

**AGENDA**  
**REGULAR MEETING OF THE CAPE CORAL**  
**CHARTER SCHOOL GOVERNING BOARD**  
**Tuesday, January 12, 2017**  
**Council Chambers**  
**9:00 A.M.**

**CALL TO ORDER**

1. **INVOCATION/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:** December 13, 2016 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 OES Out of State Field Trip to the Junior Theatre Festival in Atlanta, GA, January 13-15, 2017-Donnie Hopper
  - B. Approval of the OHS Model United Nations Out of Town Field Trip to the University of Florida in Gainesville, FL., January 20-22, 2017-Shannon Treece
8. **SUPERINTENDENT REPORT:** Nelson Stephenson
9. **CHAIRMAN REPORT:** Jessica Cosden
10. **FOUNDATION REPORT:**
11. **STAFF COMMENT:** Mary Anne Moniz, 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
13. **NEW BUSINESS:**
  - A. Discussion of OHS Educational Science Trip to Costa Rica for Two Weeks During the Summer-Adam Pottruck and Keri Tutterow
  - B. Discussion of Establishment of Independent Investigative Body or Ombudsman-Jessica Cosden
  - C. Approval of the Amendment to Superintendent's Employment Agreement Allowing an Additional Evaluation and Goal Setting-Bill Buztrey
14. **FINAL BOARD COMMENT AND DISCUSSION:**

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

**Regular Governing Board Meeting will be held on Tuesday February 14, 2017 at 9:00 a.m. in Council Chambers.**

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

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

**Tuesday, December 13, 2016**  
**Council Chambers**  
**9:00 a.m.**

**CALL TO ORDER:** The Cape Coral Charter School Authority Governing Board of Lee County, Florida, met on December 13, 2016, at City of Cape Coral Council Chambers, a Regular Governing Board Meeting. Chair Cosden called the meeting to order at 9:00 a.m.

**INVOCATION:** Chair Cosden

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

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

**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  
Shay Pearson, Parent at Oasis Charter High School  
Vanessa Metzger, Parent at Oasis Charter Elementary School  
Kimberly Shuler, Parent at Oasis Charter Middle School  
Brian Montag, Athletic Coach at Oasis Charter High School  
Stephanie Bloch, Parent at Oasis Charter Middle School, Oasis Charter High School and Substitute Teacher  
Tim Bloch, Parent at Oasis Charter Middle School, Oasis Charter High School

**APPROVAL OF MINUTES:**

Motion to approve the minutes for the Regular Governing Board Meeting of November 8, 2016 was made by member Boyer and seconded by member Donaldson.

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

**All “Yes’s,” motion carries.**

**APPROVAL OF THE AGENDA REGULAR MEETING:**

Motion was made by member Zivkovic and seconded by member Boyer to approve the agenda with the following change:

- To add the superintendent’s amended contract to item 12D.

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

**All “Yes’s,” motion carries.**

**PUBLIC COMMENT:**

Branden Pearson states that he is currently a senior at Oasis High School. He has had the pleasure of working with five different principals and three different superintendents since his sixth grade year, each with their own unique direction and culture for the system. It is his opinion that in the last year and a half the culture has become destructive; driving away many great teachers, students and parents. Weeks ago he tried addressing a domestic violence injunction enforcement issue and was essentially dismissed. This semester his mother is looking to pull him from the system he grew up in and leave behind his multitude of accomplishments. He begs the Governing Board to put politics aside and put the interest of students first by launching an investigation into the leadership of Oasis High School and the system as a whole. The previous evening he spoke before the Cape Coral City Council and afterwards received great support from his fellow students.

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Shay Pearson states that she has two sons attending Oasis High School. Most became aware of their unique family situation when her husband Kenneth Pearson was arrested at the Oasis High School campus. She did not come before the board when she was relieved of her teaching duties, when the no trespass warning was lifted against Mr. Pearson or when there was an incident between her ex-husband and her son at a football game. She comes today because she has grave concerns. There is a domestic violence injunction between Mr. Kenneth Pearson and Mr. Branden Pearson. On December 1, 2016 Mr. Pearson was at school for a meeting for her other son. Branden entered the office and was 20’ away from Mr. Pearson which was a direct violation of the order. She urges the Governing Board to look into this a little more and figure out a way to handle this situation so it does not happen again.

Ms. Pearson states that her greatest concern today is Mr. Erich Boerner. He took her son in his freshman year and led him to JROTC which helped mold her son into what he is today. Mr. Boerner had a closed door meeting with her son and she felt that his discipline crossed the line. She is concerned that Mr. Boerner doesn’t have a teacher’s certificate or a leadership endorsement. She is not attacking his character but addressing his disciplinary methods. As a parent she believes that she should be included in any discipline involving her student. She’s asking that the board take a stand and investigate these allegations.

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Vanessa Metzger states that she is a parent of two children currently in the Cape Coral Charter system. She has personally worked with three different superintendents since her children started in the system. She is disappointed in the current leadership. Her opinion is that Mr. Stephenson has fostered an environment where parent concerns are dismissed and student safety is not considered. The new superintendent dropped the no trespass order against Mr. Kenneth Pearson without any change in circumstance or consulting any of the parties impacted. Mr. Pearson has personally threatened her and her children in the past. As superintendent, Mr. Stephenson has a responsibility to student safety, a responsibility he has disregarded. She is asking the Cape Coral Governing Board to remove Mr. Stephenson from his position as superintendent. If he is removed the controversies will cease to exist. On a final note she asks the Governing Board to listen to a recording of Mr. Pearson threatening to bring more guns on school campus.

*Recording from cell phone played.*

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Hector Carrasco states that he is a junior at Oasis High School and that he comes with a lack of words because Branden Pearson did not prepare anything for him. From his heart he is utterly confused. As every person came up to speak, Branden Pearson was mouthing everything they were about to say. He states that he is confused as to why we are allowing this. Everything that has happened today and yesterday evening is because of Branden Pearson. Their family issues shouldn't affect his education. He should be in school right now but he fears that his school is crumbling down around him. He is missing his favorite class but felt he needed to defend the one thing he loves. The teachers left because they didn't like the new administration, that's their right. Colonel Boerner is a unique man who does things different than others.

