

**AGENDA**  
**REGULAR MEETING OF THE CAPE CORAL**  
**CHARTER SCHOOL GOVERNING BOARD**  
**Tuesday, February 14, 2017**  
**Council Chambers**  
**9:00 A.M.**

**CALL TO ORDER**

1. **MOMENT OF SILENCE:** Chair Cosden
2. **PLEDGE OF ALLEGIANCE:** Chair Cosden
3. **ROLL CALL:** Boyer, Cosden, Donaldson, Fisher, Jackson, Lucas-Ross, McMillan, Traiger, Winstead, Zivkovic
4. **APPROVAL OF MINUTES:** January 12, 2017 Regular Meeting Minutes
5. **APPROVAL OF AGENDA REGULAR MEETING:**
6. **PUBLIC COMMENT:** Limited to 3 Minutes per Individual, 45 Minute Total Limit
7. **CONSENT AGENDA:**
  - A. Approval of the OMS Technology Student Association (TSA) Out of Town Conference/Competition Trip to Orlando, FL., March 1-5, 2017-Keith Graham
  - B. Approval of the OES Out of Town Field Trip to C'mon Museum in Naples, FL., March 30 and 31, 2017-Donnie Hopper
8. **SUPERINTENDENT REPORT:** Nelson Stephenson
9. **CHAIRMAN REPORT:** Jessica Cosden
10. **FOUNDATION REPORT:**
11. **STAFF COMMENT:** Danielle Jensen, Christa McAuliffe Charter Elementary School, Oasis Charter Elementary School, Oasis Charter Middle School, Oasis Charter High School
12. **UNFINISHED BUSINESS:**
  - A. Strategic Plan-Nelson Stephenson
  - B. NEOLA-Nelson Stephenson
  - C. Summary of Proposed Superintendent Agreement for Nelson Stephenson-Odette Boyer
  - D. Discussion: Matrix of Responsibilities for Superintendent, Governing Board, etc.- Rob Zivkovic
13. **NEW BUSINESS:**
  - A. Approval of Change to NEOLA Policy 6151-Bad Checks-Payment of Dishonored Checks A:2-Nelson Stephenson
  - B. Discussion Regarding the Accessibility of Board Meeting Video, and Barriers to Posting the Meeting Video Within Seven Days of a Charter Board Meeting-Tami Traiger
  - C. Status Report for Each of the Strategic Plan Items Under Priority Goal #5-Enhance Financial Stability-Tami Traiger

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

**15. TIME AND DATE OF NEXT MEETING:**

**Regular Governing Board Meeting will be held on Tuesday March 14, 2017 at 6:00 p.m. in the CME cafeteria.**

**16. 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 § 288.28, 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 288.0105: 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.

**MINUTES OF THE**  
**CAPE CORAL**  
**CHARTER SCHOOL AUTHORITY GOVERNING BOARD**  
**REGULAR MEETING**

Tuesday, January 12, 2017  
Council Chambers  
9:00 a.m.

**CALL TO ORDER:** The Cape Coral Charter School Authority Governing Board of Lee County, Florida, met on January 12, 2017, at City of Cape Coral Council Chambers, a Regular Governing Board Meeting. Chair Cosden called the meeting to order at 9:02 a.m.

**INVOCATION:** Chair Cosden

**PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA:**  
All in attendance

**ROLL CALL:** Boyer, Cosden, Fisher, McMillan, Winstead, Zivkovic  
Donaldson-Excused  
Jackson-Excused  
Lucas-Ross-Excused  
Traiger-Excused

**ALSO PRESENT:** Bill Buztrey, Assistant City Attorney  
Nelson Stephenson, Superintendent, Cape Coral Charter School Authority  
Shannon Treece, Principal, Oasis Charter High School  
Keith Graham, Principal, Oasis Charter Middle School  
Donnie Hopper, Principal, Oasis Charter Elementary School  
Jacque Collins, Principal, Christa McAuliffe Charter Elementary School  
Danielle Jensen, Director of Procurement and Food Services, Cape Coral Charter School Authority  
Mary Anne Moniz, Business Manager, Cape Coral Charter School Authority  
Vicki McAtee, City of Cape Coral, Human Resource Liaison to Charter Schools  
Branden Pearson, Student at Oasis Charter High School

**APPROVAL OF MINUTES:**

Request made via email from speaker Brandon Pearson to amend the minutes under Public Comment section. His request is to add the sentence, "He proceeds to state that if this body can do what is best for the students then maybe he can graduate from the system he grew up in."

Motion was made to amend the minutes by Member Winstead and seconded by Vice Chair Zivkovic.

Board vote: Boyer, Cosden, Fisher, Winstead, Zivkovic

**All “Aye’s,” motion carries.**

Request made by Member Fisher to amend the minutes under his discussion portion, to include that Victoria Bateman stated she had emails and that a public records request was made on the record in regards to those emails.

**Motion was made to amend the minutes by Member Fisher and seconded by Member Zivkovic.**

**Board vote: Boyer, Cosden, Fisher, Winstead, Zivkovic**

**All “Aye’s,” motion carries.**

Motion to approve the amended minutes for the Regular Governing Board Meeting of December 13, 2016 was made by member Fisher and seconded by member Winstead.

**Board vote: Boyer, Cosden, Fisher, Winstead, Zivkovic**

**All “Aye’s,” motion carries.**

**APPROVAL OF THE AGENDA REGULAR MEETING:**

Motion was made by member Boyer and seconded by member Fisher to approve the agenda with the following changes:

- To add item 7C-Legoland Field Trip
- To add item 7D-Ringling Field Trip
- To add item 13D-Chromebook Purchase
- To add item 13E-Discussion of Superintendent Contract.

**Board vote: Boyer, Cosden, Fisher, Winstead, Zivkovic**

**All “Aye’s,” motion carries.**

**PUBLIC COMMENT:**

Branden Pearson states that he is happy to say he is still a student at Oasis High School. Last month he spoke regarding several concerns that will hopefully be addressed here today. He spoke at this past Monday’s City Council meeting where he clarified their concerns are not with education but with conduct policy and procedure. He states that he has concerns with several NEOLA policies. NEOLA policy 2260 regarding non-discrimination, lists Mr. Keith Graham as compliance officer for our system and requires this information be displayed on the Authorities website. At this time this information is not published on the Authority website and it has caused many of the concerns of parents, teachers and students to become public knowledge this past year. The same policy stipulates when a complaint regarding discrimination or retaliation is reported to a board member, superintendent or principal it is to be reported to the compliance officer within 2 school days of being received. He is asking here today

were the concerns he sent last month via email to this board and several administrators forwarded to Mr. Graham in that time period.

His mother asked for assistance with enforcement of his domestic violence injunction while on school premises. NEOLA policy 7217 allows the superintendent to take necessary steps to exclude a person that made threats of violence to a student from system property. The courts have deemed that Mr. Kenneth Pearson is a threat to his safety. Some people believe the concerns of one don't outweigh the majority, however this is his safety he is talking about and he is asking for action to be taken.

Next, he would like to address his removal as battalion commander. One of the reasons he was given was that his mother, the mayor of Cape Coral and himself publicly stated he was being withdrawn. He was begging with this council to help facilitate change to allow him to stay. While things haven't happened yet he has great faith that the system will work itself out. However, if he was being withdrawn, NEOLA policy 5130 states that before a student is withdrawn an exit interview should be conducted and a survey taken. The policy is designed to retain students by asking them the question, *how can they be kept in the system?* At no time was this policy adhered to. The Lee County School Board prohibits seniors transferring schools after the first quarter by their own policy, thus this argument is invalid.

Mr. Pearson would like to address FERPA which is a federal law protecting the confidentiality of students. It is addressed in NEOLA policy 8330. It protects many aspects of the students' record to unauthorized parties. A technical guide published by the Florida department of Education states that this board does fall under FERPA policy as well as all administrators, teachers and support staff. He asks that the governing board reiterate FERPA policy to its administration, especially in regards to social media.

He respects that some are new to the board and did not participate in the original adaptation of NEOLA he urges this board and each member as well as the administration to study the NEOLA policies in depth because it is what is best for the students. It is all about the kids, correct?

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Member Zivkovic states that generally they don't comment on public comment or get into a tit-for-tat but they have discussed the safety issue and at no time did he feel that our administration put any student in danger. They took appropriate actions and steps that day when somebody was on campus. It was a new and unusual situation and he thinks they did everything they could to make sure our students were safe.

Chair Cosden states that she wants to ask a few questions since Mr. Buztrey is there to clarify. First, is a link to NEOLA appropriate to satisfy the compliance officer issue? Mr. Buztrey states a link is appropriate because NEOLA states in 2260 there is a compliance officer. It could be listed separately if the board wishes but the current link on the website is sufficient.

Chair Cosden asks about the complaints being forwarded to Mr. Graham. Mr. Buztrey states that Mr. Graham has notified the complainant that we are in receipt of it and it will take time to investigate. The city attorney's office is meeting with the appropriate city staff to begin the investigation. For a thorough investigation they may need to review documents, interview witnesses and obtain statements from witnesses. We are in the process of beginning that process to investigate.

Chair Cosden states that exit interviews are for students who have actually withdrawn. The goal is to keep the students in our system.

Chair Cosden asks if once an email goes to a city council member it becomes public record unless it contains personal information. Mr. Buztrey states that FERPA is a federal law which would supersede the state statute. Generally, if the information given to a council member is confidential it retains its confidentiality. If it pertains to student records the board has a legal and ethical obligation to retain the confidentiality of those records. If a student or someone sends information regarding a student that's protected by FERPA it's not a public record. Other parts may be but that particular part is not a public record. Chair Cosden asks what constitutes a student record. Mr. Buztrey states a student record generally pertains to student grades, transcripts, accident reports, discipline, academic progress, and guidance notes.

Member Winstead states that it is important to get guidance in reference to general statements made by a student verses a student's general records. How does the board discern when this goes into a personal situation? Does the board just guess at it?

Mr. Buztrey states the dividing line could be whether the email contains personal information concerning to the students academics such as grades, transcripts or disciplinary action. That would not be public record. It's a case by case judgement.

#### **CONSENT AGENDA:**

Motion was made by Member Fisher and seconded by Vice Chair Zivkovic to approve consent agenda items.

**Board vote: Boyer, Cosden, Fisher, Winstead, Zivkovic**

**All "Aye's," motion carries.**

#### **SUPERINTENDENT REPORT:**

Mr. Stephenson welcomes everyone back after the holiday.

Mr. Stephenson thanks Shannon Arthur for going above and beyond. This week while everyone was on holiday she came in and worked a couple days and refused repeated requests to take time off because her work load is so great. It is part of what people do in the charter school system. He states he just wanted to thank her for her diligence and hard work, coming early and staying late.

Mr. Stephenson thanks the administrative team. There are over 50 years of administrative experience with our principals. Our administrative team feels like they are working together and firing on all cylinders.

Mr. Stephenson thanks teacher Adam Prawitz for his time and energy in taking our online forms and putting them into a computer/software program. This allows our administrators to go in and do their evaluations. Once they submit, it will email the teacher allowing them to receive a real time response

back to what is happening in the classroom. This has saved us thousands and thousands of dollars. Mr. Stephenson also thanks Ms. Treece for working with Adam to get this done. It is a big project.

Mr. Stephenson states the Martin Luther King Day Unity Event will be held Monday, January 16, 2017 from 8:30 to 9:30 AM. The media has been invited. The new Cape Coral Foundation Executive Director will be the keynote speaker. There will also be students speaking, refreshments and a unity walk at the end.

Mr. Stephenson states that it's important to our system that our staff has the latest training in technology. Some staff will be attending the FETC (Future Education Technology Conference). There are a lot of demonstrations and discussions that help keep us in tune with what's the best. We are also going to support Mr. Graeble from Graeble Services. He is one of our parents who has been willing to help us with our internal software needs and is a vendor at the conference.

*Discussion held.*

#### **CHAIRMAN REPORT:**

Chair Cosden states that she attended Winterfest. It was beautiful and she hopes it becomes an annual event. It was good to see the families and kids and they were happy. She thanked Mr. Stephenson and administration for doing a great job.

Chair Cosden also thanks Shannon Arthur for wearing many hats.

#### **FOUNDATION REPORT:**

Mr. Stephenson states the Rally is ongoing. Chris Porter has been amazing in getting resources.

Mr. Stephenson states administration is still attending the foundation meetings.

Mr. Stephenson states the foundation is looking at more of the mini-grants or micro-grants for the classroom. The focus has shifted to more of the classroom and more of the instructional side. The foundation will be supporting the teachers.

*Discussion held.*

#### **STAFF AND BOARD COMMENT:**

##### **Business Manager**

Mary Anne Moniz states that minimum wage has increased as of January 1, 2017. It increased from \$8.05 to \$8.10 per hour. She doesn't expect a drastic impact for our system. There are 11 employees who will be affected and they are primarily our substitutes.

Mary Anne Moniz states we are expecting a postage increase January 22, 2017. It will increase from .47 to .49 cents, however if you are metered it will go to .46 cents so we anticipate a slight savings.

Mary Anne Moniz states the IT infrastructure project has been officially completed. The project came in approximately \$10,800.00 less than anticipated. The savings will be applied to offset the cost of the fiber installation.

Mary Anne Moniz states the third survey enrollment results came in. We are still 66 students off from our budgeted numbers. A budget amendment will be needed. Administration will meet as a group to discuss areas that can be used to make reductions before having to use the reserves to make up the difference.

Mary Anne Moniz states an A/C compressor failed at OES resulting in an unanticipated cost of about \$7,000.00.

Mary Anne Moniz states the OHS water leak resulted in about \$6,000.00 in repair costs.

Mary Anne Moniz states a generator radiator failed at CME and will be a close to \$5,000.00 to repair.

Mary Anne Moniz states a water heater failed at CME and the will be about \$4,000.00 to repair.

Mary Anne Moniz states that she feels confident we'll be ok after the repairs because some of the items were budgeted.

*Discussion held.*

Mary Anne Moniz states the investment policy was revised at the last governing board meeting. The city is in the process of opening an account with Bank United. Currently we use Fifth Third bank and they have some significant charges. Bank United has no monthly charges. The city made a recommendation and we have agreed that we would like to move some money around. The dollars that are moved will be in accordance with the investment plan.

