by one or more student subgroups, as defined in the federal Elementary and Secondary Education Act (ESEA), 20 U.S.C. s. 6311(b)(2)(C)(v)(II); has not significantly increased the percentage of students passing statewide, standardized assessments; has not significantly increased the percentage of students demonstrating Learning Gains, as defined in s. 1008.34, and as calculated under s. 1008.34(3)(b), who passed statewide, standardized assessments; has been identified as requiring instructional supports under the Reading Achievement Initiative for Scholastic Excellence (RAISE) program established in s. 1008.365; or has significantly lower graduation rates for a subgroup when compared to the state's graduation rate. Rule 6A-1.098813, Florida Administrative Code (F.A.C.), requires district school boards to approve a SIP for each Department of Juvenile Justice (DJJ) school in the district rated as Unsatisfactory.

Below are the criteria for identification of traditional public and public charter schools pursuant to the Every Student Succeeds Act (ESSA) State plan:

### Additional Target Support and Improvement (ATSI)

A school not identified for CSI or TSI, but has one or more subgroups with a Federal Index below 41%.

### Targeted Support and Improvement (TSI)

A school not identified as CSI that has at least one consistently underperforming subgroup with a Federal Index below 32% for three consecutive years.

### Comprehensive Support and Improvement (CSI)

A school can be identified as CSI in any of the following four ways:

1. Have an overall Federal Index below 41%;
2. Have a graduation rate at or below 67%;
3. Have a school grade of D or F; or
4. Have a Federal Index below 41% in the same subgroup(s) for 6 consecutive years.

ESEA sections 1111(d) requires that each school identified for ATSI, TSI or CSI develop a support and improvement plan created in partnership with stakeholders (including principals and other school leaders, teachers and parent), is informed by all indicators in the State's accountability system, includes evidence-based interventions, is based on a school-level needs assessment, and identifies resource inequities to be

addressed through implementation of the plan. The support and improvement plans for schools identified as TSI, ATSI and non-Title I CSI must be approved and monitored by the school district. The support and improvement plans for schools identified as Title I, CSI must be approved by the school district and Department. The Department must monitor and periodically review implementation of each CSI plan after approval.

The Department's SIP template in the Florida Continuous Improvement Management System (CIMS), <https://www.floridacims.org>, meets all state and rule requirements for traditional public schools and incorporates all ESSA components for a support and improvement plan required for traditional public and public charter schools identified as CSI, TSI and ATSI, and eligible schools applying for Unified School Improvement Grant (UniSIG) funds.

Districts may allow schools that do not fit the aforementioned conditions to develop a SIP using the template in CIMS.

The responses to the corresponding sections in the Department's SIP template may address the requirements for: 1) Title I schools operating a schoolwide program (SWD), pursuant to ESSA, as amended, Section 1114(b); and 2) charter schools that receive a school grade of D or F or three consecutive grades below C, pursuant to Rule 6A-1.099827, F.A.C. The chart below lists the applicable requirements.

SIP Sections	Title I Schoolwide Program	Charter Schools
I-A: School Mission/Vision		6A-1.099827(4)(a)(1)
I-B-C: School Leadership, Stakeholder Involvement & SIP Monitoring	ESSA 1114(b)(2-3)	
I-E: Early Warning System	ESSA 1114(b)(7)(A)(iii)(III)	6A-1.099827(4)(a)(2)
II-A-C: Data Review		6A-1.099827(4)(a)(2)
II-F: Progress Monitoring	ESSA 1114(b)(3)	
III-A: Data Analysis/Reflection	ESSA 1114(b)(6)	6A-1.099827(4)(a)(4)
III-B: Area(s) of Focus	ESSA 1114(b)(7)(A)(i-iii)	
III-C: Other SI Priorities		6A-1.099827(4)(a)(5-9)
VI: Title I Requirements	ESSA 1114(b)(2, 4-5), (7)(A)(iii)(I-V)-(B) ESSA 1116(b-g)	

Note: Charter schools that are also Title I must comply with the requirements in both columns.

