



AGENDA

REGULAR MEETING OF THE CAPE CORAL CHARTER SCHOOL GOVERNING BOARD

Tuesday, December 14, 2021

City of Cape Coral Council Chambers

5:30 PM

1. CALL TO ORDER

A. Chairman Dr. Guido Minaya

2. MOMENT OF SILENCE:

A. Chairman Dr. Guido Minaya

3. PLEDGE OF ALLEGIANCE:

A. Chairman Dr. Guido Minaya

4. ROLL CALL:

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

5. APPROVAL OF MINUTES:

A. Approval of the Minutes of the Regular Governing Board Meeting on Tuesday, October 12, 2021.

6. APPROVAL OF AGENDA REGULAR MEETING:

A. Approval of the Agenda for the Regular Governing Board Meeting, December 14, 2021.

7. PUBLIC COMMENT:

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

8. CONSENT AGENDA:

A. Request for Acceptance and Approval of the City of Cape Coral

Oasis Charter Schools Instructional Calendar School Year 2022-2023 - Superintendent Jacquelin Collins

- B. Request for Approval of the Meeting Dates for the Cape Coral Charter School Authority Budget Workshop #1, and Budget Workshop #2 - Superintendent Collins
- C. Request for Approval and Adoption of the NEOLA Policy Updates: 0100, 0131, 0161, 0165.01, 1120, 1121.01, 1215, 1590, 2111, 2215, 2410, 2417, 2421, 2423, 2430, 2431.03, 2520, 2521, 2605, 2800, 3120, 3121.01, 3215, 3590, 4120, 4121.01, 4215, 4590 - Superintendent Collins. Updates can be viewed at www.capecharterschools.org. Go to Governing Board, CLICK Meetings, Go to Current Agenda, CLICK NEOLA UPDATES
- D. Request for Approval and Adoption of the NEOLA Policy Updates: 5225, 5410.01, 5460, 5500, 5512, 5630.01, 5722, 6152, 6152.01, 7434, 7440.01, 8141, 8310, 8330, 8406, 8420, 8450.01, 8452, 8800, 9800 - Superintendent Collins. Updates can be viewed at www.capecharterschools.org. Go to Governing Board, CLICK Meetings, Go to Current Agenda, CLICK NEOLA UPDATES

9. SUPERINTENDENT REPORT:

- A. Jacquelin Collins, Superintendent, Oasis Charter Schools

10. CITY MANAGER REPORT:

- A. Connie Barron, Assistant City Manager, City of Cape Coral
- B. Michelle Hoffmann, ITS Director, City of Cape Coral

11. CHAIRMAN REPORT:

- A. Chairman Dr. Guido Minaya

12. FOUNDATION REPORT:

- A. Gary Cerny, President, Cape Coral Municipal Charter School Foundation

13. STAFF COMMENT:

- A. No Activity

14. UNFINISHED BUSINESS:

- A. Request for Acceptance and Approval of the Corrected Meeting Dates for the City of Cape Coral Charter School Authority Governing Board from January to August 2022 to include Tuesday, August 16, 2022 - Superintendent Collins

15. NEW BUSINESS:

- A. Request for Acceptance and Approval of the "Amended Master Lease Agreement for All Charter Schools and Facilities" with the City of Cape Coral, Florida -Superintendent Jacquelin Collins
- B. Request for Acceptance and Approval of the "HB 2707 Oasis

Charter Schools Makerspace Initiative," Florida Board of Education Project Award, TAPS Number 22A169, in the amount of \$341,373.80 to be Used for the Oasis Charter Schools STEM Education Program - Dr John Omundsen, Director of STEM Education

- C. Request for Acceptance and Approval of the "HB 2707 Oasis Charter Schools Makerspace Initiative," Gunterberg Charitable Foundation - Culliton Family Matching Donation in the amount of \$140,000.00 to be Used for the Oasis Charter Schools STEM Education Program - Dr John Omundsen, Director of STEM Education
- D. Request for Acceptance and Approval of the "HB 2707 Oasis Charter Schools Makerspace Initiative," Cape Coral Municipal Charter School Foundation Matching Donation in the amount of \$5,000.00 to be Used for the Oasis Charter Schools STEM Education Program - Dr John Omundsen, Director of STEM Education
- E. Request for Acceptance and Approval of the "HB 2707 Oasis Charter Schools Makerspace Initiative," Oasis Elementary North Parent Teacher Organization (PTO) Matching Donation in the amount of \$15,000.00 to be Used for the Oasis Charter Schools STEM Education Program - Dr John Omundsen, Director of STEM Education
- F. Request for Acceptance and Approval of the "HB 2707 Oasis Charter Schools Makerspace Initiative," Oasis Elementary South Parent Teacher Organization (PTO) Matching Donation in the Amount of \$10,000.00 to be Used for the Oasis Charter Schools STEM Education Program - Dr John Omundsen, Director of STEM Education
- G. Request for Acceptance and Approval of the "HB 2707 Oasis Charter Schools Makerspace Initiative," Oasis Middle School Parent Teacher Organization (PTO) Matching Donation in the amount of \$5,000.00 to be Used for the Oasis Charter Schools STEM Education Program - Dr John Omundsen, Director of STEM Education

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, January 18, 2022 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 S.S. 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact the Human Resources Department whose Office is located at Cape Coral City Hall, telephone 1-239-574-0530 for assistance; if hearing impaired, telephone the Florida Relay Service Numbers, 1-800-955-8771 (TDD) or 1-800-955-8700 (v) for assistance. In accordance with Florida Statute 286.0105: any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

Item Number:	1.A.
Meeting Date:	12/14/2021
Item Type:	CALL TO ORDER

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Chairman Dr. Guido Minaya

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 2.A.

Meeting Date: 12/14/2021

Item Type: MOMENT OF SILENCE:

AGENDA REQUEST FORM

City Of Cape Coral Charter School Authority

TITLE:

Chairman Dr. Guido Minaya

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 3.A.

Meeting
Date: 12/14/2021

Item Type: PLEDGE OF
ALLEGIANCE:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:

Chairman Dr. Guido Minaya

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number:	4.A.
Meeting Date:	12/14/2021
Item Type:	ROLL CALL:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

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

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 5.A.

Meeting Date: 12/14/2021

Item Type: APPROVAL OF MINUTES:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:

Approval of the Minutes of the Regular Governing Board Meeting on Tuesday, October 12, 2021.

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

	Description
▣	GB MINUTES OCT 12 2021

Type
Backup Material



GOVERNING BOARD MINUTES

Regular Meeting

City of Cape Coral Charter School Authority Governing Board Regular Meeting City Council Chambers Tuesday, October 12, 2021 at 5:30p.m.

1. Call to Order

Chairman Dr. Guido Minaya

A Regular Meeting of the City of Cape Coral Charter School Authority Governing Board of Lee County, Florida, met on Tuesday, October 12, 2021 at City Council Chambers, Cape Coral FL 33990. Chairman Minaya called the meeting to order at 5:30p.m.

2. Moment of Silence

Chairman Minaya

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

Chairman Minaya

4. Roll Call

Chairman Minaya, Vice-Chair Rodriguez Meehan, Jackson, Mitchell.

Parent Representatives(s) Hoagland - OHS, Frank - OEN/OES.

ABSENT EXCUSED: Campbell, Raso Tate, Dist. 1. Parent Representative: Kalbhenn, OMS

Also Present: Jacquelin Collins, Superintendent

Danielle Jensen, Director of Food Service and Transportation

Dr Christina Britton, Principal, Oasis High

Donnie Hopper, Principa, OMS

Dr Brianne Romano, AP OMS

Kevin Brown, Principal, OEN

KellyWeeks, AP OEN

MaryBeth Grecsek, Principal, OES

Dr. John Omundsen, Director STEM Education

Dolores Menendez, City Attorney

Mark Moriarty, Assistant City Attorney, City of Cape Coral

CCPD Officer Busch

5. Approval of Minutes

*Motion made by Member Mitchell, Second by Member Rodriguez Meehan to Approve the Minutes of the Regular Meeting on Tuesday, September 14, 2021 Unanimous.
Motion Carried*

6. Approval of Regular Agenda Meeting

*Motion made by Member Mitchell, Second by Member Rodriguez Meehan to Approve the Agenda for the Regular Governing Board Meeting, on Tuesday, October 12, 2021.
Unanimous Motion Carried*

7. Public Comment

Public Comment Speaking Time is to be limited up to three (3) minutes per individual; 45 minutes total Public Comment time.

No Activity

8. Consent Agenda

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

8A. **APPROVED** the Adoption, Amendment, or Repeal of the Proposed NEOLA Policy 2266: *NonDiscrimination on the Basis of Sex in Education Programs and Activities* - Superintendent Collins

8B. **APPROVED** the City of Cape Coral Charter School Authority Governing Board Regular Meetings from January - August 2022 - Superintendent Collins

9. Superintendent's Report

SIR - Mentioned Superintendent's Interim Report has been reactivated and will continue to be provided on a monthly basis. The general public can also view the report by going on the Authority's website at: www.capecharterschools.org.

TRANSP0 - The OCS Transportation Dept has a new leadership team. Danielle Jensen is the new Director of Transportation and Tammy Daniels is the Transportation Coordinator. The search is still on for a new Driver Dispatxher.

COGNIA - Gave overview of expectations and administrative preparations for the COGNIA Accreditation Engagement Review coming up November 8-11, 2021. The COGNIA Evaluation Team will have their renewal decision by the end of the day on November 11th; the superintendent will report the results to the Governing Board and City Manager's Office immediately following the presentation.

CLA AUDIT - October is the month to fine tune the CLA Audit Review. This year because of the extensive grant funding and necessary tracking the due date has been moved to November 15th. Collins is writing a letter to the Education Commission confirming the extension to November

HALF-CENT SALES SURTAX - The LCSD Half-Cent Sales Surtax discussion is still on the table. Our offices are in contact with the LCSB and hoping to either have an active discussion or be an item on their agenda. As soon as we hear anything the Board will be updated.

TAC (Teacher Advisory Committee) Meetings have restarted; they will be held bi-monthly. Collins reviewed the Marzano method of teacher evaluation that will be used throughout the system which is a Strategic Plan goal.

STEM MAKERSPACE INITIATIVE funding and matching grants are almost complete. During the next regular meeting Dr Omundsen will ask for your acceptance and approval of the all funding.

SWFL SCIENTISTS SOCIETY - Superintendent and STEM Director attending luncheon. The topic is Tech Research & Development. The SWFLSS has always been a huge supporter of the Oasis Schools and it's always nice to partner with them when we can.

CORONAVIRUS REPORT AUG TO OCT- Gave overview of the ongoing coronavirus impact on the charter schools, which is down significantly since the beginning of the school year in August.

10. **Chairman's Report**

Thanked fellow Board members for their dedication to the schools.

Discussed the Chair's Perspective City-Charter Transition Dashboard (see chart)

Superintendent Collins explained custodial services and staffing issues are still big challenges at all the schools. She has reached out to the proper City departments for answers and support. Minaya suggested an interim meeting to discuss the current

issues directly with the City. Superintendent Collins would like to give the City an opportunity to respond within the next few days. IT issues were also discussed and some teachers are still frustrated with the level of assistance and timing vs ticketing. Collins thinks it's just a matter of time before the two systems start working together more smoothly.

11. Foundation Report

Jennifer Hoagland - Treasurer

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

Foundation Grant applications are incoming and funding is going directly to programs that teachers apply for and have been awarded.

Teacher/Staff/Bus Driver Appreciation Days have been well received and well earned.

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

12. Staff Comment

No Activity

13. Unfinished Business

Motion made by Member Mitchell, Second by Member Rodriguez Meehan to Approve Oasis Charter Schools to Piggyback on the Premier Healthcare Alliance, L.P. Contract with US Foods to Purchase Food for the National School Lunch Program at Oasis Charter School - Danielle Jensen, Director Food Services and Transportation. Unanimous Motion Carried

14. New Business

14A. Motion made by Member Jackson, Second by Member Minaya to Approve Oasis Charter Schools to Use Reserves in the amount of \$82,855.97 to Reimburse the City of Cape Coral for the Purchase of the COMPUQUIP Palo Alto Networks Cybersecurity Firewall - Superintendent Collins Unanimous by Vote. Motion Passed

Superintendent's Request : "In late August the City IT Department determined that our existing firewall, which is called "Juniper," needed to be replaced sooner rather than later because of the potential of a security breach for our network. We found that we were adjusting settings in Juniper but when the City went back the next day those settings were not there any longer. So Juniper was starting to become faulty and quite a security breach. We had budgeted to have this firewall replaced in 2023. Mark Mason and Michelle Hoffman said "you[we] can't wait until 2023," so they went ahead and purchased the new Palo Alto Cybersecurity system for us, and they would like us to reimburse them. MaryAnne [Moniz, CSA Business Manager] will adjust this in the next Budget Amendment, which she will be doing shortly, to cover the expense. So, in Mark Mason's words we "swaped years" for this firewall because it was of an urgent nature. So I am asking you to approve the reimbursement to the City of Cape Coral for the purchase of this firewall."

Active Board Discussion

Member VOTE:

Jackson YES

Minaya YES

Mitchell YES

Rodriguez Meehan YES

14B. Motion made by Member Rodriguez Meehan, Second by Member Mitchell to Approve and Accept the \$120,000, multi-year partnership donation by The Rist Family Foundation partnership donation

15. Final Board Comment and Discussion

Minaya - As challenging as it is to work through the issues of maintenance and the custodial staff and what we are facing, thanks goodness that's what we're just focusing on as opposed to what we have been focusing on [coronoavirus impacts on schools/students] over the last year or so. Thanks to all who have made this a journey that we can be proud of.

Rodriguez Meehan - No Comment, Thank You

Jackson - No Comment, Thank You

Mitchell - No Comment, Thank You

16. Time and Date of Next Meeting

The next Regular Governing Board Meeting will be held on Tuesday, November 9, 2021 at 5:30 p.m. in City Council Chambers.

17. Adjournment

The Governing Board adjourned at 6:42p.m.

Respectfully Submitted,

Kathleen Paul-Evans

Charter School Authority Board Secretary

Secretary

Date of approval

Item Number:	6.A.
Meeting Date:	12/14/2021
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, December 14, 2021.