*Discussion held.*

#### **Director of Procurement and Food Service**

Danielle Jensen states that she has completed three of the four onsite visits in our kitchens. These must be complete by January 30, 2017. All three kitchens are doing well. She will visit CME next week.

Danielle Jensen states that the state has selected OMS to do their audit. They will be here Wednesday, February 8, 2017. They are already requesting information such as dietary spec sheets and copies of hundreds of applications for their review. They will split the day between observing the kitchens and lines and reviewing records in the office. We are ready for this.



**Christa McAuliffe Charter Elementary School**

Jacque Collins states they are preparing for testing. The first test is 4<sup>th</sup> and 5<sup>th</sup> grade writing at the end of February. In April and May English language arts, math and science will be tested. This time of the year is stressful on teachers and students.

Jacque Collins states that two accelerated classes are going to Kennedy Space Center tomorrow, January 13, 2017. They will be able to sleep under the shuttle as well as a variety of other things such as being in a simulator.

Jacque Collins states the science fair is coming up on the 2<sup>nd</sup> of February for grades three, four and five. She thinks it is very important the students learn the scientific method. A lot of information is sent home to the parents to let them know what is expected and how to perform a science experiment. There will be three scientists from the Southwest Florida Scientist Society that will help judge the finalists.

Jacque Collins states they started their Robotics Club yesterday, January 12, 2017. DonorsChoose funded the Dash and Dot coding program. There are 30 students from grades three, four and five who will meet once a week for the third quarter. The fourth quarter will consist of kindergarten, first and second grades. Ms. Moore and Ms. Avis are coordinating the club.

Jacque Collins states they are getting ready to kick off ticket sales for the Rally in the next week or so. The rally committee is giving every school \$1,500.00 to buy prizes. CME has purchased items like a Kindle Fire, a karaoke machine, motorized scooters and drones as their giveaway prizes.

Jacque Collins states the rally committee has put together some great prizes for the parents. The first prize is a seven night stay at a Marriott in St. Thomas. It includes airfare, excursions and \$1,000.00 in spending money. The second prize is a stay in Bimini Bahamas plus \$500.00 spending money. There are 25 prizes in all. The Rally will be held on March 26, 2017 from 12:00 to 6:00 PM.

*Discussion held.*

**Oasis Charter Elementary School (OES)**

Donnie Hopper states they have just received, through Ms. Altini, an amazing grant from Wowzer. It is a \$10,000.00 grant that allows teachers and students access to an online supplemental math program.

Donnie Hopper states they have received two Chromebooks, fully funded through DonorsChoose. We really appreciate people who donate to our school and to our kids.

Donnie Hopper states the Junior Theatre is going to Atlanta to participate in a festival. Over 20 students are going and each one will have a parent going as well.

Donnie Hopper states they had a great turn out last night at their PTO meeting.

Donnie Hopper states that Rally ticket sales will start soon. OES will also be doing the incentives like CME.

Donnie Hopper states they are full in kindergarten for the 2017-2018 school year and there are still people wanting to get on the waiting list.

Donnie Hopper states there will be a PTO family movie night. They will show a movie on a big screen behind the school on Friday, January 27, 2017.

Donnie Hopper states that it's a time teachers feel a little more pressure to ensure standards are being mastered by the kids. They feel the test date coming and the message to the teachers is to continue doing the same things they have done up to this point, continue to teach.

*Discussion held.*

### **Oasis Charter Middle School (OMS)**

Keith Graham states that he is proud to say the Lady Iguanas Volleyball team has become district champs. They did a fantastic job all season long. Coach Joe Carson has done a great job getting things organized.

Keith Graham thanks Ms. Myers and the Treble Makers chorus group for their performance at the Southwest Regional Airport.

Keith Graham thanks Ms. Myers, the fantastic performers and volunteers who helped put on the first performing winter arts festival. It was a fantastic first.

Keith Graham states they are having their parent information open house on January 14, 2017 from 6:00-8:00 PM in the OMS cafeteria.

Keith Graham states they have three new students this week. They are continuing to bring as many students in as they can.

**\*\*10:09 Member Fisher exits meeting\*\***

Keith Graham states the STEM Tour Team is heading to FGCU on January 28, 2017 to take part in the water tower challenge. They will construct a water tower that will get water from ground level into the tower and get it back out to where it is needed.

Keith Graham welcomes new staff member Ms. Edith Delevoe as the new technology teacher. She is off and sprinting.

Keith Graham states the TSA meeting held January 12, 2017 was fantastic. The students are looking to reevaluate and reassess their projects and needs. They are still planning to go to competition in March.

Keith Graham states they are also getting ready for the Rally raffle.

Keith Graham states they are also getting ready for testing. Testing Coordinator Amy Picciolo has been attending district trainings in preparation for the testing.

### **Oasis Charter High School (OHS)**

Shannon Treece shows a newspaper article featuring our students who participated in the Habitat for Humanity for project based learning. The project allowed them to address the standards of curriculum that they would have been covering through the reading of a book in an application to doing some work outside. It was an incredible process to watch.

Mr. Stephenson states that he would like the community know that there were a group of teachers surrounded by students. The words of the students to the teachers were inspiring.

Shannon Treece thanks Mr. Prawitz not only for the evaluation component of the work he has done but also for his work with Schoology. He works with Mr. Cole and our teachers on how to make it work for them in the classroom. He has gone above and beyond.

Shannon Treece states that Mr. Butterfield was invited for the ninth time to score the AP exams in Salt Lake City, Utah this summer. He will bring back knowledge from scoring and training to serve our students.

Shannon Treece states that three of their DonorsChoose projects were fully funded. There will be 21 Chromebook devices delivered to the school.

Shannon Treece states the engineering position was filled with Lori McLain. She is working with our TSA and STEM students. She has had enough student interest and a third STEM team will need to be added to the STEM tour.

Shannon Treece states that OHS had an open house last night for incoming eighth graders. Enrollment at the high school level is a little trickier. It is difficult to match up classes, depending on where they are coming from. It was a packed house, lots of positive conversations and interaction with parents and teachers.

***\*\*10:20 Member Fisher returns to the meeting\*\****

Shannon Treece states the PTSO handed out pizza and chips to the families at the open house. It was a really nice gesture for those just getting off work and coming to the open house. Thank you to Mr. Hess and his group of parents that have been working hard to support our school this year.

Shannon Treece states most of their work now is focused on grades and midterms.

Shannon Treece states the FSA reading scores came in. She will report more in terms of data next month. We were the highest performing in the district for the 11<sup>th</sup> grade retakes. Students worked really hard in preparation for that exam. Ms. George has put in a lot of time working with those students.

Shannon Treece states End of Course and AICE Exams will become prevalent on the calendar very soon. They are hoping the devices will help with logistics and create less time for testing.

Shannon Treece states a new staff member shared with her that when she walked in the door there were people there to help her with everything that came up. This is a much different message than what it was this time last year.

*Discussion held.*

## **UNFINISHED BUSINESS**

### **A. Strategic Plan-Nelson Stephenson**

Mr. Stephenson states that the Chromebooks we are receiving from DonorsChoose are around \$300.00 each. Even if we only receive two that is around \$600.00 we don't have to spend.

Mr. Stephenson states that he is energized to make a plan for the Christa McAuliffe commitment. His next steps are to get engineers in to look at what our options are.

Mr. Stephenson states that we are going to a three year budget. This will assist us in looking at a long term strategic plan.

Mr. Stephenson states we now have the ability to communicate with all four campuses or one to one for security purposes. The principals and assistant principals have been trained and are committed to carrying radios.

Mr. Stephenson states starting next week he will be visiting classrooms and working with those who were assigned individual components of the strategic plan. They will discuss timelines and what can be accomplished within the timeline. Mr. Stephenson states he will provide a break down at the next meeting of who can do what and how they can get it done.

*Discussion held.*

### **B. NEOLA-Nelson Stephenson**

Mr. Stephenson states there will be further review with the legal department in terms of NEOLA procedures.

Mr. Stephenson states there are no new legislative updates to report.

*Discussion held.*

## **NEW BUSINESS**

### **A. Discussion of OHS Educational Science Trip to Costa Rica for Two Weeks During the Summer-Shannon Treece**

Shannon Treece states they want to pursue a student trip to Costa Rica during the summer. It would likely be a group of 8 to 16 students. It would be through a conservation expedition. They would be traveling through Smithsonian Adventure Group. The company supplies the group with their own travel guide who stays with the group the entire time. Students will assist researchers with collecting data on sea turtles, sloths and other wildlife; clean up beaches; learn about other

eco systems in the Costa Rican area; meet with farmers and hike in the rain forest. The approximate cost is \$3,400.00; this includes air fare, meals and lodging.

*Discussion held.*

**B. Discussion of Establishment of Independent Investigative Body or Ombudsman-Jessica Cosden**

Jessica Cosden states that it seems like we are coming up on several different parents or students who have gone through the chain of command and they still feel like they're not completely satisfied. She feels like there would be more faith and trust in the system if we had an independent person or body like a board committee to investigate and fact find and look into claims that are not resolved after the proper chain of command is followed. Some school systems have an Ombudsman and some will outsource and pay a person to investigate claims. She would like to know the thoughts of the board.

*Discussion held.*

**C. Approval of the Amendment to Superintendent's Employment Agreement Allowing an Additional Evaluation and Goal Setting-Bill Buztrey**

Motion was made by Vice Chair Zivkovic and seconded by Member Fisher to adopt amendment one section five evaluation as presented by Mr. Buztrey.

*Discussion held.*

**Board vote: Boyer, Cosden, Fisher, Winstead, Zivkovic**

**All "Yes's," motion carries.**

**D. Approval of the Chromebook Purchase for the 16-17 School Year- Danielle Jensen**

Motion was made by Member Boyer and seconded by Member Fisher to approve the procurement waiver and the Chromebook Purchase for the 2016-2017 school year.

*Discussion held.*

**Board vote: Boyer, Cosden, Fisher, Winstead, Zivkovic**

**All "Yes's," motion carries.**

**E. Discussion of the Superintendent's Contract- Sam Fisher**

Chair Cosden states that we should appoint someone to sit down with Mr. Stephenson and talk about the contract and come back next month with a contract to approve if there should be one.

Member Fisher states that he has discussed this with Mr. Buztrey and in fairness to the school system and Mr. Stephenson we do need to figure something out.

Member Winstead states that it appears we are all in agreement that we want to move forward with Mr. Stephenson. He thinks that we should formerly make a decision that yes we want to go forward with the contract and then put the elements together.

Mr. Buztrey states that Mr. Winstead's suggestion is a good idea. Until a new contract is signed, even though you are negotiating a renewal or a new contract if on May 31, 2017 the board changes their mind you don't have to act. He reminds the board that they have to provide the notice by April 1, 2017 or there is a minor penalty for the board. Usually the board appoints the chair person to take the lead. Another person can be appointed. They are not acting for the board they are just meeting with Mr. Stephenson and bring back a recommendation to the full board. If you are happy with the present contract you can continue it. The current contract has many penalties unfavorable to the superintendent.

Member Fisher asks Mr. Stephenson if it is his intention to continue on and seek a new contract.

Mr. Stephenson states that he would like to see where we head together. Out of fairness we should continue the conversation.

Motion was made by Member Fisher and seconded by Member Boyer to appoint Chair Cosden to begin negotiations in regards to the superintendent's future contract.

*Discussion held.*

Amended motion was made by Member Fisher and seconded by Vice Chair Zivkovic to appoint Member Boyer to begin contract negotiations for future contract with Mr. Stephenson.

*Discussion held.*

**Board vote: Boyer, Cosden, Fisher, Winstead, Zivkovic**

**All "Yes's," motion carries.**

**BOARD COMMENT:**

Member Boyer thanks Mr. Buztrey for his time with the system. She also wishes good luck to Mr. Buztrey.

Vice Chair Zivkovic thanks Mr. Buztrey for his service and thank you everyone else for your service. Enjoy your holidays.

Chair Cosden thanks Mr. Buztrey, he's been here since the beginning and has grown with the system.

Member Fisher congratulates Mr. Buztrey on his retirement. He states that he also had a great time at Winterfest. It was good to see the spirit and positivity. He wishes everyone a Happy New Year.

Member Winstead states that he appreciates Mr. Buztrey's knowledge, wisdom and interaction. Mr. Buztrey will truly be missed.

**Time and Date of Next Meeting**

Regular Governing Board Meeting: Tuesday March 14, 2017 at 6:00 PM at Christa McAuliffe Elementary.

**Adjournment**

There being no further business, the meeting adjourned at 12:01 p.m.

Respectfully submitted,  
Shannon Arthur  
Executive Assistant to the Superintendent  
Cape Coral Charter School Authority

# **7 A**

**Approval of the OMS Technology Student Association (TSA) Out of Town Conference/Competition Trip to Orlando, FL., March 1-5, 2017.**

**Keith Graham**



OMS

Name of your Group	Sponsor	Where	When	Who	Out of Lee County	Overnight	Transportation	Cost estimate per student	Username	Purpose of Trip	How many chaperones	If overnight, how many nights
Technology Student Association (TSA)	Mrs. Edith Delevoe	Orlando, Florida	March 1st returning March 5th. Wednesday - Sunday	15-Oct	Yes	Yes	Charter School System Bus (Cost per student = \$15/hr of trip divided by students, 4 hour trip = \$60/25 students = \$2.50)	\$471.70		Conference and Competition	10-May	4

# **7 B**

**Approval of the OES Out of Town Field Trip to C'mon Museum in Naples, FL,  
March 30 and 31, 2017.**

**Donnie Hopper**

OES

Name of your Group	Sponsor	Where	When	Who	Out of Lee County	Overnight	Transportation	Cost estimate per student	Username	Purpose of Trip	How many chaperones	If overnight, how many nights
Kindergarten - OCES	Kelsey Flynn	C'Mon Museum in Naples	March 30 and 31st (going in two groups)	We will have 60 students one day and 81 students the other day.	Yes	No	Charter School System Bus (Cost per student = \$15/hr of trip divided by students, 4 hour trip = \$60/25 students = \$2.50)	\$10.00		To let the students have a hands on experience with some of the science we've been learning and to learn new things in a fun and innovative way.	12 with the 60 student group and 16 with the 81 student group.	