## **Purpose and Outline of the SIP**

The SIP is intended to be the primary artifact used by every school with stakeholders to review data, set goals, create an action plan and monitor progress. The Department encourages schools to use the SIP as a “living document” by continually updating, refining and using the plan to guide their work throughout the year. This printed version represents the SIP as of the "Date Modified" listed in the footer.

## I. School Information

### School Mission and Vision

#### Provide the school's mission statement.

Our mission is 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.

#### Provide the school's vision statement.

We believe that everyone can succeed in a nurturing and secure learning environment that is supported by diverse and meaningful community partnerships.

### School Leadership Team, Stakeholder Involvement and SIP Monitoring

#### School Leadership Team

For each member of the school leadership team, select the employee name and email address from the dropdown. Identify the position title and job duties/responsibilities as it relates to SIP implementation for each member of the school leadership team.:

Name	Position Title	Job Duties and Responsibilities
Hopper, Donnie	Principal	Responsible for full implementation of SIP
Picciolo, Amy	Dean	Lead for management of behavior at OMS.

#### Stakeholder Involvement and SIP Development

Describe the process for involving stakeholders (including the school leadership team, teachers and school staff, parents, students (mandatory for secondary schools) and families, and business or community leaders) and how their input was used in the SIP development process. (ESSA 1114(b)(2))

Note: If a School Advisory Council is used to fulfill these requirements, it must include all required stakeholders.

The Leadership Team consists of a representative from each Department, including ESE and electives. The Principal is the lead of this team. The Dean is also a member of this team.

Our current data was shared with a sampling of our current students, along with our PTO. Both groups share the Leaderships Team desire to increase the academic achievement of all students.

#### SIP Monitoring

Describe how the SIP will be regularly monitored for effective implementation and impact on increasing the achievement of students in meeting the State's academic standards, particularly for those students with the greatest achievement gap. Describe how the school will revise the plan, as necessary, to ensure continuous improvement. (ESSA 1114(b)(3))

Our goal was shared multiple times at preschool week meetings with all staff. They clearly understand the laser focus we will have on our students with disabilities and their academic achievement. Sources of data will include iReady and FAST Reading. Data points will be examined every two weeks.

Adjustments can be made to the support provided to students, along with changes to a student's schedule should they need more intensive reading time.

**Demographic Data**

<b>2023-24 Status</b> (per MSID File)	Active
<b>School Type and Grades Served</b> (per MSID File)	Other School 6-8
<b>Primary Service Type</b> (per MSID File)	K-12 General Education
<b>2022-23 Title I School Status</b>	No
<b>2022-23 Minority Rate</b>	35%
<b>2022-23 Economically Disadvantaged (FRL) Rate</b>	32%
<b>Charter School</b>	Yes
<b>RAISE School</b>	<i>Data will be uploaded when available</i>
<b>2021-22 ESSA Identification</b>	ATSI
<b>Eligible for Unified School Improvement Grant (UniSIG)</b>	No
<b>2021-22 ESSA Subgroups Represented</b> (subgroups with 10 or more students) (subgroups below the federal threshold are identified with an asterisk)	Students With Disabilities (SWD)* English Language Learners (ELL) Asian Students (ASN) Black/African American Students (BLK) Hispanic Students (HSP) Multiracial Students (MUL) White Students (WHT) Economically Disadvantaged Students (FRL)
<b>School Grades History</b>	2021-22: A 2020-21: A 2019-20: A 2018-19: A 2017-18: A
<b>School Improvement Rating History</b>	
<b>DJJ Accountability Rating History</b>	

**Early Warning Systems**

Using 2022-23 data, complete the table below with the number of students by current grade level that exhibit each early warning indicator listed:



Indicator	Grade Level										Total
	K	1	2	3	4	5	6	7	8		
Absent 10% or more days	0	0	0	0	0	0	6	3	2	11	
One or more suspensions	0	0	0	0	0	0	25	43	17	85	
Course failure in English Language Arts (ELA)	0	0	0	0	0	0	0	0	0		
Course failure in Math	0	0	0	0	0	0	0	2	0	2	
Level 1 on statewide ELA assessment	0	0	0	0	0	0	28	35	27	90	
Level 1 on statewide Math assessment	0	0	0	0	0	0	25	13	6	44	
Number of students with a substantial reading deficiency as defined by Rule 6A-6.0531, F.A.C.	0	0	0	0	0	0	0	0	0		

