



## **Babcock Neighborhood School Governing Board Meeting**

**Location:** Woodlea Hall  
42850 Crescent Loop  
Babcock Ranch, FL 33982

**Date/Time:** Tuesday, July 11<sup>th</sup>, 2017 @ 5:00PM

### ***Mission***

The mission of Babcock Neighborhood School is to prepare kindergarten through grade eight students to become independent, creative and compassionate lifelong learners, leaders and problem solvers through an environmentally focused “greenSTEAM” educational program that integrates science, technology, engineering, the arts and mathematics within a thoughtfully prepared holistic learning environment.

### ***Agenda***

**1. Call to Order-1 Minute**

**2. Additions or corrections-Up to 5 Minutes**

**3. Approval of Minutes (6.13.17)-Up to 5 Minutes**

**4. Public Comment on Agenda Item -As Needed**

**5. Reports-Hold questions until after each presentation**

- a. Principal (**Attachment A**) -Shannon Treece-Up to 10 Minutes
- b. Consultant (**Attachment B**) -Dr. Christy Noe-Up to 5 Minutes
- c. Financial (**Attachment C**)-Dr. Christy Noe/Jennifer Languell-Up to 10 Minutes
- d. Nominating Committee-Sarah Spector-Up to 5 Minutes

**6. Consent Agenda – Up to 5 Minutes**

- a. Approval of BNS Teacher Contract-2017-2018 (**Attachment D**)
- b. Approval of BNS 2017-2018 School Calendar (**Attachment E**)

**7. Old Business**

- a. Sunshine Law Reminder-Melissa Gross-Arnold-Up to 5 Minutes

**8. New Business**

- a. August Contracts-Melissa Gross-Arnold- Up to 5 Minutes
- b. Facility Use Agreement (**Attachment F**) -Melissa Gross-Arnold-Up to 5 Minutes

**9. Comments-As Needed**

- a. Public
- b. Attorney
- c. Board (good of the order)
- d. Principal

### **Adjourn**

#### **Public Comment**

*The public is invited to speak. Comments are limited to 3 minutes. The board may not answer questions during the meeting but the staff member may answer questions after the meeting.*

**Next Meeting: Tuesday, August 8, 2017 @ 5:00PM Babcock Neighborhood School (if possible).**



## Babcock Neighborhood School Governing Board Meeting

Minutes: 6.13.17

Location: Woodlea Hall  
42850 Crescent Loop  
Babcock Ranch, FL 33982

### **Mission**

The mission of Babcock Neighborhood School is to prepare kindergarten through grade eight students to become independent, creative and compassionate lifelong learners, leaders and problem solvers through an environmentally focused “greenSTEAM” educational program that integrates science, technology, engineering, the arts and mathematics within a thoughtfully prepared holistic learning environment.

### **Agenda**

#### **1. Call to Order**

Meeting was call to order by Chair Lewis at 5:01 PM

Members Present: Jim Gelardi (JG), Robert Kenny (RK), Jennifer Languell (JL), Richard Lewis (RL), Dorothy Rhea (DR), Sarah Spector (SP)

Member(s) Absent: Amy Biener (AB)

Staff Present: Shannon Arthur, Natalie Burns, Christy Noe, Shannon Treece, Erica Woods

#### **2. Additions or corrections**

- Add: Resignation of Board Member after agenda item #4.
- Add: Report of Nominating Committee to agenda item #5.

#### **3. Approval of Minutes (5-9-17 and 5-23-17)**

- Motion to approve 5-9-17 and 5-23-17 minutes made by JL and seconded by DR.  
*All “Ayes” motion passes*

#### **4. Public Comment on Agenda Item**

- None

#### **Addition to Agenda:** Resignation of board member

Member AB submitted her resignation due to a possible conflict of interest. Chair RK received the resignation via email and accepted it. A letter should be sent to Amy thanking her for her service.

#### **5. Reports-**Hold questions until after each presentation

- a. Principal (**Attachment A**)-Shannon Treece
- b. Consultant (**Attachment B**)-Dr. Christy Noe
- c. Financial (**Attachment C**)-Amy Biener
- d. Babcock Ranch Update-Erica Woods

#### **6. Consent Agenda**

- a. Revised-Lease Agreement (**Attachment D**)
- b. Revised-Ratify Inventory Control Policy (**Attachment E**)

d. New Teacher/Staff Hires (**Attachment F**)

- Motion to approve consent agenda made by DR and seconded by SS.  
*All "Ayes" motion passes*

**7. Old Business**

a. Revised: Approval of the Century Link Contract (**Attachment G**) -Dr. Christy Noe

- Motion to approve the revised Century Link contract made by SS and seconded by JL.  
*Discussion held.*  
*All "Ayes" motion passes*

**8. New Business**

a. Discussion: CS/HB 7069 — Education (**Attachment H**)

- Can we opt out of the VAM score? The state still hasn't come up with an accurate algorithm.
- Can we take advantage of the Best & Brightest scholarships?
- Would like protocol for board members and public events. Can more than one be present at a time.
- Charter schools can access local mileage rate. We will let Charlotte County know we are aware of this.