# 12 A

Strategic Plan

Nelson Stephenson

## PRIORITY GOAL #1: STUDENT LEARNING AND ACHIEVEMENT

**INITIATIVE 1.1:** Provide highly effective instruction in every classroom that ensures consistent delivery of quality curriculum using strategies that address the learning needs of all students and provides real world applications.

### Team Members:

Activities for accomplishing each goal (curriculum, design, data, analysis, professional development, etc)	Responsibility: Who will carry out this work	Timeline: When will this be accomplished?	Measures	Current Status
1. Provide teacher development in highly effective instructional practices that support the delivery of quality curriculum.				
a) Staff development				
Book study or best practices training on effective instructional practices for teachers, for example: "Whatever It Takes" by Eaker and DuFour, Teach Like A Pirate, Marzano, Danielson, or any other text that focuses on best instructional practices.	Principals and teacher leads K-12	one/school/year	Instructional practices will be monitored through walkthrough data, principals will disaggregate data each month and shared w/teacher leaders for review of effective practice data	<ul style="list-style-type: none"> <li>On-going</li> </ul>
<b>COST:</b> One book/year/school (books could potentially be rotated) \$25 x 250 = \$6,250				
Teacher leaders review data to share with collaborative teams (grade levels and content)	Principals and Teacher Leads	monthly teachers will meet with principals	Monthly data focus on instructional practices and growth for individual department/grade level foci.	<ul style="list-style-type: none"> <li>On-going</li> </ul>
Monitoring student growth and identification of learning needs of all students (linking instructional practices to student performances via grading practices)	Principals, School Counselor, and Teacher Leads	monthly	MTSS Referral Data and Schoology (Mastery Platform)	<ul style="list-style-type: none"> <li>On-going</li> </ul>
<b>COST:</b> <ul style="list-style-type: none"> <li>MTSS Training: Develop data monitoring charts/plans for monitoring student achievement/grading/reporting, training for system approximately \$5,000/year (focus on middle and high school due to lack of written policies)</li> </ul>				

and procedures specifically regarding MTSS systems. <ul style="list-style-type: none"> <li>Schoology = \$10/student/year, suggest adding the elementary schools for consistency and transparency and curriculum culmination.</li> </ul>				
Teacher Leader Training in PBL (Project Based Learning) to achieve meaningful real world applications through instructional lessons	Principals register teachers	Summer 2017	Teachers from each school will attend PBL training provided by Magnify Learning	<ul style="list-style-type: none"> <li>Currently for administrators and summer training is planned.</li> </ul>
<b>COST: PBL Training</b> School Visits = \$15,000 <ul style="list-style-type: none"> <li>School based teams need to visit PBL schools/classrooms to experience fully the depth, rigor, and instructional practices that facilitate high levels of student engagement in action.</li> <li>Currently, principals are seeking schools that allow visitors and determining costs for visits to the school and travel.</li> </ul> Magnify Learning (PBL On-site training): <ul style="list-style-type: none"> <li>Expenses covered by Magnify Learning = \$450 With flights</li> <li>If the system/school pays expenses - \$350 (estimate 1 ML facilitator for every 30 participants) + flights + hotel</li> <li>Principals discussed the options and like the ability to train more teachers by bringing teachers in the field to our facilities to train.</li> </ul>				
2. Develop a written curriculum that ensures quality, equitable to all students, is clear, consistent, and includes benchmark assessments (all developed by teachers).				
a) Develop quality Academic Plans (Scope & Sequence)				
Administration defines format and timelines for completion of the work for the 2017-2018 school year.	Principals	May	Written plan developed with all administration defining format and timeline for the 2017-2018 school year.	<ul style="list-style-type: none"> <li>On-going</li> </ul>
Teachers develop local curriculum maps for each area. The maps should include: Unit/Standards, scope and sequence	Teachers	one time per semester	Completed documents collected by administration.	<ul style="list-style-type: none"> <li>On-going</li> <li>CPALMS access and training provided by administration to staff as needed</li> </ul>
Utilize Schoology to culminate instructional materials for blended learning environments.	Principals	Spring 2018	Training in the utilization of the tools embedded in Schoology.	<ul style="list-style-type: none"> <li>On-going</li> </ul>
<b>COST:</b> Standards Based Data Training				

<ul style="list-style-type: none"> <li>Thomas Guskey and Gerry Swan, teacher training (on-site for all grade levels) = \$8-10,000</li> <li>Book Study (multiple possibilities) = \$2,000/school (could share texts, each school could purchase a different text and rotate)</li> </ul>					
Schoology Training <ul style="list-style-type: none"> <li>Training on the Blended Learning capabilities (folders and mastery gradebooks)</li> </ul>					
3. <u>Implement</u> an <b><i>effective</i></b> employee <b><i>evaluation system</i></b> .					
a) Develop minimum expectations for evaluations, walkthroughs, deliberate practices, and instructional practices.					
Develop walkthrough form	Superintendent and Principals	Fall 2016 (in process)	Completed form created and utilized by all principals	<ul style="list-style-type: none"> <li>On-going</li> </ul>	
Develop walkthrough timelines (to meet expectations)	Superintendent and Principals	Fall 2016 (in process)	Validation that number of walkthroughs each semester meets required number.	<ul style="list-style-type: none"> <li>On-going</li> </ul>	
Develop formal evaluation system procedures (based on current policy) and Florida Department of Education expectations.	Superintendent and Principals	By Summer 2017	Written and developed evaluation training designed to present to teacher in the CCCSA by August, 2018 for the 2017-2018 school year.	<ul style="list-style-type: none"> <li>On-going</li> </ul>	
Student Feedback Surveys	School Counselors	Spring 2017	Create surveys to be completed by the students (middle and high school).	<ul style="list-style-type: none"> <li>In-process of design</li> </ul>	
4. Integrate instructional technology to enhance effective instruction, provide real world applications and equity to all student learners in meeting their personal learning needs.					
a) Provide instructional support in blended learning environments					
Teacher training to support balanced implementation of technology to enhance classroom instruction.	Principals and Teacher	Begin now, ongoing	Student and teacher surveys on technology use in the classroom and effectiveness.	<ul style="list-style-type: none"> <li>Google Summit scheduled</li> </ul>	
Utilize Schoology to culminate instructional materials for blended learning environments.	Principals	Spring 2018	Training in the utilization of the tools embedded in Schoology.	<ul style="list-style-type: none"> <li>HS and MS are coordinating on an on-going basis</li> </ul>	

Teacher training in most effective educational tools, add-on, or applications for education advancement of curriculum.	Principals	2016-2017 school year, ongoing	Walkthrough data (evidence of use of technology)	<ul style="list-style-type: none"> <li>• Teacher initiatives to meet professional growth needs</li> <li>• PLCs for sharing (teacher initiated collaboration)</li> </ul>
<b>COST:</b> Development of Digital Citizenship Curriculum = Local level work to be completed by teachers and technology team (possibly HS students), \$5,000 Google Bootcamp (1 day training)= \$250/teacher Google Summit (2 day training) = \$500/teacher				



## PRIORITY GOAL #2: A HEALTHY AND SAFE ENVIRONMENT

**INITIATIVE 2.1:** Provide a healthy environment conducive to teaching and learning.

**Team Members:** Donnie Hopper, Shannon Treece, Steve Dudas, Joe Guller, Marjorie Gaylon

Activities for accomplishing each goal (curriculum, design, data, analysis, professional development, etc)	Responsibility: Who will carry out this work	Timeline: When will this be accomplished?	Measures	Current Status
1. Create system-wide safety procedures for various emergency situations.				
Update evacuation procedures / review other procedures.	Administrators	Nov. 1, 2016	Each school submits evacuation plans to Superintendent.	<ul style="list-style-type: none"> <li>On-going and revising</li> </ul>
Purchase walkie-talkies for all four schools, allowing communication across entire system.	Maintenance Team	Nov. 1, 2016	All schools will have walkie-talkies.	<ul style="list-style-type: none"> <li>Completed</li> </ul>
<b>COST:</b>				
Establish procedures for inclement weather - installation of lightning prediction system.	Superintendent	ASAP	Installation of ThorGuard system.	<ul style="list-style-type: none"> <li>Depends on purchase of system</li> <li>Continue to utilize our current systems on off-site facilities</li> </ul>
Communicate emergency procedures with all staff / students.	Administrators	Preschool, 2016	Agendas from preschool meetings with teachers, and/or faculty meetings.	<ul style="list-style-type: none"> <li>Monthly feedback based on drills conducted and issues addressed</li> </ul>
Set up mock drill with key individuals - fire drills, bomb drills, tornado drills, lockdown drills.	Administrators	Throughout year	Report all drills on Lee County School District web-based portal.	<ul style="list-style-type: none"> <li>All schools are meeting requirements and logging into District system</li> </ul>

COST: \$13,470 - ThorGuard				
Establish effective procedures for completing background screening of visitors.	Administrators	Nov. 1, 2016		<ul style="list-style-type: none"> <li>Adjustments have been made in our process</li> </ul>
Identify process / procedures of who needs to be contacted in emergency situations.	Administrators	Nov. 1, 2016		<ul style="list-style-type: none"> <li>On-going revisions to meet our needs, each time we utilize process we revisit and improve any areas needed.</li> </ul>
Formalize process for student records box in the event of an emergency.	Administrators	Nov. 1, 2016		<ul style="list-style-type: none"> <li>Completed, process at each building for updating as needed due to student</li> </ul>
Addition of a school nurse at high school.	Mrs. Treece	ASAP	Hiring of a nurse for Oasis High.	<ul style="list-style-type: none"> <li>Budget barriers</li> </ul>
COST: \$32,000 - \$50,294 annually - nurse's salary				
2. Identify, develop, and support facility renovations to assure safe, secure school environment.				
Limit access to the elementary and middle schools campuses - breezeway gates.	Administrators	Jan. 1, 2017	Gate installed at Oasis Elementary, Oasis Middle, and Christa McAuliffe.	<ul style="list-style-type: none"> <li>Quotes received</li> </ul>
Security personnel for high school front gate	Mrs. Treece	ASAP	Hiring of security personnel.	<ul style="list-style-type: none"> <li>Budget/Cost Issue</li> <li>Crosswalk Guard is now available to accommodate students safety in crossing the streets</li> </ul>
Conduct monthly safety meetings which address current and long term issues.	Administrators	Monthly	Minutes from school's safety meetings.	<ul style="list-style-type: none"> <li>On-going</li> </ul>

Identify issues to be corrected from yearly inspection.	Administrators	As inspections are conducted.	Final inspection report.	<ul style="list-style-type: none"> <li>On-going</li> </ul>
Security cameras - ensure they are in proper working condition - updates captured in Technology section.	Administrators	Yearly checks		<ul style="list-style-type: none"> <li>On-going concerns with camera's breaking down and some of them are blurry and content recorded is unclear</li> <li>Our plan is to strategically purchase new systems as the old camera's are costing more to repair than potentially the cost of better camera's</li> </ul>
<b>COST:</b> \$20,424.60 - \$30,409.60 annually - security personnel's salary \$ - breezeway gates				
3. Increase school, community, and parent collaborations to promote safe school environments.				
Utilize K-12 alert system to communicate emergency issues to parents.	Administrators			<ul style="list-style-type: none"> <li>On-going work to get parents signed in correctly</li> </ul>
Update school system websites to include communication portal for parents.	Administrators			<ul style="list-style-type: none"> <li>On-going</li> </ul>
Provide information through newsletters and websites.	Administrators			<ul style="list-style-type: none"> <li>On-going</li> </ul>
<b>COST:</b> \$0				

#### PRIORITIES:

1. Security Guard - Oasis High Gate
2. Parent Communication Portal
3. Limited Access to Buildings
4. Inclement Weather Warning System

#### NOW:

- Updated Emergency Plans
- Background Screenings of Parents/Visitors



### PRIORITY GOAL #3: STAKEHOLDER INVOLVEMENT

**INITIATIVE 3.1:** Actively pursue and cultivate parents, community and business partnerships with the City of Cape Coral Municipal Charter School System.

**Team Members:** Jacquelin Collins, Melissa Meehan, John Omundsen

Activities for accomplishing each goal (curriculum, design, data, analysis, professional development, etc)	Responsibility: Who will carry out this work	Timeline: When will this be accomplished?	Measures	Current Status
1. Continue to promote collaboration between business leaders, educators and other stakeholders that support school improvement efforts.				
a) Continue with the Charter School Authority Rally	Foundation Administration	Each school year	Dollar amount of funds raised from RALLY	<ul style="list-style-type: none"> <li>On-going</li> </ul>
b) Provide opportunities for businesses to provide sponsorships for a variety of needs within the system. Foundation should organize as a Stakeholder Committee to recruit and support corporate and deep pocket stakeholders	Foundation	Each school year		<ul style="list-style-type: none"> <li>On-going</li> </ul>
c) School created community events and activities and/or existing community activities in which the schools participate.	Superintendent School Administrators Foundation	Each school year	Fall Festivals Technology Fund Dinner Luau for Life Chamber of Commerce Events Art Gallery Exhibit	<ul style="list-style-type: none"> <li>On-going</li> </ul>
d) Local businesses/community members/company owners/medical specialists./scientists and researchers, etc. integrated into PBL classroom environments for curricular enhancement and application to real world problem solving.	Principals Teachers	Each School Year	Improvement in test scores, Improvements in curriculum alignment between schools admissions into collegiate programs, and/or dual enrollment Preferred job internships	<ul style="list-style-type: none"> <li>On-going</li> <li>Regions bank, Achieva, local emergency responses</li> <li>Internship Program at HS</li> </ul>

e) DonorsChoose.com system wide program (and other available grant programs) that can be used to meet technology requirements and the curricular needs of our system	Teachers Foundation	Current	Schools will inventory confirmed grant products received	<ul style="list-style-type: none"> <li>On-going</li> <li>Over 20,000 in dev have been obtained through utilizing this option</li> </ul>
f) Cape Coral Leadership Association	Principals	Rotate so that each principal has the opportunity to participate	Improved community recognition and relations	<ul style="list-style-type: none"> <li>Yearly participants</li> </ul>

#### COST:

RALLY figures are not available at this time.

