



Marco Island Charter Middle School

1401 Trinidad Avenue • Marco Island, Florida 34145 Phone (239) 377-3200 Fax (239) 377-3201

Where Children Learn to Succeed

APPROVED MINUTES: *February 22, 2011 Board of Directors Workshop*

- I. Call to Order
 - II. Roll, Pledge of Allegiance
 - III. Approval of Agenda
 - IV. Charter Contract
 - V. Adjourn
-

CALL TO ORDER 6:10PM

ROLL CALL/PLEDGE OF ALLEGIANCE

Cathy Cleary, Secretary
Gail Collins, Member
Bill Hollowsky, Treasurer
Stephanie Percel, Member
Elisabeth Summers, Member (arrived approx 10 minutes into meeting)

AGENDA APPROVAL

Motion by Cathy Cleary to approve agenda; Second by Stephanie Percel; Motion passed unanimously.

DRAFT CHARTER CONTRACT DISCUSSION

George Abounader

Purpose of workshop - to review and discuss questions with district representative, Susan Wallace, Director of Non-traditional Schools and Programs.

State requirements are reason for new contract template.

Susan Wallace's role - messenger for the district, working with Mr. Jon Fishbane, School Board/General Counsel; Mrs. Michele Labute, district Chief Operations Officer; Mrs. Martha Hayes, Chief Instructional Officer; and Dr. Dennis Thompson, district Superintendent.

Intent for charter contract to be on consent agenda for the district school board meeting March 15, 2011.

Some language contained in the draft contract refers to start up schools, and will be deleted when not applicable.

District recommendation will be approval of contract renewal.

DISCUSSION ITEMS

Page 1

Original application - Susan Wallace will forward to board members via email.

Is March 15th, 2011 the required date?

Susan Wallace – District deadline is April 1st for notifying the school if they intend to renew the contract. If there are issues with details of the contract, we will have to ask for an extension.

Line 17 – change wording to indicate charter school has operated for 13 years.

Susan Wallace – Separate appendix for items that have changed should be added.

Page 2

Lines 45 – 48 will be deleted, as they are not applicable.

Lines 55 and 56 refer to implementing programs mentioned in original application, which will need to be included for review.

Lines 61 – 63 ... “Reading as primary focus” for curriculum is required by state statute.
George Abounader - All students receive special instruction in reading, in addition to required groups of students.

Line 66, section 4, Appendix 3 – there is no separate plan. District plan in use.

Lines 69-71 Reference to summer program. Is this limited to grades 6 – 8 as previously specified?
Susan Wallace will check state statute wording regarding flexibility for high achieving charter schools serving additional grade levels.

It was suggested to change the wording by adding “during the school year.”

Duration of Contract

Susan Wallace – By statute the school has the right to request up to 15 years.
The district has indicated concern with 15 year period.
The MICMS school board will need to decide what time frame to request/negotiate.
Some expressed 15 years would be appropriate, as the school has been high achieving and has shown fiscal responsibility.

Page 3

Line 80 Accountability - refers to the state assessment system (FCAT)
This is the minimum requirement.
George Abounader - We may be conducting additional assessments

Line 94 Audit discrepancies (5% or greater) - is a standard state recommended provision.

Line 88 Susan Wallace – “local law” will be deleted, as not applicable.

Lines 101 – 102
Wording relating to “any action” by the school, “just cause” and timeframe for correction - is vague.
Susan Wallace explained the provision relates to safety and health issues, and requirements would vary depending upon a given situation.

Page 4

Lines 124 – 168 are standard state legislation.

Lines 157 – 168... regarding immediate termination - also relates to the student health and safety issues.

Page 5

Line 172 Governing body is responsible for all debt – is this personally and separately liable?
George Abounader – Yes.

Through out page 5 there are items worth clarifying with legal consult.
Lines 184 – 186 and lines 190 – 199 regarding assets and debt, may be statute based.

Line 182 any leases are automatically cancelled upon termination.
What non-public assets are available to use in a case like this?
Maria Hayden will go through liabilities with Bill Hollowsky.

Lines 200 – 207 Are we are in compliance with all listed statutes? George Abounader – Yes.

Page 6

Line 233 Regarding Conflict of Interest policy. Do we follow this now?

How broad is statute? Does “school” mean every employee?