**9. Comments-As Needed**

a. Public

- Parent states that she is a little disappointed to hear the students will not be intermingling. Principal Treece states that there will be projects shared between the grade levels so there will be shifting.
- Parent states there hasn't been a worry or concern that has not been relieved by Principal Treece.

b. Attorney

c. Board (good of the order)

- RL states that committees should be formed after school opens. Strategic Planning should take place in late August or early September.
- DR asked if the board will be able to meet the teachers. Will check with Melissa about whether the public needs to be noticed if more than one board member attends the Back to School Burger Flip.
- JL asked what we are missing in funding.
- Jeb Bush arrived at the board meeting.

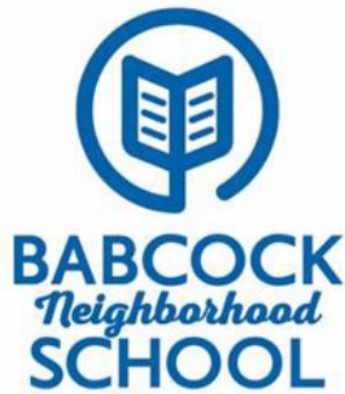
d. Principal

- Principal Treece is thrilled about the progress being made on the school. Things are moving quickly and with the teachers on board it feels right. The teachers are in a place where they can do what they need to do to teach. Our teachers are from Charlotte County, Lee County and one from Chicago.
- Dr. Christy Noe stated the board should feel good about what they have achieved in less than a year.

**Meeting was adjourned at 6:03 PM.**

**Public Comment**

*The public is invited to speak. Comments are limited to 3 minutes. The board may not answer questions during the meeting but the staff member may answer questions after the meeting.*



## Monthly Principal Report July 11, 2017

### NEW INFORMATION:

- **After School Care**

- This last month I have met with several individuals and worked diligently on creating a variety of opportunities for our students through the aftercare program. Contacts have been made with the Charlotte County Extension Office (setting a date to meet and discuss options), Charlotte County Public Library (spoken on phone and working to devise a plan to collaborate on getting books in the hands of our students), Bricks for Kidz, Lego Club (meeting scheduled for July 5th), Lightmark Aerial (Drone Company), musical outlets, and two different Martial Arts Schools. This list does not include the teachers in our building who will be offering after school clubs as well through collaborators at FGCU and beyond. Here are some of those ideas: STEM Tour Teams, Journalism, Reading, Girls on the Run, and other areas of interest that emerge with our students.
- The afterschool program will be designed to provide a safe and engaging environment for our students beyond the school day. Parents have been informed that there will be a cost to implement some of these programs due to the time of those sponsoring. There are not currently stipends in our budget and we will need to compensate teachers for their extended time and purchase supplies. One example of this is the STEM Tour Team. This club requires the students and teacher to log many hours of preparation prior to the competition. The teacher and I worked on a budget for this club specifically to get an idea of a reasonable cost and we believe we can offer the club for approximately \$70 for the year. This would cover her stipend and supplies for the club.
- After school care and extracurricular activities should be considered two different services. The care provided by the school is designed to be a

minimal cost and a service to families to bridge the transportation gap for families if needed. Extracurricular activities are truly specific enrichment activities that parent are permitted to enroll students in if they desire specific areas of opportunity (STEM Tour, Girls on the Run, and others). The before/after coordinator and I are beginning to build a schedule to honor as many opportunities as possible.

- **School Planning Information**

- Teachers have willingly continued to meet and make school decisions to get our school year started strong.
- Required Teacher Trainings will be offered in coordination with Charlotte County Schools: Bloodborne Pathogens, Safety, Confidentiality, First Aid, and others we deem necessary.
- Furniture will have been delivered and assembled by the time of this report.
- The coordination of classroom supplies and student supplies are currently being coordinated.

- **MySchoolBucks**

- The MySchoolBucks site will facilitate our school store and allow parents to pay on-line. This reduces the amount of handling of money for our very small staff and keeps our organization efficient with the procedures set in place with MySchoolBucks. Many local schools utilize MySchoolBucks for the same purpose.
- Parents will be able to purchase uniforms and other BNS items in the store, pay school fees, lunch costs, clubs, field trips.
- There is a 3.95% fee to parents for the service.
- By the time of the Governing Board Meeting this site will be launched.

## **UPDATES:**

- **Budget**

- Teacher Contracts are being signed (you will be voting on this on Consent Agenda) and I am pleased to share I was able to hire all staff at the budgeted amount.
- Christy continues to work with CenturyLink to negotiate an acceptable and affordable rate for our budget.
- The expenses related to our monthly utilities may be an area of necessary adjustment as we begin to acquire the actual numbers.
- **Custodial Bidding Process**
  - I met with a company on June 7th, they are working on quote for custodial services.

- This service is outside of our budget, but we will need to pursue a contract in the weeks ahead.

- **Buildings and Grounds Update**

- Our school is on schedule to open and will be ready for the required teacher trainings and students to begin on August 10.
- Our team will be trained on the school systems on July 14
- Furniture Delivery July 3rd and assemble on July, 5-7

- **Enrollment Updates**

- Lottery June 23, 2017
- Here is the current chart for enrollment as of June 28, 2017. Parents have until Friday, June 30, 2017 to accept seats awarded during the last lottery.
- The next lottery will take place on July 5, 2017.
- Currently, there are approximately twenty-five families that requested transportation on our records. Seven of those are from Charlotte County and that accounts for approximately eleven students.