**Using the table above, complete the table below with the number of students by current grade level that have two or more early warning indicators:**

Indicator	Grade Level									Total
	K	1	2	3	4	5	6	7	8	
Students with two or more indicators	0	0	0	0	0	0	7	7	3	17

**Using the table above, complete the table below with the number of students identified retained:**

Indicator	Grade Level									Total
	K	1	2	3	4	5	6	7	8	
Retained Students: Current Year	0	0	0	0	0	0	0	0	0	
Students retained two or more times	0	0	0	0	0	0	0	0	0	

#### **Prior Year (2022-23) As Initially Reported (pre-populated)**

**The number of students by grade level that exhibited each early warning indicator:**

Indicator	Grade Level	Total
Absent 10% or more school days		
One or more suspensions		
Course failure in English Language Arts (ELA)		
Course failure in Math		
Level 1 on statewide FSA ELA assessment		
Level 1 on statewide FSA Math assessment		
Number of students with a substantial reading deficiency as defined by Rule 6A-6.0531, F.A.C.		

**The number of students by current grade level that had two or more early warning indicators:**

Indicator	Grade Level	Total
Students with two or more indicators		

**The number of students identified retained:**



Indicator	Grade Level	Total
Retained Students: Current Year		
Students retained two or more times		

**Prior Year (2022-23) Updated (pre-populated)**

Section 3 includes data tables that are pre-populated based off information submitted in prior year's SIP.

**The number of students by grade level that exhibited each early warning indicator:**

Indicator	Grade Level									Total
	K	1	2	3	4	5	6	7	8	
Absent 10% or more school days	0	0	0	0	0	0	0	0	0	0
One or more suspensions	0	0	0	0	0	0	0	0	0	0
Course failure in English Language Arts (ELA)	0	0	0	0	0	0	0	0	0	0
Course failure in Math	0	0	0	0	0	0	0	0	0	0
Level 1 on statewide FSA ELA assessment	0	0	0	0	0	0	0	0	0	0
Level 1 on statewide FSA Math assessment	0	0	0	0	0	0	0	0	0	0
Number of students with a substantial reading deficiency as defined by Rule 6A-6.0531, F.A.C.	0	0	0	0	0	0	0	0	0	0

**The number of students by current grade level that had two or more early warning indicators:**

Indicator	Grade Level									Total
	K	1	2	3	4	5	6	7	8	
Students with two or more indicators	0	0	0	0	0	0	0	0	0	0

**The number of students identified retained:**

Indicator	Grade Level									Total
	K	1	2	3	4	5	6	7	8	
Retained Students: Current Year	0	0	0	0	0	0	0	0	0	0
Students retained two or more times	0	0	0	0	0	0	0	0	0	0

**II. Needs Assessment/Data Review****ESSA School, District and State Comparison (pre-populated)**

Please note that the district and state averages shown here represent the averages for similar school types (elementary, middle, high school or combination schools). Each "blank" cell indicates the school had less than 10 eligible students with data for a particular component and was not calculated for the school.

District and State data will be uploaded when available.

Accountability Component	2022			2021			2019		
	School	District	State	School	District	State	School	District	State
ELA Achievement*	73			70			71		

Accountability Component	2022			2021			2019		
	School	District	State	School	District	State	School	District	State
ELA Learning Gains	58			63			61		
ELA Lowest 25th Percentile	49			44			49		
Math Achievement*	78			74			77		
Math Learning Gains	70			66			70		
Math Lowest 25th Percentile	62			47			69		
Science Achievement*	60			52			62		
Social Studies Achievement*	87			81			84		
Middle School Acceleration	72			70			81		
Graduation Rate									
College and Career Acceleration									
ELP Progress									

\* In cases where a school does not test 95% of students in a subject, the achievement component will be different in the Federal Percent of Points Index (FPPI) than in school grades calculation.

See [Florida School Grades, School Improvement Ratings and DJJ Accountability Ratings](#).