Cape Coral Leadership Association \$1200.00/per principal

#### 2. Afford opportunities for parents to participate in activities, training and workshops that promote high-quality education for their children

a) Create system wide "volunteer Opportunity" link on all home pages for school events	Individual school administrations	Monthly	Increased volunteerism in all buildings	
b) Sign-up Genius to be used for system wide events for volunteers	Event Chairpersons	As needed	Increased volunteerism for system wide events	<ul style="list-style-type: none"> <li>Completed (also utilized by PTSO and Boosters at HS)</li> </ul>
c) Implement local school based organizations and committees in which community and parent can participate i.e. Watch D.O.G.S (K - 12), United Way "Reading Pals", K - Kids, S.A.B.E.R.S, etc.	Teachers Parents Organization Chairpersons	On-going	Increased volunteerism in all buildings	<ul style="list-style-type: none"> <li>Completed</li> </ul>
d) Conduct Parent Workshops Google Docs Schoology Updates Curriculum nights Financial Aid	Teachers/staff Administrator	On-going As needed	Increased parental participation	<ul style="list-style-type: none"> <li>On-going</li> </ul>

#### 3. Increase school, community and parent collaborations to promote safe school environments



K - 12 Alerts to be used as official site to communicate with parents and community (as necessary)	Superintendent Administrators	On-going		<ul style="list-style-type: none"> <li>Encouraging parents to continue to sign-up in system</li> </ul>
Full implementation of K.I.D.S. data base system between schools	Information Specialists I.T. Teachers/staff	2017-2018		<ul style="list-style-type: none"> <li>Program still in progress of being designed</li> </ul>
Unified Platform across system	Administration	2017 - 2018	Increased communication between parents/academic plans/grading	<ul style="list-style-type: none"> <li>Continued work to create a seamless system</li> </ul>
Superintendent to develop a list of families and their professions to help support classroom and system wide needs. Publicize this list to help support families and their businesses.	Superintendent	2017 - 2018		<ul style="list-style-type: none"> <li>Add data to beginning of year forms for input into database</li> </ul>
<b>COST:</b> \$2,500.00/per school approximately for Schoology				

## PRIORITY GOAL #4: DATA ANALYSIS

**INITIATIVE 4.1:** Develop a K-12 grade data collection system where staff will collect, analyze, and apply data to improve student learning and school performance.

**Team Members:** Keith Graham, Shannon George, Charlene Long, John Omundsen, Alison Kinch, Dana Gibbs, Kristen Totten, Deanna Brock, and Odette Boyer.

Activities for accomplishing each goal (curriculum, design, data, analysis, professional development, etc)	Responsibility: Who will carry out this work	Timeline: When will this be accomplished?	Measures	Current Status
1. Establish a clearly defined and comprehensive student assessment system K-12 that will gauge student progress and drive instruction.				
Common Assessments: <b>STAR360</b>	Lee County contacts, Superintendent, Site based Admin. Team	Start of 2017/2018. Math initiatives immediately followed by Reading.	School grades, Achievement Levels, and Student Growth scores, and Individual Student Scale Scores	<ul style="list-style-type: none"> <li>Obtaining quotes in preparation for implementation next year.</li> </ul>
Current student assessment data loaded into performance matters	Lee County contacts, building admin. requests	2017/2018 School Year	Teacher access to individual student assessment data to drive individual student instruction.	
Utilize the dynamic reporting available within <b>Performance Matters</b> (Unify)	School-based Admin.	Start disseminating immediately to teachers for individual student performance goals.	<ul style="list-style-type: none"> <li>Teacher access to individual student assessment data to drive individual student instruction.</li> <li>Individual scale scores leading to improved performance.</li> </ul>	<ul style="list-style-type: none"> <li>Training by Chrissy Stout for administration</li> </ul>
Cost of Performance Matters =District pays. Continue to obtain cost associated with STAR 360 for all schools as the comprehensive student assessment system that will gauge student progress and drive instruction. Investigate Lee	Superintendents Stephenson and Atkins	ASAP		

County in absorbing cost. (Atkins and Stephenson)				
2. Training for all staff in the interpretation and use of data.				
Attend district trainings via Peoplesoft for Performance Matters On-site on-going training to assist teachers for best practices and interpretation of data.	Lee County contacts, Superintendent, Site based Admin. Team	By start of 2017/2018 school year.	Teachers utilize data to assist and verify student grow. Key staff to be trained via PeopleSoft to be train the trainers.	<ul style="list-style-type: none"> <li>On-going</li> </ul>
To create individualized learning plans via the school-based LMS to improve student performance.	Site based Admin. Team and teachers	Based on common assessment decisions.	Identification of student needs/strengths to assist in their academic plans.	<ul style="list-style-type: none"> <li>Schoology is being implemented in the middle and high school</li> <li>Reflex</li> </ul>
Cost: Substitute Pay at daily rate.				



**PRIORITY GOAL #5: Enhance Financial Stability**

**INITIATIVE 5.1:** Establish a budget Committee of all Four school principals, superintendent, business manager and financial team to develop an annual budget process and regular financial status updates.

**Team Members:** Elisa Collins - Assistant Principal Oasis Middle School

- Amy Picciolo
- Susan Taylor
- Danielle Jensen
- Tammy Traiger
- Mary Ann Moniz
- Robert Zivkovic
- Penny Faulkner

Activities for accomplishing each goal (curriculum, design, data, analysis, professional development, etc)	Responsibility: Who will carry out this work	Timeline: When will this be accomplished?	Measures	Current Status
1. Establish and Implement a 3 year budget to better project into the future what our needs will be.				
a) As our budget is incorporated into the City of Cape Coral budget we need to create a 3 year budget and post said budget to our webpages.				
Weekly budget reports to principals. Create a budget team comprised of administration from all four schools, superintendent, business manager and financial manager	Mary Ann Moniz	This fiscal year	Budget will, be posted to website and parents will be made aware that this is available for the public to be aware of.	
COST:				
Budget meeting off site cost of rental facility Food for participants				Mrs. Arthur will do this in Fall of each year.

2. Implement a cost saving initiative in each school. Team S.A.V.E.

- a) Create a challenge at each school to identify one area where with team work and possible alternative sources each school could cut \$5,000. from their budget.

Bookkeeper and others will look over the individual school expenses for areas where we could cut back without sacrificing quality of education IE copies/ copy paper.	staff/admin of each school.			<ul style="list-style-type: none"> <li>Classroom printers not being replaced (use of copy machines due to a much cheaper cost per copy, eliminates purchasing toner and waste).</li> <li>Parent notifications are electronically sent (schoolology, K12, and other tools).</li> </ul>
System wide cost awareness for teachers, staff, admin, etc. Instead of talking to teachers about cutting resources. Talk to them about being aware of where our dollars are going in an attempt to get them to partner with us on areas where waste can be identified.	principals/staff of each school	ASAP		<ul style="list-style-type: none"> <li>Staff meetings</li> <li>Communication with individuals as needed</li> <li>DonorsChoose.org</li> </ul>
Plan paper drives at each school to cut down on the cost associated with making copies	PTO/Admin	As soon as possible		<ul style="list-style-type: none"> <li>Donations from parents</li> </ul>
Develop a policy for field trip fees, per student for all trips using our school buses.	Admin in each school	ASAP		<ul style="list-style-type: none"> <li>On-going adjustments as needed</li> </ul>
<ul style="list-style-type: none"> <li>Transportation route efficiency- Currently we drive all the way out to NE Cape to pick up kids. Should we be doing this?</li> <li>Transportation policy (how far do we bus?) *3 communities</li> </ul>	Admin and Transportation	ASAP		
Asset List needs to be drawn up with the help of the maintenance and purchase and procurement teams		ASAP		

## PRIORITY GOAL #6: Effective Management of Capital Assets

**INITIATIVE 6.1** Develop an annual assets improvement and maintenance plan to improve or maintain current infrastructure to position the Charter Schools to meet the future needs of the community.

**Team Members:** Kevin Brown, Danielle Jensen, Paul Pescatrice, Steve Dudas, Vic Rachoza, Shaun McDuffie

Activities for accomplishing each goal (curriculum, design, data, analysis, professional development, etc)	Responsibility: Who will carry out this work	Timeline: When will this be accomplished?	Measures	Current Status
1. Develop a three year plan for capital and maintenance needs.				
A. Continue Capital Assets strategic planning sessions with follow updates B. Budget workshop for Governing Board Authority C. Hold regular meetings with Administration Team.	Superintendent, Budget Manager, Administration Team	Annual  Annual Ongoing	Capital Plan	<ul style="list-style-type: none"> <li>On-going</li> </ul>
<b>COST:</b> <u>Capital Assets 2016-2020</u>				
2. Work with Budget Committee to prioritize funding				
A. Utilize Budget Committee B. Monitor progress	Superintendent, Administrative Team	October, 2017	Formation of Budget Committee	<ul style="list-style-type: none"> <li>On-going monthly</li> </ul>
<b>COST:</b> \$0.00				
3. Assure that implementation plans related to infrastructure and operations support the system				
A. Hold regular meetings with Administration Team	Superintendent,, Budget Manager, Administration Team	Ongoing	Capital Plan Review	<ul style="list-style-type: none"> <li>On-going</li> </ul>
<b>COST:</b> \$0.00				



## PRIORITY GOAL #7: Technology

**INITIATIVE 1.1:** Provide teachers and students technology resources to leverage higher order thinking activities around the teaching and learning process.

**Team Members:** Christopher Fennell, Adam Prawitz, Matthew Laubhan, Steve Beuerle, Rick Theriault, Tony Iannacone, Steve Cole, William Buztrey

Activities for accomplishing each goal (curriculum, design, data, analysis, professional development, etc)	Responsibility : Who will carry out this work	Timeline: When will this be accomplished?	Measures	Current Status
1. Complete needs analysis				
a) Available technology: Complete or update current technology inventory	IT	Spring 2017	Each school will provide an updated inventory to the superintendent.	<ul style="list-style-type: none"><li>• On-going</li><li>• Lee County does a check once per year and that is in process</li></ul>
b) Student data: Collect and analyze student data and determine academic proficiencies. Create priority goals for each school.	Administration	October 2016	School improvement plans (SIP), Florida Standards Assessment (FSA), other standardized assessments, and other data deemed fit to evaluate student success.	<ul style="list-style-type: none"><li>• On-going</li><li>• FSA is Spring</li></ul>
c) Current uses of technology: Develop a technology stages of concern survey or Concern Based Adoption Model (CBAM) survey. This will evaluate the perspective of instructional staff being asked to implement more technology.	Technology committee/ instructional staff	October 2016	Instructional staff will complete survey. Data collected from CBAM survey will be evaluated by technology committee.	<ul style="list-style-type: none"><li>• Completed</li></ul>
d) 21st Century Practices Survey: Determine where instructional staff is on the spectrum of 21st century skills integration. Use that information to prepare for future 21st century skills in the classroom.	Technology committee/ instructional staff	October 2016	Use MILE Guide to survey instructional staff. Data collected from MILE Guide will be evaluated by technology committee.	<ul style="list-style-type: none"><li>• In progress</li></ul>

**COST: n/a**

## 2. Prioritize needs

a) Develop professional development plan: Use the needs analysis data to help focus instructional development need pertaining to technology. Determine where the instructional staff falls among the stages of adoption spectrum.

Strategic Plan  
Goal 1 and 8  
Teams/  
Administration/  
technology  
committee

2017-2018

Plan submitted to  
superintendent for approval.

- Google Summit

## 3. Addressing needs

a) Implement professional development plan

Strategic Plan  
Goal 1 and  
Goal 8 Teams/  
Administration/  
technology  
committee

Summer 2017  
and ongoing

Instructors will complete survey  
upon completion of  
professional development  
activities. Differentiation of  
professional development to  
support instructional needs.

- On-going

b) Funding: Collect all funding resources to support technology initiative. Develop a plan for sustainable funding of technology

Strategic Plan  
Goal Goal 5  
Team/  
Administration/  
technology  
committee

December 2016

Plan submitted to  
superintendent for approval.

- On-going through  
budget process

c) Identifying leaders: Instructional staff that will support the technology initiative. This includes additional professional development and supporting staff through professional development and daily tasks.

Administration

December 2016

Each school will identify  
leaders.

- Completed

**Cost: n/a**

## 4. Implementation

a) Pricing options: Determine what hardware and software will be purchased and prioritize purchasing based on budget and collected funds.

Superintendent  
/ Administration

January 2017

Based on budget and funding  
collected.