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 7.A. Meeting Date: 12/14/2021 Item Type: PUBLIC COMMENT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

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

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 8.A.
Meeting Date: 12/14/2021
Item Type: CONSENT AGENDA:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Acceptance and Approval of the City of Cape Coral Oasis Charter Schools
Instructional Calendar School Year 2022-2023 - Superintendent Jacquelin Collins

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
calendar 2022-2023	Backup Material



The City of Cape Coral

OASIS CHARTER SCHOOLS

2022 -2023 – Instructional Calendar



July 2022							January 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31				
31													
August 2022							February 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30	31				26	27	28				
September 2022							March 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3				1	2	3	4
4	5	6	7	8	9	10	5	6	7	8	9	10	11
11	12	13	14	15	16	17	12	13	14	15	16	17	18
18	19	20	21	22	23	24	19	20	21	22	23	24	25
25	26	27	28	29	30		26	27	28	29	30	31	
October 2022							April 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							1
2	3	4	5	6	7	8	2	3	4	5	6	7	8
9	10	11	12	13	14	15	9	10	11	12	13	14	15
16	17	18	19	20	21	22	16	17	18	19	20	21	22
23	24	25	26	27	28	29	23	24	25	26	27	28	29
30	31						30						
November 2022							May 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5		1	2	3	4	5	6
6	7	8	9	10	11	12	7	8	9	10	11	12	13
13	14	15	16	17	18	19	14	15	16	17	18	19	20
20	21	22	23	24	25	26	21	22	23	24	25	26	27
27	28	29	30				28	29	30	31			
December 2022							June 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3					1	2	3
4	5	6	7	8	9	10	4	5	6	7	8	9	10
11	12	13	14	15	16	17	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24
25	26	27	28	29	30	31	25	26	27	28	29	30	

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

Special Notes

- All Jewish Holidays begin at sundown the day before they are listed



The School District of Lee County

2022 -2023

Instructional Calendar

July 2022							January 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31				
31													
August 2022							February 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30	31				26	27	28				
September 2022							March 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3				1	2	3	4
4	5	6	7	8	9	10	5	6	7	8	9	10	11
11	12	13	14	15	16	17	12	13	14	15	16	17	18
18	19	20	21	22	23	24	19	20	21	22	23	24	25
25	26	27	28	29	30		26	27	28	29	30	31	
October 2022							April 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							1
2	3	4	5	6	7	8	2	3	4	5	6	7	8
9	10	11	12	13	14	15	9	10	11	12	13	14	15
16	17	18	19	20	21	22	16	17	18	19	20	21	22
23	24	25	26	27	28	29	23	24	25	26	27	28	29
30	31						30						
November 2022							May 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5		1	2	3	4	5	6
6	7	8	9	10	11	12	7	8	9	10	11	12	13
13	14	15	16	17	18	19	14	15	16	17	18	19	20
20	21	22	23	24	25	26	21	22	23	24	25	26	27
27	28	29	30				28	29	30	31			
December 2022							June 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3					1	2	3
4	5	6	7	8	9	10	4	5	6	7	8	9	10
11	12	13	14	15	16	17	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24
25	26	27	28	29	30	31	25	26	27	28	29	30	

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

Special Notes

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

Item Number: 8.B.
Meeting Date: 12/14/2021
Item Type: CONSENT AGENDA:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Approval of the Meeting Dates for the Cape Coral Charter School Authority Budget Workshop #1, and Budget Workshop #2 - Superintendent Collins

SUMMARY:

CSA Budget Workshop #1:

Thursday, April 14, 2022

The Green Room - City Public Works Bldg

8:00a.m. - 12:00p.m.

CSA Budget Workshop #2:

Thursday, May 12, 2022

The Green Room - City Public Works Bldg

8:00a.m. - 12:00p.m.

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description

▢ budget workshops #1, #2

Type

Backup Material



PROPOSED 2022 BUDGET WORKSHOP DATES



Thursday, April 14, 2022
Green Room – PW Bldg
8:00a.m. – 12:00p.m.



Thursday, May 12, 2022
Green Room – PW Bldg
8:00a.m. – 12:00p.m.

Item Number: 8.C.
Meeting Date: 12/14/2021
Item Type: CONSENT AGENDA:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Approval and Adoption of the NEOLA Policy Updates: 0100, 0131, 0161, 0165.01, 1120, 1121.01, 1215, 1590, 2111, 2215, 2410, 2417, 2421, 2423, 2430, 2431.03, 2520, 2521, 2605, 2800, 3120, 3121.01, 3215, 3590, 4120, 4121.01, 4215, 4590 - Superintendent Collins. Updates can be viewed at www.capecharterschools.org. Go to Governing Board, CLICK Meetings, Go to Current Agenda, CLICK NEOLA UPDATES

SUMMARY:

The City of Cape Coral Charter School Authority Governing Board will consider the adoption, amendment, or repeal of the proposed NEOLA policies listed below during their Regular Meeting on Tuesday, December 14, 2021 at 5:30p.m., in Cape Coral City Council Chambers, 1015 Cultural Park Blvd., Cape Coral, FL 33990.

Policy No./Title: **0100:** Definitions **0131:** Legislative Policy Making **0161:** Parliamentary Authority **0165.01:** Agendas **1120:** Employment of Administrators **1121.01:** Criminal Background and Employment History Checks **1215:** Tobacco-Free Environment **1590:** Personnel File **2111:** Parent and Family Involvement in the School Program **2215:** Program of Instruction **2410:** School Health Services **2417:** Comprehensive Health Education **2421:** Reject: Career and Technical Education **2423:** School-To-Work Program **2430:** Authority Sponsored Clubs and Activities **2431.03:** Concussions and Head Injuries **2520:** Selection and Adoption of Instructional Materials **2521:** Instructional Materials Program **2605:** Research and Evaluation **2800:** Reject: Educational Services for Students in Department of Juvenile Justice Education Programs **3120:** Employment of Instructional Staff **3121.01:** Criminal Background and Employment History Checks **3215:** Tobacco-Free Environment **3590:** Personnel File **4120:** Employment of Support Staff **4121.01:** Criminal Background and Employment History Checks **4215:** Tobacco-Free Environment **4590:** Personnel File

Updates can be viewed at: www.capecharterschools.org
Go to Governing Board
CLICK Meetings
Go to Current Agenda
CLICK NEOLA Updates

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 8.D.
Meeting Date: 12/14/2021
Item Type: CONSENT AGENDA:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Approval and Adoption of the NEOLA Policy Updates: 5225, 5410.01, 5460, 5500, 5512, 5630.01, 5722, 6152, 6152.01, 7434, 7440.01, 8141, 8310, 8330, 8406, 8420, 8450.01, 8452, 8800, 9800 - Superintendent Collins. Updates can be viewed at www.capecharterschools.org. Go to Governing Board, CLICK Meetings, Go to Current Agenda, CLICK NEOLA UPDATES

SUMMARY:

The City of Cape Coral Charter School Authority Governing Board will consider the adoption, amendment, or repeal of the proposed NEOLA policies listed below during their Regular Meeting on Tuesday, December 14, 2021 at 5:30p.m., in Cape Coral City Council Chambers, 1015 Cultural Park Blvd., Cape Coral, FL 33990.5410.01 Promotion, Acceleration, Placement and retention

Policy No./Title: **5225:** Absences for Religious Holiday **5410.01:** Promotion, Acceleration, Placement and Retention **5460:** Graduation Requirements **5500:** Student Conduct **5512:** Tobacco-Free Environment **5630.01:** Restraint of Students with Disabilities **5722:** Replacement Policy: School-Sponsored Publications and Productions **6152:** Student Fees, Fines and Charges **6152.01:** Waiver of School Fees **7434:** Smoking and Tobacco-Free **7440.01:** Video Surveillance and Electronic Monitoring **8141:** Mandatory Reporting of Misconduct By Certified Employees **8310:** Public Records **8330:** Student Records **8406:** Technical Correction: Reports Suspicious Activity and Potential Threats to Schools **8420:** Emergency Management, Emergency Preparedness, and Emergency Response Agencies **8450.01:** Protective Facial Coverings During Pandemic/Epidemic Events **8452:** Automated External Defibrillators (AED) **8800:** Religions/Patriotic Ceremonies and Observances **9800:** Reject: Charter Schools (Does not apply to CCCCSA)

Updates can be viewed at: www.capecharterschools.org
Go to Governing Board
CLICK Meetings
Go to Current Agenda
CLICK NEOLA Updates

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number:	9.A.
Meeting Date:	12/14/2021
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: 12/14/2021

Item Type: CITY MANAGER
REPORT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:

Connie Barron, Assistant City Manager, City of Cape Coral

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 10.B.

Meeting Date: 12/14/2021

Item Type: CITY MANAGER
REPORT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:

Michelle Hoffmann, ITS Director, City of Cape Coral

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
IT PRESENTATION GB DEC 2021	Backup Material