	Applied	Waitlist	Confirmed	Accepted
K		10	30	4
K				
1		6	18	
2		5	18	
3	2	4	18	
4			22	2
5	1		15	
6			21	2
			<b>142</b>	<b>8</b>

- **Transportation**

- Transportation Surveys were sent to parents on June 26, 2017, to collect information from families interested in paying for transportation on their own. The families have until July 5 to respond to the survey. Currently ten people have responded. Good Wheels will be working out details and obligations with parents if enough individuals are interested.

- **Curriculum**

- **Project Lead The Way Training**
  - Lori McLain attended training June 26-28 for the Environment and Energy Model.

- Extended thanks to Rachel Boyce who helped make sure our staff was able to attend the training at FGCU.
- All teachers will be trained in the K-5 Launch Program July 31-August 1.
  
- **Assessments**
  - Our team is working on deciding if we have time and space to conduct Kindergarten Screenings the last week of July.
  
- **Uniforms**
  - Cost was considered in our selections
    - Shirts will be \$15/shirt and they must be purchased through the school (three school colors: sapphire, green, and gold)
    - Bottoms are permitted to be khaki, black, or navy blue (this allow families who have previous uniforms to utilize their inventory)
    - Nate Sallee is working with us to offer uniform bottoms at a discounted price for families who will need to purchase (these do not have to be purchased through the school).
  
- **Parent Meetings**
  - The parent meeting were well attended with approximately 75 people or more each night.
  - A presentation was given covering a variety of topics, questions were answered and culminated on a Q & A sheet that has been shared with those families who were unable to attend, along with the presentation.
  - The feedback was very positive

#### **UPCOMING DATES:**

- **August 5, Back to School Burger Flip**
  - RSVP for parents to attend was sent on June 30, with responded due by July 14.
  - Open House: Supply Kits, Transportation Packets, Uniform Pick-Up
- **August 10, First Day of Awesomeness** with students at Babcock Neighborhood School
  - Working with Charlotte County JROTC to possibly provide a Flag Ceremony Opening Morning



## Consultant Report

July 11, 2017

Christy Noe, Ph.D.

**CSP Grant-** Completed detailed response and revised budget as requested by FLDOE. Provided quotes for all items listed in grant, and justification for each item over \$1,000. Communicated with FLDOE Choice office about timeline, and contingency plan in case DOE 200-A wasn't signed by Commissioner.

**FF&E Order-** Worked with Babcock Property Holdings and Bill V. from Kitson & Partners to determine a contingency plan if DOE 200A was not signed prior to deadline to place order for furniture so that furniture could be delivered prior to school opening.

**Budget True Up-** Conducted detailed analysis of bank statements, financial reports, budget vs. actual expenditures and prepared a report for the governing board members. (attached).

**Budget Forecast-** Developed 3-month cash flow projections based on current FF&E needs, payroll, and other budgeted expenses for Kitson & Partners so they could ensure the school has working capital to place orders and make payroll prior to receiving any money from the district.

**Facility-** Conducted weekly conference calls with construction team to ensure Certificate of Occupancy is on track and issued no later than July 3. Worked with Charlotte County to get all necessary applications filed for inspections. Communicated with Charlotte County on progress towards CO and scheduled district walk through.

**Babcock Ranch Foundation-** Participated in BRF meeting and presented report/update on school. Discussed future financial needs of the school, staff update, enrollment update, and federal grant status.

**Marketing-** Participated in 3 marketing meetings related to parent meetings and upcoming burger flip. Assisted with planning details and logistics.

**Permanent Facility Planning-** Participated in 3 meetings related to permanent facility planning. Conducted research on designs for innovative schools and shared with team. Collaborated with Building Hope on enrollment projections, facility programming needs, and budget forecasting.

**Policy/Legal-** Worked with MGA on getting answers from FLDOE on meaning of "provide a facility" and what the threshold of \$10M means. Is it for 1 building, per school? Researched Statute related to concurrency and requirements for charter school in the workplace. Assisted with finalizing teacher contracts.



**Administration-**Assisted Principal as needed and worked with SA on financial reporting, development of POs, and other CSP grant related items. Participated in 2 parent meetings at BNS. Returned phone calls to parents who had questions about the school.

**CenturyLink-** Participated in 9 phone calls with CenturyLink staff, and Kitson staff to determine needs for the school internet and phone. Met with Danny Pate in Orlando and Amy Westwood to review current contracts and determine any cost savings. Currently CTL only has a 4.12% markup on our contract. The majority of costs are because we are paying for equipment up front. Phones, WAPs, and switches.

**ADP-** Assisted with employee onboarding process and determined payroll timeline. Worked with vendor on employee insurance and other benefits packages.

**EGIS-**Finalized insurance policy for the school and filed appropriate documents with the Charlotte County school District. Policy aligns with insurance requirements in our charter contract.