#### ESSA School-Level Data Review (pre-populated)

2021-22 ESSA Federal Index	
ESSA Category (CSI, TSI or ATSI)	ATSI
OVERALL Federal Index – All Students	68
OVERALL Federal Index Below 41% - All Students	No
Total Number of Subgroups Missing the Target	1
Total Points Earned for the Federal Index	609
Total Components for the Federal Index	9
Percent Tested	97
Graduation Rate	

#### ESSA Subgroup Data Review (pre-populated)

**2021-22 ESSA SUBGROUP DATA SUMMARY**

<b>ESSA Subgroup</b>	<b>Federal Percent of Points Index</b>	<b>Subgroup Below 41%</b>	<b>Number of Consecutive years the Subgroup is Below 41%</b>	<b>Number of Consecutive Years the Subgroup is Below 32%</b>
SWD	32	Yes	3	
ELL	65			
AMI				
ASN	90			
BLK	65			
HSP	69			
MUL	70			
PAC				
WHT	67			
FRL	64			

**Accountability Components by Subgroup**

Each "blank" cell indicates the school had less than 10 eligible students with data for a particular component and was not calculated for the school. (pre-populated)

**2021-22 ACCOUNTABILITY COMPONENTS BY SUBGROUPS**

<b>Subgroups</b>	<b>ELA Ach.</b>	<b>ELA LG</b>	<b>ELA LG L25%</b>	<b>Math Ach.</b>	<b>Math LG</b>	<b>Math LG L25%</b>	<b>Sci Ach.</b>	<b>SS Ach.</b>	<b>MS Accel.</b>	<b>Grad Rate 2020-21</b>	<b>C &amp; C Accel 2020-21</b>	<b>ELP Progress</b>
All Students	73	58	49	78	70	62	60	87	72			
SWD	19	33	35	26	54	47	8	33				
ELL	55	55		75	75							
AMI												
ASN	92	77		100	92							
BLK	79	63		61	56							
HSP	73	62	55	79	73	62	54	93	69			
MUL	71	60		76	75			67				
PAC												
WHT	72	56	44	78	68	61	64	86	72			
FRL	67	61	54	72	67	64	42	82	65			

2020-21 ACCOUNTABILITY COMPONENTS BY SUBGROUPS												
Subgroups	ELA Ach.	ELA LG	ELA LG L25%	Math Ach.	Math LG	Math LG L25%	Sci Ach.	SS Ach.	MS Accel.	Grad Rate 2019-20	C & C Accel 2019-20	ELP Progress
All Students	70	63	44	74	66	47	52	81	70			
SWD	30	38	19	28	38	36	19	20				
ELL	71	71		86	73			73				
AMI												
ASN	92	69		85	69							
BLK	50	50		45	32	27						
HSP	69	66	43	71	67	46	54	75	68			
MUL	75	71		75	71							
PAC												
WHT	70	61	44	76	67	49	52	86	72			
FRL	56	55	44	66	60	46	43	68	54			

2018-19 ACCOUNTABILITY COMPONENTS BY SUBGROUPS												
Subgroups	ELA Ach.	ELA LG	ELA LG L25%	Math Ach.	Math LG	Math LG L25%	Sci Ach.	SS Ach.	MS Accel.	Grad Rate 2017-18	C & C Accel 2017-18	ELP Progress
All Students	71	61	49	77	70	69	62	84	81			
SWD	26	47	50	37	55	63	5	40				
ELL	69	82		63	59							
AMI												
ASN	83	83		100	83							
BLK	69	62		65	69	55	40					
HSP	70	60	47	79	71	71	62	83	81			
MUL	65	61		70	78							
PAC												
WHT	71	61	46	77	68	68	64	85	80			
FRL	62	57	45	71	66	63	54	77	78			

#### Grade Level Data Review– State Assessments (pre-populated)

The data are raw data and include ALL students who tested at the school. This is not school grade data. The percentages shown here represent ALL students who received a score of 3 or higher on the statewide assessments.

An asterisk (\*) in any cell indicates the data has been suppressed due to fewer than 10 students tested, or all tested students scoring the same.