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Linda Prince states that she has been an advocate for the charter schools for a very long time. She states that it is broken. Children are missing school to be here to speak when they should be learning. Last night was a fiasco and it was political. We can work together and fix it. Put the politics aside and get back on track for our children.

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Tim Bloch states that he has three children in the school system. He has been an advocate for the school system for almost 15 years. Last night the kids had it figured out. We're on the right path and we need to keep going down that path and doing the right thing.

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Victoria Bateman states she is the Finance director. The purpose of last night was to discuss the audit findings, not about her wife having to defend her position. She states that she doesn't understand why last week in the paper she had to read about this being turned into her wife being fired. It's not. Ms. Bateman states that she could show you emails and issues about the charter school. It is about issues with the process. You need to understand there is a charter for you and there are by-laws for you. The charter says that as finance director she will invest funds but she has been held back from that job. She can show emails, she has them with her, where she has been told by the charter school not to move funds to make more money. Any money we invest can be received back in the same day. This is not about Mr. Stephenson or Ms. Treece but about that there are issues. You need to accept those issues and do something about them.

Last night was not supposed to be about people. Ms. Bateman states that she has a recording of the discussion with Mr. Nelson that was held and was upset that Ms. Treece would not bother to speak to her.

There are issues that can easily be resolved if people were more open. There are problems and if anyone is interested in seeing those problems she has them.

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Mayor Marni Sawicki states that she is here as Mayor and as a parent of an Oasis High School student. She states that she is confused as to why it has gotten to this point. As a member of the audit committee she simply asked questions. This was about asking about the processes, asking about what took place. The information she was getting was not accurate. Mayor Sawicki asked the board if they were aware that the superintendent went to the media, did he go to the board first and does the board condone it? She states that this is not about Branden Pearson; she sat with eight families on Sunday. She states she was literally blindsided by the superintendent going to the media. A teacher sent out a memo on Schoology to other teachers telling them to be here yesterday to fight for what's right. This is about our students.

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Oriana Troche states that she is here on behalf of 90% of the students that are extremely happy with what they have going on at Oasis High School. She states that you can feel the love just by walking into the school. Teachers and administrators care and love the students and want them to succeed. To her it doesn't make sense to stir up a gigantic problem that can bring down or corrupt the board. The superintendent is a marvelous man and she believes he has student's best interests at heart. Her parents are satisfied with the system. The 10% that have a problem with authority are the ones who are more open to speaking. The problem is that they don't know how to respond to authority.

Colonel Boerner doesn't have a problem telling you what you did wrong but he knows the limits and boundaries.

Ms. Treece has done nothing but good for the school. The students are worried about graduation and don't want these problems that could easily be avoided.

She states that last night she was confused and taken a back as to why adults act this way. Change is inevitable and we have to adjust to the change.

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Jen Hope Bellis states that she is on the foundation and has three children in the school system. She wants to know from the board how they are moving forward. Her bigger concern is the rumors. She is concerned that between last night's meeting and the lack of attendance at today's meeting they're not going to get the resolution, the overview, or the communication that says this is what we want. Her request is that at some point there is communication to stop some of the madness. She hopes that we can get something out there because parents are passionate. She hopes the board can come to a census of what the goal is and what 2017 will bring.

*Discussion held.*

**SUPERINTENDENT REPORT:**

Mr. Stephenson states that radios will be ordered for all of the administrators for security purposes. We are doing everything we can to make sure students are safe and secure in school. We also increased our City of Cape Coral Police department foot print on our school campuses.

Mr. Stephenson states the JROTC had their accreditation and did a great job.

Mr. Stephenson states that we don't offer the same sports insurance that Lee schools offer but we have a program for parents to obtain insurance. It is a little lengthier of a process but there is a plan available. Notifications are made via several different avenues before practices begin.

*Discussion held.*

Mr. Stephenson wanted to remind the public that we have completed the first round of our NEOLA policies and that we have received our AdvancED Accreditation for the first time in the systems 12 year history.

Mr. Stephenson states that a \$450,000.00 infrastructure update was done and the systems website has been updated.

Mr. Stephenson apologizes to the community for what he allowed to happen at last night's meeting. Sometimes passion does override and the passion is about the kids.

Mr. Stephenson states that we have a robust and amazing staff, amazing school and amazing system.

Mr. Stephenson states that he did not collude with the board to make a statement to the media.

Mr. Stephenson states that he looks forward to working together with the city.

*Discussion held.*

**CHAIRMAN REPORT:**

None.

**FOUNDATION REPORT:**

Chris Porter states that everything is going wonderfully at the foundation. They are getting tremendous support from teachers, administration and parents.

Chris Porter states they are finishing up with the Rally to be held in March. There are over 25 corporate sponsors who have agreed to partner with us. They are working on the tickets and marketing to get the word out to the public.

Chris Porter states they are working on the Light House Awards. The nomination process just closed. There were 18 nominations from CME, 23 from OES, 24 from OMS and 20 from OHS.

Chris Porter states the Light house Awards dinner will be held May 5, 2017. There will be three finalists from each of the schools. All finalists will be recognized and the winner will be announced at the dinner.

Chris Porter states their next project will be scholarships. They may be able to add a fourth scholarship this year.

*Discussion held.*

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

#### **Business Manager**

Mary Anne Moniz states that we are currently still at the 12 day count enrollment numbers. We have increased by six students but we are waiting on the new report to see the additional funding.

Mary Anne Moniz states that she released the official budgets for 2018. Each board member should have received a Budget Manual Preparation book.

Mary Anne Moniz states she released the Six Year Capital Asset Plan to the principal's and staff who are responsible to complete it. She is expecting the file back with everyone's comments by mid-January.