- On-going with purchase  
of computers

<b>Cost:</b> Final costs will be determined based on step 2.					
<b>5. Evaluation/Institutionalization</b>					
a) Future budgeting: Evaluate and adjust the sustainable technology action plan. To be continually maintained and supported.	Superintendent / Administration/ Technology committee	3 year budget	Repeat process from step 1. Evaluate results and determine needs.	• On-going	
b) Professional development: Continual and ongoing	Strategic Plan Goal 1 and Goal 8 Teams/ Administration/ technology committee	Ongoing	Instructors will complete survey upon completion of professional development activities. Differentiation of professional development to support instructional needs.	• On-going	
<b>COST:</b> Professional development cost included in step 2					

**Priority:**

1. Infrastructure: Meraki access points
  - a. Lease option \$29,666.79/year for 5 years with \$1 buyout at end of lease
  - b. Purchase \$150,000 all at once.
2. Chromebook for every student (including charging cart or cases, monitoring software)
  - a. Lease: Pricing varies depending on what we want included. At least \$100 per device per year.
  - b. Purchase: Base price for purchase \$1,117,450
3. Computers for teachers (including all software)- \$145,668
4. Other high priority hardware needs \$400,035
5. Medium priority hardware needs \$485,320
6. Low priority hardware needs \$190,245

**Now:**

1. Professional development plan- need to determine plan and know how much to budget. Cost up to \$200,000.

*2/2/2020*

**PRIORITY GOAL #8: HIGHLY QUALIFIED STAFF AND PROFESSIONAL DEVELOPMENT****INITIATIVE 8.1: Recruit, develop and maintain highly qualified staff.****Team Members: Amanda Sanford, Charlene Long, Vicki McAtee**

Activities for accomplishing each goal (curriculum, design, data, analysis, professional development, etc)	Responsibility: Who will carry out this work	Timeline: When will this be accomplished?	Measures	Current Status
1. Advertise employment opportunities in multiple listings to reach the broadest range of potential candidates.				
a) Improve job advertisements to attract applicants and improve accessibility to postings; broaden our reach				
City of Cape Coral Website	HR Manager	May 2017	Number of qualified applicants	<ul style="list-style-type: none"><li>Completed</li></ul>
Teachers-Teachers and/or other outside publications	HR Manager	May 2017	Number of qualified applicants	<ul style="list-style-type: none"><li>Completed</li></ul>
<b>COST:</b> Estimated \$2000				
Charter School Authority Website	HR Manager	May 2017	Number of qualified applicants	
Improve relationships with career departments at the local colleges	HR Manager	May 2017	Number of qualified applicants	<ul style="list-style-type: none"><li>Specifically with FSW, interns and communication</li></ul>
2. Improve application and hiring procedures. Decrease processing time of hires.				
Specify minimum qualification and application requirements on the job posting through the job description. Change the verbiage to reflect these desired job specifications. Create specific supplemental questions to narrow the pool.	Principal	May 2017 / Ongoing	NEOGOV Data	<ul style="list-style-type: none"><li>On-going and still working to improve</li></ul>

Improve system based process once application is received. HR Manager confirm applicants and notifies applicant with included position/school specific procedures. School principals or designee is then notified of application confirmation.	HR Manager	May 2017 / Ongoing	NEOGOV Data	<ul style="list-style-type: none"> <li>On-going and still working to improve</li> </ul>
School reviews applications and selects those to be interviewed within 5 days of closing. Non-interviewed applicants are notified. HR Manager is notified of those interviewed, not interviewed, and any decisions made through NEOGOV. Notify all interviewees once decision is made.	Principal / Designee	Immediate	NEOGOV Data	<ul style="list-style-type: none"> <li>On-going and still working to improve</li> </ul>
Establish a checklist for principal/designee and applicant to ensure that each step of the process is being completed.	HR Manager	May 2017	Improved hiring	<ul style="list-style-type: none"> <li>On-going and still working to improve</li> </ul>
Interview questions are created from a system-wide question bank and all completed original interviews are submitted to HR Manager.	Principal / Designee	May 2017	Question Bank	<ul style="list-style-type: none"> <li>On-going and still working to improve</li> </ul>
Improve processing time for employment. <ul style="list-style-type: none"> <li>Address Letter of Engagement</li> <li>Salary Scale and contract verbiage</li> <li>Add-pays</li> <li>Benefits (Clarify choices and start date of coverage)</li> <li>Experience Verification</li> </ul>	Superintendent / HR Manager / Financial Manager	August 2017	Increase in hiring highly qualified employees	<ul style="list-style-type: none"> <li>On-going</li> </ul>
Improve the Human Resources Department by making HR Manager full-time site based. In addition hire a part-time assistant for monitoring and processing procedures. Or re-delegate duties to other personnel to improve proficiency.	Superintendent	Immediate	Improved hiring and retention	<ul style="list-style-type: none"> <li>Budget concerns</li> </ul>
<b>COST:</b> Part-time HR Assistant; Salary:				
3. Retention				
a) Increase the retention of highly-qualified employees				
Provide a New Teacher Orientation prior to the pre-school week that introduces them to the system as a whole and individual school procedures.	Principals	August 2017	Staff Retention Data / Survey	<ul style="list-style-type: none"> <li>On-going</li> </ul>



System-wide induction program (APPLES). To ensure that all new employees complete the induction program within their first year of employment.	Assistant Principals	August - May each school year	Program Completion / Survey	<ul style="list-style-type: none"> <li>On-going (much improved this year for consistency)</li> </ul>
Increase the number of clinically certified educators within the system to provide effective mentorship and internship possibilities.	Principals	May 2017	Program Completion and Number of qualified mentors	<ul style="list-style-type: none"> <li>On-going</li> </ul>
Provide a clear understanding of employee compensation <ul style="list-style-type: none"> <li>Clarification of paychecks</li> <li>Add-pays (Degrees, Supplemental positions)</li> <li>Summer pay</li> <li>Benefits (Medical, etc.)</li> </ul>	HR Manager	Upon hire / contract	Staff Retention Data / Survey	<ul style="list-style-type: none"> <li>On-going</li> </ul>
Contracts (timely renewal; include annualized hourly rate); Improve communication of contract salary and add pays for upcoming year.	HR Manager	April 2017	Staff Retention Data / Survey	<ul style="list-style-type: none"> <li>Due to timing of budget and time of approved salary increases this does not allow for the goal to be achieved. Principals understand and are moving forward.</li> </ul>
Professional Development - effective training to assist all employees to become highly qualified.	Principals / Superintendent	Ongoing	Participation Rate / School Performance Assessment Data	<ul style="list-style-type: none"> <li>Principals have worked to become consistent in a system focus on PD and opportunities</li> </ul>
COST: Professional Development via system or school \$ / year				

<b>Certification Monitoring and Assistance</b> <ul style="list-style-type: none"> <li>• Highly qualified status</li> <li>• Correct Certifications</li> <li>• ESOL</li> <li>• ESE</li> <li>• Instructor Temporary to Professional Certification</li> <li>• Certification Renewal</li> <li>• Fingerprints (Every 5 years)</li> <li>• Inservice Points / Higher Education Courses</li> <li>• Understand process between District and State</li> <li>• Establish a program that employees can utilize to verify completion and increase accountability.</li> </ul>	HR Manager & Assistant / Assistant Principals / Site Inservice Representative	Ongoing	Staff Retention Data  Highly Qualified Staff	<ul style="list-style-type: none"> <li>• Principals, Asst. Principals and Vicki are coordinating efforts to improve the process.</li> </ul>
Bring consistency to employee calendars; paid days and holidays (specific number of contracted days for particular positions; administration, instructors, maintenance, custodians, etc.)	HR Manager / Superintendent	July 2018	Staff Retention Data	<ul style="list-style-type: none"> <li>• On-going and still working to improve</li> </ul>
Provide a better evaluation system for employee professional growth. Ongoing clarity and feedback to employees. Efficient use of action plan procedures for employee improvement. All formal evaluations are submitted to HR for employee files.	Principal / Designee	May 2017 / Ongoing	Increase the number of highly qualified staff  Staff Retention Data	<ul style="list-style-type: none"> <li>• On-going and still working to improve</li> </ul>
Employee incentives <ul style="list-style-type: none"> <li>• Length of service</li> <li>• Awards and recognition</li> </ul>	Superintendent / Principals	Ongoing	Staff Retention Data	<ul style="list-style-type: none"> <li>• On-going and still working to improve</li> </ul>
<b>4. Non-returning Employees and Termination</b>				
<b>a) Better understand employee turnover and improve procedures</b>				
Upon notice of resignation/termination, administrators and HR conduct an exit interview or provide an exit survey to determine the main reason(s). Purpose is to seek system improvement.	Principal / HR Manager	April 2017 / use upon receipt	Staff Retention Data / Survey	<ul style="list-style-type: none"> <li>• On-going and still working to improve</li> </ul>
Notify HR by providing a change notice; HR will notify employee of paycheck procedures, benefits/COBRA, the employee separation notice, and obtain keys, swipe card, etc. upon employee's last day.	Principal / HR Manager	April 2017 / use upon receipt	Staff Retention Data / Survey	<ul style="list-style-type: none"> <li>• On-going and still working to improve</li> </ul>

As of survey week October 2016 **total bus riders....1686**

**OES**

**336** total bus riders

24 bus riders live 1-2 miles from school

Of the 292 students that live 2-4 miles from school, 163 rode the bus

149 bus riders live more than 4 miles from school

The furthest address is 14.9 miles from school

**CME**

**454** total bus riders

13 bus riders live 1-2 miles from school

Of the 173 students that live 2-4 miles from school, 59 rode the bus

382 bus riders live more than 4 miles from school

The furthest address from school 12.9 miles

**OMS**

**593** total bus riders

20 bus riders live 1-2 miles from school

Of the 214 students that live 2-4 miles from school, 173 rode the bus

400 bus riders live more than 4 miles from school

The furthest address from school is 14.3 miles

**OHS**

**303** total bus riders

Of the 187 students that live 2-4 miles from school, 127 rode the bus

176 bus riders live more than 4 miles from school

The furthest address from school is 14.9 miles

# 12 C

**Summary of Proposed Superintendent Agreement for Nelson Stephenson.**

**Odette Boyer**

## **SUMMARY OF PROPOSED SUPERINTENDENT AGREEMENT FOR NELSON STEPHENSON**

- 2-year contract (July 1, 2017 – June 30, 2019)
- Annual salary - \$125,000
- Retention payment of \$5,350 in current contract is eliminated in proposed contract
- 2 evaluations a year (by December 1<sup>st</sup> and in May 2018 – eligible for a salary increase of up to 5% at the May evaluation only)
- An automatic 2% increase if Board fails to perform evaluation by June 2018
- Benefits the same as those provided to City employees (current contract requires Authority to pay dental and vision)
- Leave
  - Can carry over up to 90 days from current contract and also through proposed contract (does not include vacation and professional leave)
  - Earned at a rate of 25 days annually credited in advance (no change from current contract)
  - 10 days of vacation to be taken in June or July (no change from current contract)
  - 10 days of professional leave annually (no change from current contract)
- Cell Phone Stipend of \$80.00 per month
- Penalty for Authority not providing notice of non-renewal to the Superintendent at least 90 days prior to the expiration of the Agreement is increased from \$1,000 to \$10,000. A provision was added in the proposed Agreement that this penalty would not be applicable if good faith negotiations were commenced between the Authority and Superintendent towards retention of renewal of Superintendent's employment prior to the required 90 day notice period. Notice of non-renewal is being revised to refer to a Notice of Intention to Retain.
- Penalty for Superintendent not providing notice 90 days prior to his date of resignation is a payment of an amount equal to 90 days of his annual salary
- All other substantive terms of Agreement remain the same

## **SUPERINTENDENT EMPLOYMENT AGREEMENT**

This EMPLOYMENT AGREEMENT is made this \_\_\_\_ day of February, 2017 by and between the Cape Coral Charter School Authority, a public body corporate and politic in the City of Cape Coral, Lee County, Florida, (hereinafter "Authority"), and Frankie Nelson Stephenson (hereinafter "Superintendent").

Witnesseth:

WHEREAS, the Authority operates and manages, on behalf of the City of Cape Coral, any and all municipal charter schools for which a charter is held by the City of Cape Coral; and

WHEREAS, the Authority is currently operating a municipal charter school system and is charged with the responsibility of implementing the charter school contracts (hereinafter the "Charter") that have been entered into between the City of Cape Coral and the Lee County School District, and

WHEREAS, Superintendent is currently employed by the Authority and is an individual who has significant education, training, and experience in charter school administration and is currently employed by the Authority in the, and

WHEREAS, the Authority and Superintendent agree that entering into this Employment Agreement is for the mutual benefit of both parties and furthers the goal of the City of Cape Coral to meet the academic needs of the children and young people of the community through charter schools that provide opportunities for academic success and personal development in a challenging, safe, and nurturing environment that also instills a desire for lifelong learning and growth.

NOW, THEREFORE, be it mutually agreed between the Authority and Superintendent as follows:

### **SECTION 1: TERM**

The term of this Agreement shall commence on July 1, 2017 and terminate on June 30, 2019.

### **SECTION 2: DUTIES**

Superintendent shall be employed by the Authority as Charter School Superintendent (Superintendent). Superintendent shall devote his full time and attention to performing the functions and duties of Superintendent, pursuant to the Charter and Chapter 26 of the City of Cape Coral Code of Ordinances, as same may hereafter be amended, as well as the duties set forth in Exhibit "A" which is attached hereto and incorporated herein. Superintendent shall comply with and abide by all rules and regulations promulgated by Authority and all pertinent statutes, ordinances, rules, and regulations of the State of Florida and the City of Cape Coral. The Authority shall have the power to determine the standard of performance to be maintained by the

Superintendent. For purposes of this Agreement, the term "Superintendent" shall mean the person in charge of directing and operating the City of Cape Coral Municipal Charter Schools directly under the direction and control of the Charter School Board Authority (hereinafter "Board"). The duties of the Superintendent may be changed or modified at any time by the mutual agreement of the Authority and Superintendent. The Superintendent shall not be required to live in the City of Cape Coral.

### **SECTION 3: COMPENSATION**

In consideration of the services rendered under this Agreement, Superintendent shall receive an annual salary of one hundred twenty-five thousand dollars (\$125,000) commencing on the first day of the effective date of this contract and payable in bi-weekly installments.

### **SECTION 4: EVALUATION**

The Board and Superintendent may jointly establish measurable goals, objectives, evaluation criteria, standards and procedures that may be used for measuring Superintendent's performance under this Agreement. The Board at any regular or special meeting shall advise the Superintendent of its desire to establish evaluation criteria and standards. If thirty days after such action is taken by the Board, the Superintendent and Board have not reached an agreement on the evaluation criteria, standards, and other components of the evaluation, the Board may unilaterally develop its own goals, objectives, criteria, and standards to be used in any evaluation. The Board may extend the times established herein at its discretion for good cause shown.

By December 1st of each year during the duration of this Agreement, the Superintendent will be evaluated by the Authority Board based on measures determined and promulgated pursuant to this Section. At this evaluation Superintendent will not be eligible to receive any salary increase or other payment.

At the May 2018 board meeting the Authority shall evaluate the Superintendent based on criteria determined and promulgated by this Section and the Board, in its sole discretion may consider an increase in his compensation in an amount not to exceed five (5) percent of his base salary based on performance and available budgeted funds. Failure by the Board to evaluate the Superintendent by June 30, 2018 will automatically grant the Superintendent a two (2) percent base salary increase. Superintendent will not receive any salary increase or bonus if he resigns or is terminated prior to his scheduled evaluation.

### **SECTION 5: BENEFITS**

The Charter School Authority shall pay the employer's share of any Florida Retirement System (FRS) option for which Superintendent qualifies. Initially Superintendent shall be enrolled in the regular class of the FRS; however, upon mutual agreement of the Authority and Superintendent, he may be enrolled in a different class of FRS option without this Agreement having to be amended. Superintendent will pay any statutorily required contribution for his participation in the FRS. Authority will provide at no cost to Superintendent medical insurance for any of the available plan(s) offered to charter school employees, or for any successor or replacement plan(s) during the term of this Agreement. In addition, and although the Superintendent is not a city employee, for himself only, Authority will provide and pay for life insurance, accidental

death and dismemberment insurance, and long term disability under such terms and conditions as these benefits are provided to full-time employees of the City of Cape Coral, as such plans may be amended from time to time. At his own expense Superintendent may select and participate in the Authority's dental insurance, vision insurance, supplemental life insurance, deferred compensation and other benefits to the same extent and in the same manner as full-time employees of the City of Cape Coral, as such plans may be amended from time to time. Details of the above benefits are on file with the Authority and may be reviewed by Superintendent.