**School, District and State data will be uploaded when available.**

### III. Planning for Improvement

#### Data Analysis/Reflection

Answer the following reflection prompts after examining any/all relevant school data sources.

**Which data component showed the lowest performance? Explain the contributing factor(s) to last year's low performance and discuss any trends.**

Our SWD subgroup is the lowest performing group in our school. This has been an ongoing trend. We need to devote more uninterrupted academic time to these students.

**Which data component showed the greatest decline from the prior year? Explain the factor(s) that contributed to this decline.**

Our Civics scores declined from 84% to 75%.

Factors for this decline included missing approximately 21 days of school due to Hurricane Ian and air conditioner issues, and, the addition of a new staff member to the Civics department.

**Which data component had the greatest gap when compared to the state average? Explain the factor(s) that contributed to this gap and any trends.**

We are approximately 10% more students scoring at Level 1 for our SWD reading proficiency.

**Which data component showed the most improvement? What new actions did your school take in this area?**

Our math scores were exceptional in all grades.

A new math curriculum was adopted last year (Savvas). All math teachers were returning teachers.

**Reflecting on the EWS data from Part I, identify one or two potential areas of concern.**

Our major area of concern is the reading achievement of all students. We continue to hover around 70% of students proficient in reading.

Our second goal for this year is to work to improve achievement in reading. We are focused on providing the most appropriate interventions to struggling students, including an intensive reading class to our Level 1 students.

**Rank your highest priorities (maximum of 5) for school improvement in the upcoming school year.**

SWD subgroup - reading proficiency and learning gains (if being calculated this year)

Reading proficiency for all students

#### Area of Focus

(Identified key Area of Focus that addresses the school's highest priority based on any/all relevant data sources)

:



**#1. ESSA Subgroup specifically relating to Students with Disabilities****Area of Focus Description and Rationale:**

Include a rationale that explains how it was identified as a crucial need from the data reviewed.

One Area of Focus must be positive culture and environment. If identified for ATSI or TSI, each identified low-performing subgroup must be addressed.

Our SWD subgroup was selected as ATSI by the State. This group of students is performing at 32%, far below the State target of 41%. This trend has been seen here at OMS for at least three years.

**Measurable Outcome:**

State the specific measurable outcome the school plans to achieve. This should be a data based, objective outcome.

In our SWD subgroup, at least 50% of students will show proficiency on the PM3 FAST Reading.

In our SWD subgroup, at least 50% of students will make learning gains (if calculated by the State) on the PM3 FAST Reading results from 23-24, when compared to the PM3 FAST Reading results from 22-23.

**Monitoring:**

Describe how this Area of Focus will be monitored for the desired outcome.

PLCs will be tracking this data and the growth of students through...

FAST Reading PM1, PM2, PM3

iReady Learning Paths

Fluency Checks

**Person responsible for monitoring outcome:**

Donnie Hopper (donnieh@leeschools.net)

**Evidence-based Intervention:**

Describe the evidence-based intervention being implemented for this Area of Focus (Schools identified for ATSI, TSI or CSI must include one or more evidence-based interventions.)

iReady/Ready - Curriculum Associates

All reading teachers will be providing each student with the diagnostic in iReady. A learning path will be set for all students. Small group instruction should take place in each classroom for our SWD. Appropriate support from the general education teacher, the ESE teacher, and the two ESE paraprofessionals will be provided.

**Rationale for Evidence-based Intervention:**

Explain the rationale for selecting this specific strategy.

iReady/Ready is a research-based program, found to yield positive results for student achievement in both reading and math. iReady is the computer-based portion, while Ready is the hard copy workbook format.

**Tier of Evidence-based Intervention**

(Schools that use UniSIG funds for an evidence-based intervention must meet the top three levels of evidence as defined by ESSA section 8101(21)(A).)

Tier 1 - Strong Evidence

**Will this evidence-based intervention be funded with UniSIG?**

No

**Action Steps to Implement**

List the action steps that will be taken as part of this strategy to address the Area of Focus. Identify the person responsible for monitoring each step.