Mary Anne Moniz states she will be working on payroll projections and operating templates.

Mary Anne Moniz states we will be holding our second annual budget workshop in April.

Mary Anne Moniz states that we are still waiting on the release of the updated FEFP numbers. Once she receives those numbers she will begin working on the first budget amendment of 2017.

Mary Anne Moniz states that we try to make up funding wherever possible. To cover the \$12,000.00 cost of the radios a transfer was done from capital to operating from the budgeted funds set aside for a van purchase. It is felt that the van purchase can be pushed out one additional year.

Mary Anne Moniz states the fiber work needed as part of the infrastructure update did not occur in fiscal year 2016 so it was rolled into fiscal year 2017. The cost was approximately \$34,000.00.

Mary Anne Moniz states the OES roof top air unit let go approximately two weeks ago. The compressor had to be repaired at a cost of approximately \$7,000.00. The funds were already encumbered and this was accounted for in our annual purchase order.

Mary Anne Moniz states we have had a water leak at OHS. At this time the cost for the leak is less than \$1,000.00. She has asked maintenance to get an estimate for the repair of the leak.

Mary Anne Moniz states we received approximately \$43,000.00 last year from the E-Rate grant which was applied to our telecom bill. This year we should receive about \$24,000.00 for the telecom piece.



There is a category two section of the E-Rate application which will allow them to help with our IT needs. If they allow us to change our vendor then we have great potential to receive some funding.

Mary Anne Moniz thanks Steve Beuerle for being a huge part in gathering the information for the IT questions that are part of the E-Rate application. She also thanks Danielle Jensen for providing the National School Lunch numbers that are also a part of the application.

*Discussion held.*

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

Danielle Jensen states that she has reviewed the numbers and we have strong revenue to budget for October.

Danielle Jensen states she will monitor their numbers over the next few months and decide if there is a need to amend our food needs for the year.

Danielle Jensen states the State of Florida is offering a pilot program where they are direct certifying reduced pay students. Parents do not need to apply for the program and we are reaching parents who didn't know they qualified for the program. This allows us to add about 60 students which changed our National School Lunch percentage to 36%.

Danielle Jensen states that she has started the on-site visits to our kitchens. This is required to be done at all four sites by January 30, 2017 which will get us ready for the audit in February.

Danielle Jensen states there have been a couple of issues for procurement. One was dealing with the water leak at OHS over the Thanksgiving break and the other was fixing the A/C compressor at OES. Our maintenance team stepped up over the break to make sure these items were taken care of.

Danielle Jensen states she is working with the principals to start the first phase of the one-to-one device program. We are getting quotes and looking at options such as lease vs. buy.

### **Christa McAuliffe Charter Elementary School**

Jacque Collins states they are working on their lowest 25% sub-groups in reading and math. They have met with each grade level and will continue to meet monthly. There are many programs in place to monitor their progress.

Jacque Collins states the first grade Christmas production is December 15, 2016 at 6:00 p.m.

Jacque Collins states the kindergarten production is December 19, 2016 at 6:00 p.m.

Jacque Collins states the Winter Festival is December 16, 2016. All four schools are coming together for a production on the Oasis campus.

Jacque Collins states they have several families that are going to shop with a cop thanks to the Cape Coral police department.

Jacque Collins states the Annual Ugly Sweater Competition is December 16, 2016.

Jacque Collins states the maintenance team installed a stop light in the back carline area. This will add a significant safety factor to dismissal.

Jacque Collins states they are looking into getting an automated gate in the back of the campus.

### **Oasis Charter Elementary School (OES)**

Donnie Hopper states that OES is doing the ugly sweater contest too and their sweaters will be uglier than CME's.

Donnie Hopper states the OES Jr. Theatre group had their showcase dinner and performance at the Lake Kennedy Center. Families brought food to share with each other and they had a great turn out.

Donnie Hopper states there were many in attendance at the staff holiday party.

Donnie Hopper states that Breakfast with Santa was held and kids were able to bring a toy for donation to Toys for Tots.

Donnie Hopper states they held their first student council school dance and there were about 200 in attendance.

Donnie Hopper states they have completed all of their music concerts in grades kindergarten through third grade.

Donnie Hopper states the Kiwanis Club brought the third graders dictionaries earlier in the year and recently brought the fourth graders atlases.

Donnie Hopper states the Panther Performers and some of their theatre kids performed at Barnes and Noble.

Donnie Hopper states the third graders are on a field trip to Broadway Palm Theatre today.

Donnie Hopper states that the Oasis Singers will perform at the Southwest Florida International Airport on December 14, 2016.

Donnie Hopper states on December 15, 2016 their small choir will perform at The Holiday Stroll at Tarpon Point.

Donnie Hopper states that academic growth is taking place. Kids have shown anywhere from a five to a seven month growth on the STAR reading program since the end of August.

Donnie Hopper states their intensive classes (What I Need Classes) are in full swing. Teachers are laser focused in providing varied activities and strategies to meet the needs of our struggling readers.

Donnie Hopper states that he did not ask anyone to attend last night's council meeting.

Donnie Hopper states the superintendent and principals have all students' best interests in mind.

Donnie Hopper states that change will not always be embraced but we can't grow without change.

Donnie Hopper states that since he left Gulf Middle School 33% of teachers have left. It happens in just about every school where significant change takes place.

Donnie Hopper states their job as administrators is to select and retain the best possible educators for our kids.

Donnie Hopper invites you to visit the schools.

Donnie Hopper states parents and students make the decision to attend our schools. They can easily choose to select another school if they are really unhappy.

*Discussion held.*

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

Keith Graham states that the OMS families, kids, teachers and staff have come together again this year to provide a fantastic Thanksgiving to families through Oasis Blessings Baskets.

Keith Graham states that volleyball season is coming to a close and the girls remain undefeated.

Keith Graham states that girls and boys soccer has started.

Keith Graham states the 8<sup>th</sup> grade STEM Tour team won first place out of 23. They are currently leading the tour in overall points.