		Gross Pay	Pay per period	Three months Gross Projection	Payroll Liability 12% FICA WC and Unemployment	Benefit cost	Approximate ADP PAYROLL	
Administrative Staff								
Shannon	Treece	\$97,500	\$4,063	\$24,375	\$2,925.00	\$ 400.00		
Shannon	Arthur	\$48,000	\$2,000	\$12,000	\$1,440.00	\$ 400.00		
Instructional Staff								
Rachel	Crawford	\$42,500	\$1,634.62	\$9,808	\$1,176.92	\$ 400.00		
Christine	Carey	\$41,100	\$1,580.77	\$9,485	\$1,138.15	\$ 400.00		
Tiffany	Bishop	\$41,100	\$1,580.77	\$9,485	\$1,138.15	\$ 400.00		
Katie	Atkins	\$41,500	\$1,596.15	\$9,577	\$1,149.23	\$ 400.00		
Amanda	Joyce	\$41,500	\$1,596.15	\$9,577	\$1,149.23	\$ 400.00		
Shanon	Admire	\$43,000	\$1,653.85	\$9,923	\$1,190.77	\$ 400.00		
Kari	Lewter	\$45,000	\$1,730.77	\$10,385	\$1,246.15	\$ 400.00		
Lori	McLain	\$45,000	\$1,730.77	\$10,385	\$1,246.15	\$ 400.00		
Tammy	Keaney	\$44,800	\$1,723.08	\$10,338	\$1,240.62	\$ 400.00		
Paraprofessional (hrly)		\$18,000	\$692.31	\$4,154	\$498.46	\$ 400.00		
<b>Total</b>		<b>\$549,000</b>	<b>\$21,581.73</b>	<b>\$129,490</b>	\$15,538.85	\$ 4,800.00	\$ 900.00	<b>\$150,729.23</b>

Babcock Neighborhood School Cash Flow Needs for July-September 2017

Expenditures	3 months	Notes
School House Furniture	\$168,000	CSP Funds
Technology/Supplies/Textbooks/PD	\$243,772	CSP Funds
Payroll	\$152,000	Added in principal health insurance for June
Consulting/Legal	\$36,000	
Insurance	\$4,500	
CenturyLink	\$18,500	Installation included in cost
Rent	\$51,000	
Fiscal Services	\$19,500	
Operation of Plant	\$15,300	
Supplies	\$25,000	This includes \$20K buffer for items not listed.
<b>Total</b>	<b>\$743,572</b>	

\$411,062 is CSP funds

\$311,510 difference. All of the requested items are included in approved budget.

\$21,000 is the difference between these numbers. (not reimbursable)

CONTRACT FOR INSTRUCTIONAL EMPLOYMENT AT  
BABCOCK NEIGHBORHOOD SCHOOL, INC.

This Agreement (“Agreement”), made and entered into as of this \_\_ day of \_\_\_\_\_ 2017, by and between Babcock Neighborhood School, Inc., a Florida Not For Profit Corporation, hereinafter referred to as “School”, and, \_\_\_\_\_ referred to as the “Employee”.

Whereas, the School is a Charlotte County charter school dedicated to educating students through the school’s greenSTEAM focus (“Science, Technology, Arts, and Math with an environmental theme”). The School will offer students access to key subject area knowledge through an interdisciplinary approach to learning.

Whereas, the School desires to obtain the exclusive services of Employee and offer Employee appropriate incentives in order that Employee will be motivated to perform services exclusively for the School during required hours of employment; and

Whereas, School desires to reasonably define the terms and conditions under which Employee shall be offered employment for the 2017-2018 school year and to memorialize the same; and

Whereas, Employee desires to work exclusively for School; and

Now, therefore, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration receipt of which is hereby acknowledged, School agrees to employ Employee, and Employee agrees to enter the employment of School as follows:

1. Term: This Agreement is for employment as an at will Employee beginning on July 1, 2017 and continuing until June 30, 2018 unless terminated as provided for below.
2. Condition Precedent: As a condition precedent to this Agreement, Employee must provide to School the following in complete and satisfactory form:
  - A. Employment Application
  - B. Three personal references
  - C. Fingerprint and background check (or documentation of submission)
  - D. Official sealed college transcripts
  - E. Valid driver’s license and social security card
  - F. Florida Department of Education Teaching Certificate or FDOE Letter of Eligibility, if applicable
3. Compensation: As compensation for services rendered under this agreement, Employee shall be entitled to receive from School a Base Salary of \$\_\_\_\_\_ per Term of Employment, payable in 24 equal bi-monthly payments for the twelve months beginning in August 2017.

4. Employee's compensation shall be reviewed not less than annually, and the determination of whether or not to grant increases in such compensation shall be made by the Governing Board members of the School in conformity with Florida Statute 1012.22 *et. seq.*

#### Duties and Responsibilities

5. Best Efforts of Employee: Employee agrees that he/she will at all times faithfully, industriously, and to the best of his/her ability, experience, and talents, perform all of the duties that may be required of and from him/her pursuant to the express and implicit terms hereof, to the reasonable satisfaction of School. Such duties shall be rendered as the interest, need, business, or opportunity of School shall require.

As a valuable and contributing team member, the School expects Employee and every other School employee to deliver ongoing positive and corrective feedback to colleagues for the purpose of enhancing communication among team members, assisting in the development of team members' skills, and maintaining a pleasant and rewarding work environment that contributes optimally to the student's instruction and treatment. Accordingly, acceptance of this position indicates permission for ongoing data collection on Employee's work related activities, and on the effects of staff development programs and training activities.

6. Duties: Employee shall be subject to the overall direction and control of the Governing Board and direct supervision of principal of the School, and will observe all laws and regulations governing the operation of School. This position requires 200 work days as set forth in the School Calendar.
7. School Policies and Employee Manual: Employee agrees to comply with all School Policies, as well as the Employee Manual, as they may be amended from time to time, which are incorporated by reference into this Agreement.
8. Safety of Students: Employee will be responsible for the care, training and education and safety of those students assigned to Employee in accordance with Florida law and the standards and guidelines issued by School.
9. Preparation for Class: Before and after regular session of the class or classes to which Employee is assigned, Employee will spend such time as may be necessary to prepare for the proper performance of his/her duties.
10. Staff Meetings: School personnel are required to attend Staff Meetings as a condition of employment. Dates will be determined by the Principal, and employees will be given sufficient notice to properly schedule their attendance.
11. Expenses: Employee is not authorized to incur expenses on School's behalf unless specifically so directed by the Principal.
12. Training Sessions: School personnel are required to attend In-Service Training during the months of July and August 2017 set forth in the School Calendar. From time to time

professional development training for ESOL and other topics will be scheduled for after School hours, and Employee work days.