*No action steps were entered for this area of focus*

**#2. Positive Culture and Environment specifically relating to Other****Area of Focus Description and Rationale:**

Include a rationale that explains how it was identified as a crucial need from the data reviewed.

One Area of Focus must be positive culture and environment. If identified for ATSI or TSI, each identified low-performing subgroup must be addressed.

To increase the positive culture and environment at OMS, a new positive behavior interventions and supports program will be implemented. Implementing a new program will decrease negative student behavior, decrease the number of referrals and suspensions, and increase student motivation by providing positive incentives for students.

**Measurable Outcome:**

State the specific measurable outcome the school plans to achieve. This should be a data based, objective outcome.

With the new PBIS program, OMS will reduce our number of referrals by 25%, from 629 total referrals to 471 referrals. At the same time, OMS will reduce our number of out-of-school suspensions by 10%, from 82 incidents to 74 incidents.

**Monitoring:**

Describe how this Area of Focus will be monitored for the desired outcome.

We will be monitoring the number of referrals entered into Focus (our SIS system).

**Person responsible for monitoring outcome:**

Amy Picciolo (amy.picciolo@capecharterschools.org)

**Evidence-based Intervention:**

Describe the evidence-based intervention being implemented for this Area of Focus (Schools identified for ATSI, TSI or CSI must include one or more evidence-based interventions.)

PBIS has been selected to improve student behavior. as it is an evidence-based three-tiered framework to improve and integrate all of the data, systems, and practices affecting student outcomes every day.

**Rationale for Evidence-based Intervention:**

Explain the rationale for selecting this specific strategy.

PBIS is an evidence-based three-tiered framework to improve and integrate all of the data, systems, and practices affecting student outcomes every day.

**Tier of Evidence-based Intervention**

(Schools that use UniSIG funds for an evidence-based intervention must meet the top three levels of evidence as defined by ESSA section 8101(21)(A).)

Tier 1 - Strong Evidence

**Will this evidence-based intervention be funded with UniSIG?**

No

**Action Steps to Implement**

List the action steps that will be taken as part of this strategy to address the Area of Focus. Identify the person responsible for monitoring each step.

*No action steps were entered for this area of focus*

### **CSI, TSI and ATSI Resource Review**

Describe the process to review school improvement funding allocations and ensure resources are allocated based on needs. This section must be completed if the school is identified as ATSI, TSI or CSI in addition to completing an Area(s) of Focus identifying interventions and activities within the SIP (ESSA 1111(d)(1)(B)(4) and (d)(2)(C)).

The School District of Lee County follows all state and federal guidelines when allocating funding to schools. The schools are budgeted in multi-faceted methods based on the student needs. Initially the schools are tiered based on the following criteria: student proficiency, learning gains, struggling schools, % of new teachers, % of ELL students, % of ESE students for academic support and for funding purposes. Content tiers are also established to provide instructional support resources based on individual student group needs. Within each school's Title I, SAI, and UniSIG plans as appropriate there is a requirement to address ESSA student groups through high quality instruction and monitoring systems. School funding needs are addressed weekly throughout the school year in collaboration with principal supervisors and the budget department. Ongoing monitoring of student data and underperforming subgroups is provided through monthly visits and data chats by principal supervisors.

### **Reading Achievement Initiative for Scholastic Excellence (RAISE)**

#### **Area of Focus Description and Rationale**

Include a description of your Area of Focus (Instructional Practice specifically relating to Reading/ELA) for each grade below, how it affects student learning in literacy, and a rationale that explains how it was identified as a critical need from the data reviewed. Data that should be used to determine the critical need should include, at a minimum:

- The percentage of students below Level 3 on the 2022 statewide, standardized ELA assessment. Identification criteria must include each grade that has 50 percent or more students scoring below level 3 in grades 3-5 on the statewide, standardized ELA assessment.
- The percentage of students in kindergarten through grade 3, based on 2021-2022 end of year screening and progress monitoring data, who are not on track to score Level 3 or above on the statewide, standardized ELA assessment.
- Other forms of data that should be considered: formative, progress monitoring and diagnostic assessment data.