## **SECTION 6: LEAVE**

Upon the execution of this Agreement continuing his employment with the Authority, the Superintendent is entitled to carry over up to a maximum of ninety (90) days of accumulated leave that he earned under his prior contract. Superintendent shall earn leave time at a rate of twenty-five (25) days annually credited in advance on July 1<sup>st</sup> of each year during this Agreement. This accrued leave may be used by the Superintendent at any time provided approval pursuant to this section is received. Superintendent can carry over up to a maximum ninety (90) days of accrued leave not used by June 30, 2018. In no event shall Superintendent's accrued leave be more than ninety (90) days as of July 1, 2018. Once ninety (90) days of total leave are accrued by Superintendent, he shall accrue no further leave until his leave accumulation falls below ninety (90) days. For record keeping and pay roll purposes, each leave day shall be deemed equivalent to eight hours and leave may be taken in amounts of less than one day and converted into hours. Upon the termination of this contract or the Superintendent's leaving the employ of the Authority, Superintendent will be paid for any unused leave time at his then current rate of pay. Superintendent shall also be eligible to receive up to ten (10) days of vacation leave that must be taken during June or July at a time when the operational requirements of the charter school system do not require the presence of the Superintendent. This vacation leave will not be deducted from other accumulated leave, will be on a use or lose basis, will not be carried over if not used, and Superintendent will not be paid for any vacation leave days upon termination or resignation. In addition, Superintendent shall be entitled up to ten (10) days each school year of additional professional leave in order to participate in outside educational activities that enhance Superintendent's educational knowledge that would benefit the charter school system. Such leave shall not unduly disrupt the charter school system. This professional leave will not be deducted from other accumulated leave, will be on a use or lose basis, and Superintendent will not be paid any professional days upon termination or resignation. Authority chair, or in the absence of the chair, the vice-chair, is required to approve Superintendent's request for any leave. Superintendent may be denied leave because of operational requirements of the Municipal Charter schools or the Authority. The leave accumulation established in this Agreement may only be changed during the term of this Agreement by mutual consent of the parties to this agreement; except that Authority may change the leave accumulation rate in this Agreement at any time there is a substantial change in the number of hours or days Superintendent is required to work during a school year.

## **SECTION 7: GENERAL BUSINESS EXPENSES**

The Authority may approve payment of or reimbursement to Superintendent for the following:

1. Reasonable professional dues and subscriptions;



2. Reasonable educational expenses incurred to maintain or improve Superintendent's professional skills as well as expenses for travel, room, and meals for attending professional conferences, workshops, conventions, and seminars; and

3. Other expenses that may from time to time be approved by the Authority in its sole discretion that may include, but not be limited to, reasonable membership fees and/or dues to enable the Superintendent to become an active member in local civic clubs or organizations.

Superintendent's expenses shall not exceed the amount approved by the Authority in its annual budget.

The Authority shall provide Superintendent with a computer, software, fax/modem, and cell phone allowance of \$80.00 per month for Superintendent to perform his job and to maintain communication. The Authority may pay for additional expenses incurred above and beyond any cell phone allowance provided such expenses are related to the performance of Superintendent's duties as established under this Agreement. Within five (5) days after termination of employment, whether voluntary or involuntary, Superintendent shall return to Authority or its designee all equipment or items in the possession of former Superintendent that are the property of Authority. For any equipment or items not returned to Authority, Superintendent hereby authorizes Authority to withhold from any funds due Superintendent upon termination the replacement cost for any equipment or items not returned within the five (5) day period.

## **SECTION 8: QUALIFICATIONS FOR POSITION**

Superintendent must possess a current, valid Florida certificate in educational leadership at all times to serve as Superintendent. This Agreement is conditioned on Superintendent being legally qualified to hold the position(s) for which Superintendent is employed in the State of Florida by possessing, if required by law or the Authority, the necessary valid Florida certification(s) required for such position(s). Superintendent shall be required to submit to a background investigation, a drug screening test, finger printed and, if the Authority deems it necessary, a physical examination. Failure to pass the background investigation will result in Superintendent not being hired, or if hired, being immediately terminated for breach of this Agreement. If Superintendent's certificate(s), indicia, or authorization is under revocation or suspension; or there are pending disciplinary actions or investigations against Superintendent in Florida or any other jurisdiction that Superintendent is or should be aware of; or there is disciplinary action pending or likely to be filed because of conduct or actions by Superintendent than Superintendent shall be deemed to have failed the background investigation. Superintendent shall report whether any teaching or other educational certificate ever held by Superintendent was ever suspended or revoked in any jurisdiction. Superintendent is under an affirmative duty and obligation to report to the Authority any suspension or revocation of his teaching or other educational certificate, any investigation of Superintendent by any authority, or any act committed by Superintendent that could lead to disciplinary action against Superintendent or that would adversely reflect on Superintendent's ability to continue serving the Authority.

## **SECTION 9: DISQUALIFICATION**

Failure to possess a valid Florida certificate, if required, for the position(s) for which

Superintendent is employed or to disclose information at any time during the term of this Agreement which would disqualify Superintendent for the position(s) for which Superintendent is employed will cause immediate termination of this Agreement by the Authority.

#### **SECTION 10: TRAINING**

Authority shall have the right to require Superintendent's attendance at various training seminars, meetings, or conferences for the purposes of professional advancement. These training sessions or meetings may be held on or off the school site. Failure to attend required training or meetings will be grounds for termination of this Agreement by the Authority. The time used by Superintendent pursuant to this section shall not be deducted from any leave time Superintendent has accrued pursuant to section 6 of this Agreement.

#### **SECTION 11: TERMINATION**

Superintendent has no property rights or other rights in his continued employment except as provided herein, and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Authority to terminate this Agreement with or without cause at any time. Examples of acts by the Superintendent that will constitute grounds for the Authority to immediately terminate Superintendent "for cause" under this Agreement include, but are not limited to: Conviction of a felony crime; conviction of a crime of moral turpitude such as an act of fraud or other crime involving dishonesty; violation of the Authority's Drug Free Workplace policy as it may be amended from time to time; failure to give notice pursuant to section 8 of this Agreement; or breach of any provision of this Agreement.

In the event of termination for cause, Authority shall have no obligation to Superintendent for any salary, severance, or other compensation, or any other form of benefits under this Agreement except for: (a) compensation earned prior to the effective date of termination, (b) vested benefits Superintendent has accrued under any retirement or deferred compensation plan sponsored by Authority, or (c) other benefits mandated under state or federal law for departed employees (such as COBRA health benefits). Also, in the case of termination for cause, Authority shall reimburse Superintendent for all appropriately documented expenses incurred by Superintendent before the termination date that are otherwise reimbursable to Superintendent under this Agreement. In the event of termination without cause by the Board, Superintendent shall receive a payment equal to four (4) months of his salary. This payment upon termination shall not include any other benefit or payment under this Agreement. In exchange for the severance, Superintendent waives any rights available pertaining to such termination.

#### **SECTION 12: RETENTION/RESIGNATION OF EMPLOYMENT**

If Authority elects not to extend Superintendent's employment beyond the term of this Agreement, Authority shall provide Superintendent written notice by April 1, 2019 to be sent to the address for Superintendent listed in this Agreement, as it may be changed from time to time. If Authority desires to extend Superintendent's employment, it shall provide Superintendent with a Notice of Intention to Retain by April 1, 2019 and shall commence good faith contract negotiations for Superintendent's future employment by the Authority. If Authority fails to provide any of the aforesaid notices prior to May 1, 2019, Authority shall make a one-time payment of \$10,000 to Superintendent. There shall be no payment to the Superintendent by the

Authority if negotiations for further employment of the Superintendent are not successful. If Authority provides Superintendent notice not to extend his employment, Authority may, at its sole discretion place Superintendent on paid leave with duties to be determined by Authority while Superintendent is on paid leave.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Superintendent to resign at any time from his position provided, however, that Superintendent shall give the Authority written notice at least ninety (90) days prior to the effective date of such resignation. If Superintendent resigns without giving the authority written notice at least ninety (90) days prior to the expiration of this Agreement, Superintendent agrees to pay the Authority an amount equal to ninety (90) days of his annual salary. Superintendent agrees that Authority may deduct from any compensation or moneys owed to him the amount owed by Superintendent to the Authority. Further, Superintendent agrees that if the amount of his obligation exceeds the compensation and moneys due and owing to him, that Authority has the right to sue Superintendent personally to recover any difference and that, if the Authority prevails, Superintendent will be liable for all of the Authority's costs of collection, including reasonable attorney's fees. Authority may, at its sole discretion, shorten the time of notice and may allow Superintendent to terminate his position earlier without any payment to the Authority.

Nothing in this Agreement provides for an automatic renewal of this Agreement for failure of either party to give notice required under this section. Any extension of Superintendent's employment shall require a new Agreement.

### **SECTION 13: HOURS OF WORK**

Superintendent is expected to be present at his assigned school or work station each and every scheduled work day during the term of this Agreement unless he schedules leave, if available, takes unscheduled leave for illness, is on a holiday recognized by Authority, or his absence is otherwise approved by Authority. The parties acknowledge and agree that Superintendent must, without additional compensation, devote additional time outside of the normal work day to properly perform his assigned duties.

### **SECTION 14: OUTSIDE ACTIVITIES**

Superintendent shall devote his full attention and effort to the position and shall perform the duties and functions assigned to him in a professional manner. Superintendent agrees that at all times during the term of this Agreement, he will place the best interests of the Authority above any interest he might have in any other enterprise. Other than those benefits contained herein, Superintendent agrees that he will not attempt to gain any advantage or benefit for himself, any business enterprise with which he may be associated, or any other party as a result of his employment under this Agreement. Superintendent is expected to devote his full time and attention to the operation and administration of the City of Cape Coral municipal charter schools, and secondary employment by the Superintendent is discouraged. However, the Authority will consider secondary or outside employment by the Superintendent on a case by case basis. Before accepting any secondary employment Superintendent shall notify authority in writing. The Authority shall consider the Superintendent's written request and at its discretion decide whether to consent or not to the Superintendent's request for such secondary employment

## **SECTION 15: INDEMNIFICATION**

To the extent permitted by law, the Authority shall defend, hold harmless, and indemnify Superintendent against any tort, professional liability claim, demand, or other legal action, groundless or otherwise, arising from any act, either alleged or real, or omission which may occur within the scope of Superintendent's employment and performance of the Superintendent's duties as Charter School Superintendent. The Authority may compromise and settle any claim or suit and pay the amount of any settlement or judgment rendered thereon, together with attorney's fees associated therewith, if any. Authority at its own expense will purchase School Leaders' Liability and Employment Practices liability insurance insuring Superintendent in an amount not less than \$1,000,000.

## **SECTION 16: NOTICE**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

**AUTHORITY:** Charter School Governing Authority  
C/O City of Cape Coral  
1015 Cultural Park Blvd.  
Cape Coral, FL 33915  
Attn: Human Resources Director

**SUPERINTENDENT:** Frankie Nelson Stephenson  
Oasis High School  
3519 Oasis Boulevard  
Cape Coral, FL 33914

Superintendent shall promptly notify the Authority of any change of address to which notices shall be sent.

## **SECTION 17: MISCELLANEOUS TERMS**

A. This Agreement shall constitute the entire agreement between the parties, and shall be binding upon and inure to the benefit of the parties, their heirs, and successors. No amendment or variation of the terms or conditions of this Agreement shall be valid unless in writing and executed by the parties unless otherwise provided for herein.

B. Superintendent's rights and obligations under this agreement are personal and not assignable by Superintendent.

C. This Agreement shall become effective on July 1, 2017.

D. If any provision of this agreement is held to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, the remainder of the Agreement or any portion thereof, shall be deemed severable, and the balance of this Agreement shall not be affected and shall remain in full force and effect.

E. In any suit brought to enforce the provisions of this Agreement, the parties agree that venue for any such action shall be in Lee County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement at the City of Cape Coral, Lee County Florida, on this \_\_\_\_\_ day of February, 2017.

SUPERINTENDENT

CAPE CORAL MUNICIPAL  
CHARTER SCHOOL AUTHORITY

---

Frankie Nelson Stephenson

---

Jessica Cosden, Chair

APPROVED AS TO FORM:

---

Gail G. Roberts  
Assistant City Attorney

**CHARTER SCHOOL SUPERINTENDENT**  
**EXHIBIT A**  
**Duties**

**GENERAL STATEMENT OF JOB:**

Under the Direction of the Charter School Board, the Charter School Superintendent will exercise independent judgment and initiative, while complying with city, state and federal codes, ordinances, and regulations. The incumbent will report to the Board and shall have the right to participate in all discussions of the Board, but will not be a voting member. The Charter School Superintendent will be the most senior employee of the Charter School Authority. Direct reports to the Charter School Superintendent shall include school principals and others, as deemed in the best interest of the school system.

The Charter School Superintendent shall exercise all powers and perform all duties as required to initiate and maintain the highest standards of operation for the Charter School System. The Charter School Superintendent shall recommend the establishment, organization, and operation of such schools, classes, and services as are needed to provide adequate educational opportunities for all children in the Charter Schools. The Charter School Superintendent shall be responsible for directing the work of the personnel of the Cape Coral Charter Schools.

The Charter School Superintendent shall prepare an annual budget to be submitted to the Board for adoption and, when adopted, submit such budget by the required dates to the appropriate agencies or authorities as required. The Charter School Superintendent shall cooperate with federal, state, county, and municipal agencies in the enforcement of laws and rules pertaining to all matters relating to education and child welfare.

**SPECIFIC DUTIES AND RESPONSIBILITIES:**

**ESSENTIAL JOB FUNCTIONS**

**Service Delivery**

Direct the overall activities of planning, developing, coordinating, implementing and evaluating all Charter School services.

Direct all activities related to the Charter School's learning delivery system and program management cycle.

