



# Donna J. Beasley Technical Academy

60 Bell Boulevard North  
Lehigh Acres, Florida 33936  
www.beasleytec.org  
(239) 476-9100 – (239) 491-6822

**MISSION:** *To support students in achieving a high school diploma and prepare them for college and career success through an individually paced, technology-based, flexibly scheduled program.*

## Minutes

Board Of Directors: Wednesday, February 12, 2025, at 4:00 PMM at Rise Church

**1. Roll Call:** Mark Stichter, Walter McDonald, Robert Hurst, Lutgarda Padron, Jhon Correa, Nick Yantorn, Yolanda Flores

**2. Review of Public Notice:** A Notice was posted on the school's website.

**3. Approval of minutes from last meeting January 21, 2024.**

**4. Welcome Visitors:** Mr. Stichter began by stating that this is another special meeting to consider the transition plan and the April event, as well as updates on the negotiations with CSCSI consulting firm.

**5. Focus: Consultant's Contract: Transition Plan:** Dr. Torregrasso hands the board a copy of the transition plan and begins by stating that regardless of the outcome of the transition, there is a confident plan in place to move forward with the management of the school. Dr. Torregrasso explains there are 2 things that need to be done immediately, starting with budgeting. Dr. Torregrasso says his first plan is to meet with an accounting officer to go over everything, including bank accounts, balance sheets, etc. Dr. Torregrasso states that there are items that are needed to provide to the school district every month, including the balance sheet and statement of revenues. Further, Dr. Torregrasso reminds the board that there is still a building being constructed. Dr. Torregrasso explains he met with the construction team 3 days ago, that construction will occur once permitting is issued soon, and the school needs to make sure the funds and budget are competently addressed. Between May-July, Dr. Torregrasso explains that the school has to prepare an annual audit. Normally, the school puts out 3 bids for this and it usually goes to the same company and they do very well. Further, Dr. Torregrasso states that the school also needs to look at next year's budget to prepare accordingly. Dr. Torregrasso states that between August-October is when the annual budget should be prepared and it will be ratified by June 30th of next year. Dr. Torregrasso notes that there are important FTE count surveys to keep in mind, including in

October and in January. Dr. Torregrasso notes that year-round items to keep in check are accounts payable, monitoring purchases, and ADP payroll. Dr. Torregrasso emphasizes that monitoring purchases is crucial, since the school has almost a \$5m debt. Dr Torregrasso separately notes that over the past 12 years, the school has increased enrollment each year. The school always follows federal and state laws, as proven by some investigations that occurred a few years ago regarding FTE counts and grading practices. Dr. Torregrasso notes that the school always came out showing they are in compliance. He explains that the culture they have created in the school has worked out well for the students. He says the same is true with staff, as they actively promote and encourage professional growth, Ms. Peters being an example. He says that he believes the board does what is best for the school, and he believes he and his team are the best to manage the school. Lastly, Dr. Torregrasso notes that at the last board meeting the school's poor performance was mentioned. He investigated and compared it to other schools. He notes that other traditional schools don't deal with the hurdles this school deals with, yet this school is still performing at the same report card rate they are, at least in the east region. As for a management change, he notes that not only are there budget constraints and considerations, but bringing in a management company would lose the school's neighborhood appeal as it will look like a "chain". Also, a management company will bring change that may not be good for the specific students the school serves and also impede the school's ability to apply for grants, as management companies are for-profit entities, and they will look out for what works for them. Dr. Torregrasso thanks the board and exits the meeting.

**7. April Event:** Mr. Stichter states he has been informed that the April event has been put on hold. The Management Company that was going to come in felt uncomfortable that there was not enough consensus among the board to see it through. They also felt that waiting until the end of February was not enough time. So, the April event is postponed indefinitely.

**8. Update on negotiations with CSCSI consulting firm:** Jeff Wood explains that Ron's counsel will be out of the country at the end of month/for the next meeting. Because of this, Mr. Wood explains that if the board is on board with the financial terms of the settlement agreement, he will work with Ron's counsel to input clauses and other items and be able to present a finalized settlement agreement to the board to vote on and execute at the next board meeting. Before going into the terms, Mr. Wood thanks Mr. Hurst for his assistance in mediating the matter. Mr. Wood also explains that the reason Joe came to the first part of the meeting is to assure the board that there is a plan in the interim to get the school through the next 2-3 months, so that if the settlement is accepted, it is in a position to move forward.