13. Evening Events: School personnel are required to attend scheduled evening events (Parent Trainings and Parent Teacher conferences) as a condition of employment. These events will be for such purposes as, but not limited to, open houses, parent teacher meetings, and registration meetings. Evening events will generally take place between the hours of 5:00 PM and 8:30 PM.
14. Work Day: Employee is to arrive thirty (30) minutes prior to the first period each day School is in session. All part-time employees are required to arrive fifteen (15) minutes prior to their first class. All employees must stay thirty (30) minutes after the end of the class schedule each day and be available to provide tutoring to any student.
15. Maintenance of Certifications: Employee will keep and maintain current certification or licensing required for performance of the Employee's duties, including, but not limited to teaching certification and compliance with all state and local governing bodies requirements.
16. Notification of Absence: All School employees must notify the Principal of any unplanned absence prior to 6:00 AM on the day thereof or on the previous evening, if possible. Absences shall be called in to the Principal or a designee. Physician's excuse may be required in the event of prolonged sickness (in excess of 2 consecutive days) or days taken before or after school holidays.
17. Email communication: Employee may only use School approved email addresses to communicate with students, parents, guardians and other school personnel.
18. Responsible Use of Social Media and Conduct at School Functions: At all times, Employee should treat social media space and communication and School functions like a classroom and/or a professional workplace. The same standards expected in School professional settings are expected on professional social media sites and at all School functions. If a particular type of behavior is inappropriate in the classroom or a professional workplace, then that behavior by Employee is also inappropriate on any social media site or at a School function while employed by the School. Employee agrees he/she will exercise caution, sound judgment, and common sense when using social media sites. When establishing social media sites, supervisors and employees should consider the intended audience for the site and consider the level of privacy assigned to the site, specifically, whether the site should be a private network (for example, it is limited to a particular class or particular grade within a School) or a public network (for example, anyone within the School, a larger group within the School community can participate or individuals outside of School). Social media contact should be through private networks, unless there is a specific educational need for the site to be a public network. Employees should use privacy settings on computers to control access to their professional social media sites with the objective that professional social media communications only reach the intended audience. Private communication published on the Internet can easily become public. Any inappropriate

communication with students, parents, or any other party related to social media sites or a School function can be grounds for termination at the sole discretion of the Principal.

19. FERPA: Employee shall comply with the Family Educational Rights and Privacy Act (FERPA). The Employee agrees not to publish or reveal, in any manner, personally identifiable information about a student, or unlawfully reveal any student record without the written permission of the parent. Employee will immediately transmit any request to review any student's record to the Principal.
20. Duty to Report Abuse: Employee will abide by Florida's Child Abuse reporting laws contained in Chapter 39, Florida Statutes (2017). If the Employee has reasonable cause to believe any person has physically, sexually or mentally abused, neglected, or abandoned a child the Employee will immediately make a report to the Department of Children and Family Services or the Sheriff's Office. Employee also agrees to make a report to the Principal, and to keep the details of the report confidential as required under Florida Law.
21. Other Employment: Employee shall devote all of his/her time, attention, knowledge, and skills solely to the business and interest of School during working hours and shall not be otherwise employed while employed by the School unless there is prior approval from the Principal. The School shall be entitled to all of the benefits arising from or incident to all work and services of Employee. Furthermore, Employee shall not, during the term hereof, be financially interested directly or indirectly, in any manner, as partner, officer, director, stockholder, advisor, employee or in any other capacity in any other business similar to the School's business or any allied trade unless approved by School.

Upon obtaining prior written approval from the Principal of School, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular School work hours. The School shall not be responsible for any expenses relating to such outside activities. Employee is not authorized to act on behalf of or contract School to any activities contemplated by Employee without permission, and Employee agrees to indemnify School for any damages caused by Employee's activities outside of Employee's work duties for School.

22. Restrictive Covenant: In the event that Employee chooses to contract with families of School students for the delivery of professional services, Employee shall not enter into such agreement with the families of students in the Employee's classroom. This represents a conflict of interest and may result in termination of this agreement.