**Grades K-2: Instructional Practice specifically relating to Reading/ELA**

**Grades 3-5: Instructional Practice specifically related to Reading/ELA**



## Measurable Outcomes

State the specific measurable outcome the school plans to achieve for each grade below. This should be a data-based, objective outcome. Include prior year data and a measurable outcome for each of the following:

- Each grade K -3, using the coordinated screening and progress monitoring system, where 50 percent or more of the students are not on track to pass the statewide ELA assessment;
- Each grade 3-5 where 50 percent or more of its students scored below a Level 3 on the most recent statewide, standardized ELA assessment; and
- Grade 6 measurable outcomes may be included, as applicable.

### Grades K-2 Measurable Outcomes

### Grades 3-5 Measurable Outcomes

## Monitoring

### Monitoring

Describe how the school's Area(s) of Focus will be monitored for the desired outcomes. Include a description of how ongoing monitoring will impact student achievement outcomes.

### Person Responsible for Monitoring Outcome

Select the person responsible for monitoring this outcome.

## Evidence-based Practices/Programs

### Description:

Describe the evidence-based practices/programs being implemented to achieve the measurable outcomes in each grade and describe how the identified practices/programs will be monitored. The term "evidence-based" means demonstrating a statistically significant effect on improving student outcomes or other relevant outcomes as provided in 20 U.S.C. §7801(21)(A)(i). Florida's definition limits evidence-based practices/programs to only those with strong, moderate or promising levels of evidence.

- Do the identified evidence-based practices/programs meet Florida's definition of evidence-based (strong, moderate or promising)?
- Do the evidence-based practices/programs align with the district's K-12 Comprehensive Evidence-based Reading Plan?
- Do the evidence-based practices/programs align to the B.E.S.T. ELA Standards?

### Rationale:

Explain the rationale for selecting practices/programs. Describe the resources/criteria used for selecting the practices/programs.

- Do the evidence-based practices/programs address the identified need?
- Do the identified evidence-based practices/programs show proven record of effectiveness for the target population?

**Action Steps to Implement**

List the action steps that will be taken to address the school's Area(s) of Focus. To address the area of focus, identify 2 to 3 action steps and explain in detail for each of the categories below:

- Literacy Leadership
- Literacy Coaching
- Assessment
- Professional Learning

**Action Step****Person Responsible for Monitoring****Title I Requirements****Schoolwide Program Plan (SWP) Requirements**

This section must be completed if the school is implementing a Title I, Part A SWP and opts to use the SIP to satisfy the requirements of the SWP plan, as outlined in the ESSA, Public Law No. 114-95, § 1114(b). This section is not required for non-Title I schools.

**Provide the methods for dissemination of this SIP, UniSIG budget and SWP to stakeholders (e.g., students, families, school staff and leadership and local businesses and organizations). Please articulate a plan or protocol for how this SIP and progress will be shared and disseminated and to the extent practicable, provided in a language a parent can understand. (ESSA 1114(b)(4))**

List the school's webpage\* where the SIP is made publicly available.

Not a Title I school

**Describe how the school plans to build positive relationships with parents, families and other community stakeholders to fulfill the school's mission, support the needs of students and keep parents informed of their child's progress.**

List the school's webpage\* where the school's Family Engagement Plan is made publicly available. (ESSA 1116(b-g))

Not a Title I school

**Describe how the school plans to strengthen the academic program in the school, increase the amount and quality of learning time and help provide an enriched and accelerated curriculum. Include the Area of Focus if addressed in Part II of the SIP. (ESSA 1114(b)(7)ii)**

Not a Title I school

**If appropriate and applicable, describe how this plan is developed in coordination and integration with other Federal, State, and local services, resources and programs, such as programs supported under ESSA, violence prevention programs, nutrition programs, housing programs, Head Start programs, adult education programs, career and technical education programs, and schools implementing CSI or TSI activities under section 1111(d). (ESSA 1114(b)(5))**

Not a Title I school

**Optional Component(s) of the Schoolwide Program Plan**

Include descriptions for any additional strategies that will be incorporated into the plan.