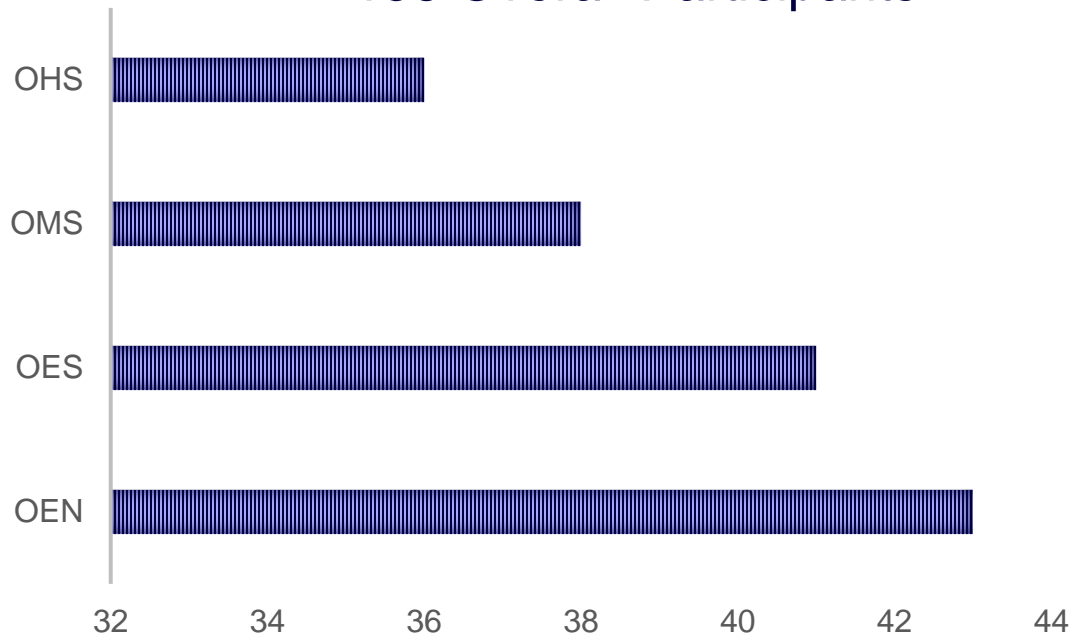


Charter School IT Performance

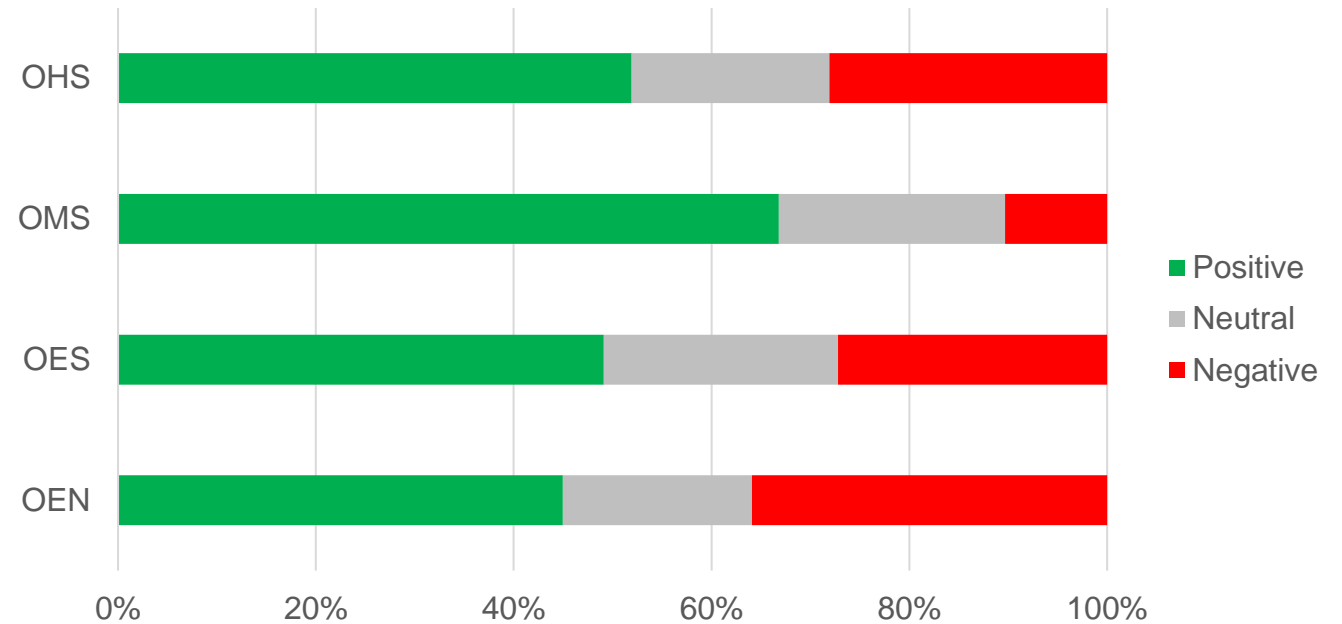


IT Charter School survey conducted week of November 15th

158 Overall Participants

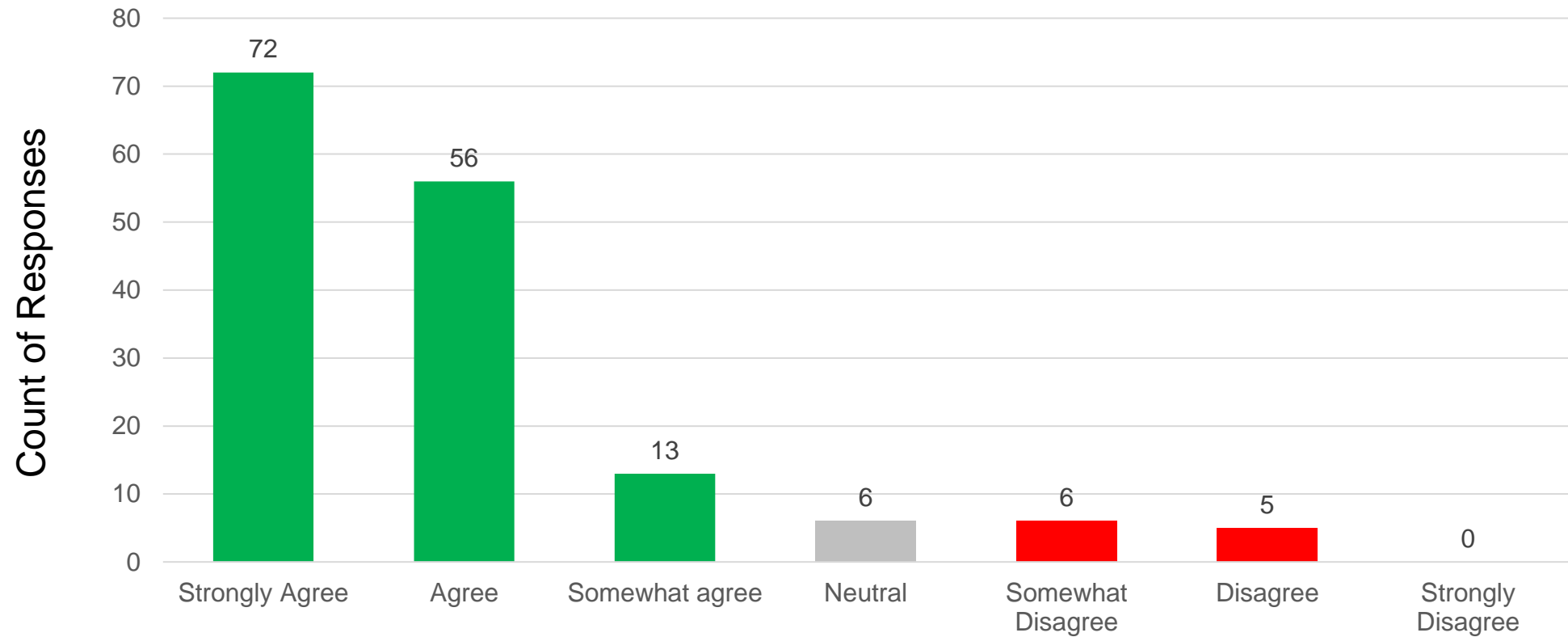


Overall Sentiment*

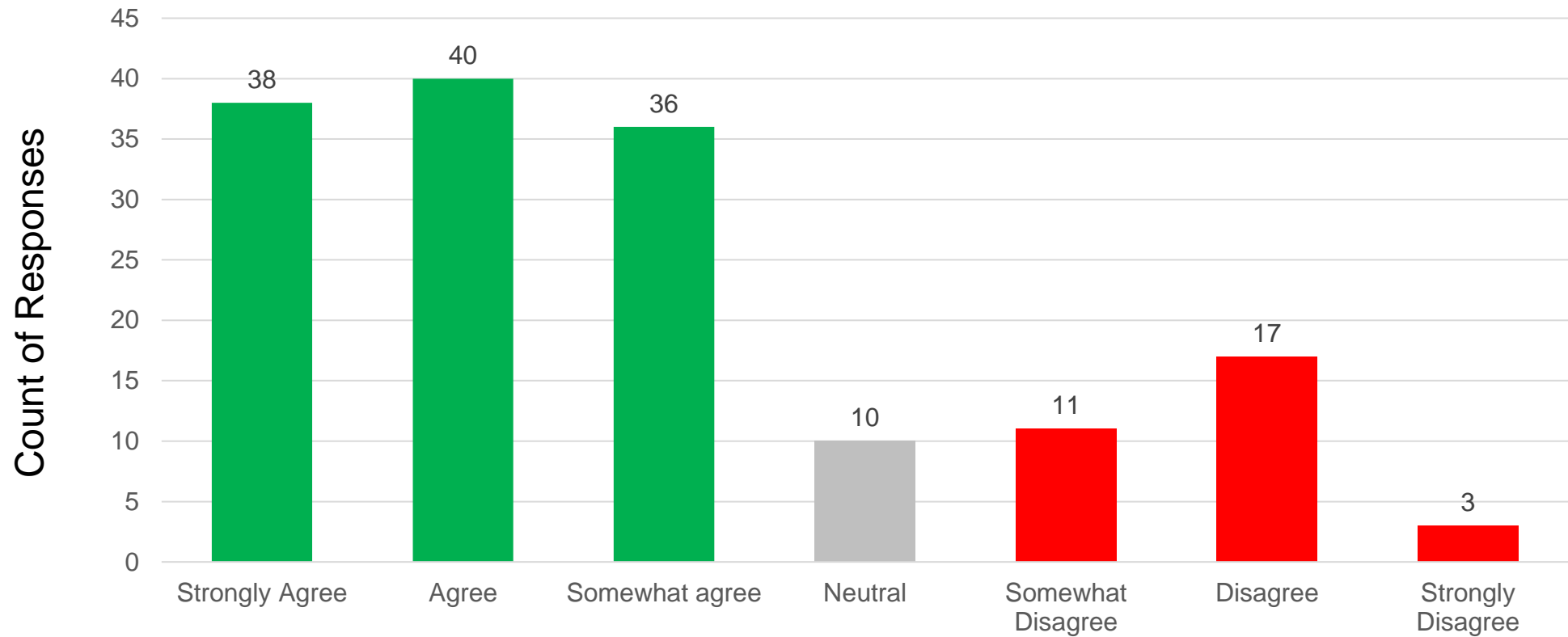


*Totals: 570 positive (53%) , 231 Neutral (21%) & 277 (26%) negative

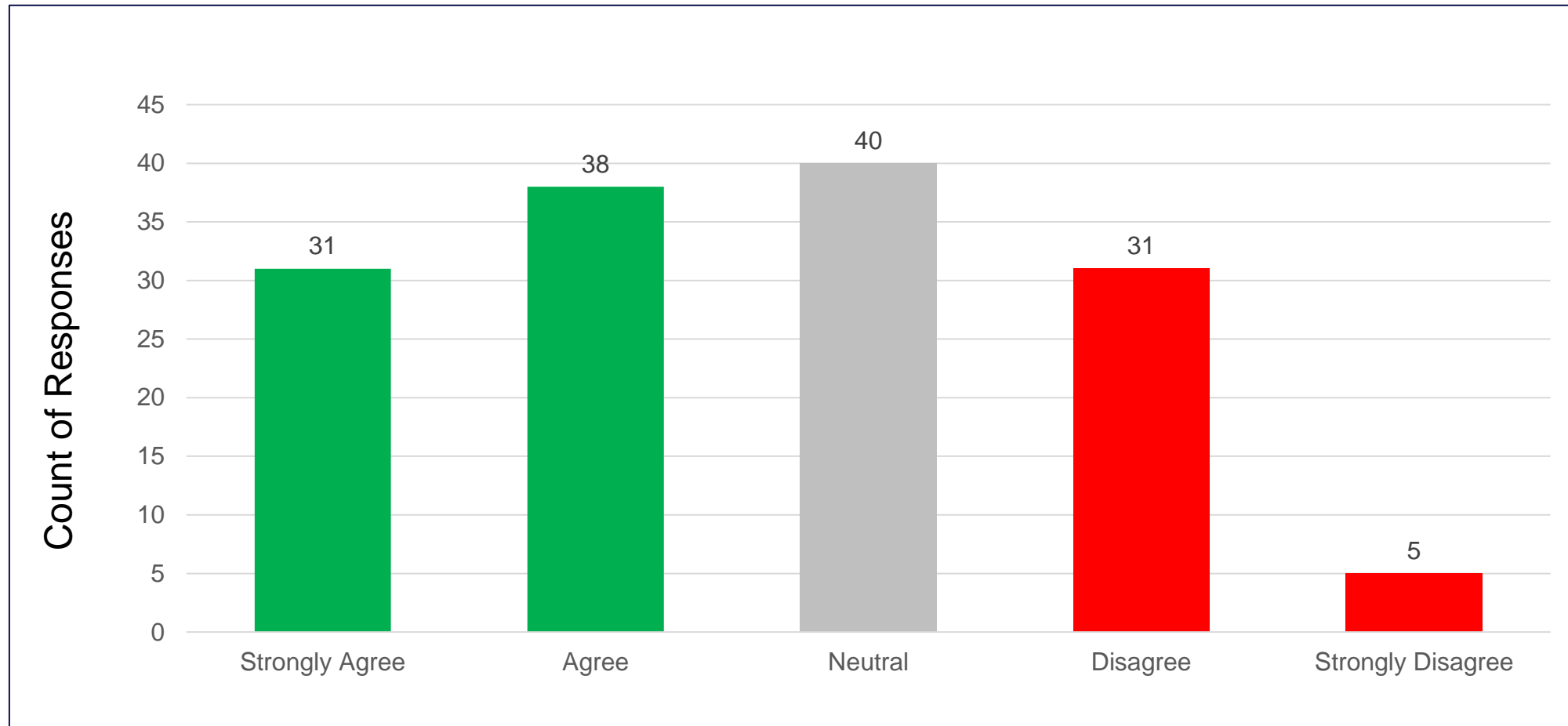
The IT department is professional and polite when providing service



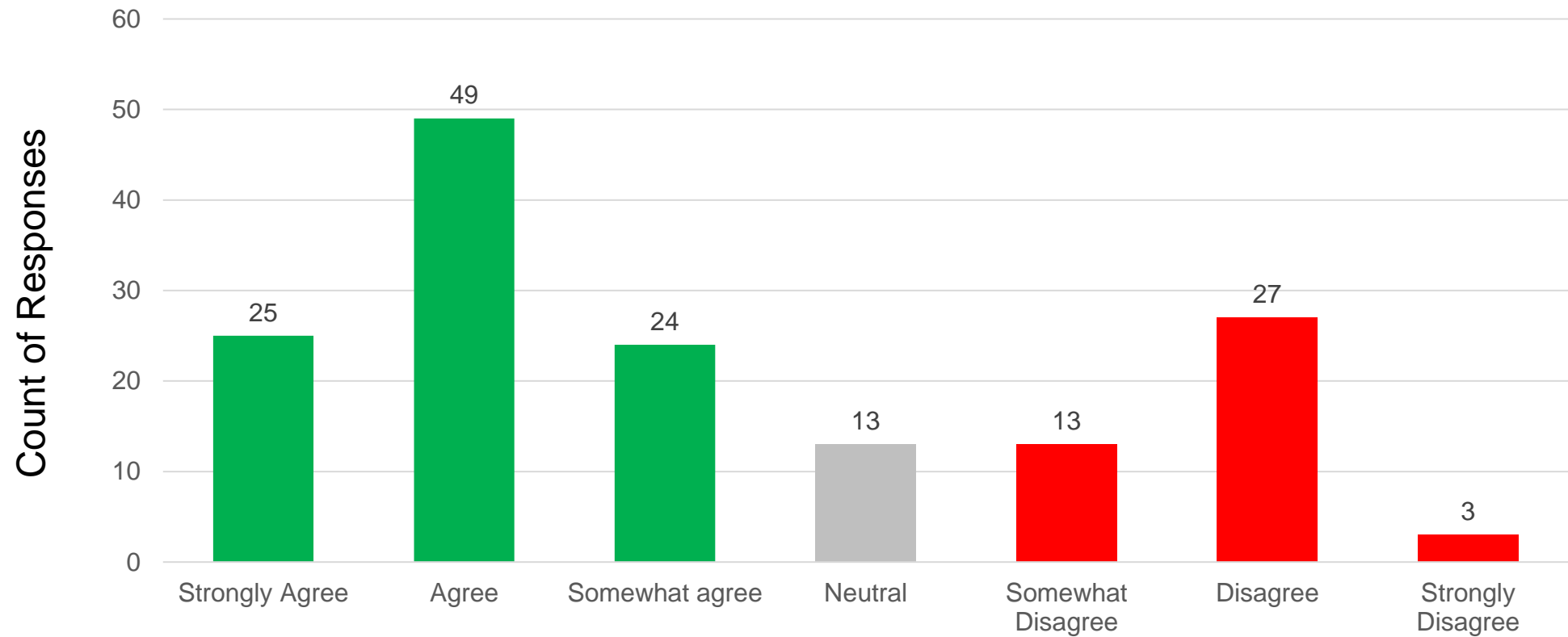
My IT issues are handled in a timely and efficient manner



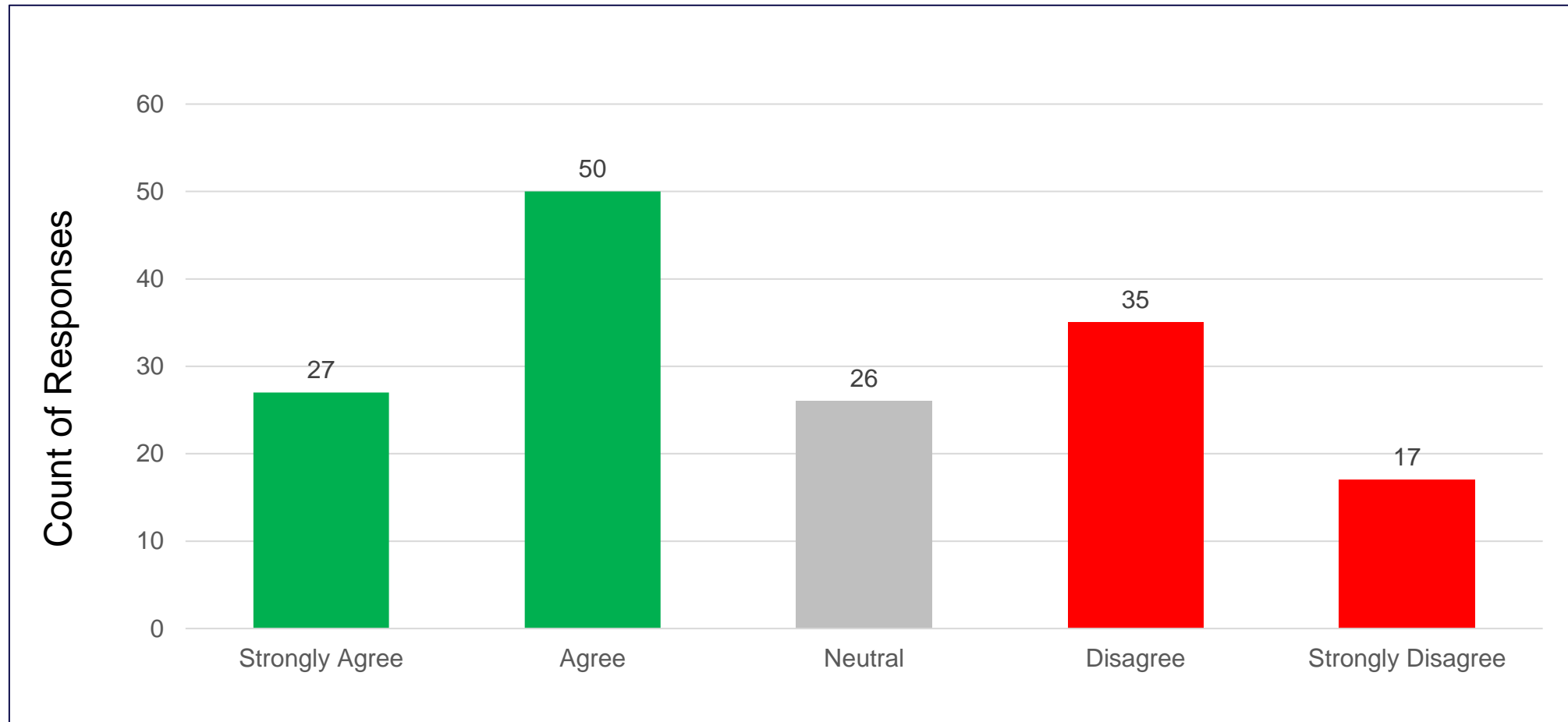
If my IT need effects/interrupts student learning, my situation is handled promptly