Keith Graham states the Winter Music Festival is December 16, 2016 from 5:00-9:00 PM, everyone is invited to attend.

Keith Graham states the OMS chorus is teaming up with OES to perform at the Regional Southwest Airport on December 15, 2016.

Keith Graham invites the board and parents to visit the school anytime.

*Discussion held.*

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

Shannon Treece states that she is encouraged to hear the message of moving forward. It is important that we continue to focus on the kids.

Shannon Treece states that a very talented OHS student wrote a play and asked his teacher to perform it through the drama class. The play was performed at the Lake Kennedy Center. It was fun watching students be able to create and facilitate their learning outside of what we consider a traditional education.

Shannon Treece states the JROTC continues to be an honor unit with distinction.

Shannon Treece recognizes student Mary Hess who received and accepted a nomination into the Naval Academy.

Shannon Treece states that CME students came over to participate in the culinary program.

Shannon Treece states the curriculum work continues.

Shannon Treece states they are partnering with OMS on a standards based grading session. They brought in Dr. Gerry Swan from Kentucky to look at their grading practices.

Shannon Treece states that she will continue to focus on instructional practices and make sure the needs of students are met.

Shannon Treece states that teacher retention is a huge topic this year. She has worked diligently to put individuals in classrooms that can best meet the needs of the students. Her bar is set at excellence.

Shannon Treece states that her team is trying very hard to make instruction happen on a daily basis. She encourages the board to talk to the staff about what this year looks like for them.

Shannon Treece states they will remain focused on students and she is more than willing to resolve any issues that have come up.

Shannon Treece states that when she was looking for a place to relocate this city is where she wanted to be, mainly because of the education system.

Shannon Treece states that students will take their mid-terms next week.

Shannon Treece states they have Schoology training on December 14, 2016 for parents.

Shannon Treece states they are having an open house on January 11, 2017. It is available to the public as well as our eighth grade students from OMS.

Shannon Treece states they will be able to host a Google Summit on April 29<sup>th</sup> and 30<sup>th</sup>, 2017. Working with Google has been great. This is an opportunity to showcase our school.

*Discussion held.*

***Meeting in Recess-11:23 AM***

***Meeting Back in Session-11:48 AM***

*Member McMillan left the meeting.*

## **NEW BUSINESS**

### **D. Presentation of the Comprehensive Annual Financial report (CAFR) for Fiscal Year Ending June 30, 2016 and Independent Auditor's Report-Victoria Bateman and Andrew Lafflin**

Victoria Bateman states there was one material weakness in recording the bus leases. The auditor's thought the leases should be recorded differently. We had to record it as a capital operating lease instead of an operating lease. She states that it is no issue, really. The net position was up 1.1 million. The charter school system is receiving more money than it is putting out. There were two management items:

1. The significant deficiency had to do with payroll deductions and the health benefit insurance.
2. The awareness of the single audit. It was noted that a single audit was not done last year.

*Discussion held.*

Andrew Lafflin states his goal is to give an overview and then talk through the findings and recommendations CliftonAllenLarson had.

#### **Internal Audit Control report:**

There was one significant deficiency noted in the internal control report. There was one deficiency recorded dealing with capital leases. Prior year findings were for payroll deductions. In prior years the medical plan was a fully insured benefit. There were some reconciliation issues at the end of the year. The Charter School Authority is now on the city's self-insured medical plan. The other comment is the awareness of the single audit requirement. Last year if you spent over \$500,000.00 in federal funds then you required a single audit.

#### **Management Letter Comments:**

1. The evaluation of the FRS status changes
2. Donor acknowledgements
3. Employment contracts
4. Improved payroll review of hourly employees
5. Investment policy compliance

*Discussion held.*

## **UNFINISHED BUSINESS**

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

Mr. Stephenson states that our system needs to start budgeting for future needs. He asked the board if there are any pieces they don't think we should concentrate on or if they have questions. If the CME expansion remains a priority the intent is to start talking to some architects and having some conversations on how we move forward. We are going to start assigning people in groups of who is going to take responsibility. Adjustments may need to be made but this will stay a working document.

*Discussion held.*

**B. NEOLA-Nelson Stephenson**

Mr. Stephenson states that he met with our NEOLA representative. The procedure piece is being worked on and unless we assign a lot of people to them it will take time. In some cases procedures can happen as they happen.

*Discussion held.*

**C. Enrollment Progress- Rob Zivkovic**

Vice Chair Zivkovic states that he kept this on the agenda to find out what steps are being taken.

Mr. Stephenson states that we are doing mailers for current enrollment. We have posted on Schoology, Twitter and Facebook. We are having open houses for OMS and OHS. We have decided on advertising with the Sandoval Magazine and the Cape Coral Style magazine. The OMS administration is exploring the idea of having a Realtors Open House at the school to show local Realtors the benefits of the system.

Mr. Stephenson states the incoming fifth grade classes from OES and CME are the largest classes they've ever had.

Mr. Stephenson states that 10 students have left OMS. Out of those who left, four have moved out of town, three have decided to homeschool, two went to hospital homebound and one went to another charter school where their parents are a teacher.

Mr. Stephenson states that we have funded our growth based on having new students enroll in our schools. That growth could not continue, the growth had to be capped. An idea came about to move the administrative office to a different location which would allow the current offices to become a classroom. This would allow approximately 25 new students to enroll at OHS. For a variety of reasons this did not happen.

Vice Chair Zivkovic states that we should not take for granted that our elementary students are going to give their parents good information from school visits. We should talk to the parents and reach out to them and make sure they are involved in the process of enrollment.

*Discussion held.*

**D. Superintendent's Evaluation Tool- Rob Zivkovic**

Motion was made by Vice-Chair Zivkovic and seconded by Member Fisher to add these three lines to the superintendent's evaluation tool.

- Effectively creates and/or adapts the strategic plan for present day and long term success.
- Develops clear steps and parameters that can be used to implement and track progress toward strategic plan goals.
- Consistently makes progress toward strategic plan goals.