Line 241 What is article 9?

Not sure. Will look up.

Page 7

Line 255 – 260 Are these new or standard requirements?

Will any of these requirements cause an increase in program costs?

George Abounader – No. Although a new computer lab may be required to execute new end-of-course exams and state testing.

Line 268 Implement current baseline standard of achievement...

May refer to start up school.

Implementing a school improvement plan is new.

Deadline for development is Oct. 31.

Demographics of enrollment is changing.

Lines 252 – 254 ...employ appropriate instruments, and collaborative as appropriate, please define.

George Abounader – we use researched assessments.

The state anticipates a drop in school grades, as testing format is changing.

Page 8

Line 300, 6A, rule 10991 – is this a new rule with new costs, programs, requirements?

Are all rules available on the district website?

Susan Wallace will send web links.

Line 321, appendix 4 – do we have one?

Line 324 - nothing different, we follow district plan.

Page 9

Line 339 State and district data processing system, do we follow all statutes?

George Abounader – Yes.

Line 359 District course directory, reworded.

We are able to offer more courses than regular county schools.

Page 10

Class size – are we in compliance?

George Abounader - Yes.

Charter schools are exempted, although this may change.

Only core classes have requirement.

Lines 399 and 413, Appendix items. Enrollment plan; Parent Contract needed for appendix.

Lines 376 – 378 Should geographic boundaries rather than specific schools?

Zone boundaries, although they may change, are implied.

Does not preclude eligibility for all Collier County students.

Line 375 “Inter-district agreement” does not exist at this time. Delete line.

Line 381 Grade levels specified, goes back to previously questioned limitation.

Correct wording to include “Grades” 6-8.

Line 398 Acceptance; Diversity of community.

Goal is to strive for diversity similar to that in the general zone we serve, originally based on Tommie Barfield Elementary enrollment.

Page 11

Line 436, Rule 6A, 60331 Are we following these?

George Abounader – Yes.

Line 434, Appendix 6 Where is our non-discrimination policy?

May be district policy. Verify.

Stephanie Percel – it should be appendix 7.

Line 449 Are we compliant w/ rules and statutes?

George Abounader - Yes.

Line 442 and line 451

Re-evaluations and delivery of all services, is it standard for schools to cover cost? Yes.

Page 12

Line 477 District fee to school

Susan Wallace – Statute allows the district to charge up to 5% for the first 250 FTE students.

Maria Hayden calculated estimates based on Department of Education worksheet for the 2% on all students (we currently pay) and the 5% on the first 250.

Susan Wallace will find out how the calculation will be determined.

It was unclear if the district calculation is intended to include Categoricals, or FEFP alone.

The difference in cost estimates demonstrated:

2% fee, as currently used: \$ 48,846.00

5% fee of first 250 FTE including Categoricals: \$120,000.00

5% fee of first 250 FTE w/out Categoricals: \$ 54,000.00

Line 458 IEP Committee consists of what individuals?

Varies. Committee designated by school.

Section I - Equal Access to all programs... opportunity based on testing, level of ability.

Line 498, 494 All programs in place?

George Abounader - Yes.

Are teachers certified?

George Abounader – The ones who need to be are.

Page 13

Appendix 8

Line 510 Sponsors Code of Student Conduct.

Referenced in student agenda, along with additional rules specific to MICMS.

Page 14

Line 533 FL Dept of Education worksheet - is template for calculating percentage (district sponsor fee).

Line 553 Training support available at a cost... administrative fee includes training for data entry.

Additional training offered for free if no cost is incurred by the district.

If district pays a fee, they pass on cost.

The charter school is charged for some items regular public schools are not.

Line 561 – 568 Distribution of funds schedule

Page 15

Title I Funds – do we receive any?

George Abounader - Yes, there is a grant we have received for tutoring and transportation of migrant children.

Page 16

Line 646 Reference to fee.

Line 649 Are there services to which we are entitled that we are not receiving?
George Abounader - No.

Susan Wallace – Defining services will become more clear and standardized with 2 new charter schools in the county.

Line 639 Capital Outlay – is money for building.
We are not eligible right now, but may be in the future.

Is the scope of services adequate?
George Abounader - Yes.

Page 17

What changes do other Collier County public schools charge?
Yearbooks, tissues, etc. We are not charged for textbooks.