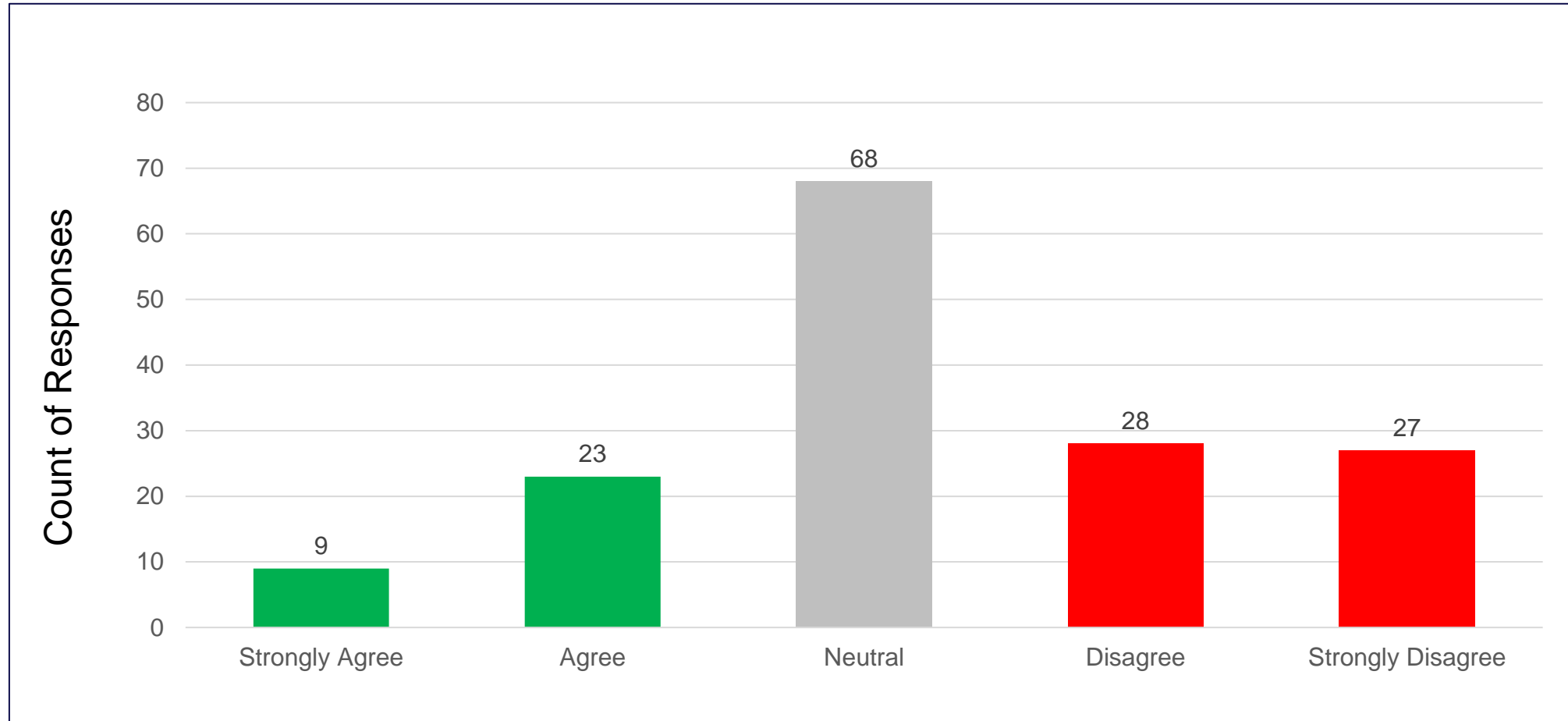
To the extent possible, my IT issues are usually solved within the same day of the request



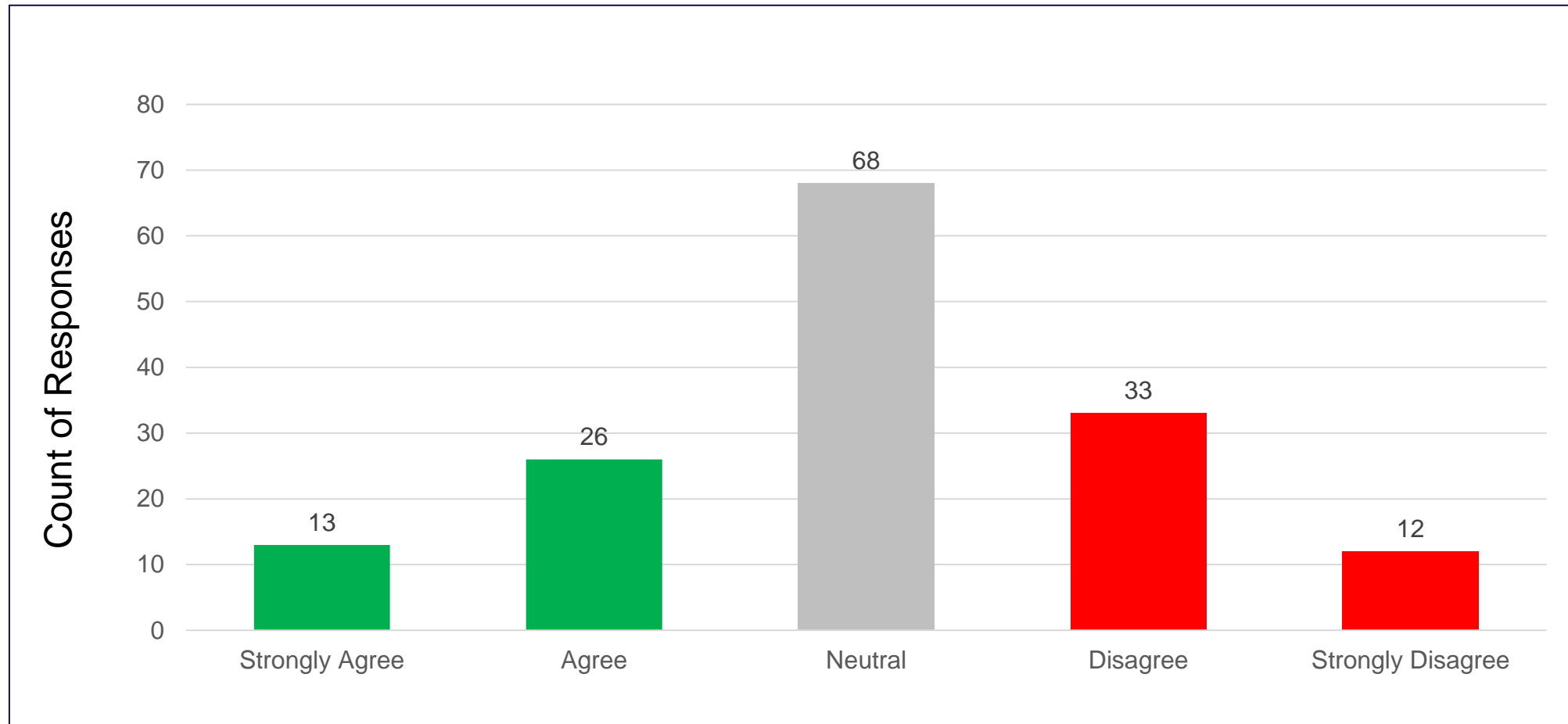
The IT help desk is an efficient way for me to put in a work order



Footprints is an efficient way for me to put in a work order



Student Chromebook repairs are handled in a timely and efficient manner



Improvement actions underway

- Requesting additional Chromebooks to facilitate swapping of non-functioning Chromebooks
- Investigating a texting feature for use when an IT issue impacts classroom learning
- Discussing adding a third IT Technician for OEN
- Developing a Service Level Agreement to establish expectations

THANK YOU
any questions?



Item Number: 11.A. Meeting Date: 12/14/2021 Item Type: CHAIRMAN REPORT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Chairman Dr. Guido Minaya

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 12.A.

Meeting Date: 12/14/2021

Item Type: FOUNDATION REPORT:

AGENDA REQUEST FORM

City Of Cape Coral Charter School Authority

TITLE:

Gary Cerny, President, Cape Coral Municipal Charter School Foundation

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number: 13.A. Meeting Date: 12/14/2021 Item Type: STAFF COMMENT:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:
No Activity

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

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

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Acceptance and Approval of the Corrected Meeting Dates for the City of Cape Coral Charter School Authority Governing Board from January to August 2022 to include Tuesday, August 16, 2022 - Superintendent Collins

SUMMARY:

The Board Approved all Governing Board Meetings January - August 2022 on October 12, 2021. However, there was a typo on the proposed calendar that should have read: August 16, 2022 NOT August 17.

Therefore, this is a Request for the Acceptance and Approval of the Corrected Meeting Dates January - August 2022 to include: **Tuesday, August 16, 2022.**

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
▢ gb meetings 2022 jan to aug	Backup Material



October 12, 2021

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

Governing Board Meetings January - August 2022

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

16

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

Respectfully,
Kathleen Paul-Evans
Governing Board Secretary

BOARD
APPROVED

OCT 12 2021

CITY OF CAPE CORAL
CHARTER SCHOOL AUTHORITY

A handwritten signature in black ink, appearing to be "fj", is written over the official stamp.

Item Number:	15.A.
Meeting Date:	12/14/2021
Item Type:	NEW BUSINESS:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Acceptance and Approval of the "Amended Master Lease Agreement for All Charter Schools and Facilities" with the City of Cape Coral, Florida -Superintendent Jacquelin Collins

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
▯ master lease amended dec 2021	Backup Material

ORDINANCE 96 - 21

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN "AMENDED MASTER LEASE AGREEMENT FOR ALL CHARTER SCHOOLS AND FACILITIES" WITH THE CAPE CORAL CHARTER SCHOOL AUTHORITY FOR THE LEASE OF PROPERTY OWNED BY THE CITY OF CAPE CORAL AT 3519 OASIS BOULEVARD, 3519B OASIS BOULEVARD, 3507 OASIS BOULEVARD, 3415 OASIS BOULEVARD, AND 2817 SW 3RD LANE; A COPY OF THE AMENDED LEASE AGREEMENT IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Cape Coral owns several parcels of property located at 3519 Oasis Boulevard, 3519B Oasis Boulevard, 3507 Oasis Boulevard, 3415 Oasis Boulevard, and 2817 S.W. 3rd Lane, all in Cape Coral, Florida; and

WHEREAS, the City of Cape Coral has developed the parcel of property for use as elementary schools, a middle school, a high school, a gymnasium and other facilities on the subject parcels that include, but are not limited to, classrooms and general office space; and

WHEREAS, on October 17, 2011, the City of Cape Coral entered into a "Master Lease Agreement for All Charter Schools and Facilities" with the Cape Coral Charter School Authority for the lease of the aforesaid properties; and

WHEREAS, the City Council desires to enter into an amended lease agreement with The Cape Coral Charter School Authority for the lease of the aforesaid property owned by the City of Cape Coral under the terms and conditions as set forth in the attached agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized and directed to enter into an "Amended Master Lease Agreement for All Charter Schools and Facilities" between the City of Cape Coral and The Cape Coral Charter School Authority for the lease of property owned by the City of Cape Coral at 3519 Oasis Boulevard, 3519B Oasis Boulevard, 3507 Oasis Boulevard, 3415 Oasis Boulevard, and 2817 S.W. 3rd Lane. A copy of the lease agreement is attached hereto and incorporated herein by reference.

SECTION 2. Severability. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

SECTION 3. Effective Date. This Ordinance shall take effect immediately upon its adoption by the Cape Coral City Council.

ADOPTED BY THE COUNCIL OF THE CITY OF CAPE CORAL AT ITS REGULAR SESSION THIS _____ DAY OF _____, 2021.

JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

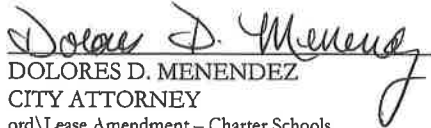
GUNTER _____
TATE _____
SHEPPARD _____
HAYDEN _____

NELSON _____
WELSH _____
LONG _____
COSDEN _____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____,
2021.

KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:



DOLORES D. MENENDEZ
CITY ATTORNEY
ord\Lease Amendment – Charter Schools

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, 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

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

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

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

ARTICLE II. RENT AND OTHER PAYMENT OBLIGATIONS OF THE PARTIES

- A. MONTHLY BASE RENT:** The 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.

ARTICLE III. TERM

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

ARTICLE IV. PREMISES

- A. **QUIET ENJOYMENT:** LESSOR covenants and agrees with LESSEE that so long as LESSEE is not in default hereunder after applicable cure periods, LESSEE shall have quiet and undisturbed continuous possession of the Premises during the Lease Term, subject to the terms and conditions contained herein.
- B. **USE OF THE PREMISES:** During the Lease Term, LESSEE shall use the Premises only for the uses specified under Article I and for no other purpose or purposes without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld.
- C. **PERMITS, LICENSES, AND COMPLIANCE WITH LAWS:** LESSEE shall procure, at its sole expense, any and all permits and licenses required for the transaction of business in the Premises, and will at all times comply with all applicable laws, ordinances, and governmental regulations relating to its use of the Premises.
- D. **MAINTENANCE:** LESSOR shall at all times, at its own cost, keep, maintain, and repair the roof, foundations and other structural portions of the building, all entrances, all glass, windows, moldings, and all partitions, doors, floors, fixtures, equipment and appurtenances thereof and improvements thereto (including, without limitation, lighting, heating,

ventilation, plumbing fixtures, equipment, wiring, and its air conditioning system) in good order, condition, and repair, and shall replace any of the same if reasonably necessary. LESSOR shall notify and coordinate repairs through the LESSEE's administration. LESSOR shall also, at all times, maintain the parking areas in good condition and repair. The parking areas shall not be modified in any manner that (i) reduces any of the parking spaces on said Premises, (ii) has a material adverse impact on LESSEE's access to the Premises or the visibility of the Premises, or (iii) has a material adverse impact on LESSEE's ability to conduct its business on the Premises.

E. **ACCESS:** LESSOR shall have access to the Premises as may be necessary for the servicing of the Premises. LESSOR shall use all reasonable efforts to not interfere with the operation of LESSEE's operations. Access by LESSOR during regular school hours shall be coordinated through the LESSEE'S administration.

F. **LESSEE FURNISHINGS, FIXTURES, AND EQUIPMENT:** LESSEE shall have the right to fully equip the Premises with all trade equipment, fixtures, furniture, operating equipment, furnishings, floor coverings, and any other equipment and personal property necessary for the operation of LESSEE's operations.

G. **ALTERATIONS:** LESSEE shall not make any structural alterations, improvements or additions to the Premises which require the issuance of a building permit. LESSEE may make non-structural alterations to the Premises in an amount not exceeding Fifty Thousand Dollars (\$50,000) per occurrence without obtaining LESSOR's prior written consent. Any non-structural alterations in excess of such amount shall require LESSOR's prior written consent, which shall not be unreasonably withheld.