*Discussion held.*

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

**All “Yes’s,” motion carries.**

*Discussion held.*

## **NEW BUSINESS**

- A. Approval of the CME 5<sup>th</sup> Grade Field Trip to Billy Creek Swamp Safari in Clewiston, FL. on December 19, 2016-Jacque Collins**

Motion was made by Member Boyer and seconded by Member Jackson to approve the CME 5<sup>th</sup> Grade Field Trip to Billy Creek Swamp Safari in Clewiston, FL. on December 19, 2016.

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

**All “Yes’s,” motion carries.**

- B. Approval of the OHS JROTC Marksmanship Team Overnight Trip to the Civilian Marksmanship Program Florida State 3 Position Air Rifle Championship Cup Match in Jacksonville, FL., on December 16-17, 2016 -Shannon Treece**

Motion was made by Member Jackson and seconded by Member Donaldson approve the OHS JROTC Marksmanship Team Overnight Trip to the Civilian Marksmanship Program Florida State 3 Position Air Rifle Championship Cup Match in Jacksonville, FL., on December 16-17, 2016.

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

**All “Yes’s,” motion carries.**

- C. Approval of the Model United Nations Overnight Trip to the University of Florida in Gainesville Fl., on January 20-22, 2017-Shannon Treece**

Motion was made by Member Jackson and seconded by Member Boyer to approve the Model United Nations Overnight Trip to the University of Florida in Gainesville Fl., on January 20-22, 2017.

*Discussion held.*

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

**All “Yes’s,” motion carries.**

**E. Presentation of the Revised Charter School Investment Policy- Victoria Bateman**

Victoria Bateman states that most of the changes in the investment policy had to do with word changing. She is proposing the investment percentage to change from 25% to 75%. This will take care of the audit finding.

*Discussion held.*

Motion was made by Vice Chair Zivkovic and seconded by Member Donaldson to accept the revised Charter School Investment Policy.

*Discussion held.*

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

**All “Yes’s,” motion carries.**

**BOARD COMMENT:**

Member Donaldson wishes everyone a Happy Holiday and a healthy New Year.

Member Boyer echo’s Member Donaldson’s sentiments and thanks everyone for an excellent beginning and first part of the school year. She wishes everyone a safe and happy break.

Member Boyer requests Chair Cosden see if she can get clarification from the city on our current lease agreement.

Vice Chair Zivkovic thanks those who stayed for the meeting.

Chair Cosden states that she talked with her assistants and they are looking at some dates for the joint meeting between the city and the Governing Board.

Chair Cosden asked if we should add a consent agenda to the monthly meeting agenda. If there is a question about an item it can be pulled for discussion. Ms. Arthur will add this to the next agenda.

Member Jackson states that the meeting date for next month is not correct.

Member Jackson states that things are said on social media and to the media that are not reported correctly. Please be careful what you say or what you put out there because it can hurt a person who has nothing to do with the problem going on.



Member Fisher wishes everyone Happy Holidays, Merry Christmas and Happy Hanukkah. He wishes to leave this on a positive note. He appreciates the hard work and dedication of the administrators, staff and teachers this year. He looks forward to a great continuance of the year in January.

Member Fisher recites his favorite quote, "The needs of the many outweigh the needs of the few or the one."

Member Lucas-Ross thanks the board for their continued professionalism and she is very honored to be a member of it. She also states Merry Christmas, Happy Holidays and Happy New Year.

Member Winstead thanks everyone for what they do and he wishes everyone Merry Christmas and Happy Holidays.

**Time and Date of Next Meeting**

Regular Governing Board Meeting: Thursday January 12, 2017.

**Adjournment**

There being no further business, the meeting adjourned at 1:34 p.m.

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

# 7 A

Approval of the OES Out of State Field Trip to the Junior Theatre Festival in Atlanta, GA, January 13-15, 2017

Donnie Hopper

Oasis Elementary School:

Junior Theater Festival

Friday, January 13-15, 2017

Cobb Galleria, Atlanta, GA

Southwest Flight #32, leaving Friday at 6:00 am, RSW to ATL

Southwest Flight #619, leaving Monday at 3:20 pm, ATL to RSW

Hotel- Waverly Renaissance Hotel, attached to Cobb Galleria

Chaperones- every child has one parent with them, so 21 kids, 21 parent chaperones, 3 teachers

# **7 B**

**Approval of the OHS Model United Nations Out of Town Field Trip to the University of Florida in Gainesville, FL., January 20-22, 2017**

**Shannon Treece**

# Field Trip Request

QUESTIONS

Model United Nations

RESPONSES

11

responses



SUMMARY

INDIVIDUAL

Accepting responses

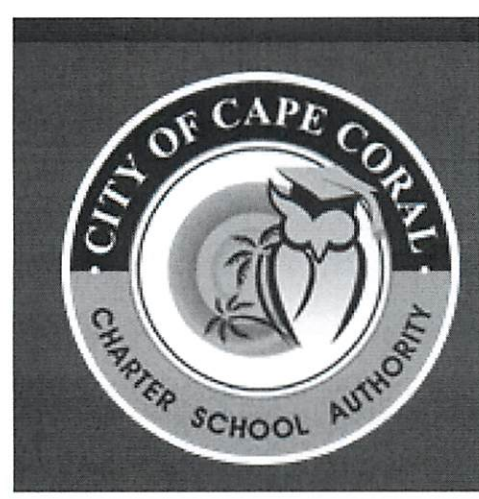
< 11 of 11 >



Responses cannot be edited

## Field Trip Request

Required



Model United Nations

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Sponsor? \*

Clinton Mills

---

Where? \*

Gainesville, University of Florida

---

When? \*

If you are going for multiple days, please include the range.

January 20-22, 2017

---

Who? \*

(How many students)

2

---

Purpose of Trip

For students to participate in debate and create resolutions for global issues being discussed in the United Nations

---

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Overnight? \*

☐ No

☒ Yes

If overnight, how many nights?