### Benefits

23. Employee benefits shall be provided as set forth in the employee handbook.

## Termination

24. Termination by School: Employee agrees and understands that the employment relationship is At-Will; employment may be terminated at any time by School, for any reason or for no reason, with or without notice. Employee further agrees and understands that, unless otherwise required by law, this Agreement shall terminate if he/she is continuously unable or unwilling or fails to perform his/her duties hereunder for fifteen (15) consecutive days, or if, during any portion of the Term hereof, he/she is unable or unwilling or fails to perform his/her duties for a total period of thirty (30) days, regardless of whether or not such days are consecutive. Upon termination,
- A. Employee will receive their next scheduled paycheck after termination based on a pro-rata share of the final work week completed as the Employee's sole and final compensation. Employee will not receive any accrued vacation or sick days, if applicable, worked in excess of the amount paid to date.
  - B. Employee's final pay check will be held until Employee returns all School property and documents pertaining to any transactions handled by the Employee while associated with School, including, but not limited to, completed lesson plans, student grades and portfolios.
  - C. Employee will be entitled to compensation (including benefits, accrued sick/personal days, if any) only through Employee's last day of work, subject to State and Federal laws, including rights to COBRA coverage.
  - D. Employee agrees to waive any right to unemployment if the Employee has worked less than 90 calendar days for the School.
25. Termination by Employee: Employment may be terminated at any time by the Employee with two (2) weeks' notice. Employee agrees to the following in exchange for employment at School:
- A. Failure of Employee to provide the full two (2) weeks required notice will result in Employee's last paycheck being held for an additional pay period in order to ensure any deductions for costs incurred by School as a result of an act or actions by Employee have occurred.
  - B. Providing notice is a professional responsibility as well as a necessity for School to maintain a continuous and productive learning environment for School students. Pursuant to Sections 1002.33(16) and 1012.335, Florida Statutes, School will provide notice of failure to give proper notice to the Educational Practices Commission.
26. Return of Property: The Employee agrees that upon the termination of his/her employment with School for any reason, the Employee shall return to the Principal all School property and documents pertaining to any transactions handled by the Employee while associated with School, including, but not limited to, completed lesson plans, student grades and portfolios.







# BABCOCK NEIGHBORHOOD SCHOOL | 2017-2018 CALENDAR

4 Independence Day

JULY 2017						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JANUARY 2018						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 1 New Year's Day
- 2 Teacher Work Day
- 15 Martin Luther King Day/  
No School

4 Teacher's Return/  
Professional Development  
10 First Day of School

AUGUST 2017						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY 2018						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

- 2 Teacher Work Day/  
Professional Development
- 19 Presidents' Day/  
No School

1 Teacher Work Day/  
Professional Development  
4 Labor Day/No School

SEPTEMBER 2017						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MARCH 2018						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- 9 End of 3<sup>rd</sup> Quarter
- 12 Teacher Work Day
- 30 Good Friday/No School

13 End of 1<sup>st</sup> Quarter (45)  
16 Teacher Work Day

OCTOBER 2017						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2018						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2-6 Spring Break

10 Veterans Day  
(observed)  
20-21 Hurricane Make-Up  
Days #2&3  
22-24 Thanksgiving Break/  
No School

NOVEMBER 2017						
S	M	T	W	Th	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2018						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- 24 Students Last Day
- 25 Hurricane Make-Up Day  
#1 for Students
- 25 Teachers Last Day
- 28 Memorial Day
- 29 Hurricane Make-Up Day  
#1 for Teachers

21 End of 2<sup>nd</sup> Quarter (43)  
22-Jan 1 Winter Break/  
No School  
25 Christmas Day

DECEMBER 2017						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						






JUNE 2018						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- PROFESSIONAL DEVELOPMENT
- NO SCHOOL
- END OF GRADING QUARTER
- FIRST/LAST DAY OF SCHOOL
- HURRICANE MAKE-UP DAY
- TEACHER WORK DAY

\*Other hurricane make-up days may need to be taken during the year in the event that hurricane make-up days are used.