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

H. **DAMAGE OR DESTRUCTION:**

1. Rights and Remedies. LESSEE shall provide prompt written notice to LESSOR of fire or other casualty damaging or destroying the Premises. In the event the Premises are damaged by fire or other casualty, but the Premises are not rendered untenable or unfit, in whole or in substantial part, for the purposes of LESSEE as determined by LESSEE in its reasonable discretion, then LESSOR shall repair the damage, subject to the provisions of this Section J. In the event the Premises are damaged or destroyed by fire or other casualty to the extent that the Premises are rendered untenable or unfit, in whole or in substantial part, as determined by LESSEE in its reasonable discretion, and notice of the same is conveyed to LESSOR, then LESSOR or LESSEE may terminate this Lease by giving written notice of termination to the other within thirty (30) days of the damage or destruction. However, if no notice of termination is so provided, then, subject to the provisions of this Section J, LESSOR shall restore the Premises to the condition they were in immediately prior to the damage or destruction.

Notwithstanding the foregoing, in no event shall LESSOR be liable to restore any of LESSEE's property in the Premises. To the extent of the portion of the Premises that is rendered untenable or unfit for LESSEE's purposes, base rental and other payments to LESSOR shall abate on a prorated basis expressed as a percentage of the premises rendered untenable or unfit from the date of damage or destruction through the date of termination or LESSOR's completion of repairs, as the case may be.

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

I. CONDEMNATION:

1. Total Condemnation. If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting pursuant to such proceeding, and all rent shall be paid up to that date and LESSEE shall have no claim against LESSOR or any condemnation award for the value of any unexpired term of this Lease.
2. Partial Condemnation. If any part of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Premises unsuitable for the Permitted Use, as determined by LESSEE in good faith, then the Lease Term shall cease and terminate as of the date of title vesting pursuant to such proceeding and LESSEE shall have no claim against LESSOR or any condemnation award received by LESSOR for the value of any unexpired term of this Lease. In the event of a partial taking or condemnation which is not extensive enough to render the Premises unsuitable for the Permitted Use as determined by LESSEE in good faith, then LESSOR shall promptly restore the Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect except that (i) the rent shall be equitably adjusted, and (ii) at LESSOR's option, LESSOR shall have the right, to exercise by notice in writing delivered to LESSEE within thirty (30) days after the taking, to elect not to reconstruct (and this Lease shall terminate) if there remains, at

the time of the taking, less than one (1) year remaining in the Lease Term. Notwithstanding the foregoing, LESSOR shall not be obligated to expend any sums in excess of the amount actually received from the condemning authority.

3. Condemnation Award. LESSEE shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages to LESSOR or paid to LESSOR as the result of such condemnation proceedings. However, LESSEE shall be entitled to pursue a separate award for all its damages, provided that such award does not limit the award that LESSOR is entitled to.
4. LESSEE Cooperation. LESSEE agrees to execute and deliver any appropriate instruments, at the expense of LESSOR, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or any portion thereof.

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

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

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

ARTICLE V. INSURANCE AND INDEMNIFICATION

A. INSURANCE:

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

B. INDEMNIFICATION:

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

ARTICLE VI. EVENTS OF DEFAULT

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

ARTICLE VII. HAZARDOUS MATERIALS

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

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

B. LESSOR'S REPRESENTATIONS AND WARRANTIES AND INDEMNITY:

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

C. DEFINITION OF HAZARDOUS MATERIAL: As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by the State of Florida, the United States Government, or any other governmental authority. "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste" under Section 403.703(21), Florida Statutes (2001); (ii) defined as a "hazardous substance" under Section 403.703(29) Florida Statutes (2001); (iii) petroleum; (iv) asbestos; (v) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1317); (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903); or (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S.C. 9601).

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

ARTICLE VIII. MISCELLANEOUS

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

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

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

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

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

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

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

writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. The headings of this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent or otherwise affect this Lease in any way. This Lease shall create the relationship of LESSOR and LESSEE between the parties hereto, and nothing herein shall create or be construed to create an employer-employee, principal agent, joint venture or partnership relationship. Should any of the provisions of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such printed provision shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation of this Lease and that all terms were negotiable. This Lease shall be governed by and construed in accordance with the laws of the State of Florida. With respect to any action instituted by either party against the other relating to this Lease, the parties accept the exclusive jurisdiction of the courts of the State of Florida, and agree that the venue shall lie exclusively in Lee County, Florida.

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

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

WITNESSES:

LESSOR: CITY OF CAPE CORAL

By: _____

John Gunter, Mayor

Print Name: _____

Print Name: _____

LESSEE:

WITNESSES:

**THE CAPE CORAL CHARTER SCHOOL
AUTHORITY**

By: _____

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

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".

Item Number:	15.B.
Meeting Date:	12/14/2021
Item Type:	NEW BUSINESS:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Acceptance and Approval of the "HB 2707 Oasis Charter Schools Makerspace Initiative," Florida Board of Education Project Award, TAPS Number 22A169, in the amount of \$341,373.80 to be Used for the Oasis Charter Schools STEM Education Program - Dr John Omundsen, Director of STEM Education

SUMMARY:


ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
▣ STEM HB 2707 FUNDING DEC 2021	Backup Material

**Florida Department of Education
Project Award Notification**

1 PROJECT RECIPIENT Lee County School District	2 PROJECT NUMBER 360-91930-2S001		
3 PROJECT/PROGRAM TITLE Oasis Charter Schools STEM Makerspace Initiative <div style="text-align: right;">TAPS 22A169</div>	4 AUTHORITY Line Item 110 General Appropriations Act USDE or Appropriate Agency		
5 AMENDMENT INFORMATION Amendment Number: Type of Amendment: Effective Date:	6 PROJECT PERIODS Budget Period: 07/01/2021 - 06/30/2022 Program Period: 07/01/2021 - 06/30/2022		
7 AUTHORIZED FUNDING Current Approved Budget: \$341,373.80 Amendment Amount: Estimated Roll Forward: Certified Roll Amount: Total Project Amount: \$341,373.80	8 REIMBURSEMENT OPTION Quarterly Advance to Public Entity		
9 TIMELINES <ul style="list-style-type: none"> Last date for incurring expenditures and issuing purchase orders: 06/30/2022 Date that all obligations are to be liquidated and final disbursement reports submitted: 08/20/2022 Last date for receipt of proposed budget and program amendments: 05/30/2022 Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400: Date(s) for program reports: 			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; vertical-align: top;"> 10 DOE CONTACTS Program: Yolanda Miranda-Hill Phone: (850) 245-9077 Email: Yolanda.Miranda-Hill@fldoe.org Grants Management: Unit A (850) 245-0496 </td> <td style="width: 50%; border: none; vertical-align: top;"> Comptroller Office Phone: (850) 245-0401 Duns#: 065912354 FEIN#: F596000701020 </td> </tr> </table>		10 DOE CONTACTS Program: Yolanda Miranda-Hill Phone: (850) 245-9077 Email: Yolanda.Miranda-Hill@fldoe.org Grants Management: Unit A (850) 245-0496	Comptroller Office Phone: (850) 245-0401 Duns#: 065912354 FEIN#: F596000701020
10 DOE CONTACTS Program: Yolanda Miranda-Hill Phone: (850) 245-9077 Email: Yolanda.Miranda-Hill@fldoe.org Grants Management: Unit A (850) 245-0496	Comptroller Office Phone: (850) 245-0401 Duns#: 065912354 FEIN#: F596000701020		
11 TERMS AND SPECIAL CONDITIONS <ul style="list-style-type: none"> This project and any amendments are subject to the procedures outlined in the <u>Project Application and Amendment Procedures for Federal and State Programs</u> (Green Book) and the General Assurances for Participation in Federal and State Programs and the terms and requirements of the Request for Proposal or Request for Application, RFP/RFA, hereby incorporated by reference. Any unexpended general revenue funds must be returned by check issued to the Florida Department of Education, with the final expenditure report. The check must clearly identify the project number for which funds are being returned. In the event that the Governor and Cabinet are required to impose a mandatory reserve on the current year appropriation, this Agreement shall be amended to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve in the appropriation. All provisions not in conflict with any amendment(s) are still in full force and effect and are to be performed at the level specified in the project award notification. 			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; vertical-align: bottom;"> 12 APPROVED:  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Authorized Official on behalf of Richard Corcoran Commissioner of Education </td> <td style="width: 50%; border: none; vertical-align: bottom; text-align: center;"> 11.23.21 Date of Signing </td> </tr> </table> <div style="text-align: right; margin-top: 10px;">  FLORIDA DEPARTMENT OF EDUCATION <small>fldoe.org</small> </div>		12 APPROVED:  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Authorized Official on behalf of Richard Corcoran Commissioner of Education	11.23.21 Date of Signing
12 APPROVED:  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Authorized Official on behalf of Richard Corcoran Commissioner of Education	11.23.21 Date of Signing		

FLORIDA DEPARTMENT OF EDUCATION

PROJECT APPLICATION

Please return to: Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	A) Program Name: <h3 style="text-align: center;">The Oasis Charter Schools STEM Makerspace Initiative</h3> TAPS NUMBER: 22A169	DOE USE ONLY Date Received <h2 style="text-align: center;">11/2/2021</h2> via ShareFile						
B) Name and Address of Eligible Applicant: The School District of Lee County 2855 Colonial Blvd. Ft. Myers 33966		Project Number (DOE Assigned) <h2 style="text-align: center;">360-91930-2S001</h2>						
C) Total Funds Requested: <h2 style="text-align: center;">\$341,373.80</h2> per sub-recipient request <hr style="width: 50%; margin: 10px auto;"/> <div style="text-align: center;"> DOE USE ONLY Total Approved Project: <h2 style="text-align: center;">\$341,373.80</h2> </div>	D) Applicant Contact & Business Information <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"> Contact Name: John Omundsen Fiscal Contact Name: Lori Tant </td> <td style="width: 40%;"> Telephone Numbers: 239-424-6100x7470 239-337-8225 </td> </tr> <tr> <td> Mailing Address: 2855 Colonial Blvd Fort Myers, Florida 33966 </td> <td> E-mail Addresses: John.omundsen@capecharterschools.org LoriMT@lceschools.net </td> </tr> <tr> <td> Physical/Facility Address: Oasis Charter Schools Cane Coral, Florida </td> <td> DUNS number: FEIN number: </td> </tr> </table>		Contact Name: John Omundsen Fiscal Contact Name: Lori Tant	Telephone Numbers: 239-424-6100x7470 239-337-8225	Mailing Address: 2855 Colonial Blvd Fort Myers, Florida 33966	E-mail Addresses: John.omundsen@capecharterschools.org LoriMT@lceschools.net	Physical/Facility Address: Oasis Charter Schools Cane Coral, Florida	DUNS number: FEIN number:
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Physical/Facility Address: Oasis Charter Schools Cane Coral, Florida	DUNS number: FEIN number:							
CERTIFICATION <p>I, Dr. Kenneth A. Savage E.d.D., Superintendent, as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.</p> <p>Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 45%;"> E) Signature of Agency Head </div> <div style="width: 45%; text-align: center;"> Superintendent Title </div> <div style="width: 10%; text-align: right;"> Date </div> </div>								

DOE USE ONLY (Program)

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Printed Name:

Yolanda Miranda-Hill

Signature:



Title:

Education Policy Director

Date:

11/22/2021

DOE USE ONLY (Grants Management)

I certify that the cost for each line item budget category has been evaluated and determined to be allowable as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Printed Name:

Lynn Talley

Signature:

Lynn Talley

Title:

Educational Policy Analyst

Date:

11/22/2021

FLORIDA DEPARTMENT OF EDUCATION PROJECT APPLICATION

Please return to: Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	A) Program Name: <h2 style="text-align: center;">The Oasis Charter Schools STEM Makerspace Initiative</h2> TAPS NUMBER: 22A169	DOE USE ONLY Date Received Project Number (DOE Assigned) <h3 style="text-align: center;">360-91930-2S001</h3>						
B) Name and Address of Eligible Applicant: City of Cape Coral Oasis Charter Schools 3519 Oasis Blvd. Cape Coral, FL 33914		Project Number (DOE Assigned) <h3 style="text-align: center;">360-91930-2S001</h3>						
C) Total Funds Requested: <div style="text-align: center;"> \$350,000.00 </div> <hr style="width: 50%; margin: 10px auto;"/> <div style="text-align: center;"> DOE USE ONLY Total Approved Project: \$350,000.00 </div>	D) Applicant Contact & Business Information <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"> Contact Name: Jacquelin Collins Fiscal Contact Name: Cape Coral Charter School Authority </td> <td style="width: 40%;"> Telephone Numbers: (239) 424-6100 ext. 7447 </td> </tr> <tr> <td> Mailing Address: 3519 Oasis Blvd. Cape Coral, FL 33914 </td> <td> E-mail Addresses: Jacquelin.Collins@capecharterschools.org </td> </tr> <tr> <td> Physical/Facility Address: same as above </td> <td> DUNS number: 018133586 Cage Code: 8ACD4 FEIN number: 32-0130326 </td> </tr> </table>		Contact Name: Jacquelin Collins Fiscal Contact Name: Cape Coral Charter School Authority	Telephone Numbers: (239) 424-6100 ext. 7447	Mailing Address: 3519 Oasis Blvd. Cape Coral, FL 33914	E-mail Addresses: Jacquelin.Collins@capecharterschools.org	Physical/Facility Address: same as above	DUNS number: 018133586 Cage Code: 8ACD4 FEIN number: 32-0130326
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Physical/Facility Address: same as above	DUNS number: 018133586 Cage Code: 8ACD4 FEIN number: 32-0130326							

CERTIFICATION

I, Jacquelin Collins, (Please Type Name) as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.