---

Out of Lee County? \*

☐ No

☒ Yes

Transportation \*

☒ Charter School System Bus (Cost per student = \$15/hr of trip divided by students, 4 hour trip = \$60/25 students = \$2.50)

☐ Renting a Charter Bus (Cost per estimate/invoice)

☐ Shark Van

☐ Other : \_\_\_\_\_

145.00

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Submitted 12/6/16, 2:1

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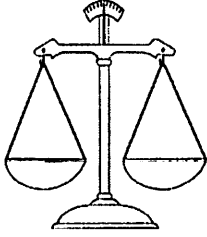
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# 13C

Approval of the Amendment to Superintendent's Employment Agreement  
Allowing an Additional Evaluation and Goal Setting

Bill Buztrey



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## CITY ATTORNEY'S OFFICE MEMORANDUM

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**TO:** Charter School Governing Board

**FROM:** William P. Buztrey, Assistant City Attorney


**DATE:** January 4, 2017

**SUBJECT:** Amendment to Superintendent's Employment Agreement Allowing an Additional Evaluation and Goal Setting

Attached is a proposed amendment to the Administrator's (Superintendent's) Employment Agreement. The amendment explicitly grants the Charter School Authority Board (Board) the right to evaluate the Superintendent during the calendar year in which the Employment Agreement expires. Also, the amendment provides the Board an opportunity to collaborate with the current Superintendent to establish measurable goals and objectives for the current and future school years. This would be especially useful if the Board is contemplating retaining a current Superintendent and offering him or her a new Employment Agreement. The current Employment Agreement does not specifically address these issues.

Again, I would remind the Board that the current Superintendent's Agreement expires on June 30, 2017. The current Employment Agreement does not automatically renew if the Board takes no action on the Superintendent's employment status. The current Employment Agreement provides that if the Board is not going to renew the Superintendent's Agreement, it must provide him at least 90 days written notice on non-renewal. There is a 30 day grace period in which the Board may provide a late notice of non-renewal. However, if the Board provides notice of non-renewal with less than 60 days remaining until the expiration of the contract, the Board is obligated to pay the Superintendent a one-time payment of \$1,000. The notice of non-renewal should be provided to the Superintendent before March 31, 2017. This date is fast approaching and the Board should start giving this matter serious consideration.

At this time I wish to inform the Board that I will be retiring on February 10th, and this will be my last Board meeting. You will be in good hands after my retirement. Dolores Menendez, the City Attorney, who has an educational background herself, will be attending the Board meetings. Gail Roberts is already drafting employment agreements and is handling any employment law matters involving charter school personnel. Other members of the City Attorney's Office will be able to provide any legal assistance to the Authority, as needed. I have thoroughly enjoyed working with and advising the Board and charter school staff, and I wish nothing but success for the future of the City of Cape Coral Charter School System.

  
William P. Buztrey  
Assistant City Attorney

cc: Nelson Stephenson, Superintendent  
Dolores D. Menendez, City Attorney  
Gail G. Roberts, Assistant City Attorney

**ADMINISTRATOR EMPLOYMENT AGREEMENT  
CONTRACT AMENDMENT #1  
SECTION 5, EVALUATION**

Reference is made to the contract entered into between the Cape Coral Charter School Authority (Authority) and Frankie Nelson Stephenson (Administrator) on the 12<sup>th</sup> day of November 2014 for Administrator Employment Agreement (Agreement). That Agreement is amended effective when the last of the parties executes this amendment.

Notwithstanding anything herein to the contrary, at any time during the calendar year in which this Agreement expires, the Board shall have the right to perform an evaluation of the Administrator. This evaluation shall not entitle the Administrator to any increased compensation. In addition, the Board and Administrator may jointly establish measurable goals, objectives, evaluation criteria, standards and procedures that may be used if the Agreement is renewed or extended, or any new Agreement is executed. The Board at any regular or special meeting shall advise the Administrator of its desire to establish evaluation criteria and standards. If thirty days after such action is taken by the Board, the Administrator 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.

All other terms, conditions, and specifications of the aforementioned Agreement are incorporated herein by reference and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement in the City of Cape Coral, Lee County Florida, on the dates indicated beside their names.

<b>ADMINISTRATOR</b>	<b>CAPE CORAL MUNICIPAL CHARTER SCHOOL AUTHORITY</b>
Frankie Nelson Stephenson	Jessica Cosden, Chairwoman

_____ Signature	_____ Date	_____ Signature	_____ Date
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APPROVED AS TO FORM:

\_\_\_\_\_  
William Buztrey  
Assistant City Attorney

## **ADMINISTRATOR EMPLOYMENT AGREEMENT**

This EMPLOYMENT AGREEMENT is made this 12th day of November, 2014 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 "Administrator").

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, Administrator is an individual who has significant education, training, and experience in charter school administration, and

WHEREAS, the Authority and Administrator 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 Administrator as follows:

### **SECTION 1: TERM**

The initial term of this agreement shall commence on December 15, 2014 and terminate on June 30, 2017.

### **SECTION 2: DUTIES**

Administrator shall be employed by the Authority as Charter School Administrator (Administrator). Administrator shall devote his full time and attention to performing the functions and duties of Administrator, 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. Administrator shall comply with and abide by all rules and regulations promulgated by Authority and all pertinent statutes, rules, and regulations of the State of Florida. The Authority shall have the power to determine the standard of performance to be maintained by the Administrator. For purposes of this Agreement, the term "Administrator" 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. The duties of the Administrator may be changed or modified at any time by the

mutual agreement of the Authority and Administrator. During the term of this Agreement the term "Administrator" may be changed to "Superintendent". Notwithstanding such change in terminology all provisions of this Agreement applicable to Administrator shall automatically apply to the person designated Superintendent without the necessity of having to amend this Agreement. The Administrator shall not be required to live in the City of Cape Coral.