Initiate the development of programmatic goals and learning objectives on a Charter School-wide basis within the scope of School Board policy, administrative directives, assessed student needs, and operational constraints.

Coordinate all reporting requirements.

Direct and supervise the implementation of the Charter School's Pupil Progression Plan.

Direct and supervise the implementation of the Charter School's Strategic Plan.

**Inter/Intra-Agency Communication and Delivery**

Maintain liaison with social, professional, civic, volunteer and other community agencies, and groups having an interest in the schools.

Maintain good public relations with parents and community groups for dissemination of information and feedback.

Provide leadership in interpreting the programs, philosophy, and policies of the Charter School to staff, students, and the community.

Provide leadership in School Improvement and Accountability, in the development of school improvement plans at school sites and the implementation of the strategic plan.

Maintain a close working relationship with Charter School employees to ensure information exchange, coordination of efforts, and general support for the decision-making process.

Establish necessary procedures for referral and cooperative planning with other agencies.

Maintain contact with other Charter Schools in Florida and other states to share and receive information on effective programs and practices.

Respond to inquiries and concerns in a timely manner.

Keep Board Members informed of potential problems or unusual events.

Serve on District, state, and community councils or committees as appropriate.

### **Professional Growth and Improvement**

Keep informed about current research, trends, and best practices in all areas and disseminate information to appropriate personnel.

Maintain a network of peer contacts through professional organizations.

Keep informed about current research, trends, and best practices and disseminate information to appropriate personnel.

Maintain expertise to fulfill project goals and objectives.

Attend training sessions, conferences, and workshops as appropriate to keep abreast of current practices, programs character education, and legal issues.

### **Systemic Functions**

Serve as liaison between the State Department of Education, the Lee County School Board and the Charter Schools in communicating and planning program requirements of the state statutes, State Board of Education rules and regulations, and mandated federal programs.

Work cooperatively with the Charter School Superintendent and Executive Directors in planning, organizing, developing, and evaluating the implementation of the school-based management plan of the Charter School.

Provide leadership in the development of educational specifications for new facilities and equipment.

Report on the status of curriculum and learning programs and services at the request of the Board Members.

Provide leadership in the preparation for and conducting of collective bargaining negotiations.

Provide leadership in the development of policies and administrative guidelines.

Prepare School Board meeting agendas.

Coordinate annual performance appraisals and make recommendations for appropriate employment action on all personnel.

Develop, recommend, and administer the Charter School budget.

Provide leadership to the Charter School Superintendent's Executive Team.

Provide process and leadership in projecting FTE.

Assist in the selection of all administrative staff.

Model characteristics of citizenship, character education (as defined by the Character Counts! Program), and literacy.

Perform other incidental tasks consistent with the goals and objectives of this position.

**Leadership and Strategic Orientation**

Provide overall leadership and appropriate resources for ongoing Charter School-wide curriculum development.

Provide leadership for purposeful articulation among all instructional levels as well as between basic and special programs.

Establish and provide leadership for a collaborative team to ensure that curriculum and learning development initiatives are student focused and aligned with the Charter School mission and beliefs, school goals and improvement plans.

Provide leadership and assistance to school personnel in the use of assessment data for the improvement of instruction.

Provide leadership in planning and acquiring appropriate teaching materials, textbooks and equipment.

Provide leadership for the Southern Association of Colleges and Schools accreditation process.

Provide leadership for school improvement initiatives.

Provide leadership for emerging, innovative, and special programs.

Provide leadership and direction for assigned areas of responsibility.

Provide leadership and guidance in the development of annual goals and objectives for assigned department or program.

Implement the Charter School's goals and strategic commitment.

Exercise proactive leadership in promoting the vision and mission of the Charter Schools.

Set high standards and expectations and promote professional growth for self and others.

Utilize appropriate strategies and problem-solving tools to make decisions regarding



planning, utilization of funds, delivering services, and evaluation of services provided.

Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.

Use appropriate styles and methods to motivate, gain commitment, and facilitate task accomplishment.

#### **ADDITIONAL JOB FUNCTIONS**

Performs related work as required.

#### **MINIMUM QUALIFICATIONS:**

A Bachelor's degree from an accredited college or university in Education, Public Administration, Finance, Business or related field. Graduation from an accredited university with a Master's Degree in Education, Public Administration, Finance, Business, or related field. A PhD in Education is preferred. 7+ years of increasingly responsible professional management experience in an educational institutional setting. Previous Florida School System experience, Charter School System experience, and a secondary language (Spanish preferred) preferred.

#### **ADDITIONAL MINIMUM QUALIFICATIONS REQUIRED: KNOWLEDGE, SKILLS AND ABILITIES:**

Knowledge of effective school concepts and principles.

Knowledge of state-of-the-art research and proven best practices in K-12 education.

Knowledge of principles and concepts for continuous quality improvement in education.

Knowledge of learning theory, program planning, curriculum development, and management of instructional programs.

Knowledge of statutory and regulatory requirements in areas of school budget and finance, educational facilities, and human resources.

Ability to supervise people.

Ability to plan and present information to the public.

Ability to facilitate various size groups using facilitative leadership skills.

Ability to make decisions based on relevant information.

Ability to understand the Course Code Directory and Florida Statutes.

Extensive understanding of the Pupil Progression Plan.

Ability to balance several job functions at one time and work under a heavy workload.

Ability to work cooperatively with School Board members, school personnel, community, and other departments and agencies. Good interpersonal and communication skills.

Ability to analyze statistical data for trends and standard performance in various programs and to develop strategies for improvement.

Ability to represent the Charter Schools at state and regional functions.

Ability to use computers and software applications.

Ability to assign and review the work of subordinate employees and to provide effective leadership at all times.

Ability to establish and maintain working relationships with supervisor, support staff and other City departments.

Ability to develop and maintain effective working relationship with the general public, other public agencies, the media, City Officials, etc.

Ability to promote the Charter Schools and to network with other school Superintendents.

Ability to successfully complete criminal and financial background check, physical exam, drug screen and other appropriate job-related testing.

Ability to obtain a valid Florida Drivers' License within 30 days.

Ability to attend evening and weekend Board meetings and other meetings as required.  
Knowledge of advanced office software and equipment.

Has extensive knowledge of advanced modern office support functions.

Has extensive knowledge of report and record maintenance principles and techniques.

Has thorough knowledge of principles and practices of effective administration, to include directing, planning, evaluating, and organizing.

Has thorough knowledge of business English, the application of such to a variety of formats and styles, and editing principles and techniques.

Is skilled in both written and oral communications for effective expression and clarity.

Is able to analyze situation quickly and objectively.

Is able to effectively utilize a variety of modern office equipment, i.e., computers, facsimile machines, and copiers.

Is able to demonstrate consistent tact and courtesy in frequent public contact.

**MINIMUM STANDARDS REQUIRED:**

**Physical Requirements:** Tasks involve some walking, standing; some unassisted lifting, carrying, pushing and/or pulling of moderately heavy objects up to 50 pounds. Tasks may involve extended periods of time at a keyboard, with extended periods of visual concentration.

**Data Conception:** Requires the ability to compare and/or judge the readily observable, functional, or composite characteristics (whether similar to or divergent from obvious standards) of documentation, accounts, permits, evidence, and reports.

**Interpersonal Communication:** Requires the ability to speak and/or writing to convey or exchange information. Includes giving and receiving instructions, assignments and/or

directions.

**Language Ability:** Requires the ability to read a variety of materials relevant to government, legal, and city administration operations that range from moderate to complex levels. Requires the ability to communicate with numerous individuals from a broad array of backgrounds.

**Intelligence:** Requires the ability to analyze and interpret problems, and draw valid conclusions in task processing and prioritization. Requires the ability to coordinate accurate completion of multiple tasks within established time frames, i.e., moderate to long range planning principles and techniques.

**Verbal Aptitude:** Must communicate efficiently and effectively in Standard English, both oral and in writing. Must speak with poise, confidence, and voice control.

**Numerical Aptitude:** Requires the ability to add, subtract, multiply and divide; calculate decimals and percentages to interpret plans and graphs.

**Form/Spatial Aptitude:** Requires the ability to inspect items for proper length, width and shape, and visually read various information.

**Motor Coordination:** Requires the ability to coordinate hands and eyes accurately in handling, sorting, and filing documents, and in processing keyboard tasks.

**Manual Dexterity:** Requires the ability to utilize a variety of modern office equipment. Must have minimal levels of eye/hand/foot coordination.

**Color Discrimination:** May require the ability to differentiate between colors or shades of color depending on department of assignment.

**Interpersonal Temperament:** Requires the ability to deal with people from a variety of departments in both giving and receiving instructions. Requires the ability to apply consistent tact and courtesy in frequent public contact. Must be able to perform under stress of deadlines.

**Physical Communication:** Requires the ability to talk and hear: (talking: expressing or exchanging information by means of spoken words; hearing: perceiving nature of sounds by ear).

**Environmental Requirements:** Tasks are regularly performed without exposure to adverse environmental conditions, e.g., dirt, cold, rain, fumes.

# 12 D

**Matrix of Responsibilities for Superintendent, Governing Board, etc.**

Robe Zivkovic

TO: Governing Board

FROM: Nelson Stephenson, Superintendent

DATE: 2/14/17

SUBJECT: Public Complaint Procedures and Governing Board Responsibilities

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I was asked to look into the question of specific procedures regarding a public complaint process and procedures. I am proud to say that since we had worked so hard with our NEOLA policies that I am able to provide you direct information on public complaint procedures.

**See Attachment (9130 Public Complaints)**

The matrix for public complaints involving allegations against a particular staff member are spelled out in three distinct levels within policy 9130.

In a matter regarding a concern with the Superintendent a request can be made to the Board Chair if the request provides four distinct points of information that are listed out within policy. The board, after reviewing the request, may grant a meeting before the Board, or a committee of the Board.

Notes- NEOLA policy does not delve into what a board should consider hearing or not hearing. Also, NEOLA policy does not discuss the context of, or process of a board hearing.

**See Attachment (3550 Complaints Against Instructional Staff and 1550 Complaints Against Administrative Staff)**

Complaint regarding administrator shall be referred to the Superintendent for decision. If complainant is not satisfied they can appeal to Superintendent or to the board through the Superintendent for a final decision.

**See Attachment (1112- Board Staff Communications, 1139.01, Discipline of Administrative Staff, 1001 Authority Relations)**

I believe that these NEOLA policies provide for a very clear and concise process for complaints to be addressed in a fair and equitable manner. As always with any decisions some people may or may not like the results however, with these policies in place it certainly allows for a person to seek remedy....what it does not offer is for the person complaining to always get the remedy that they are possibly seeking.

F. Nelson Stephenson  
Superintendent  
M.P.A. , M.Ed.

## 9130 - PUBLIC COMPLAINTS

Any person or group, having an interest in the operations of this Authority shall have the right to present a request, suggestion, or complaint concerning Authority personnel, the program, or the operations of the Authority. At the same time, the Governing Board has a duty to protect its staff from unnecessary harassment. It is the intent of this policy to provide the means for judging each public complaint in a fair and impartial manner and to seek a remedy where appropriate.

It is the desire of the Board to rectify any misunderstandings between the public and the Authority by direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences shall more formal procedures be employed.

Any requests, suggestions, or complaints reaching the Board, Board members, and the administration shall be referred to the Superintendent for consideration according to the following procedure.

### Matters Regarding a Staff Member

#### A. First Level

If it is a matter specifically directed toward an instructional or support staff member or an administrator, the matter should be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within the staff member's authority and Authority policies or administrative procedures.

#### B. Second Level

If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's supervisor.

#### C. Third Level

If a satisfactory solution is not achieved by discussion with the supervisor, a written request for a conference shall be submitted to the Superintendent. This request should include:

1. the specific nature of the complaint and a brief statement of the facts giving rise to it;
2. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
3. the action which the complainant wishes taken and the reasons why it is felt that such action be taken.

If the complainant contacts an individual Board member to discuss the matter, the Board member shall inform the complainant that s/he has no authority to act in his/her individual capacity and that the complainant must follow the procedure described in this policy.

### Matters Involving Suspected Child Abuse, Substance Abuse, or Affects the Health, Welfare, and Safety of a Student

Alleged misconduct by Authority employees that involves suspected child abuse or substance abuse or affects the health, safety, or welfare of a student shall be reported to appropriate authorities and to the Superintendent. The matter shall be investigated and, if necessary, appropriate action taken.

### Matters Regarding the Superintendent

Should the matter be a concern regarding the Superintendent that cannot be resolved through discussion with the Superintendent, the complainant may submit a written request to the Board Chairman for a conference with the Board. This request shall include:

- A. the specific nature of the complaint and a brief statement of the facts giving rise to it;
- B. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;

- C. the reason that the matter was not able to be resolved with the Superintendent;
- D. the action which the complainant wishes taken and the reasons why it is felt that such action should be taken.

The Board, after reviewing the request, may grant a meeting before the Board, or a committee of the Board, or refer the matter, if permitted by State law, to an executive session.

The complainant shall be advised, in writing, of the Board's decision within thirty (30) business days.

### **Matters Regarding Authority Services or Operations**

If the request, suggestion, or complaint relates to a matter of Authority procedure or operation, it should be addressed, initially, to the person in charge and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding an Instructional Staff Member".

### **Matters Regarding the Educational Program**

If the request, suggestion, or complaint relates to a matter of Authority program, it should be addressed to the Superintendent.

### **Matters Regarding Instructional Materials**

If the request, suggestion, or complaint relates to instructional materials such as textbooks, library books, reference works, and other instructional aides used in the Authority, the following procedure shall be followed:

- A. The criticism is to be addressed to the Superintendent, in writing, and shall include:
  - 1. author;
  - 2. title;
  - 3. publisher;
  - 4. the complainant's familiarity with the material objected to;
  - 5. sections objected to, by page and item;
  - 6. reasons for objection.
- B. Upon receipt of the information, the Superintendent may appoint a review committee which may consist of two (2) or more instructional staff members.
- C. The material in question may be withdrawn from use pending the committee's recommendation to the Superintendent.
- D. The committee's recommendation shall be reported to the Superintendent in writing within ten (10) business days following the formation of the committee. The Superintendent will advise the complainant, in writing, of the committee's recommendation and advise the Board of the action taken or recommended.
- E. The complainant may appeal this decision, within thirty (30) business days, to the Board through a written request to the Superintendent, who shall forward the request and all written material relating to the matter to the Board.
- F. The Board shall review the case and advise the complainant, in writing.