E)

Signature of Agency Head

Superintendent, Oasis Charter Schools

Title

9/30/21

Date



Project Performance Accountability Form

Definitions

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

Scope of Work Tasks/Activities	Deliverables (product or service)	Evidence (verification)	Due Date (completion)	Unit Cost (optional)
Needed for students to work on projects in makerspaces	Desks/Workstations	PO/Invoice/Amazon statement	06/30/2022	
Needed for safe, locked storage of tools and equipment	Storage	PO/Invoice/Amazon statement	06/30/2022	
Updates are needed on the computers in the digital design and cybersecurity makerspaces	Computers	PO/Invoice/Amazon statement	06/30/2022	
Training and conference registration for teachers and staff on the use of equipment and engineering education	Professional Development	PO/Invoice/Amazon statement	06/30/2022	
Funding to add a door to the high school engineering makerspace to expand the space	Services	PO/Invoice/Amazon statement	06/30/2022	
Purchase of VEX and Arduino kits to provide robotics instruction in line with vertical alignment	Robotics Kits	PO/Invoice/Amazon statement	06/30/2022	
Fabrication tools will be purchased to allow students to design items which will aid in their design solutions	3D Printers/Fabrication Tools	PO/Invoice/Amazon statement	06/30/2022	
Tools are needed to allow students to put together projects such as robotics and Arduinos.	Hand and power tools	PO/Invoice/Amazon statement	06/30/2022	
Low tech materials will be used to allow students materials for simple prototypes prior to using fabrication tools	Miscellaneous Supplies (i.e. glue guns, paper)	PO/Invoice/Amazon statement	06/30/2022	

Note: Add additional lines if necessary

Florida Department of Education Budget Narrative Form	
Name of Eligible Recipient /Fiscal Agent	The Oasis Charter Schools STEM Makerspace Initiative/The School District of Lee County
DOE Assigned Project Number	360-91930-2S001
TAPS Number	22A169

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Function	Object	Account Title and Narrative	FTE Position	Amount	% Allocated In t	Allowable DOE t	Reasonable DOI	Necessary DOE Use Only
8100	C4181562602	Capital Improvement		\$5,000.00	1.52%			
5100	C4181552128	Non consumable operating supplies		\$67,784.11	20.56%			
5100	C4181552116	Small Equipment		\$12,647.17	3.84%			
5100	C4181552121	Computer equipment and accessories		\$73,386.84	22.26%			
5100	C4181564101	Equipment		\$31,350.00	9.51%			
5100	C4181552199	Other operating materials and supplies		\$4,545.00	1.38%			
5100	C4181552115	Tools		\$2,616.96	0.79%			
5100	C4171552128	Non consumable operating supplies		\$32,329.50	9.80%			
5100	C4171552116	Small Equipment		\$7,789.91	2.36%			
5100	C4171564101	Equipment		\$29,625.00	8.98%			
5100	C4171552121	Computer equipment and accessories		\$10,987.00	3.33%			
5100	C4171552199	Other operating materials and supplies		\$8,138.00	2.47%			
5100	C4171555102	In House Training		\$6,080.00	1.84%			
5100	C4181555102	In House Training		\$4,980.00	1.51%			
5100	C4171513140	Substitute Pay		\$11,080.00	3.36%			
5100	C4181513140	Substitute Pay		\$5,000.00	1.70%			
5100	C4143513140	Substitute Pay		\$250.00	0.08%			
5100	C4151513140	Substitute Pay		\$250.00	0.08%			
5100	C4143555101	Off Campus Training		\$800.00	0.24%			
5100	C4143540105	Travel Costs		\$1,400.00	0.42%			
5100	C4151555101	Off Campus Training		\$800.00	0.24%			
5100	C4151540105	Travel Costs		\$1,400.00	0.42%			
5100	C4171555101	Off Campus Training		\$2,100.00	0.64%			
5100	C4171540105	Travel Costs		\$2,800.00	0.85%			
5100	C4181555101	Off Campus Training		\$800.00	0.24%			
5100	C4181540105	Travel Costs		\$1,400.00	0.42%			
7200	C4143555101	Off Campus Training		\$425.00	0.13%			
7200	C4143540105	Travel Costs		\$525.00	0.16%			
7200	C4151555101	Off Campus Training		\$425.00	0.13%			
7200	C4151540105	Travel Costs		\$525.00	0.16%			
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7200	C4181555101	Off Campus Training		\$425.00	0.13%			
7200	C4181540105	Travel Costs		\$525.00	0.16%			
		TOTAL		\$329,739.49	100.00%			

Project Performance Accountability Form

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Note: Add additional lines if necessary

- Project Summary –provide a brief description of *STEM Makerspace Initiative* overall purpose, specific goals, and project need.

The Oasis Charter Schools STEM Makerspace Initiative involves the development and expansion of makerspaces at Oasis Middle School and Oasis High School, and for providing funding for teacher professional development across the four schools in the charter school system on STEM education and design thinking. A makerspace is a physical location within a school where students have the opportunity to tinker, explore, and create solutions to challenging problems. By having a system where all schools have makerspaces, students will have access to a STEM aligned curriculum at all points in their K-12 educational journey. The goal is to develop established makerspaces at the middle and high school level and secure funding for the development of these spaces at the elementary level at a later date. Through these experiences, students will be introduced to both twenty-first century skills and career development and exploration. The goals of this project include the development of makerspaces, increasing faculty and staff understanding of the educational use of makerspaces and integrated STEM learning, and, in the long term, increasing student interest, engagement, and capacity in the STEM subject areas. The students within this school system have shown a great interest in these fields, and the parents of these students are requesting more opportunities for their children to develop skills in these areas. With the development of these spaces, we will be able to provide these opportunities for all students within the system. This will ensure an equitable playing field and give all students the opportunity to see themselves as capable of success within the STEM fields.

- Project Design –provide a detailed project design of the *STEM Makerspace Initiative*, which includes, but is not limited to:
 - purpose or goal that will be achieved with these funds,

The purpose of the Oasis Charter Schools STEM Makerspace Initiative is to develop and expand makerspaces at Oasis Middle School and Oasis High School. A makerspace is a physical location within a school where students have the opportunity to tinker, explore, and create solutions to challenging problems. In these spaces, students work through the engineering design process to brainstorm ideas, develop prototypes, test their designs, and reflect on their outcomes before working to improve their design and begin the cycle again. These spaces help teach students the skills which are fundamental to success in an ever changing workforce - critical thinking, problem solving, and collaboration. In addition, this project will provide funding for professional development for all teachers in the Oasis Charter School system on STEM education, design thinking, and the use of makerspaces.

As part of this initiative, the Oasis Charter School system is developing makerspaces across all four of the schools to allow for a vertically aligned STEM curriculum. In line with the system's focus of being "Four Schools, One Vision", this initiative will allow for students to build on their knowledge from kindergarten through twelfth grade. This will help build not only an increased capacity in STEM knowledge which will aid in preparing students to be college and career

ready, but also ensure that student interest levels in the STEM fields are increased through engaging, relevant curriculum. While this project specifically focuses on makerspace development at the middle and high school levels, funding will be secured at a later date to develop these spaces at the elementary level.

- the target population to be served and expected number to be served,

The target population for this project is the students of Oasis Middle School and Oasis High School and faculty of the Oasis Charter School system. Oasis Middle School has 826 students and Oasis High School has 742 students. In these schools the percentage of students receiving free and reduced lunch is 37% at Oasis Middle School and 33% at Oasis High School. Students will be impacted by the use of the space and the further development of their knowledge and understanding of STEM topics and careers. Teaching staff will be impacted by participating in professional development opportunities which will allow them to better understand the purposes of makerspaces and the ways in which STEM topics can be integrated throughout the curriculum.

- list of project tasks, activities, focuses and services to be provided to meet the intended purpose of these funds,*

During the 2020-2021 school year the Oasis Charter School system began this process by creating the system's first makerspace within Oasis Middle School. This pilot space proved to be highly successful in increasing student interest in STEM as well as working to reinforce skills being taught in the core content classes. As a result, the system plans on expanding this offering to Oasis High School and expanding the program at Oasis Middle School. The following project tasks and activities will be completed during the 2021-2022 school year to meet the intended purposes of the funds:

- Oasis High School
 - Development of engineering makerspace
 - Construction of doorway between computer room and construction room
 - Purchase of equipment and tools needed for robotics and game and simulation career pathways
 - Development of construction room to include ease of access to equipment and tools such as laser cutter and 3D printers
 - Refresh of computer labs in cybersecurity and digital design makerspaces
 - Training of teachers on the use of equipment
 - Development of curriculum maps for courses in the robotics, cybersecurity, and game and simulation pathways to include the use of equipment purchased
- Oasis Middle School
 - Purchase of equipment and tools needed for the expansion of the makerspace
 - Continued training and support for teachers on the use of the equipment
 - Redevelopment of coursework and projects to include the tools and equipment purchased
- Professional development

- Development of 3D printing certification cohorts at each school. Plan follow up meetings with cohorts to discuss any additional concerns and develop projects for use with students.
 - Attend FETC and ITEEA annual conferences to bring ideas back to the schools.
 - Provide opportunity for robotics teachers at all four schools to take VEX training while a substitute teacher covers their class.
- o the benefit or expected outcome of the project.

The short term expected outcome of the project is the development of a makerspace at Oasis High School and the expansion of the makerspace at Oasis Middle School. These spaces will provide the tools and equipment students need to engage in hands-on learning in STEM subjects to include computer programming, robotics, video game design, cybersecurity, and material fabrication, to name a few.

The long term expected outcomes include:

- A vertically aligned, K-12 STEM curriculum
- Increase student interest in STEM coursework and career pathways
- Increased teacher knowledge of design thinking and the engineering design process
- Increased teacher comfort levels in providing design thinking opportunities to students
- Increase student CTE certifications earned at the high school level

**The tasks/activities/services must align with the deliverables and evidence listed in the Project Performance and Accountability Form (pages 8-9 of RFA). The deliverables must be quantifiable, measurable, and verifiable.*

- Project Deliverables –list the goods (technology/supplies) and services (contracted) that will be acquired to achieve the desired outcomes of implementing *The Oasis Charter Schools STEM Makerspace Initiative* at all four Oasis school locations, including STEM-related professional learning and development for Oasis Charter Schools' educators.

Quarter 1

- Wall construction within existing classroom - \$5,000.00
 - The space designated as the new Oasis High School engineering makerspace is currently too small to accommodate the work which students will be conducting. As such, the wall separating the current classroom from an adjacent vacant classroom will need to be adjusted. The school system will contract the City of Cape Coral to cut a large opening in the wall and install two doors. The doorway

will be 8 feet across and will have doors that open into the adjacent room. This will extend the space available for students to work. Further, by having the doors open completely it will allow for the classroom teacher to have a line of sight directly into the adjacent classroom so that students can be supervised at all times.

- VEX V5 Robotics Kits and accessories - \$34,797.72
 - This will include the purchase of the following:
 - (4) VEX V5 Classroom Super Bundles
 - (1) VEX Change Up Kit
 - (1) VEX Tipping Point Kit
 - (24) VEX Storage Bins
 - Substitute Coverage for professional development
 - Oasis High School offers a CTE pathway in robotics. These supplies and materials will provide the foundational supplies for the freshman level class in the robotics pathway. The VEX V5 Classroom Super Bundle includes all the needed components and pieces for students to learn the basics of robotics. These kits are made of metal pieces which are sturdy and reusable from year to year. As such, these will provide the school with supplies for this pathway for many years to come. The VEX platform also includes a full curriculum guide which the instructor will use to have students work throughout the foundations of robotics. The curriculum is project-based and includes a heavy focus on developing coding skills.
 - The VEX provided curriculum will take approximately one semester to complete. This necessitates the need for the change up and tipping point kits. These kits include the needed components for the students to engage in one of the VEX challenges provided in the past. After completing the curriculum in which they have learned the foundations of robotics and coding, students will work on these challenges in which they engage in design thinking to design and code a robot they feel will best solve the various challenges. This will be supplemented with work done in the 3D design software (i.e. Fusion 360) in which students can design and 3D print additional accessories for their robot which they feel may help them solve the challenges in a better way.
 - The VEX storage bins will be used to store the parts and pieces which come with the VEX kits. Each team will be assigned one bin which will be the place where all of their parts will be stored between classes.
 - The choice of VEX robotics for this course was to ensure that the Oasis Charter School system has a vertically aligned, K-12 robotics progression.
 - The substitute coverage for professional development was built in to allow the classroom teacher time throughout the school year to work through the self-paced, free VEX provided professional development coursework. The coursework provides instructors background in the mechanics of VEX robotics, as well as the pedagogy in teaching robotics in the classroom. This funding will allow the instructors at both Oasis High School and Oasis Middle School two full school days to complete the training.

- Lab equipment and tools - \$4,817.70
 - This will include the purchase of:
 - (4) Locking Gladiator Cabinets
 - (3) Butcher Block Tables and Adjustable Height Tables
 - (4) Workbench
 - (2) Locking tool chests
 - (1) Shelving Unit and (8) Storage Bins
 - The purpose of this equipment is to ensure the safe use and storage of all equipment being purchased. Locking storage cabinets will ensure that the expensive kits being purchased will be safely stored each night within a cabinet. The locking tool chest will ensure that tools which can be dangerous are appropriately stored each night before students leave for the day.
 - The tables will provide additional spaces for students to work on their projects. The adjustable height tables will be nested under the butcher block tables and will be able to be rolled to different areas of the room as needed for additional work space.
- NeuroMaker Hand - \$30,625.00
 - This is the introductory level curriculum offered by NeuroMaker. In this curriculum, students will learn the foundations of the engineering design process, biomedical engineering, and applied coding. Students in the Oasis Middle School 8th grade biomedical engineering elective will use this tool.
 - The students will work through the provided curriculum using a reusable kit which can be used for up to 20 builds or 10 years. The students will construct a robotic hand which will be used throughout the modules in the curriculum. Students will learn the process of controlling the hand through the development of code as well as the interactive nature of sensors and coding.
 - The students at the middle school level will have the opportunity to participate in the NeuroMaker design challenge which will be judged and students will receive feedback from experts in the field.
 - This will support the vertically aligned curriculum within the Oasis Charter Schools. By giving students in 8th grade the opportunity to work with this tool and curriculum at a young age, we hope to further encourage career exploration in this field. By providing an opportunity for extension within the robotics pathway at Oasis High School, students should be encouraged to continue along this pathway and continue exploring this type of work and technology.
 - Professional development will be offered to the teacher of this course. The team from NeuroMaker will meet individually with the instructor to review the hardware and software components, along with the curriculum provided. The team will discuss options for vertical alignment of the curriculum between the middle and high school to ensure the work being done at the middle school meets the end goal of encouraging students to continue along this pathway at Oasis High School.
- Drones - \$4,312.70
 - This will include the purchase of:

- (1) Tello Edu Large Classroom Kit
- (1) Pitsco Drone Flight Guide Curriculum and Field Elements Kit
- (20) Drone Case
- (3) Battery Case
- (5) Battery Charger
- Drones are a type of curriculum students at Oasis Middle School have expressed an interest in. This type of technology is one which has terrific career opportunity and job growth is expected to be extremely high in the coming years. Through the use of the Tello kit, students will have the opportunity to learn how to safely fly drones, and how to code them to fly autonomously.
- By working through the Pitsco curriculum which offers a project-based approach, students will learn by doing. Working in teams, students will collaborate on challenges provided to them and determine the best way to solve using the tools at their disposal. The students will gain a deeper understanding of coding through the use of the drones when they work to autonomously fly the drone to solve challenges. This work has the opportunity for community partnerships in which local drone professionals can come and speak with the students and career opportunities.
- The drone case and battery case will ensure the proper and safe storage of these devices. The drone case will ensure that the drone does not get damaged. The battery case will ensure that the batteries are safely stored overnight.
- This curriculum can support the Oasis Charter School's vertically aligned STEM curriculum as the work with drones can lead students to choose to further explore these topics in either the robotics or game and sim pathway as coding is a major component of both of these paths.
- ITEEA Conference - \$5,000
 - The International Technology and Engineering Educators Association will be hosting their 2022 annual conference in Orlando, FL. During this conference, educators will be provided the opportunity to attend a variety of breakout sessions and workshops on a variety of topics related to K-12 technology and engineering education.
 - The Oasis Charter School system will be taking a team from all four schools to this conference for professional development. The participants will include both STEM/Makerspace teachers and content area teachers. The goal is to return to the school with knowledge gained and apply this to the makerspaces, as well as the integration of design thinking into the content area classes across all four school. This will help further support the vertically aligned curriculum and vision for STEM across all four schools.
 - The funding will cover registration for the conference along with all travel expenses for the participants.
- FETC Conference - \$8,000
 - The Future of Educational Technology Conference will be hosting their 2022 annual conference in Orlando, FL. The purpose of attending this conference is similar to that of the ITEEA conference.