### **SECTION 3: COMPENSATION**

In consideration of the services rendered under this Agreement, Administrator shall receive an annual salary of \$115,000 commencing on the first day of the effective date of this contract and payable in bi-weekly installments. Administrator shall be paid for time worked biweekly in arrears and his compensation shall be annualized. Administrator will work all non-weekend days pursuant to the school calendar adopted for that school year except as otherwise may be provided herein. Administrator shall be considered a 12 month employee. Administrator shall work 261 days during the school year which shall be defined as the period from July 01 of one calendar year to June 30 of the next calendar year or a pro rata number of days if work is commenced in the middle of a school year. Where there is a discrepancy between the number of work days stated in this Agreement and the adopted school calendar for any school year, the work days for the Administrator indicated by the school calendar adopted for any school year shall prevail. Administrator's compensation shall not be changed because of the differing number of days Administrator works during any school year unless the Charter School Authority Board expressly amends this Agreement changing the number of days Administrator is to work during any school year. The adopted school year calendar for each school year that is covered by this Agreement or any amendments or modifications thereto is incorporated herein by reference and made a part of this Agreement. The number of work days and non-work days may be modified by the state of Florida or the Authority for good cause, including but not limited to, emergencies and operational necessity. Such calendar modifications shall be considered to be incorporated into this Agreement.

### **SECTION 4: RETENTION PAYMENT AND PENALTY FOR EARLY TERMINATION**

Providing Administrator has not tendered a written or oral intent to terminate this Agreement prior to the termination date of this Agreement or the Authority has not terminated or provided a notice of termination to Administrator prior to the termination of this Agreement, Administrator shall be entitled to payment of a retention payment in the amount of \$5,350, payable within ten days of the natural expiration of this Agreement. The retention payment will be in addition to any other compensation to which Administrator may be entitled.

If Administrator resigns prior to the expiration of this Agreement, Administrator agrees to pay the Authority as a buyout up to twenty (20) weeks of his annual salary or the remaining amount of time until the contract expires, whichever is less. Administrator agrees that Authority may deduct from any compensation or moneys owed to him the amount of any buyout owed by Administrator to the Authority. Further, Administrator agrees that if the amount of his buyout obligation exceeds the compensation and moneys due and owing to him, that Authority has the right to sue Administrator personally to recover any difference and that, if the Authority prevails, Administrator will be liable for all of the Authority's costs of collection, including reasonable attorney's fees.

## **SECTION 5: EVALUATION**

At the June board meeting of each calendar year, except as otherwise may be provided herein, the Authority shall evaluate the Administrator based on criteria to be determined by the Authority which in its sole discretion may consider, a merit salary increase for Administrator based on performance and available budgeted funds. In lieu of or in addition to any merit salary increase to which Administrator may be entitled, Authority, may authorize the payment of a lump sum or other compensation to Administrator, in amounts and on terms determined by the Authority in its sole discretion. This Agreement will be automatically amended without the parties having to take any further action to reflect any salary modification, payments or other compensation authorized and approved by the Authority.

At the June 2015 meeting Administrator will be evaluated by the Authority Board based on criteria determined and promulgated by the Board. At this evaluation Administrator will not be eligible to receive any salary increase or other payment. At each subsequent June Board meeting during the term of this Agreement Administrator will be evaluated and eligible for a salary increase and/or lump sum payment to be determined by the Board in its sole discretion. The Board is obligated to evaluate the Administrator at every June meeting except that the Board is entitled to one continuance of the Administrator's evaluation to the next regularly scheduled Board meeting. Failure by the Board to evaluate the Administrator by June of the calendar year or after the one continuance will automatically grant the Administrator a two (2) percent base salary increase. Administrator will not receive any salary increase or bonus if he resigns or is terminated prior to his scheduled evaluation.

## **SECTION 6: BENEFITS**

The Charter School Authority shall pay the employer's share of any Florida Retirement System (FRS) option for which Administrator qualifies. Initially Administrator shall be enrolled in the regular class of the FRS; however, upon mutual agreement of the Authority and Administrator, he may be enrolled in a different class of FRS option without this Agreement having to be amended. Administrator will pay any statutorily required contribution for his participation in the FRS. Authority will provide at no cost to Administrator 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. The effective date of such plan shall be governed by the provisions of the plan in effect as of the date of this Agreement. In addition for himself only, Authority will provide and pay for life insurance, accidental death and dismemberment insurance, long term disability, dental insurance, and vision insurance. At his own expense Administrator may participate in the Authority's supplemental life insurance, deferred compensation and other benefits. Details of the above benefits are on file with the Authority and may be reviewed by Administrator.

## **SECTION 7: LEAVE**

Administrator shall earn leave time at a rate of twenty five (25) days per school year credited in advance at the beginning of each school year. Such leave not used during the school year may be carried over to the next school year up to a maximum of ninety (90) days of total leave. Once ninety (90) days of total leave are accrued by Administrator, 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 (8) hours and leave may be taken

in amounts of less than one day and converted into hours. Administrator 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 Administrator. 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 Administrator will not be paid for any vacation leave days upon termination or resignation. In addition, Administrator 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 Administrator's educational knowledge that would benefit the charter school system. Such leave shall not unduly disrupt the charter school system. Upon the termination of this contract or the Administrator's leaving the employ of the Authority, Administrator will be paid for any unused leave time at his then current rate of pay, but will not be paid for any unused professional leave. Authority, chairperson, or in the absence of the chairperson, the vice-chairperson, is required to approve Administrator's request for any leave. Administrator 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 Administrator is required to work during a school year. Benefits, except for leave accumulation, may be changed at any time during the term of this Agreement by the Authority. Authority will provide at least thirty (30) days' written notice preceding any change or modification of benefits and thirty (30) days' written notice if leave accumulation is changed.

#### **SECTION 8: GENERAL BUSINESS EXPENSES**

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

Reasonable professional dues and subscriptions;

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

2. 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 Administrator to become an active member in local civic clubs or organizations.