**CHARLOTTE COUNTY PUBLIC SCHOOLS  
SCHOOL CALENDAR  
2017-2018**

2017/2018	M	T	W	T	F	Accumulated Student Days	Accumulated Teacher Days	Holiday/Day
<b>JULY 2017</b>	3	4	5	6	7			
	10	11	12	13	14			
	17	18	19	20	21			
	24	25	26	27	28			
	31							
<b>AUG 2017</b>		1	2	3	4		1	Aug. 4 - Teacher's return - School PD
	7	8	9	10	11	2	6	<b>Aug. 10 - First Day for Students</b>
	14	15	16	17	18	7	11	
	21	22	23	24	25	12	16	
<b>16, 20</b>	28	29	30	31		16	20	
<b>SEPT 2017</b>					1	16	21	Sept. 1 - Teacher Work Day District PD
	4	5	6	7	8	20	25	Sept. 4 - Labor Day - Employee Day Off
	11	12	13	14	15	25	30	
	18	19	20	21	22	30	35	
<b>19, 20</b>	25	26	27	28	29	35	40	
<b>OCT 2017</b>	2	3	4	5	6	40	45	
	9	10	11	12	13	45	50	
	16	17	18	19	20	49	55	Oct. 13 - End of Quarter 1 (45)
	23	24	25	26	27	54	60	Oct. 16 - Teacher Work Day
<b>21, 22</b>	30	31				56	62	
<b>NOV 2017</b>			1	2	3	59	65	Nov. 10 - Veteran's Day (observed)
	6	7	8	9	10	64	70	Nov. 22& 24 - Student & Employee Days Off
	13	14	15	16	17	69	75	Nov. 20 & 21 - Hurricane Make-up Day 2 & 3
	20	21	22	23	24	69	76	Nov. 23 - (Pd Holiday #1)
<b>17, 18</b>	27	28	29	30		73	80	
<b>DEC 2017</b>					1	74	81	
	4	5	6	7	8	79	86	
	11	12	13	14	15	84	91	Dec. 21 - End of Quarter 2 (43) (88)
	18	19	20	21	22	88	95	Dec. 22 - Jan. 2 Winter Break
<b>15, 16</b>	25	26	27	28	29	88	96	Dec. 25 - (Pd Holiday #2)
<b>JAN 2018</b>	1	2	3	4	5	91	100	Jan. 1 - New Year's Day
	8	9	10	11	12	96	105	Jan. 2 - Teacher Work Day
	15	16	17	18	19	100	109	Jan. 15 - Martin Luther King Day - Employee Day Off
	22	23	24	25	26	105	114	
<b>20, 21</b>	29	30	31			108	117	
<b>FEB 2018</b>				1	2	109	119	Feb. 2 - Teacher Work Day School Based PD
	5	6	7	8	9	114	124	
	12	13	14	15	16	119	129	
	19	20	21	22	23	123	133	Feb. 19 - President's Day - Employee Day Off
<b>18, 19</b>	26	27	28			126	136	
<b>MARCH 2018</b>				1	2	128	138	
	5	6	7	8	9	133	143	Mar. 9 - End of Quarter 3 (45)
	12	13	14	15	16	137	148	Mar. 12 - Teacher Work Day
	19	20	21	22	23	142	153	
<b>20, 22</b>	26	27	28	29	30	146	158	March 30 - (Pd Holiday #3)
<b>APRIL 2018</b>	2	3	4	5	6	146	158	April 2 - 6 -Spring Break
	9	10	11	12	13	151	163	
	16	17	18	19	20	156	168	
	23	24	25	26	27	161	173	
<b>16, 16</b>	30					162	174	
<b>MAY 2018</b>		1	2	3	4	166	178	End of Quarter (47) (92)
	7	8	9	10	11	171	183	May 24 - Last Day for Students/May 25 - Hurricane Make-up 1 for Students
	14	15	16	17	18	176	188	May 25 - Last Day for Teachers/May 29 - Hurricane Make-up 1 for Teachers
	21	22	23	24	25	180	193	May 28 - Memorial Day
<b>18, 19</b>	28	29	30	31				
<b>JUNE 2018</b>					1			
	4	5	6	7	8			
	11	12	13	14	15			
	18	19	20	21	22			
	25	26	27	28	29			

 Student days off/Teacher work day  
 Paid holidays  
 Teacher/student day off  
 End of grading period  
 Hurricane make-up day

**\*Other hurricane make-up days may need to be taken during the year in the event that hurricane make-up days are used.**

**BABCOCK NEIGHBORHOOD SCHOOL, INC.  
FACILITY USE AGREEMENT**

**SCHOOL:**

Babcock Neighborhood School, Inc.

Contact Person:

\_\_\_\_\_

**ORGANIZATION:**

\_\_\_\_\_  
Legal Entity

\_\_\_\_\_  
Organization Name  
(if different from Legal Entity name)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Contact Person

**Facility Areas to be Used:**

\_\_\_\_\_  
(describe specific areas within School Facility to be used)

For good and valuable consideration, receipt and sufficient of which are hereby acknowledged, SCHOOL and ORGANIZATION hereby agree as follows:

**1. Existing Lease.** Organization recognizes that School’s use of the Facility is pursuant to a Lease Agreement (“Lease”), dated May 31, 2017, with Babcock Ranch Town Operations, LLC, and Babcock Property Holdings, LLC (referred to collectively herein as “Landlord”). The effectiveness of this Facility Use of Agreement is subject to the approval of Landlord.

**2. Term.** Subject to the limitations on days and hours of use by Organization as hereafter provided, the Term of the Facility Use Agreement shall be for a period commencing on [time period should be less than a year]\_\_\_\_\_ and ending on \_\_\_\_\_ (“Term”). Access to the Facility by Organization is conditioned on the presence of a School Representative who will be the Organization’s Contact Person, set forth above, or his/her designee. Exclusive access will be allowed at the following times and days of the week, or as otherwise agreed by the Parties in writing and subject to the same terms as set forth herein:

\_\_\_\_\_  
\_\_\_\_\_  
 (“Access Period”).

**3. Payment for Use of Facility.** For the portion of the Facility described above during the Term of this Facility Use Agreement, Organization agrees to pay to School \$\_\_\_\_\_ (\_\_\_\_\_ dollars) for [describe payment per hour, day, month, child, etc.], including set up and clean up time (“Use Payment”). Each Use Payment is due no later than two (2) business days following each day the Facility is used by Organization. Unless

Organization is a 501(c)(3) tax-exempt organization, and has provided proof of such designation, Organization must pay sales tax along with each Use Payment.

If Organization fails to deliver any Use Payment on or before the third (3rd) business day after the same is due, such installment will be automatically subject to a late charge of five percent (5%) of the late installment.

**3. Security Deposit.** A Security Deposit of \$\_\_\_\_\_ will be due upon execution of this Facility Use Agreement. If Organization shall default in performance of any of Organization's obligations hereunder, School may apply the whole or any part of such Security Deposit to the performance of any such obligation. Organization shall, within ten (10) days after notice of any such application, restore the Security Deposit to its original balance.

**4. Cleaning and Condition of Facility.** Organization will be responsible for any non-routine cleaning and for returning the Facility to its original condition after each use.