No challenged material may be removed from the curriculum or from a collection of resource materials except by action of the Superintendent, and no challenged material may be removed solely because it presents ideas that may be unpopular or offensive to some.

## Confidentiality

Pursuant to State law, a complaint of misconduct against an Authority employee, and all information obtained pursuant to an investigation by the Authority of the complaint of misconduct, are confidential and exempt from inspection or copying until the investigation ceases to be active, or until the Authority provides written notice to the employee who is the subject of the complaint, in the manner set forth below, that the Authority has either:

- A. concluded the investigation with a finding not to proceed with disciplinary action or file charges, or
- B. concluded the investigation with a finding to proceed with disciplinary action and/or to file charges. If the investigation results in such a finding, the Authority shall also file a legally sufficient complaint regarding the misconduct as required by State law and Policy 8141 - Mandatory Reporting of Misconduct by Certificated Employees.

Any material that is derogatory to an employee shall not be open to inspection for an additional ten (10) days after the employee has been notified either:

- A. by certified mail, return receipt requested, to his/her address of record; or
- B. by personal delivery. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

F.S. 119.071(2)(k), 1012.31

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## 3550 - COMPLAINTS AGAINST INSTRUCTIONAL STAFF

Any complaint against a member of the instructional staff which arises within the membership of the Governing Board or which comes to the attention of the Board (except through the Superintendent) shall be referred to the Superintendent for decision. In cases where the instructional staff member or the complainant is not satisfied with the decision of the Superintendent, an appeal may be taken by either party to the Board through the Superintendent for a final decision.

Pursuant to State law, a complaint of misconduct against an Authority administrator, and all information obtained pursuant to an investigation by the Authority of the complaint of misconduct, are confidential and exempt from inspection or copying until the investigation ceases to be active, or until the Authority provides written notice to the employee who is the subject of the complaint, in the manner set forth below, that the Authority has either:

- A. concluded the investigation with a finding not to proceed with disciplinary action or file charges; or
- B. concluded the investigation with a finding to proceed with disciplinary action and/or to file charges. If the investigation results in such a finding, the Authority shall also file a legally sufficient complaint regarding the misconduct as required by State law and Policy 8141 - Mandatory Reporting of Misconduct by Certificated Employees.

Any material that is derogatory to an employee shall not be open to inspection for an additional ten (10) days after the employee has been notified either:

- A. by certified mail, return receipt requested, to his/her address of record; or
- B. by personal delivery. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

Employees in bargaining units should refer to negotiated agreements.

F.S. 119.071(2)(k), 1012.31, 1012.795, 1012.796

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## 1550 - COMPLAINTS AGAINST ADMINISTRATIVE STAFF

Any complaint against an administrator which arises within the membership of the Governing Board or which comes to the attention of the Board (except through the Superintendent) shall be referred to the Superintendent for decision. In cases where the administrator or the complainant is not satisfied with the decision of the Superintendent, an appeal may be taken by either party to the Board through the Superintendent for a final decision.

Pursuant to State law, a complaint of misconduct against an Authority administrator, and all information obtained pursuant to an investigation by the Authority of the complaint of misconduct, are confidential and exempt from inspection or copying until the investigation ceases to be active, or until the Authority provides written notice to the employee who is the subject of the complaint, in the manner set forth below, that the Authority has either:

- A. concluded the investigation with a finding not to proceed with disciplinary action or file charges; or
- B. concluded the investigation with a finding to proceed with disciplinary action and/or to file charges. If the investigation results in such a finding, the Authority shall also file a legally sufficient complaint regarding the misconduct as required by State law and Policy 8141 - Mandatory Reporting of Misconduct by Certificated Employees.

Any material that is derogatory to an employee shall not be open to inspection for an additional ten (10) days after the employee has been notified either:

- A. by certified mail, return receipt requested, to his/her address of record; or
- B. by personal delivery. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

F.S. 119.071(2)(k), 1012.31, 1012.795, 1012.796

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## 1112 - BOARD-STAFF COMMUNICATIONS

The Governing Board desires to maintain open channels of communication between itself and the administrative staff. The basic line of communication, will, however, be through the Superintendent.

### A. Administrative Staff Communications to the Board

All communications from administrators to the Board or its committees should be submitted through the Superintendent or as directed by the Superintendent. This procedure is not intended to deny any administrator his/her constitutional right of free speech or the right to appeal to the Board on important matters through established procedures.

### B. Board Communications to the Administrative Staff

All official policies and directives of the Board of interest and concern to the administrative staff will be communicated through the Superintendent, who shall also keep administrators informed of the Board's problems, concerns, and actions.

### C. Social Interaction

Both administrators and Board members share a keen interest in the schools and in education generally, and it is to be expected that when they meet at social affairs and other functions, they will informally discuss such matters as educational trends, issues, and innovations, and general activities of the Authority. However, since individual Board members have no special authority except when they are convened at a legal meeting of the Board or vested with special authority by Board action, administrators and Board members should not discuss personalities, personnel grievances, or complaints because this will be considered to be unethical conduct on the part of the Board member and unprofessional conduct on the part of the administrator. Such matters should be addressed in accordance with the procedures established in Board policy.

F.S. 1001.42, 1012.23

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## **1139.01 - DISCIPLINE OF ADMINISTRATIVE STAFF**

The Governing Board delegates to the superintendent the authority to administer discipline to members of the administrative staff when necessary.

Such action shall be in proportion to the employee's offense or misconduct, consistent with appropriate procedural and substantive due process and State law.

Policy **8141** sets forth the procedures for reporting alleged misconduct by school administrators.

F.S. 1006.061

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## **1001 - AUTHORITY ORGANIZATION**

The organization of the Authority shall be designed to meet the objectives set by the Governing Board, ensure clear lines of authority and responsibility, and define each position with clarity.

The Superintendent shall be the chief executive officer of the Authority. The Superintendent shall define and establish those administrative positions required to implement the educational system and program of learning established by the Board. In each case, the Board will approve the broad purpose and function of the position in harmony with State law and regulations.

Responsibility shall flow clearly from the Superintendent through the administrative staff to the operational personnel.

No employee should be responsible to more than one (1) supervisor.

It shall be the responsibility of the Superintendent to determine the need for and define operational requirements sufficient to ensure the smooth functioning of the Authority. Maintenance of an efficient, skilled operational staff is essential to the effective performance of the system.

It is the Board's intent to maintain an operational and technical staff with a high level of competence.

On occasion, the Superintendent may find it necessary to recommend to the Board the employment of specialists or consultants to maintain or support programs implemented by the Authority in areas requiring specialized knowledge. These positions will be considered by the Board on the merits of their potential contribution to the Authority and the specific conditions of the stated contract or agreement.

F.S. 1001.51

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# 13A

**Approval of Change to NEOLA Policy 6151-Bad Checks-Payment of Dishonored Checks A:2.**

**Nelson Stephenson**



# **Cape Coral Charter School Authority**

## **Bylaws & Policies**

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### **6151 - BAD CHECKS**

#### **Purpose**

To establish policy and procedures for handling and recording dishonored checks.

#### **Policy**

This policy is to be used for checks made payable to the Authority or any of its member schools which have been dishonored by the financial institution from which they were written.

#### **Overview**

- A. Checks are to be made payable to either the Authority or any of its member schools:
  - 1. Oasis Charter Elementary School
  - 2. Christa McAuliffe Charter Elementary School
  - 3. Oasis Charter Middle School
  - 4. Cape Coral Charter High School
- B. Checks are written by parents, guardians, and other sponsors for many purposes including but not limited to the school lunch program, donations, book fairs, extra-curricular activities, clubs, and field trips.
- C. Some of these purposes may be associated with Authority budgetary funds and others associated with school internal funds which have separate bank accounts. In no case, should a single check be accepted which is applicable to both budgetary funds and school internal funds.
- D. Checks should always include the student's name in the memo section and the purpose (e.g. Johnny Smith, school lunch).
- E. Checks should be restrictively stamped (restrictive endorsement) as soon as is practical by the cash custodian, lunchroom attendant or school secretary.
- F. Deposit of checks and other currency to the appropriate bank account should occur as soon as possible after receipt and be taken to the bank or vault by an approved armored car service in accordance with the City of Cape Coral cash handling guidelines.
- G. Generally checks are processed through the depository bank and/or through the payer's bank without incident; however, in some cases, checks presented are dishonored by the depository bank for the following reasons:
  - 1. non-sufficient funds

2. closed account
3. payment stopped
4. incomplete or inaccurate check document

The following procedures reflect the steps for handling, recording and possible write-off of dishonored checks. These procedures are managed by the Authority's bookkeeper with oversight by the City of Cape Coral Financial Services Department.

### **General Procedures**

- A. The depository bank will initiate notification of the dishonored check. This notification can be in the following ways:
  1. A posting on the bank's online transaction summary. This is next day notification, the Authority's bookkeeper monitors all transactions on a daily basis.
    - a. For the general account, an image of the dishonored item should be printed from the online system.
    - b. For school internal funds, the bookkeeper must wait for the final mailed notification and image from the bank.
  2. A mailed notification is sent to the City of Cape Coral cashier's office which includes an image copy of the dishonored item (for budgetary funds only). In this case, the cashier will record the returned item and forward a copy to the Authority's bookkeeper for processing.
  3. For school internal funds, a mailed notification which includes an image of the dishonored item is sent directly from the bank to the Authority's bookkeeper.
- B. Once the Authority's bookkeeper is aware of the dishonored check, the maker of the check should be notified by mail within two (2) business days. Samples of the first notification form letter (Appendix A & B) are included in this policy for both budgetary and school internal funds. A copy of the letter should be retained in file.
- C. In no case, should the enrolled student be approached regarding a dishonored check.
- D. In addition to the amount of the dishonored check, a service charge will be applied to all returned checks as follows in accordance with F.S. 68.065:
  1. \$25.00 for face value that does not exceed \$50.00
  2. \$30.00 for face value from \$50.01 to \$300.00
  3. \$40.00 for face value from \$300.01 to \$800.00
  4. five percent (5%) of the face value for checks over \$800.00
- E. The Superintendent maintains logs of returned checks and notifies the school secretary to stop check writing privileges for the maker of the check until/unless the issue is resolved.

- F. Checks will no longer be accepted at the schools for repeat offenders or for those that do not respond to the notification letters.
- G. Any account balance in the school lunch program or a school internal fund must be debited for the amount of the dishonored check as follows:
  - 1. For a school lunch deposit that has been dishonored, the Superintendent must notify the school secretary and the lunchroom attendant by E-Mail with the name of the student account and amount to be debited from the lunchroom point of service system. This will reduce the amount of credit in the student account if any.
  - 2. For a school internal fund, the Superintendent must notify the school secretary who will in turn notify the internal fund sponsor, teacher, or staff member. The school secretary will debit the revenue on the fund tracking form and forward a copy to the Superintendent for recording the transaction in the ledger.
- H. The Superintendent prepares a journal entry to record the dishonored check as follows:
  - 1. debit to accounts receivable
  - 2. credit to cash
- I. The journal entry is processed to record the transactions as follows:
  - 1. For budgetary funds, the journal entry is recorded in the Infisys System according to procedures set forth in the Journal Entry Procedures Manual.
  - 2. For school internal funds, the journal entry is recorded in the School Internal Funds General Ledger according to the procedures set forth in the School Internal Funds Procedures Manual.

### **Subsequent Actions**

- A. After thirty (30) days from the first notification letter, if no repayment is received, a second letter will be sent to the maker of the check. Samples of the second notification letters (Appendix C & D) are included in this policy. A copy of each letter sent should be retained in file.
- B. If letters are returned by the post office, an attempt to contact the maker of the check by phone or confirmation of the address through school or other public records may be attempted.
- C. At the end of each month, the Superintendent will evaluate any outstanding dishonored checks for write off or referral to a private collection agent using the following criteria:

After sixty (60) days from the date of the first notification letter dishonored checks will be handled in the following manner:

  - 1. If the collective amount of all dishonored checks written by this maker is less than \$25.00 the check(s) will be written off as uncollectible without additional Governing Board approval. (e.g., one (1) check for \$15.00, or two (2) checks of \$10.00 each).
  - 2.

If the collective amount of all dishonored checks written by this maker is greater than or equal to \$25.00, the checks will be turned over to a private collection agent for further action. (e.g., one (1) check of \$30.00, or two (2) checks of \$15.00 each).

3. If the efforts of the collection agency are unsuccessful after a 365 day period, the item will be brought before the Board requesting write-off approval or further action as deemed by the Board.
  4. Check writing privileges for this person are permanently suspended at the schools.
- D. The Superintendent will record the following accounting entries for the write off and/or referral to collection agent.
1. Debit to revenue account where originally applied.
  2. Credit to Accounts Receivable.

### **Payment of Dishonored Checks**

- A. The maker of a dishonored check can make restitution in the following ways:
1. For Budgetary Funds:
    - a. Payment can be made to the City of Cape Coral cashier's office by cash, cashier's check, credit card, or money order.
    - b. The cashier notifies the Superintendent of the repayment and deposits the funds into the Authority's general bank account.
  2. For School Internal Funds:
    - a. Payment can be made to the Superintendent by cash, cashier's check, or money order. Credit cards are not accepted.
    - b. The Superintendent provides the school secretary with the repayment funds (including service fee) and records the credit entry on the internal funds tracking form and prepares the funds for deposit.
    - c. The secretary provides the tracking form to the Superintendent who prepares the journal entry and records it in the School Internal Funds General Ledger.
- B. The Superintendent records the repayment on a journal entry and enters it into the appropriate system. The accounting entries to record the repayment are:
1. Debit to Cash for the amount of the check plus service fee
  2. Credit to Accounts Receivable for the amount of the check
  3. Credit to Revenue Account 3495 (Other Misc Local Sources) for the service fee

**See Also**

**Appendix A - Sample Initial Dishonored Check Letter – Budgetary Funds**

**Appendix B - Sample Initial Dishonored Check Letter – School Internal Funds**

**Appendix C - Sample Final Dishonored Check Letter – Budgetary Funds**

**Appendix D- Sample Final Dishonored Check Letter – School Internal Funds**

**F.S. 832.10**

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