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

The Authority shall provide Administrator with a computer, software, fax/modem, and cell phone allowance of \$80.00 per month for Administrator to perform his job and to maintain communication. This Agreement will be amended to reflect any modification of the cell phone allowance authorized and approved by the Authority. The Authority may pay for additional expenses incurred above and beyond any cell phone allowance provided such expenses are related to the performance of Administrator's duties as established under this Agreement. Within five (5) days after termination of employment, whether voluntary or involuntary, Administrator shall

return to Authority or its designee all equipment or items in the possession of former Administrator that are the property of Authority. For any equipment or items not returned to Authority, Administrator hereby authorizes Authority to withhold from any funds due Administrator upon termination the replacement cost for any equipment or items not returned within the five (5) day period.

## **SECTION 9: QUALIFICATIONS FOR POSITION**

Administrator must possess a current, valid Florida certificate in educational leadership at all times to serve as Administrator. This Agreement is conditioned on Administrator being legally qualified to hold the position(s) for which Administrator 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). Administrator 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 Administrator not being hired, or if hired, being immediately terminated for breach of this Agreement. If Administrator's certificate(s), indicia, or authorization is under revocation or suspension; or there are pending disciplinary actions or investigations against Administrator in Florida or any other jurisdiction that Administrator is or should be aware of; or there is disciplinary action pending or likely to be filed because of conduct or actions by Administrator then Administrator shall be deemed to have failed the background investigation. Administrator shall report whether any teaching or other educational certificate ever held by Administrator was ever suspended or revoked in any jurisdiction. Administrator 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 Administrator by any authority, or any act committed by Administrator that could lead to disciplinary action against Administrator or that would adversely reflect on Administrator's ability to continue serving the Authority.

## **SECTION 10: DISQUALIFICATION**

Failure to possess a valid Florida certificate, if required, for the position(s) for which Administrator is employed or to disclose information at any time during the term of this Agreement which would disqualify Administrator for the position(s) for which Administrator is employed will cause immediate termination of this Agreement by the Authority.

## **SECTION 11: TRAINING**

Authority shall have the right to require Administrator'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.

## **SECTION 12: TERMINATION**

Administrator 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. Commission of any of the following acts by the Administrator constitute grounds for the



Authority to immediately terminate Administrator "for cause" under this Agreement: Administrator is charged with a felony crime; Administrator commits a crime of moral turpitude such as an act of fraud or other crime involving dishonesty; Administrator violates the Authority's Drug Free Workplace policy as it may be amended from time to time.

In the event of termination for cause, Authority shall have no obligation to Administrator 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 Administrator 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 Administrator for all appropriately documented expenses incurred by Administrator before the termination date that are otherwise reimbursable to Administrator under this Agreement.

In the event of termination without cause by the Board, Administrator shall receive four (4) months' severance pay, paid in bi-weekly increments. In exchange for the severance, Administrator waives any rights available pertaining to such termination.

If Authority elects not to renew this Agreement with Administrator, Authority shall provide Administrator at least ninety (90) days written notice of non-renewal prior to the expiration of this Agreement to be sent to the address for Administrator listed in this Agreement, as it may be changed from time to time. Notwithstanding the foregoing, Authority may provide notice of non-renewal to Administrator at any time prior to the expiration of this Agreement. However, if Authority provides notice of non-renewal with fewer than sixty (60) days remaining until the expiration of the contract, Authority shall make a one-time payment of \$1,000 to Administrator. After providing notice of non-renewal to Administrator, Authority may, at its sole discretion place administrator on paid leave with duties to be determined by Authority while Administrator is on paid leave.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Administrator to resign at any time from his position provided, however, that Administrator shall give the Authority written notice at least ninety (90) days prior to the effective date of such resignation. Authority may, at its sole discretion, shorten the time of notice and may allow Administrator to terminate his position earlier and pay Administrator severance pay in an amount of not more than four (4) months of his then annual salary. If Administrator resigns without providing Authority ninety (90) days notice, Authority reserves the right to deduct from any compensation or funds due Administrator the sum of \$100 for each day the Administrator's notice is less than the required ninety (90) days. By way of example, if Administrator provides Authority with 60 days rather than the required 90 days notice, the Authority will have the right to withhold \$3,000 (30x\$100) from any compensation or funds due Administrator.

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

Administrator is expected to be present at his assigned school or work station each and every scheduled work day indicated by the school calendar 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 Administrator must, without additional compensation, devote

additional time outside of the normal work day to properly perform his assigned duties.

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

Administrator shall devote his full attention and effort to the position and shall perform the duties and functions assigned to him in a professional manner. Administrator 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, Administrator 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. Administrator 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 Administrator is discouraged. However, the Authority will consider secondary or outside employment by the Administrator on a case by case basis. Before accepting any secondary employment Administrator shall notify Authority in writing. The Authority shall consider the Administrator's written request and at its discretion decide whether to consent or not to the Administrator's request for such secondary employment

#### **SECTION 15: INDEMNIFICATION**

To the extent permitted by law, the Authority shall defend, hold harmless, and indemnify Administrator 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 Administrator's employment and performance of the Administrator's duties as Charter School Administrator. 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 Administrator 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:** City of Cape Coral  
1015 Cultural Park Blvd. Cape  
Coral, FL 33915  
Attn: Human Resources Director

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

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

C. This Agreement shall become effective upon its execution by all parties.

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 \_\_\_\_\_, 2014.

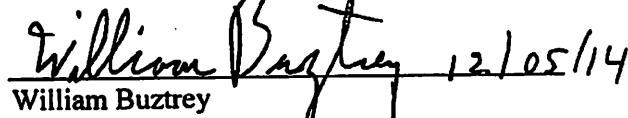
ADMINISTRATOR

  
Frankie Nelson Stephenson

CAPE CORAL MUNICIPAL  
CHARTER SCHOOL AUTHORITY

  
Amy Jackson, Chairwoman

APPROVED AS TO FORM:

  
William Buztrey  
Assistant City Attorney