Describe how the school ensures counseling, school-based mental health services, specialized support services, mentoring services, and other strategies to improve students' skills outside the academic subject areas. (ESSA 1114(b)(7)(iii)(I))

Not a Title I school

Describe the preparation for and awareness of postsecondary opportunities and the workforce, which may include career and technical education programs and broadening secondary school students' access to coursework to earn postsecondary credit while still in high school. (ESSA 1114(b)(7)(iii)(II))

Not a Title I school

Describe the implementation of a schoolwide tiered model to prevent and address problem behavior, and early intervening services, coordinated with similar activities and services carried out under the Individuals with Disabilities Education Act. 20 U.S.C. 1400 et seq. and ESSA 1114(b)(7)(iii)(III).

Not a Title I school

Describe the professional learning and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data from academic assessments, and to recruit and retain effective teachers, particularly in high need subjects. (ESSA 1114(b)(7)(iii)(IV))

Not a Title I school

Describe the strategies the school employs to assist preschool children in the transition from early childhood education programs to local elementary school programs. (ESSA 1114(b)(7)(iii)(V))

Not a Title I school

**Budget to Support Areas of Focus****Part VII: Budget to Support Areas of Focus**

The approved budget does not reflect any amendments submitted for this project.

1	III.B.	Area of Focus: ESSA Subgroup: Students with Disabilities	\$0.00
2	III.B.	Area of Focus: Positive Culture and Environment: Other	\$0.00
Total:			\$0.00

**Budget Approval**

Check if this school is eligible and opting out of UniSIG funds for the 2023-24 school year.

No

<b>Item Number:</b>	<b>15.D.</b>
<b>Meeting Date:</b>	<b>9/12/2023</b>
<b>Item Type:</b>	<b>NEW BUSINESS:</b>

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Request for Approval of the AMENDED Oasis Charter Schools Instructional Calendar SY 2023-2024 - Superintendent Jacquelin Collins

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▢ AMENDED CALENDAR SY 2023-2024	Backup Material





# Oasis Charter Schools

## Amended 2023-2024

### Instructional Calendar



July 2023							January 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
30	31												
August 2023							February 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3
6	7	8	9	10	11	12	4	5	6	7	8	9	10
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30	31			25	26	27	28	29		
September 2023							March 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2						1	2
3	4	5	6	7	8	9	3	4	5	6	7	8	9
10	11	12	13	14	15	16	10	11	12	13	14	15	16
17	18	19	20	21	22	23	17	18	19	20	21	22	23
24	25	26	27	28	29	30	24	25	26	27	28	29	30
							31						
October 2023							April 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7		1	2	3	4	5	6
8	9	10	11	12	13	14	7	8	9	10	11	12	13
15	16	17	18	19	20	21	14	15	16	17	18	19	20
22	23	24	25	26	27	28	21	22	23	24	25	26	27
29	30	31					28	29	30				
November 2023							May 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4				1	2	3	4
5	6	7	8	9	10	11	5	6	7	8	9	10	11
12	13	14	15	16	17	18	12	13	14	15	16	17	18
19	20	21	22	23	24	25	19	20	21	22	23	24	25
26	27	28	29	30			26	27	28	29	30	31	
December 2023							June 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2							1
3	4	5	6	7	8	9	2	3	4	5	6	7	8
10	11	12	13	14	15	16	9	10	11	12	13	14	15
17	18	19	20	21	22	23	16	17	18	19	20	21	22
24	25	26	27	28	29	30	23	24	25	26	27	28	29
31							30						

- Holiday – Schools Closed
- Professional Duty Day – No School for Students
- First and Last Student Day
- Early Dismissal Days – Students
- Hurricane Make-Up Day

Pre-School Week

*Special Notes*  
*All Jewish Holidays*  
*begin at sundown the day*  
*before they are listed*

Item Number:	17.A.
Meeting Date:	9/12/2023
Item Type:	TIME AND DATE OF NEXT MEETING

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School  
Authority

**TITLE:**

The Next Regular Governing Board Meeting will be held on Tuesday, October 10, 2023 at 5:30p.m., in Cape Coral City Council Chambers, 1015 Cultural Park Blvd., Cape Coral, FL 33990

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**