No tuition charge.
Volunteer basis.

Page 18

Referenced Red book. We do this? Yes.
Line 713 Monthly financial statements deadline.
Property inventory.

Elizabeth Summers had to leave the meeting.

Page 19

Line 766 Do we provide IRS form 990?
We will need to provide it to the district.
Line 787 FDOE TAN? This item will be removed from contract.

Lines 751 – 753 Is 2.5% or higher standard?
Will check.
Part of audit.

Page 21

Building Agreement... District paints buildings?
Yes, based on a county wide schedule for all schools.
Compressors are the district's responsibility, although maintenance is the school's responsibility, using district contractors.

Susan Wallace – changed wording ... relative to the school building, “which houses”...

Dissolution – “Sponsor's” property becomes property of sponsor...
Intended wording, “School's” property becomes property of sponsor... will be corrected.

Line 816 Emergency Plan – do we follow district plan? Yes.
Amend 816 – school has adopted district plan.

Page 22

Lines 828 – 829 Susan Wallace – minor change in wording... school and sponsor may continue to enter into a separate contract...

Line 835 Are we in compliance with transportation? Yes.

Line 837 Private Providers – are also in compliance.

Page 23

Keeping first and second sentences, deleting last sentence... “May” maintain status, not “shall.”

Line 859 Florida Statute 76828 – will look up.

Lines 874/ 877 What is the school's errors and omissions policy?
"Leaders" or "Leader's" Will check insurance certificate for correct usage.

Line 892 – 894 Third party claims. ... make available to sponsor and school at our expense assistance and information... Wording vague. No set limit. Check with legal counsel.

Page 25

All insurance limits are in compliance? Yes.
Are limits standard? Yes.

Page 26

Liability/ workman's comp
Line 943 – 945 School includes sponsor within errors & omissions (additional insured)?
Is this requirement new?

Page 27

Line 1003 "The school occupies" delete.
Owned by sponsor... The school shall provide...

Line 1019 - 1021 Susan Wallace - Rewording... Its subcontractors... and/or its independent contractors...

Page 28

School is public employer, so they can be part of Florida Retirement.

Line 1049 organizing group refers to whom? Delete intro, 4a, and 4B, keep C.

Are we compliant with public records? Yes.

Page 29

We don't publish our meeting calendar for full year. Published as scheduled.

Line 1081 Re-phrase wording... meetings, as they are scheduled, or take out, "for the school year"...

The school's governing board will publish meeting schedule in accordance with its bylaws.

Assessment programs

Page 30

Line 1121, section A – Remove.

Page 31

Hiring practices (federal) We follow.
All staff fingerprinted.

Line 1164 – Does this apply to substitute teachers? No.
Applies to para-educators, tutors. Will check.

We don't have sub-finder system.

Line 1181 – Leave available to sponsor employees... (for district employees who choose to work at this school).

Line 1163 NCLB (correction)

Line 1186, Item 10 change wording to say instead of "racially" diverse, "staff that is diverse in composition."

Page 32

Do we have an employee handbook, code of ethics? Yes.
Line 1233 Is this the way it is now? No.

Employees will be informed about change in procedure.

Page 33

Federally funded training.
Line 1236 -1242 Teachers will be informed of change.

Page 34

Are any of these new things we will need to do?
Quarterly Academic Report – will be deleted, district has all data.
Annual – new reports, student achievement given to the state.
Add School Improvement Plan
Add updates or amendments to list of annual reports heading.

Page 35

Line 1308 change wording to say mutual approval between two parties.

Page 36

Reason for choice of laws being Collier County – to keep everything local, and costs down.

Page 37

Dispute procedure – is this district policy? Will check application.

Page 38

List of revised appendices
Appendix 13 – Drug Free Workplace policy.

Page 39

Line 1421 Collier County School Board Attorney

Jon Fishbane is representing the district.

Does the school have independent counsel? No.

Suggestion to obtain independent counsel. George Abounader will contact Marco Academy's attorney, as the contracts are designed from the same template, and he/she would already be familiar with it.

If we need an extension letter, vote to approve renewal, extending formalizing contract details, pending independent review.

No other school in the county has used this contract template.

Cathy Cleary motioned to adjourn meeting. Second by Stephanie Percel. Motion passed unanimously. 9:00PM