**5. Insurance.** Organization, at its expense, shall provide liability insurance with minimum one million dollars (\$1,000,000) limits with respect to each occurrence, naming the School as an additional insured, and including a waiver of subrogation clause. School during this term of this Facility Use Agreement, will, at its expense, insure and keep in effect on the Facility building insurance coverage to the full insurable value thereof. Organization shall insure the Organization's personal property at Organization's sole cost and expense. Organization will be responsible for paying any increase in School's insurance premiums (including fire and liability insurance) resulting from use of the Facility by Organization. School will consult with its insurance agent and discuss the amount of any such increase with Organization promptly at or before the execution of this Facility Use Agreement by the Parties.

**6. Alterations and Additions.** Organization shall not make any additions or improvements to the Facility without prior written consent of the School, which consent may be withheld or conditioned in any matter deemed desirable by School, in School's sole and absolute discretion.

**7. Repairs and Maintenance.** Organization will take good care of the interior of the Facility during its use of the same, and will maintain all such space in neat, orderly and tidy condition at all times. Organization will be responsible for and promptly repair, at its sole cost and expense, all damages to the Facility or the surrounding buildings and grounds of School that are caused by Organization, its staff, employees, agents, invitees, clients or their families, normal wear and tear only excepted.

**8. Use of Existing Equipment.** Organization may use any \_\_\_\_\_ that are located in the Facility. Unless the parties otherwise agree on a mutually satisfactory arrangement, all such equipment must be returned to its original position after each use of the Facility by Organization.

**9. Use of Facility.** The Organization shall use the Facility solely and exclusively for [fill in: basketball practices, before/after care, etc.] and for no other purpose. The Organization shall comply with all legal requirements applicable to the Organization's use and at the

Organization's sole expense. Organization shall also comply with all use requirements and restrictions in the Lease, including without limitation, Rules and Regulations of Babcock Ranch Commercial Association, Inc., Babcock Ranch Commercial Properties, the Charter for Babcock Ranch Commercial Properties and Design Guidelines pertaining to same. The Organization shall not make, authorize, or permit any activities on or about the School's property that are inconsistent with School's primary use as a public school. Pursuant to the Jessica Lunsford Act, neither Organization, nor any of Organization's staff, employees, agents, invitees, clients or their families, may be present at the Facility or any School property while students are present unless they are personally and individually escorted by personnel of School.

**10. Indemnity.** The Organization will defend, indemnify, and hold the School harmless against any and all liabilities, including attorneys' and paralegal fees and costs, arising because of the Organization's use of the Facility, including, but not limited to (a) any all costs or expenses that may be imposed by governmental authorities or Landlord for violation of any laws, rules, regulations or guidelines, and (b) damage to the Facility, or to the School's property, or both, caused by the Organization, Organization's staff, employees, agents, invitees, clients or their families. Organization at all times shall provide adequate supervision to prevent any such damage to the Facility or to School's Property, or both, by the Organization or Organization's staff, employees, agents, invitees, clients or their families.

**11. Security.** The School is not required to furnish any security alarm or security personnel. [Include if applicable: In case of evening events, Organization may hire security personnel for parking lot protection.]

**12. Assignment.** This Facility Use Agreement shall not be assigned by either Party, and Organization shall not delegate its rights or authority to use to the Facility to any other person or entity.

**13. Advertisement.** Any and all media publicity or signage using the name of the School shall require the School's advance approval. Any and all media publicity or signage using the name of Landlord or Babcock Ranch shall require the Landlord's advance approval.

**14. Default and Remedies.** If Organization fails to pay any installment of Use Fee promptly when due, and such failure continues for three (3) business days after written notice from School, or if Organization fails to perform or observe any other covenant of this Facility Use Agreement promptly and such failure continues for ten (10) days after written notice from School, or if Organization becomes the subject of a petition for relief under any provision of the federal bankruptcy or reorganization law, or if Organization fails to use the Facility during the timeframes set forth in this Facility Use Agreement, then and in such event, School may terminate this Facility Use Agreement, and exercise any rights which School may then have under Florida law against Organization. In any action to construe, interpret, enforce or declare the rights of the parties to this Facility Use Agreement, the prevailing party in any litigation or other proceedings will be entitled to recover its reasonable attorneys' fees and court costs from the nonprevailing party, whether incurred before, during or at trial, on appeal or in bankruptcy or reorganization proceedings. In the event that Organization fails to perform any act or comply with any provisions of this Facility Use Agreement promptly when required by the terms of this Facility Use

Agreement, School may do so itself or may cause others to do so and all direct and indirect expenditures, including overhead expenses incurred by School shall be immediately due and payable in full by Organization, together with interest at the highest legal rate. Failure to pay these amounts shall be a default in the Term of this Facility Use Agreement.

**15. Compliance with Applicable Law.** When using the Facility, Organization shall comply with all applicable federal, state, municipal, and local government laws, rules, regulations and guidelines, including but not limited to, all laws, rules, regulations, codes, and guidelines concerning environmental protection and storage and disposal of hazardous or toxic waste products, substances and materials.

**16. Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given on the date delivered personally, or on the day after the date deposited in FedEx or other commercial overnight courier that guarantees delivery on the next business day, or three (3) business days after deposited into first class United States mail, certified or registered, in any case with postage prepaid and addressed to the Contact Person at the addresses first set forth above. Either party may change its address for notice purposes from time to time, but notice of change of address shall be effective only as of the date of actual receipt by the party for which it is intended.

**IN WITNESS WHEREOF the parties have executed this Facility Use Agreement, effective as of the last date written below.**

**“SCHOOL”**  
**Babcock Neighborhood School, Inc.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

**“ORGANIZATION”**  
\_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Witness