Quarter 2

- Fabrication Equipment - \$30,666.00
 - This will include the purchase of the following:
 - (4) Makerbot Replicator+
 - (4) PLA Filament 10 packs
 - (1) Glowforge Plus with Air Filter
 - (40) Makerbot teacher certification licenses
 - (40) Makerbot Educator Guidebooks
 - Substitute Coverage for Makerbot Certification
 - Within the CTE pathways provided at Oasis High School, students will have the opportunity to develop designs to solve unique problems. While many of the parts and pieces provided in the kits we purchase will be sufficient, sometimes students will need to design a custom component for their build. The fabrication tools listed above will give students the option to design a component when needed.
 - The Makerbot Replicator+ is a 3D printer and the Glowforge Plus is a laser cutter and engraver. These two tools provide different ways of fabricating pieces for custom builds. Both can be used in conjunction with the tools and equipment being purchased in several of the kits described. For example, when working through the VEX V5 curriculum students will be learning 3D design in Fusion 360 in conjunction with the curriculum. Autodesk provides a course in 3D design for robotics using Fusion 360 which the students will be introduced to. When students get to the part of the curriculum which allows them to work through the challenges and solve a long-term problem, they will be required to design and print a 3D component for their robot which can aid in solving the challenge. The 3D printers will also be useful when solving the long-term challenge at the end of the NeuroMaker BCI curriculum as students will need fabricated pieces to add to their designs which will be sent to be judged by experts in the field.
 - The Glowforge will be used throughout the courses as well, but will be most useful when students are learning Arduino. The Glowforge can be used to precisely cut pieces which can be placed on servos, motors, or added to different sensors to produce animated displays.
 - These tools will give students real-world experience with two fabrication tools which are becoming more and more prevalent in jobs. Working with these tools will also give students a greater understanding of 3D design which is critical for jobs including architecture and engineering.
 - A component of this includes the opportunity for professional development on the use and application of the Makerbot Replicator+. The 3D printer is one which has many uses outside of the CTE classroom and can easily enhance the work being done in the content area classrooms. As such, 40 teachers across the four schools of the Oasis Charter School system will have the opportunity to become certified Makerbot educators. These teachers will include the CTE teachers in the school, but will also include general education teachers. The Oasis Charter

School system wants to work to encourage STEM for all students and providing this training to classroom teachers will give the opportunity for more students to be impacted by this type of education. The teachers will be provided two days of training during the school day with substitute coverage funds built in. The teachers will learn both the mechanics of using the machines and the curricular connections of the machines to their subject area by working through Makerbot's developed professional development.

- **Stools - \$2,901.30**
 - The stools which are currently used in the Oasis Middle School makerspace do not have backs and students have mentioned discomfort in using them. These stools will have backs making seating the makerspace more comfortable.
- **Storage - \$1,823.16**
 - This will include the purchase of:
 - (2) Shelving units
 - (24) Storage bins
 - (6) Milk Crates
 - To accommodate the materials, additional storage will be needed to keep the equipment organized. These can also be used as storage for student projects between classes.
- **(2) VEX IQ Large Classroom Bundle (2nd generation) - \$13,494.00**
 - This will provide a refresh of the VEX IQ kits which are currently in use at Oasis Middle School.
 - These kits provide a foundational piece of the robotics and coding progression at the Oasis Charter School system.
 - These new kits will allow students to engage in a deeper study of the engineering design process and coding.
- **Lab equipment and tools - \$3,915.40**
 - This will include the purchase of:
 - A variety of power cords
 - A variety of measurement tools
 - A variety of writing implements and boards
 - A variety of hand and power tools
 - (1) Shop Vac
 - (1) Trash Can
 - The hand and power tools will be needed when working on projects. Students will be trained in the safe use of this equipment by the instructor and will be able to use these tools, as needed, in the projects being developed as part of the coursework.
- **Cybersecurity lab equipment - \$32,000**
 - This will include the purchase of:
 - (35) Computers and Monitors
 - Assorted cables, power strips, and network cables

- This will provide a refresh of the cybersecurity makerspace lab. This space provides the opportunity for students to engage in both IT fundamentals and learn the foundation of coding.
- In this lab, students will be able to earn several industry certifications including CompTIA A+ which is a foundational requirement for careers in cybersecurity.
- New computers and monitors are needed for students to learn the programs required for these exams.

Quarter 3

- NeuroMaker BCI - \$26,350.00
 - Oasis High School is going to be partnering with NeuroMaker, an educational technology company incubated from the Harvard iLab which focuses on bringing advanced technology to middle and high school students to give them an idea of pathways beyond high school. The BCI is a brain interface computer technology. This tool allows students to apply their understanding of coding, robotics, and circuitry to solve problems related to artificial intelligence, biomedical engineering, and gaming. The tool used for this curriculum is completely reusable for up to 10 years.
 - This tool also provides the opportunity for students to engage in an open-ended challenge in which they use the information gained through the provided curriculum and work in teams to develop a prototype. This prototype, along with a video and written explanation by the student teams, will be sent to NeuroMaker headquarters in Cambridge, MA to be judged by teams of experts from the field. This feedback will be shared with student groups so that they can gain real-world advice from individuals other than their teacher. Student groups who are judged high enough will be eligible to receive awards.
 - This curriculum and tool will be utilized as the junior level course in the Oasis High School robotics pathway. Students at this time will have foundational skills in robotics, 3D design, circuitry, Arduino, and coding which are all needed for success in this class. This will also provide a potential pathway to an artificial intelligence certification provided through NeuroMaker.
 - This program will also support the Oasis Charter School's K-12 vertical progression as the NeuroMaker Hand will be used within Oasis Middle School to provide foundational skills needed for success along with developing interest in the program at an early age.
 - NeuroMaker will also be providing individualized professional development to the instructor for the course. During this time, the team from NeuroMaker will demonstrate the use of the product along with the curriculum which has been developed. NeuroMaker will also use this time to help with the development of the pathway, how it can leverage the key knowledge and skills students had learned prior to taking the course, and how it fits into the overall vertical progression.

- Arduino and Raspberry Pi - \$16,649.68
 - This will include the purchase of:
 - (50) Arduino Uno
 - (50) Raspberry Pi 4
 - (25) Raspberry Pi Camera Module
 - A variety of batteries
 - A variety of motors and servos
 - A variety of lights and LED displays
 - A variety of sensors
 - Arduino is an open source electronics platform which gives students a foundational knowledge of circuitry and coding. This device will provide the foundation for the sophomore level class in the Oasis High School robotics pathway. After learning robotics and coding through the use of VEX V5, students will be how the Arduino can be used to design different types of automated systems through coding and circuitry. This will allow students to create interactive objects and solve unique challenges through the use of a hands-on curriculum.
 - The Arduino system will also be necessary for students to fully engage in the NeuroMaker BCI curriculum which is taught as a junior level course in the robotics pathway.
 - In addition, the Raspberry Pi system will allow students to program and control external motors and sensors in with a higher power. Students will be able to learn Python programming and build their own robots by combining this tool with Arduino.
- Fabrication Equipment - \$11,382.26
 - This will include the purchase of:
 - (10) Hummingbird Robotics Kit
 - (100) Servo Motors
 - (10) Scorch Markers
 - (1) Heat Gun
 - (1) Cricut Maker 3
 - A variety of tools for the cricut
 - A variety of vinyl rolls
 - (1) Cricut Heat Press
 - (10) Canary Cutter
 - Hummingbird Robotics Virtual PD
 - Fabrication is an incredibly important part of the prototyping process used throughout the engineering design cycle and the design thinking process. While Oasis Middle School has some prototyping and fabrication equipment, the tools currently available do not allow students to create fast, quality prototypes. The tools listed above will allow students to create prototypes quickly which can then be modified, as needed, to better meet the requirements of the design challenge.
 - The hummingbird robotics kit and servo motors can allow students to create a prototype of a moving component using sensors and coding. The scorch marker and heat gun can allow students to quickly and safely simulate wood burning to

get a different type of design element. The cricut can provide small types of cutting and provide vinyl cuts which can be used in conjunction with the heat press. Finally, the canary cutter provides a safer way for students to cut cardboard for prototypes.

- In the past, the students have spent most of their time in the actual cutting stage of the prototype design. With these tools, students can spend more time actually designing or improving upon their design as the construction and cutting component can be accomplished at a higher quality and quickly with these fabrication tools. This will encourage students to spend more time engaged in the development of twenty-first century skills.
- This also includes funding for several teachers to attend a hummingbird robotics virtual PD with a live instructor. This will ensure that several teachers get trained in the use of this equipment which will be new to the school and learn how the other fabrication tools can support student work in the development of prototypes and design.
- Sphero Bolt Power Pack - \$2,649.99
 - All 6th grade students at Oasis Middle School take an introduction to STEM course. As part of this class, the students complete a module on robotics and coding as a bridge from the elementary school to the middle school. This past school year this component was done through an online system where students coded a virtual robot. Many students expressed frustration with this method as they wanted a more hands-on experience.
 - The Sphero Bolt Power Pack contains small, spherical robots which the students can use in conjunction with a coding platform. By using this system the students will cover the same objectives (coding, robotics) but this will include a hands-on component which should make the work more engaging for students. An added benefit of this system is that the robots do not need to be built - they come assembled as a sphere. This allows the students to focus on the coding component of robotics, rather than the construction and hardware.
- (2) Crazy Circuits Bit Board Classroom Set - \$6,400
 - Using the micro:bit processors which are currently a part of the Oasis Middle School makerspace, these kits will allow students to see a physical manifestation of their coding.
 - Students will be able to engage in computational thinking and learn the use of sensors and servos to produce motion developed through their code.
 - These tools come with fully developed lesson plans.
 - These tools will provide foundational skills which will carry over into work in the pathways offered at Oasis High School
- (12) SeaPerch ROV Kits
 - Students in the 8th grade maritime engineering course at Oasis Middle School use the SeaPerch kit as a main curricular component of their coursework.
 - The SeaPerch program has students develop an underwater ROV (remotely operated vehicle). As part of this program, students learn the use of a variety of

tools (i.e. power drill, soldering iron), as well as the basics of electronics. After testing their device, students redesign their SeaPerch for a class competition.

Quarter 4

- HTC Vive Cosmos VR Headsets - \$7,751.46
 - This will include the purchase of the following:
 - (12) HTC Vive Cosmos
 - (12) HTC Vive Cosmos Cases
 - (6) Charging Cords
 - Another of the CTE pathways which is being offered at Oasis High School is game and sim. As a major component of this pathway, students will be learning game design as well as 3D animation through the use of the Unity program and curriculum. In the first year of the course, students will work through the Unity programming curriculum to learn the basics of video game development and design. Students will learn the basic programming skills needed for the development of games and, by the end of the course, they will program and develop their own video game. This will culminate in the students taking the first certification offered through Unity (Certified User: Programmer).
 - In the second year of the pathway, students will build on this knowledge to design and develop AR and VR environments. The use of the HTC Vive Cosmos headsets will be needed so students can see their designs in the way in which they are intended to be viewed. With these headsets, students can explore the environments they have designed and see what changes and modifications need to be made. Without these headsets, students would not be able to fully test and appreciate their work. By the end of this course, students will have the opportunity to take the second of the Unity certification exams (Certified User: VR Developer)
- (4) Shield Bot with Arduino (12 pack) - \$16,246.28
 - This kit will allow students in the second year of the OHS robotics progression to move from VEX robotics with block based coding, to text based coding with Arduino. Learning this skill in an applied manner will allow students to be able to make their own robotics using the fabrication equipment available to them.
 - The purchase includes a full, student-friendly curriculum, and an hour of professional development for the course instructor.
- Fabrication Equipment - \$12,277.00
 - This will include the purchase of:
 - (3) Makerbot Replicator+
 - (3) PLA Filament (10 pack)
 - (1) Glowforge Plus with Air Filter
 - These tools will be purchased for the Oasis Middle School makerspace.
 - In the past at Oasis Middle School, the students have spent most of their time in the actual cutting stage of the prototype design. With these tools, students can spend more time actually designing or improving upon their design as the construction and cutting component can be accomplished at a higher quality and

quickly with these fabrication tools. This will encourage students to spend more time engaged in the development of twenty-first century skills.

- Digital Design lab equipment - \$35,000
 - This will include the purchase of:
 - (35) Computers and Monitors
 - (1) Laser Printer
 - This will provide a refresh of the digital design lab. This space provides the opportunity for students to engage in both TV production and digital design.
 - In this lab, students will be able to earn several industry certifications including Adobe Certified Professional in Visual Design and Video Design.
 - New computers and monitors are needed for students to learn the programs required for these exams.
 - Consumable Materials - \$7,500
 - A variety of consumable materials will be purchased to replenish the supplies students use to construct their designs throughout the school year.
-
- Project Baseline Data –provide the performance baseline data from which progress will be measured and explain the methodology by which the project’s outcome will be assessed.

Currently, the Oasis Charter School system has one makerspace located in Oasis Middle School. During the 2020-2021 school year, the space was available to all teachers within the school who wished to integrate a design thinking lesson into their curriculum. By the end of the school year, 5000 students came through the doors of the makerspace with every student in the school having the opportunity to use the space at least once. Through data collected from conversations with students and teachers, it was clear that the makerspace was a valued part of the school. Both students and teachers highlighted the importance of the space in increasing student engagement, providing hands-on learning opportunities, and providing projects which made clear connections to content. The teachers further reported that the students made strong connections to content as a result of the use of the space.

One of the main methods by which the outcome of the initiative will be assessed is the development of makerspaces at Oasis High, and the enhancement of the makerspace at Oasis Middle. After the creation of the makerspaces, the system will further assess the impact by using surveys to track student and teacher opinions of the space, the connections students make between content and design thinking, and student work samples to see the impact of makerspaces on student design process. Further, we hope over time to see increased enrollment in our STEM courses at the middle and high school levels as a direct result of this system wide focus on STEM, makerspaces, and design thinking.

- Project Evaluate —explain how the project will be evaluated both qualitatively and quantitatively.