As for the financial terms, Mr. Wood explains that one of Ron's main concerns is his uncertainty about what will happen to the school, so he wanted a large amount up front. Mr. Wood states the financial terms of the settlement as follows: in return for termination of his contract, Ron will be paid upfront \$125 thousand dollars. Over the next 2 years, he will be paid an additional \$100,000 monthly. The total amount ends up being \$225,000.00. If the school reaches a point where it has sufficient liquidity, or a windfall, which is not defined yet, it will agree to pay that amount off immediately. In exchange, Ron agrees to not interfere with the school, there will be a mutual non-disparagement clause, and a clause requiring Ron to cooperate during the transition in terms of return of property of the school. If there is a management company brought in by the school, Ron agrees not to work for that company in the capacity for serving the school. There are other contingencies that will come about in the actual negotiations, but these are the broad strokes of the settlement. Importantly, Mr. Wood explains that Ron indicated there is a part of the construction process that would net the School \$90k off the construction costs, so this was a factor in the amount. He asks Mr. Hurst to chime in on anything to add.

Mr. Hurst emphasizes that the biggest fear was that any sort of litigation would be extremely harmful to the school and potentially close the school, so this settlement offers a good opportunity to get out of this. He emphasizes that the board should consider accepting this, because the alternative is not good.

Ms. Flores asked what Ron's income would have been this year. Mr. Stichter clarified it would have been \$168,000.00. Mr. Hurst clarifies that Ron would have been paid around \$14k per month on this salary, and with the settlement the cost comes down to about \$4k per month, a nearly \$10k improvement.

Discussion on the board's approval of Ron's contract. There was discussion about how long ahead of time the contract was presented, the expiration of his older contract, and the intentions behind presenting a new contract on such a time crunch. Mr. Hurst explains that Ron did change the nature of the contract, but that all of that is water under the bridge and why the board is considering a settlement today, which he hopes everyone will approve to move forward and have closure.

Mr. McDonald expresses and there is discussion on concerns over having enough funds to pay the school's bill after the settlement, and what other options the board has other than this settlement. Mr. Stichter explains that another option would be going with a management company and allowing Ron to go and work for them with the stipulation that he will not work in serving the school. Mr. Hurst explains that the board should consider allowing Dr. Torregrasso the opportunity and seeing how he does, instead of going immediately with another management company. Mr. Wood clarifies that right now, the board just needs to vote on the financial terms of the settlement agreement. He clarifies that there was no contingency in the mediation discussions that Ron be given the opportunity to bring in a management company. Mr. Hurst asks if it is possible to have an accountant determine if the school has enough funds to pay the settlement amount and the school's bills.

Mr. Hurst makes a motion to accept the financial terms of the settlement agreement subject to approval from the accountant. The board voted to approve the settlement's financial terms subject to approval from the accountant.

Discussion around the management of the school. Mr. Stichter states Dr. Torregrasso's performance and dedication to the students and the school. Mr. Stichter explains that while Dr. Torregrasso is extremely dedicated and works well with the students and staff, he expresses concern over Dr. Torregrasso being overwhelmed with the administrative aspects of managing the school, which is something that Ron has dealt with, but that Dr. Torregrasso has not, including the \$4 million construction project. Mr. Correa states that right now, the board needs to make a decision on who they will have managing the school. Mr. Wood clarifies that Ron has not been terminated yet, but he hopes they can bring an executed settlement agreement to the next board meeting to officially decide whether to bring an outside ESP or stick with Dr. Torregrasso. Mr. Hurst explains that he told Ron he wanted to remain on good terms, and he hopes that Ron would assist Dr. Torregrasso in the transition into manager, which Mr. Hurst says he is in favor of.

Mr. Hurst makes a motion to make Dr. Torregrasso the interim GM. Discussion followed about who would be the principal and assistant principal. It is suggested that Lorena Peters would become the interim principal and an assistant principal role will be determined at a later date. There is discussion around hiring an administrative assistant for Dr. Torregrasso and giving Dr. Torregrasso 90 days, discussion about how difficult of a position this is and how much support it will require.

The board votes in favor to approve the motion to make Dr. Torregrasso the interim GM business manager, with Lorena Peters to be the interim principal, for a period of 90 days from the date they sign the contract which can happen at the next board meeting.

**Next Board Meeting:** February 26, 2025

**Adjournment**