There are a number of both short and long term goals for the Oasis Charter School system as a result of this initiative:

- Short Term Goals
 - Development of makerspace at Oasis High School
 - Refresh of makerspace at Oasis Middle School
 - Professional development for teaching faculty on the purpose of makerspaces and the use of equipment
- Long Term Goals
 - Increase student interest in STEM subject areas
 - Increase student CTE certification pass rates at the high school level
 - Increase student sign ups for STEM elective courses at the middle and high school levels
 - Greater development of STEM integrated projects in the core subject areas

To track success towards these goals, a number of tools will be used to used:

- Short Term Goals
 - Photographs of makerspaces
 - Teacher reflections at the end of professional development opportunities
 - Data on teacher usage of tools and equipment
 - Surveys
- Long Term Goals
 - Student Surveys
 - Teacher Surveys
 - Parent Surveys
 - School Leadership Surveys
 - CTE Certification Pass Rates
 - Review of teacher lesson plans
 - Student Course Sign-Up Data

- Any other information that might be necessary to determine the successful implementation of *The Oasis Charter Schools STEM Makerspace Initiative* program.



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

October 13, 2021

Dear Gunterberg Charitable Foundation and Culliton Family,

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

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

- The Gunterberg Charitable Foundation and Culliton Family will:
 - Donate \$140,000 to the Oasis Charter School System over the next 2 school years (through the 2022-2023 school year), to include donations in the amount of \$70,000 each school year.
- The Oasis Charter School System will:
 - Rename the Oasis High School Makerspace as "The Gunterberg Charitable Foundation and Culliton Family Makerspace" through the end of the 2024-2025 school year.
 - Include The Gunterberg Charitable Foundation and Culliton Family as "Platinum Level Donors" to the STEM Innovation Program through the end of the 2024-2025 school year.
 - Provide a plaque to The Gunterberg Charitable Foundation and Culliton Family honoring their donation to be displayed at their corporate offices.
 - Recognize The Gunterberg Charitable Foundation and Culliton Family and their donation at the City of Cape Coral Charter School Authority governing board meetings.
 - Send out a press release to news outlets regarding the donation by The Gunterberg Charitable Foundation and Culliton Family.
 - Provide regular updates on the use of The Gunterberg Charitable Foundation and Culliton Family Makerspace, including pictures of students and teachers using the tools and equipment in the space
 - Provide hand-written thank you notes from students yearly.
 - Provide budget outlines at the end of each school year as to the expenditures for the funding through the end of the 2022-2023 school year.

**FOUR
SCHOOLS,
ONE
VISION**

239.424.6100

239.541.1039

TheOasisAdvantage.com

3519 Oasis Blvd., Cape Coral, FL 33914



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

Jacquelin Collins Date 10.14.21

Jacquelin Collins
Superintendent
The City of Cape Coral Oasis Charter Schools

Carol Culliton-Metzger Date 10/14/21

Carol Cuilliton-Metzger
President
The Gunterberg Charitable Foundation and Culliton Family



October 26, 2021

Dear Cape Coral Municipal Charter School Foundation,

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

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

- The Cape Coral Municipal Charter School Foundation will:
 - Donate \$5,000 to the Oasis Charter School System by the end of the 2021-2022 school year.
- The Oasis Charter School system will:
 - Include The Cape Coral Municipal Charter School Foundation as "Gold Level Donors" to the STEM Innovation Program through the end of the 2021-2022 school year.
 - Recognize The Cape Coral Municipal Charter School Foundation and their donation at The City of Cape Coral Charter School Authority governing board meetings.
 - Provide hand-written thank you notes from students.
 - Provide budget updates at the end of the 2021-2022 school year to show how the funding was used.

This agreement will go into effect once signed by all parties. By signing this agreement all parties accept the terms of the agreement and will abide by the expectations which have been outlined.

 Date 10.26.21

Jacquelin Collins
Superintendent

The City of Cape Coral Oasis Charter Schools

 Date 10/26/2021

Gary Cerny
President

Cape Coral Municipal Charter School Foundation



October 27, 2021

Dear Oasis Elementary North PTO,

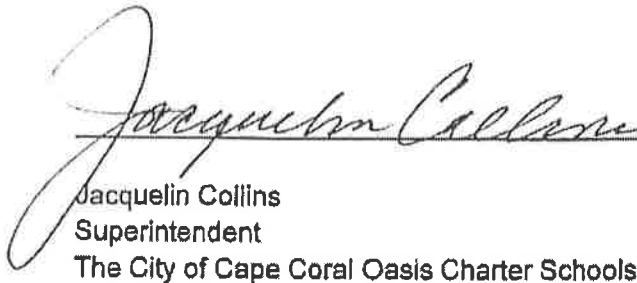
Thank you for your generous offer of donation to the Oasis Charter School STEM Innovation Program and Makerspace Initiative. This program aligns with the Oasis Charter Schools system's mission "to create a K-12 system that educates students to be responsible, critical thinkers who are prepared to successfully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


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

- The Oasis Elementary North PTO will:
 - Donate \$15,000 to the Oasis Charter School System by the end of the 2021-2022 school year.
- The Oasis Charter School system will:
 - Include The Oasis Elementary North PTO as "Platinum Level Donors" to the STEM Innovation Program through the end of the 2021-2022 school year.
 - Recognize The Oasis Elementary North PTO and their donation at The City of Cape Coral Charter School Authority governing board meetings.
 - Provide hand-written thank you notes from students.
 - Provide budget updates at the end of the 2021-2022 school year to show how the funding was used.



This agreement will go into effect once signed by all parties. By signing this agreement all parties accept the terms of the agreement and will abide by the expectations which have been outlined.

 Date 10-27-21
Jacquelin Collins
Superintendent
The City of Cape Coral Oasis Charter Schools

 Date 10/27/21
Jenna Givens
President
Oasis Elementary North PTO



October 27, 2021

Dear Oasis Elementary South PTO,

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

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

- The Oasis Elementary South PTO will:
 - Donate \$10,000 to the Oasis Charter School System by the end of the 2021-2022 school year.
- The Oasis Charter School system will:
 - Include The Oasis Elementary South PTO as "Platinum Level Donors" to the STEM Innovation Program through the end of the 2021-2022 school year.
 - Recognize The Oasis Elementary South PTO and their donation at The City of Cape Coral Charter School Authority governing board meetings.
 - Provide hand-written thank you notes from students.
 - Provide budget updates at the end of the 2021-2022 school year to show how the funding was used.



This agreement will go into effect once signed by all parties. By signing this agreement all parties accept the terms of the agreement and will abide by the expectations which have been outlined.

Jacquelin Collins Date 10-28-21
Jacquelin Collins
Superintendent
The City of Cape Coral Oasis Charter Schools

Michelle Hildebrand Date 10/28/21
Michelle Hildebrand
President
Oasis Elementary South PTO



October 27, 2021

Dear Oasis Middle School PTO,

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

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

- The Oasis Middle School PTO will:
 - Donate \$5,000 to the Oasis Charter School System by the end of the 2021-2022 school year.
- The Oasis Charter School system will:
 - Include The Oasis Middle School PTO as "Gold Level Donors" to the STEM Innovation Program through the end of the 2021-2022 school year.
 - Recognize The Oasis Middle School PTO and their donation at The City of Cape Coral Charter School Authority governing board meetings.
 - Provide hand-written thank you notes from students.
 - Provide budget updates at the end of the 2021-2022 school year to show how the funding was used.



This agreement will go into effect once signed by all parties. By signing this agreement all parties accept the terms of the agreement and will abide by the expectations which have been outlined.

Jacquelin Collins Date 10.29.21
Jacquelin Collins
Superintendent
The City of Cape Coral Oasis Charter Schools

Sarona Weyant Date 10.29.21
Sarona Weyant
President
Oasis Middle School PTO



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2021-2022

LFIR # 1840

1. Project Title
2. Senate Sponsor
3. Date of Request

4. Project/Program Description

The goal of the initiative is to increase the number of students interested in, and prepared for, in-demand and high-skilled jobs in the competitive 21st century workforce. To successfully accomplish this, Oasis Charter Schools firmly believe the impact makerspaces have on the successful comprehension of STEM coursework is immeasurable, especially in combination with a robust curriculum that includes study in such fields as coding, biomedical engineering, green architecture, and marine robotics, among other critical-mass courses. Oasis Charter Schools intends to expose all students grades K-12 to STEM coursework and STEM-centric activities thus, ensuring their 21st century workforce competency and passion.

5. State Agency to receive requested funds
- State Agency contacted?

6. Amount of the Nonrecurring Request for Fiscal Year 2021-2022

Type of Funding	Amount
Operations	350,000
Fixed Capital Outlay	0
Total State Funds Requested	350,000

7. Total Project Cost for Fiscal Year 2021-2022 (including matching funds available for this project)

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	350,000	67%
Matching Funds		
Federal	0	0%
State (excluding the amount of this request)	0	0%
Local	0	0%
Other	175,000	33%
Total Project Costs for Fiscal Year 2021-2022	525,000	100%

8. Has this project previously received state funding?

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. Is future funding likely to be requested?
- a. If yes, indicate nonrecurring amount per year.
- b. Describe the source of funding that can be used in lieu of state funding.
-

10. Has the entity requesting this project received any federal assistance related to the COVID-19 pandemic?



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2021-2022

LFIR # 1840

Yes

If yes, indicate the amount of funds received and what the funds were used for.

Funds received to date:
\$170,806.18
Funds were used for critical/essential COVID-19 products and services including student tutoring but not limited to disposable PPE mask/coverings, disposable gloves, protective apparel, sanitizing/disinfecting products Bioesque and Quat, among other equipment and supplies, etc.

11. Details on how the requested state funds will be expended

Spending Category	Description	Amount
Administrative Costs:		
Executive Director/Project Head Salary and Benefits		0
Other Salary and Benefits		0
Expense/Equipment/Travel/Supplies/Other	Technology and supplies to implement STEM-centric workforce development programs in and out of scheduled school instructional times(s).	220,000
Consultants/Contracted Services/Study	Contracted services for professional learning for educators, as well as facility rental and content expert consultations.	130,000
Operational Costs: Other		
Salary and Benefits		0
Expense/Equipment/Travel/Supplies/Other		0
Consultants/Contracted Services/Study		0
Fixed Capital Construction/Major Renovation:		
Construction/Renovation/Land/Planning Engineering		0
Total State Funds Requested (must equal total from question #6)		350,000

12. Program Performance

a. What specific purpose or goal will be achieved by the funds requested?

In anticipation of a fully developed and competitive 21st century workforce, the goal of the project will be to increase the number of students interested in, and prepared for, in-demand and high-skilled jobs which will require readiness and competency.

b. What activities and services will be provided to meet the intended purpose of these funds?

Along with a robust curriculum, Oasis Charter Schools will provide STEM programs in coding, biomedical engineering, green architecture and marine robotics, among other critical-mass areas of study.

c. What direct services will be provided to citizens by the appropriation project?

Oasis Charter Schools will provide STEM-centric courses both inside and outside of scheduled school instructional time(s) for student enrichment and workforce development for competency and competitiveness in the global 21st century workforce environment.

d. Who is the target population served by this project? How many individuals are expected to be served?

The target population that will be served are middle and high school students, as well as "others" for professional education and development.

e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2021-2022

LFIR # 1840

The goal of the initiative will be to increase the number of students interested in, and prepared for a STEM-centric career. The methodology and measurements used to achieve this goal will include increasing the number of industry certifications earned by students; increasing the number of students accessing high-level STEM-related coursework; the number of entries in STEM competitive activities; the number of student patent requests; the number of more locally employed students in skilled jobs; rising student test scores; highly-qualified teacher employment, and expanded stakeholder investments.

f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for the contract?

All funds received are returned.

13. The owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

Not applicable. The request does not include fixed capital outlay funding.



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2021-2022

LFIR # 1840

14. Requestor Contact Information

a. First Name Last Name
b. Organization
c. E-mail Address
d. Phone Number Ext.

15. Recipient Contact Information

a. Organization
b. Municipality and County

c. Organization Type

- ☐ For Profit Entity
☐ Non Profit 501(c)(3)
☐ Non Profit 501(c)(4)
☐ Local Entity
☐ University or College
☒ Other (please specify) Municipal Charter School System

d. First Name Last Name
e. E-mail Address
f. Phone Number

16. Lobbyist Contact Information

a. Name
b. Firm Name
c. E-mail Address
d. Phone Number

Item Number:	15.C.
Meeting Date:	12/14/2021
Item Type:	NEW BUSINESS:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Acceptance and Approval of the "HB 2707 Oasis Charter Schools Makerspace Initiative," Gunterberg Charitable Foundation - Culliton Family Matching Donation in the amount of \$140,000.00 to be Used for the Oasis Charter Schools STEM Education Program - Dr John Omundsen, Director of STEM Education

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number:	15.D.
Meeting Date:	12/14/2021
Item Type:	NEW BUSINESS:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Acceptance and Approval of the "HB 2707 Oasis Charter Schools Makerspace Initiative," Cape Coral Municipal Charter School Foundation Matching Donation in the amount of \$5,000.00 to be Used for the Oasis Charter Schools STEM Education Program - Dr John Omundsen, Director of STEM Education

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number:	15.E.
Meeting Date:	12/14/2021
Item Type:	NEW BUSINESS:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Acceptance and Approval of the "HB 2707 Oasis Charter Schools Makerspace Initiative," Oasis Elementary North Parent Teacher Organization (PTO) Matching Donation in the amount of \$15,000.00 to be Used for the Oasis Charter Schools STEM Education Program - Dr John Omundsen, Director of STEM Education

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number:	15.F.
Meeting Date:	12/14/2021
Item Type:	NEW BUSINESS:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Acceptance and Approval of the "HB 2707 Oasis Charter Schools Makerspace Initiative," Oasis Elementary South Parent Teacher Organization (PTO) Matching Donation in the Amount of \$10,000.00 to be Used for the Oasis Charter Schools STEM Education Program - Dr John Omundsen, Director of STEM Education

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number:	15.G.
Meeting Date:	12/14/2021
Item Type:	NEW BUSINESS:

AGENDA REQUEST FORM
City Of Cape Coral Charter School Authority

TITLE:

Request for Acceptance and Approval of the "HB 2707 Oasis Charter Schools Makerspace Initiative," Oasis Middle School Parent Teacher Organization (PTO) Matching Donation in the amount of \$5,000.00 to be Used for the Oasis Charter Schools STEM Education Program - Dr John Omundsen, Director of STEM Education

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION:

Item Number:	17.A.
Meeting Date:	12/14/2021
Item Type:	TIME AND DATE OF NEXT MEETING

AGENDA REQUEST FORM
City Of Cape Coral Charter School
Authority

TITLE:

The Next Regular Governing Board Meeting will be held on Tuesday, January 18, 2022 at 5:30p.m. in Cape Coral City Council Chambers, 1015 Cultural Park Blvd., Cape Coral, FL 33990

SUMMARY:

ADDITIONAL INFORMATION:

RECOMMENDED ACTION: