

CITY OF CORAL SPRINGS, FLORIDA
CHARTER SCHOOL BOARD OF DIRECTORS

AGENDA

Wednesday, May 3, 2023
5:00 PM

Commission Chambers, City Hall
9500 West Sample Road
Coral Springs, FL 33065

Call to Order

Roll Call

Moment of Silence

Pledge of Allegiance

Charter School Board of Directors Meeting Agenda

- 1. Public Input Regarding Coral Springs Charter School's Operations**
- 2. Minutes Approval**
Request to approve the April 19, 2023 meeting minutes. (REQUEST TO APPROVE)
- 3. School Report - Principal Gary Springer**
Updates about the Coral Springs Charter School. (REQUEST TO ACCEPT)
- 4. Premium Services Agreement - Principal Gary Springer**
Request to approve Premium Services Agreement with the School Board of Broward County. An agreement to allow the school to receive services and products such as Speech Language Pathologists, Occupational Therapists, Physical Therapists, Exceptional Student Education Counselors, and Assessments from the School Board of Broward County on an as-needed basis. The due date to the County was March 31, 2023. (REQUEST TO RATIFY)
- 5. FY23 Audit Engagement Letter**
A certified public accounting firm conducts an audit of the Coral Springs Charter School's financial statements each year. Request to approve Keefe, McCullough & Co. as the Independent Auditor for the Coral Springs Charter School for a three-year period of time for the school year ending June 30, 2023 - June 30,2026. (REQUEST TO APPROVE)
- 6. Grant Assurances**
Request to approve the Coral Springs Charter School to apply for Florida Department of Education grant opportunities to include: ESSER II Civic Literacy Excellence Initiative: Civics Curricula. Request to opt-out of the grant for Summer Learning Camps. (REQUEST TO RATIFY)
- 7. Certificates of Extension**
Request to ratify the letter of extension for Josefina Munoz, Adriana Martinez, Michael Maselli, and Samantha Vieira. (REQUEST TO RATIFY)
- 8. 2023-2024 School Year Calendar - Principal Gary Springer**
The proposed school year calendar is the same as the School Board of Broward County school calendar. Request to approve the 2023-24 school year calendar. (REQUEST TO APPROVE)

Board Communications

Adjournment

If a person decides to appeal any decision made by the Coral Springs Charter School Board of Directors with respect to these matters, individual(s) must ensure that verbatim record of the proceedings is made. The record should include the testimony and evidence upon which the appeal is to be based. Residents planning to attend the meeting who need special assistance must notify the City Clerk's Office at (954) 344-1065 no later than 24 hours preceding the meeting.

Summary Sheet

Agenda Item: 1.

Meeting Date: May 3, 2023

Subject: Public Input Regarding Coral Springs Charter School's Operations

Placement: Charter School Board of Directors Meeting Agenda

Summary Sheet

Agenda Item: 2.

Meeting Date: May 3, 2023

Subject: Minutes Approval

Requested Action: Request to approve the April 19, 2023 meeting minutes. (REQUEST TO APPROVE)

Placement: Charter School Board of Directors Meeting Agenda

Attachments: [Summary of April 19, 2023](#)

**CITY OF CORAL SPRINGS, FLORIDA
CHARTER SCHOOL BOARD OF DIRECTORS**

DRAFT SUMMARY

Wednesday, April 19, 2023
6:00 PM

Commission Chambers, City Hall
9500 West Sample Road
Coral Springs, Florida 33065

Call to Order

The meeting was called to order by Chair Metayer Bowen at 6:02 p.m. The meeting was held in the Commission Chambers, 9500 West Sample Road, Coral Springs, Florida.

Roll Call

Chair Nancy Metayer Bowen
Vice Chair Joshua Simmons
Board Member Scott Brook
Board Member Shawn Cerra
Board Member Joy Carter

Also in attendance:

City Manager Frank Babinec
City Attorney John Hearn
Deputy City Manager Catherine Givens
City Clerk Georgia Elliott

Moment of Silence

Pledge of Allegiance

Charter School Board of Directors Meeting Agenda

1. Minutes Approval

Request to approve the minutes of March 1, 2023. (REQUEST TO APPROVE)

Board Member Brook made a motion, seconded by Vice Chair Simmons, to approve the minutes of the March 1, 2023 meeting. By unanimous vote, the motion carried.

2. Purchase of Bus for Coral Springs Charter School

Request to award Florida Sheriffs Association Contract No. FSA22-VEH20.0, Heavy Trucks & Buses via their awarded vendors from April 19, 2023 through September 30, 2023 in the not to exceed amount \$135,446 for use by Coral Springs Charter School. (REQUEST TO AWARD)

Principal Springer explained the item and noted that the intent of the purchase is to reduce the use of outside vendors. Discussion ensued.

Board Member Brook made a motion, seconded by Vice Chair Simmons, to award the purchase. By unanimous vote, the motion carried.

Board Communications

Board Member Carter shared her experience visiting the 8th grade class at the Charter School.

Adjournment

There being no additional business, the meeting adjourned at 6:15 p.m.

Georgia Elliott, CMC City Clerk

These minutes are a permanent public record of the City of Coral Springs maintained in the Office of the City Clerk.

Summary Sheet

Agenda Item: 3.

Meeting Date: May 3, 2023

Subject: School Report - Principal Gary Springer

Requested Action: Updates about the Coral Springs Charter School. (REQUEST TO ACCEPT)

Placement: Charter School Board of Directors Meeting Agenda

Summary Sheet

Agenda Item: 4.

Meeting Date: May 3, 2023

Subject: Premium Services Agreement - Principal Gary Springer

Requested Action: Request to approve Premium Services Agreement with the School Board of Broward County. An agreement to allow the school to receive services and products such as Speech Language Pathologists, Occupational Therapists, Physical Therapists, Exceptional Student Education Counselors, and Assessments from the School Board of Broward County on an as-needed basis. The due date to the County was March 31, 2023. (REQUEST TO RATIFY)

Placement: Charter School Board of Directors Meeting Agenda

Attachments: [Coral Springs CS PSA 5091](#)

PREMIUM SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as “SBBC”),

A body corporate and political subdivision of the State of Florida,

Whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

The City of Coral Springs

(Coral Springs Charter School – Loc. # 5091)

A Florida municipal corporation and political subdivision (hereinafter referred to as “School”),

Whose principal place of business is

9500 West Sample Road, Coral Springs, FL 33065

WHEREAS, SBBC has the authority pursuant to Section 1002.33(20)(b), Florida Statutes, to make goods and/or services available to the School through a negotiated contract separate from the charter school agreement existing between the parties; and

WHEREAS, the School desires to procure goods and/or services from SBBC; and

WHEREAS, the School is a not-for-profit organization operating a public charter school in Broward County, FL.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement commences upon the date of the last signature below (“Effective Date”) and concludes on **June 30, 2024**, unless terminated earlier pursuant to **Section 3.05** of this Agreement. SBBC shall not be obligated to provide any service to the school prior to the effective date of this Agreement.

2.02 **Definitions.** The following terms and definitions will apply to this Agreement:

(a) “FTE Withholding” refers to Full Time Equivalent Withholding and is the process by which SBBC obtains payments for premium services and products as specified on the Work Order. Order Total on an authorized Work Order is withheld from the School’s FTE Distribution

immediately following the authorization of a Work Order. Remaining Balances are withheld in installments as described in **Section 2.03(b)17**.

(b) “Work Order” refers to the form prepared by the Choice/Charter Schools Management Support Department and executed by the School’s Principal, which includes an itemized list of ordered services or products, prices and agreed upon FTE funds that will be withheld from the School’s FTE distribution;

(c) “Premium Services Partner” refers to one of a number of Schools receiving a Pooled Premium Service;

(d) “Pooled Premium Service” refers to a service that is subject to a requirement that a minimum number of Premium Services Partners have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services;

(e) “Contracted Hours” refers to the number of hours and the work schedule hours an SBBC employee is contracted to work;

(f) “Screening Duration” refers to the total number of business days necessary to screen all enrolled Kindergarten, First, Third, and Sixth grade students and students that are new to Broward County or required to receive Hearing and Vision Screening in accordance with the Response to Intervention/Multi-Tiered System of Supports process at the School;

(g) “WIDA” refers to an organization that developed English Language Proficiency Standards;

(h) “Service Providers” refers to individuals employed by or under contract with SBBC that provide premium services directly to the School;

(i) “School Officials” refers to service providers that have a “legitimate educational interest” in accessing personally identifiable information contained in education records;

(j) “Intervention Counseling” refers to short-term, intervention, non-therapeutic counseling for students not to exceed three (3) sessions;

(k) “Nested Charter Schools” are at least two charter schools, each identifiable by their own Master School ID, that are either located at the same address or located on contiguous property, and under the direction of the same school administrator and governing board;

(l) “Date of Placement” is the date communicated to the School by the Choice/Charter Schools Management Support Department for the initiation of Speech Language Pathology, Physical Therapy, Occupational Therapy, ESE Counseling or School Nurse Full-time. Date of Placement does not require confirmation by the School to go into effect.

2.03 **Contract Deliverables.**

(a) **Duties and Obligations of Each Party.**

1) **The School will:**

- i. authorize a Work Order for services or products and, following guidelines communicated by SBBC, submit the Work Order to SBBC; and
- ii. communicate with SBBC in a timely manner to coordinate delivery of premium services and products.

2) **The SBBC will:**

- i. analyze resources available to deliver requested premium services;
- ii. coordinate, schedule and deliver available premium services and products; and
- iii. coordinate withholding of FTE funds for payment of services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

(b) **Description of Premium Services.**

1) **Assessments.** The School may be able to obtain voluntary district-wide assessments listed in this section. If applicable, the School will assign a School Assessment Coordinator the responsibility of picking up voluntary district-wide assessments from a designated area and returning all used and unused materials as directed for the particular assessment within two (2) business days of testing administration completion to the designated area; refer and abide by SBBC’s 2023-2024 Research Evaluation and Accountability District-wide Testing Calendar and notifications from the Research Evaluation and Accountability Department for mandatory session schedules of and procedures for voluntary district-wide assessments; and access information from the Research Evaluation and Accountability Department’s SharePoint site as needed for required testing plans and procedures and to disseminate the information in a timely manner to the School’s staff member responsible for administering the pertinent assessment. The School may cancel or adjust quantities on a work order for assessments in writing to the Choice/Charter Schools Management Support Department thirty (30) calendar days prior to the first day of the assessment’s administration date and will receive a full refund. If the School cancels a work order for assessments less than thirty (30) calendar days before the first day of the assessment’s administration, or does not administer the assessment, the School will be charged the full price of the assessment. SBBC is authorized to withhold FTE funds from the School for unpaid assessments administered by the School as evidenced by a difference between the quantity on a work order and the quantity reported by the Research Evaluation and Accountability Department.

- i. **Interim Assessment** is an assessment designed to monitor progress of students towards mastery of the Florida Standards. Data from Interim Assessments enable classroom teachers to modify instruction in order to provide additional support and interventions to students. Interim Assessments are available in packages of ten (10) tests for a price of fifty dollars (\$50.00) per. **Other Interim Assessments** may become available. The terms and descriptions of which will be established and communicated to the School through notifications from the Research Evaluation and Accountability Department during the term of this Agreement. The School will agree to the price of the **Other Interim Assessment** by submitting a work order to SBBC.
- ii. **Universal Screening Abilities Test** is designed to measure students learned reasoning in verbal, quantitative and nonverbal abilities and are available in packages of ten (10) tests for one hundred fifty dollars (\$150.00) per package.

2) **Behavior Intervention Program (“BIP”).** BIP is a structured assignment process to ensure the safety, wellness, and welfare of all students by providing opportunities to students who, according to the most recent Behavior Intervention Program Guidance, “demonstrate a pattern of increasingly disruptive and unresponsive behavior and/or who encounter extenuating behavioral circumstances that pose a threat to school safety” to attend an SBBC Behavior

Intervention Site. For the purposes of this Agreement, a “traditional school setting” means enrollment in the School’s regular educational program. By submitting a work order for this premium service, the School is requesting SBBC to determine appropriate student assignment. Students are usually assigned to the Behavior Intervention Site for one hundred eighty (180) instructional days, with stays generally not to exceed two (2) school years. The price of referring one student to the Behavior Intervention Program is five hundred twenty-five dollars (\$525.00). Depending on the referred student’s educational program referral history and current educational program placement, the School may purchase a **Psychosocial Evaluation** for the referred student at a price of one thousand six hundred dollars (\$1,600.00) per referral. The School is required to enter required interventions and student data, in accordance with the most recent Behavior Intervention Program Handbook, into the Behavioral and Academic Support Information System (“BASIS”) prior to submitting a BIP referral; enter discipline incidents and consequences, in accordance with the most recent The Code of Student Conduct, into TERMS; and have opted-in to SBBC’s most current edition of The Code of Student Conduct. Referral to the Behavior Intervention Program does not ensure recommendation for assignment into a Behavior Intervention Site. Possible types of referrals to the Behavior Intervention Program include: traditional referrals that are a result of repeated behavioral infractions with documented interventions that have had minimal or no success; off-Campus Offender referrals that are a result of behaviors that would qualify for an expulsion if committed on campus; returning from Residential Juvenile Justice Programs referrals that are a result of a student registering for regular school setting assignment after documented completion of a Department of Juvenile Justice residential program, not including the detention center; transitional referrals that are a result of a student transitioning to the School from a Behavior Intervention Site that are a result of an expulsion incident that require for an administrative review; transitional referrals that are a result of a student transitioning to the School from a Behavior Intervention Site and that require an administrative review; special circumstance and/or emergency referrals that are a result of behavior by an elementary student that would qualify for expulsion if committed by students at the secondary level; and special circumstance and/or off campus offenses referrals that are a result of delinquency involvement, and behavioral threats that pose a threat to school safety and welfare. BIP and psychosocial services are non-refundable.

3) **Breakout Sessions.** Breakout Sessions are designed to support specialized School staff that are either new to one of the areas listed below or need technical assistance and one-on-one support beyond the normal or average amount of support required by staff in the same role at the majority of schools in the District. The two types of Breakout Sessions listed below are for up to Ten (10) participants and no less than four (4) participants, for a price of three hundred fifty dollars (\$350.00) per participant, and are conducted by SBBC staff in-person or virtually. Breakout Session types are transferable and non-refundable.

- i. **ESE Specialist** Breakout Sessions are available in units of two (2), two (2) hour sessions designed to provide customized support to new or existing Exceptional Student Education (“ESE”) Specialists within charter schools for the implementation of information obtained at District-wide ESE Specialist meetings.
- ii. **504 Liaison** Breakout Sessions are four (4) hour sessions designed to provide customized support to new or existing 504 Liaisons within charter schools for the implementation of information obtained at District-wide annual 504 meetings and 504 Liaison Workshop.

4) **Broward Truancy Intervention Program (“BTIP”)**. BTIP services are available to Pooled Premium Services Partners for an additional fee. The need for the Broward Truancy Intervention Program arises when a student exhibits behavior consistent with a pattern of nonattendance. If the School chooses to request BTIP services, the School must have documentation of implemented interventions that have been unsuccessful in remediating patterns of nonattendance. School staff will contact the Student Services Department for questions and consultation regarding best practices, policy clarification and intervention to remediate the above issues. Multiple documented levels of services by the School and School personnel, as well as a menu of strategies, are required to implement the BTIP process with fidelity. The price for referring one student to the BTIP process is five hundred and twenty-five dollars (\$525.00). BTIP services are non-refundable.

5) **Consultations**. Consultations may be purchased for a price of one hundred and fifty dollars (\$150.00) per hour. Orders for consultations are binding once accepted by SBBC and are transferable among the consultation types listed below. Consultation types are transferable and non-refundable.

- i. **ESE Specialist Consultations** are customized, one-on-one, virtual consultations with ESE Specialists to assist the school with IDEA and ESE compliance.
- ii. **504 Liaison Consultations** are customized, one-on-one, virtual consultations with 504 Liaisons to assist the School with Section 504/ADA compliance.
- iii. **ESOL Contact Consultations** are customized, one-on-one consultations to assist the School in the implementation of ESOL services. The School must purchase a minimum of three (3), one (1) hour **ESOL Contact Consultations**. Upon completion of three hours of ESOL Contact Consultations, the School may purchase additional hours in one (1) hour increments.
- iv. **MTSS/RtI Consultations** on the RtI process are designed to assist the school-based leadership team and the collaborative problem-solving team with school-wide procedures for ensuring fidelity of implementation. Consultations that require assistance regarding student specific RtI procedures with an emphasis on targeted (Tier 2) and intensive (Tier 3) interventions require a minimum of two (2) consultation hours.
- v. **Other Consultations** developed by SBBC are available on topics pertaining to the needs of the School in alignment with the services provided by an indicated Department.

6) **CPR, First Aid, and AED Certification Training**. CPR, First Aid, and AED Training is for certification of selected staff in CPR, First Aid, and AED skills. Participants will receive a CPR certification card at the completion of the training. The price of CPR, First Aid and AED Certification Training is seventy-five dollars (\$75.00) per participant. Requests to cancel CPR, AED and First Aid Training must be submitted in writing to the Choice/Charter Schools Management Support Department fourteen (14) calendar days prior to the first day of the confirmed training date. The School will be refunded one hundred percent (100%) of the unit price. If the School cancels unit(s) less than fourteen (14) calendar days prior to the first day of the training date, the School will be charged the full price of the unit(s).

7) **Stop the Bleed Certification Training.** Stop the Bleed is for certification of selected staff in identifying life-threatening bleeding and effective intervention. The price of Stop the Bleed Certification Training is seventy-five dollars (\$75.00) per participant. Requests to cancel Stop the Bleed must be submitted in writing to the Choice/Charter Schools Management Support Department fourteen (14) calendar days prior to the first day of the confirmed training date. The School will be refunded one hundred percent (100%) of the unit price. If the School cancels unit(s) less than fourteen (14) calendar days prior to the first day of the training date, the School will be charged the full price of the unit(s).

8) **Crisis Intervention Services.** Crisis Intervention Services are available during times of crisis including, but not limited to, death of a student, staff or family member, natural disasters, terrorist activity, or any event in the school or home setting which may negatively affect student or staff functioning. Initial and sustained school-wide support includes group facilitation and individual counseling as needed. Crisis Intervention Services may be purchased at a price of nine hundred dollars (\$900.00) per day. Availability of additional hours and/or personnel is subject to availability of SBBC resources at the time of the crisis. Requests to cancel or adjust orders based on genuine extenuating circumstances must be in writing from the School's Principal to the Choice/Charter Schools Management Support Department. SBBC reserves the right to deny the request.

9) **ESE Service Providers.** ESE Service Providers listed in this section may be available to the School. The School will obtain written parental consent prior to the School's disclosure of personally identifiable information contained in education records, if necessary, prior to releasing such information to Service Providers; provide curriculum materials and/or adaptive equipment, a system for students to report directly and on time to the Service Provider at the time of their session, a point of contact at the School, electronic access to EdPlan through an on-site device, if necessary, for purposes of logging services and progress, and a self-contained room with enough space for individual and group therapy sessions and a window for safety; avoid scheduling the Service Provider for mandatory planning meetings during the time of the Service Provider's scheduled student sessions. If the Service Provider is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of Free and Appropriate Public Education ("FAPE") determined by the Individual Education Program ("IEP") committee; follow procedures for determining eligibility and educational needs of students; and cancel orders for above-mentioned services prior to Date of Placement of a provider. SBBC reserves the right to retain twenty-five percent (25%) of a one-month installment for cancellation requests received between seven (7) calendar days prior to placement and four (4) weeks after placement of a Service Provider.

- i. **ESE Counseling Services** are available for counseling as a related service as indicated on a student's Individual Education Plan ("IEP") and may be purchased from SBBC at a price of ninety-eight dollars (\$98.00) per hour. ESE Counselor services include planning for and provision of counseling as a related service to students enrolled at the School who have counseling identified on the IEP as a related service to special education services in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a need for social and emotional services as related to academics; counseling as a related service activities include provision of counseling as a related service for improving ability to perform academic tasks; planning activities include, but are not limited to, preparing for and logging service sessions and

communication with members of the IEP team regarding the student's progression toward an academic goal; and participation in the IEP team or Educational Plan ("EP") Team to assist in determining if counseling as a related service is required for a student to benefit from the educational program by considering, on a case-by-case basis, whether counseling services are necessary to facilitate the student's academic, social/interpersonal, or emotional/behavioral progress. The decision regarding the need for counseling as a related service may occur during the initial development of the IEP, annually at the IEP meeting, during reevaluation, or any other time members of the IEP team request that it be addressed.

- ii. **Occupational Therapy ("OT") Services** may be purchased from SBBC at a price of seventy-nine dollars (\$79.00) per hour. Occupational Therapy services may include evaluation of, planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who need special education and related services. Occupational Therapy services include therapy activities for improving ability to perform tasks for independent functioning related to physical impairments; planning activities include, but are not limited to, preparing for student therapy sessions, consultation and guidance of parents, children, and teachers regarding physical impairments; and evaluations for students with current ESE Eligibility at the discretion of the School.
- iii. **Physical Therapy ("PT") Services** may be purchased from SBBC at a price of seventy-nine dollars (\$79.00) per hour. Physical Therapy services may include evaluation of, planning for and of provision therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who need special education and related services. Physical Therapy services include provision of physical therapy services for improving ability to perform tasks for independent functioning related to impairments; planning activities include, but are not limited to, preparing for student therapy sessions, consultation and guidance of parents, children, and teachers regarding physical impairments; and evaluations for students with current ESE eligibility at the School's discretion.
- iv. **Speech Language Pathology ("SLP") Services** may be purchased from SBBC at a price of eighty-nine dollars (\$89.00) per hour. Speech Language Pathology Services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.8 as having a Speech Language Impairment and who need special education and related services. Speech Language Pathology services include provisions of speech and language services for the habilitation or prevention of communicative impairments; planning activities include, but are not limited to, preparing for student therapy sessions, providing input of current information regarding student's performance levels and progress, participation in IEP meetings, consultations and guidance of parents, children, and teachers regarding Speech and Language Impairments, and recommendations for specific medical or other professional attention necessary

for the habilitation of Speech Language Impairments; and three (3) year Re-evaluations.

10) **ESOL Family Game Night.** A two (2) hour evening parent event conducted by SBBC staff available to ESOL students and parents of ESOL students. Parents and students engage in a presentation from SBBC staff and participate in language proficiency games in one (1) specified content area. The price of one ESOL Family Game Night for up to fifteen (15) families per language is five hundred dollars (\$500.00).

11) **Health Screenings.** Health Screenings listed in this section may be available to the School. The School is responsible for obtaining written parental consent prior to the School's disclosure of personally identifiable information contained in education records, if necessary, prior to releasing such information to Service Providers. The School is responsible for providing screening equipment for Health Screening, if applicable, preparing individual student forms, and providing requested documentation to the health screening team or nurse so that they may fulfill their duty. Failure of the School to prepare individual student forms or provide the health screening team or nurse with necessary forms and information will reduce the number of students screened per day. The School is responsible for entering student screening data into TERMS and providing documentation to The Florida Department of Health, Broward County. Requests to cancel or adjust orders based on genuine extenuating circumstances must be in writing from the School's Principal to the Choice/Charter Schools Management Support Department. SBBC reserves the right to deny the request.

- i. **Hearing, Vision and BMI ("HVB") Screening** may be available at a price of one thousand one hundred forty-two dollars (\$1,142.00) per seventy-five (75) students. This service includes a team of health screeners that travel to the School to conduct health screenings on the School site for the Screening Duration, equipment to screen students, and may or may not include one follow-up health screening for up to twenty-five (25) screening units per screening duration. If a follow-up screening is not available, the School will receive a refund of Ninety Dollars (\$90.00). The Screening Duration ordered by the School should allow for the screening of up to seventy-five (75) students each day, the calculation of student data, and documentation of health screening data onto individual student reports.
- ii. **Scoliosis Screening** is available at a price of two hundred and sixty dollars (\$260.00) per one hundred twenty (120) students. This service includes one School Nurse for a Screening Duration of up to four (4) hours per day.

12) **Middle School Athletics Association ("MSAA") Services.** MSAA Services listed below may be available to the School. The School agrees to MSAA Rules and Regulations; to submit an Intent to Play form to SBBC by the stipulated date; to promote both a boys and a girls team and make an attempt to enroll both boys and girls into each MSAA sport that the School is offering; and to maintain participation in three (3) out of five (5) available MSAA sports throughout the term of this Agreement. The five (5) available MSAA sports include, but are not limited to: soccer, flag football, basketball, volleyball, and track and field. In addition to the three (3) out of five (5) available MSAA sports, the School may also choose to participate in golf and/or cross country. The School will ensure that communication from the Student Activities and Athletics Department is accessible to the School's Athletic Director and will arrive at all scheduled games on time and with an adequate number of players, in accordance with MSAA guidelines.

Failure by the School to arrive at a game on time or with an adequate number of players throughout the term of this Agreement will result in a forfeiture of remaining participation in all MSAA sports for the term of this Agreement. The School will not receive a refund for forfeited games. SBBC reserves the right to refuse the School's participation in MSAA sports. Requests to cancel MSAA orders based on genuine extenuating circumstances must be submitted in writing to the Choice/Charter Schools Management Support Department and the Athletics and Student Activities Department. SBBC reserves the right to deny the request.

- i. **Middle School Athletics Association Dues.** MSAA Dues in the amount of three hundred fifty dollars (\$350.00) will be withheld from the School's FTE distribution, as authorized on the Work Order for participation in MSAA sports for one school year.
- ii. **Middle School Athletics Association Home Games.** Participation in MSAA soccer, basketball, volleyball, and flag football is available to schools that are unable to host visiting teams at home due to lack of access to home team facilities and, therefore, must play all games at away facilities. By purchasing Home Games, the School agrees to maintain participation in three out of five available MSAA sports throughout the term of this Agreement. Participation in **Basketball** is available to the School at a price of three thousand three hundred dollars (\$3,300.00). Participation in **Soccer** is available to the School at a price of three thousand dollars (\$3,000.00) per sport. Participation in **Flag Football** is available to the School at a price of two thousand five hundred dollars (\$2,500.00) per sport. Participation in **Volleyball** is available to the School at a price of two thousand dollars (\$2,000.00) per sport. **Basketball** participation includes a maximum of twenty (20) games, ten (10) home and ten (10) away games. A minimum of five (5) basketball players per team are required to start a game, a team cannot continue to play with fewer than three (3) players. **Volleyball** participation includes a maximum of sixteen (16) games, eight (8) home and eight (8) away games. A minimum of six (6) volleyball players per team is required to start a game, a team cannot continue to play with fewer than five (5) players. **Flag Football** participation includes a maximum of sixteen (16) games, eight (8) home and eight (8) away games. A minimum of seven (7) flag football players per team is required to start a game, and each team may have no less than five (5) players to continue a game. **Soccer** participation includes a maximum of sixteen (16) games, eight (8) home and eight (8) away games. A minimum of seven (7) soccer players per team are required to start a game, and each team must have no less than seven (7) players to continue the game.

13) **School Nurse Intermittent.** School Nurse Intermittent services are defined as an amount of work that requires less than ten (10) instructional days to complete and are available in one (1) hour increments. School Nurse Intermittent services are delivered virtually unless otherwise arranged between the School and SBBC. Services include participation in meetings, coordination with parents, school staff and medical staff, and preparation and follow-up documentation. School Nurse Intermittent services are available to the School for four hundred and fifty dollars (\$450.00) per five (5) hours. School Nurse Intermittent services rendered in less than one (1) hour will be rounded up to the nearest hour. Each additional thirty (30) minutes will be rounded up to the nearest hour.

14) **School Nurse Full-Time.** School Nurse Full-Time services are defined as an amount of work that requires more than ten (10) instructional days to complete and are available to the School for sixty-five dollars (\$65.00) per hour. Full-time services may require a minimum number of hours per day. Services may include consulting with teachers and parents, maintaining session and progress notes and professional reports, keeping individual treatment logs, facilitating triage in the School's clinic, administering medication, and conducting 911 assessments; specific health condition consultation and coordination to assess health needs and create individualized health and emergency care plans for students with acute or chronic health conditions. Specific health condition consultation and coordination may include a review of student health records, a consult with the student's doctor, a health assessment, an interview with the parent and/or student, a meeting with the administrator, as well as the creation of a Plan of Care and an Emergency Action Plan; and specific health conditions on-site/virtual staff training to inform the School's staff about management of specific health conditions such as seizures, diabetes, asthma, and allergic reactions. Trainings may be scheduled on the School's campus for purposes of training staff about specific health needs of a child with a chronic condition. The School will cancel orders for School Nurse Full-Time prior to Date of Placement of a provider. SBBC reserves the right to retain twenty-five percent (25%) of a one-month installment for cancellation requests received between seven (7) calendar days prior to placement and four (4) calendar weeks after placement of a Service Provider.

15) **School Social Work Services.** School Social Work Services listed in this section are a Pooled Premium Service and include liaison services between the School, a student's home, and the community. School Social Workers act as advocates for students and their families in obtaining necessary school and community services; assistance for teachers and staff with individual behavior plans; consultation in the areas of school-wide attendance processes, educational planning consultations, mental health, and cultural, developmental, and environmental factors affecting students and families; and non-attendance and truancy interventions to assist schools in assessing the causes of non-attendance/truancy problems of students referred and in the recommendation of family, community, and school-based interventions. Intervention counseling may be available for short-term individual and group counseling for a limited number of students. Crisis Intervention Services are available to schools during times of crisis including, but not limited to, death of a student, staff or family member, natural disasters, terrorist activity, or any event in the school or home setting which may negatively affect student or staff functioning. Hours and/or personnel available for Crisis Intervention Services are subject to availability of SBBC resources at the time of the crisis. Hours utilized by the School Social Worker in response to a crisis will be deducted from the School's total purchased hours of School Social Work services. The School Social Worker may respond to the crisis with school-side support including group facilitation and individual counseling. Total price for one academic year of School Social Work services may be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. The School must submit referrals for School Social Work Services through Behavioral and Academic Support Information System ("BASIS"). The ability of the assigned School Social Worker to adequately provide services listed in this Section are dependent on variables within the School including number of purchased hours, the number of enrolled students, access to students, access to referrals in BASIS, and the quantity and effectiveness of school-based student support staff. Requests to cancel work orders for Pooled Premium School Social Work Services based on genuine extenuating circumstances must be in writing from the School's Principal to the Choice/Charter Schools Management Support Department. SBBC reserves the right to deny such requests.

- i. **School Social Work - 105 hours** may be purchased from SBBC at a price of thirteen thousand five hundred fifty-nine dollars (\$13,559.00) per year for a maximum of one hundred and five (105) hours. By purchasing this limited number of service hours, the School agrees that only students with the most critical needs will have access to intervention counseling.
- ii. **School Social Work - 202 hours** may be purchased from SBBC at a price of nineteen thousand nine-hundred seventy-seven dollars (\$19,977.00) per year for two hundred and two (202) hours during the term of this Agreement. Included in the two-hundred and two (202) hour service is Intervention Counseling for short-term individual and group counseling for students. Students that need ongoing therapeutic intervention are referred to appropriate agencies.
- iii. **School Social Work for Nested Charter Schools** is a service that allows a School to expand access to School Social Work services to students enrolled in one of the School's Nested Charter Schools at a price of three thousand eight-hundred dollars (\$3,800.00) per year provided that the School has an authorized Work Order for the one hundred and five (105) or the two hundred and two (202) hour School Social Work Service packages and are authorized to receive such service through a Premium Services Agreement.

16) **SEAS Performances.** SEAS Performances are theatrical performances in dance, music and drama that bring storybooks and novels for children to life on stage. SEAS Performances are provided through a partnership between SBBC and the Broward Center for Performing Arts and are accessible to the School by ordering tickets online and submitting a Work Order for one of the following services. The School must respond to email communication from the Student Activities and Athletics Department to register online for a SEAS Performance. Authorized Work Orders for the number of purchased tickets must be emailed to the Choice/Charter Schools Management Support Department four (4) calendar weeks in advance of a SEAS Performance. Orders placed online will be automatically cancelled if a Work Order is not properly submitted four (4) calendar weeks prior to the date of a Performance. Requests to cancel orders for SEAS Performances must be in writing to the Choice/Charter Schools Management Support Department thirty (30) calendar days prior to the date of the Performance. The School is responsible for the full price of tickets requested online, and as indicated on an authorized Work Order, four (4) calendar weeks prior to the date of the Performance.

- i. **SEAS Performances In-Person** may be purchased at a price of forty dollars (\$40.00) per 10 (ten) tickets. This price does not include transportation. The School will provide student and chaperone transportation to and from SEAS event.
- ii. **SEAS Performances - Virtual** are available at a price of One Hundred and Twenty Dollars (\$120.00) per School per performance.

17) **Training/Professional Development.** Staff may be available to deliver training or professional development to the School on topics pertaining to the needs of the School in alignment with the services provided by an SBBC Department. Trainings and Professional Development for

up to thirty-five (35) participants may be purchased at a price of three hundred dollars (\$300.00) per hour. Training and Professional Development types are transferable and non-refundable.

- i. **ESOL Instructional Support** Training and Professional Development programs are developed by SBBC staff for the purpose of supporting teachers in learning, applying, and integrating WIDA standards and instructional strategies into the School's curriculum. ESOL Instructional Support Training courses are not ESOL endorsement courses.
- ii. **Hearing, Vision and BMI Screening Team** Training for school-based volunteers and or staff to manage and perform school-wide Hearing, Vision, and BMI health screenings. Additional certification training from applicable SBBC Departments may be required.
- iii. **MTSS/RtI** Training is designed to assist the School's staff on school-wide student level procedures across all tiers. MTSS/RtI support services are developed by SBBC staff based on the specific and unique needs of the School utilizing SBBC best practices of Multi-Tiered System of Supports/Response to Intervention and Positive Behavior Intervention System frameworks. The School must submit a Needs Assessment to SBBC to confirm a requested training.
- iv. **Other** Training and Professional Development programs developed by SBBC on topics pertaining to the needs of the School in alignment with the services provided by an indicated Department.

18) **Payments.** Payments for mutually agreed upon premium services are made through a deduction from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order. For hourly services including Speech Language Pathology, Occupational Therapy, Physical Therapy, ESE Counseling, and Full-time School Nursing services, the quantity on the Work Order is the total number of hours needed annually. The total price for these hourly services will be withheld in monthly installments from the School's monthly FTE Distributions. Each installment will be withheld from FTE Distributions prior to the service being rendered and reconciled on an ongoing basis. Late orders, orders that are placed after the first installment date has passed, will result in missed payment(s). Missed payments will be added to the School's first payment and will be paid in full. If an hourly service provider is not identified after the first installment is paid, remaining installments may be suspended until a provider is identified. SBBC reserves the right to suspend the withholding of remaining installments until a provider is identified.

19) **Pooled Premium Services Partners.** Any services requested by the School under **Section 2.03(b)14, School Social Work Services**, is subject to a requirement that a minimum number of charter schools ("Premium Services Partners") have been pooled together under separate Premium Services Agreements with SBBC in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's Pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School will terminate without refund or any additional notice or action from SBBC. The School agrees that it is entirely within SBBC's

discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services.

2.04 **Non-Refundable Administrative Fee.** SBBC is authorized to retain a Seven Hundred and Fifty-Dollar (\$750.00) non-refundable administrative fee from the School's FTE distribution upon the execution of this Agreement by all parties. For Agreements submitted to the Choice/Charter Schools Management Support Department after the contract deadline, SBBC is authorized to retain the **Non-Refundable Administrative Fee** and a Two Hundred and Fifty-Dollar (\$250.00) **Non-Refundable Late Fee.**

2.05 **No Disclosure of SBBC Education Records.** With this Agreement, SBBC is sending SBBC employees and vendors into charter schools to provide premium services for charter school students, parents, and staff listed in **Section 2.03**. SBBC shall not disclose any education records to the School pursuant to this Agreement. However, should the School come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. The School's use or redisclosure may violate applicable federal and state laws.

2.06 **Each Party Safeguarding the Confidentiality of Education Records**

1) Notwithstanding any provision to the contrary within this Agreement, each party participating in this Agreement shall:

- i. fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
- ii. hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release;
- iii. ensure that, at all times, all of its employees and/or school agents who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- iv. safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

- v. utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
- vi. notify the other party immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com. The School is to be notified through such designees and at such telephone numbers and email addresses as are communicated by notice given pursuant to **Section 2.08** of this Agreement; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- vii. fully cooperate with appropriate staff of the other party, including SBBC's Privacy Officer and/or Information Technology staff or staff designated by the School to resolve any privacy investigations and concerns in a timely manner;
- viii. prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse the other party any direct costs incurred by the other party for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
- ix. be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.
- x. provide the other party with the name and contact information of its employee who shall serve as the other party's primary security contact and shall be available to assist the other party in resolving obligations associated with a security breach of confidentiality of education records; and
- xi. purge education records from any media once the media is no longer in use or is to be disposed.

2) All education records shall remain the property of the School, and SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon conclusion of the services provided hereunder or termination of this Agreement shall, at the School's request, return to the School or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide the School with a written acknowledgment of said disposition.

3) Each party shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless each party and its officers and employees for any violation of this section, including, without limitation, defending each party and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon each party, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon each party arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that

that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

2.11 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.12 **Availability of Services.** All services available through this Agreement are limited and based on current availability of SBBC resources required to render such service. The School acknowledges that SBBC has the right to suspend or discontinue SBBC's provision to School of any service or commodity at any time during the term of this Agreement. In such event, the School will not be entitled to any compensation other than the pro rata reimbursement of any sums paid by School for such service or commodity. Execution of this Agreement does not ensure availability of a service during or at any particular time throughout the term of the Agreement. SBBC may prorate the price of a premium service based on the portion of the service that is available if less than the required resources are available to fulfill the complete terms and description of the premium service. If the School's calendar differs from the Broward County Public Schools School Calendar, SBBC is not obligated nor responsible to provide any Premium Service on days when SBBC schools or administrative offices are closed. In addition, Pooled Premium Services that may be sought by the School have additional requirements for participation by a sufficient number of charter schools in order for SBBC to make appropriate staff available to provide the requested services. The Principal of the School and SBBC staff will confirm the availability of service after execution of the Work Order. Any Pooled Premium Services requested will be available to participating charter schools during the term of the Agreement subject to the availability of SBBC qualified staff to perform the service. In the event any Pooled Premium Service becomes unavailable during the term of the Agreement and after payment by the School, SBBC will reimburse the School for the prorated amount of any advanced payment for the period that any such services are unavailable.

2.13 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.14 **Excess Funds.** Any party receiving funds paid by the other party under this Agreement agrees to promptly notify the other party of any funds erroneously received from the other party upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to the other party, together with any applicable statutory interest.

2.15 **Incorporation by Reference.** Any exhibit attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

2.16 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** Notwithstanding any other provisions in this Agreement including, without limitation, **Section 3.05 or Pooled Premium Services**, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity under. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this Agreement acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default.** The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to **Section 3.05**. A default under this Agreement does not constitute a default under any other agreements between the parties.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) calendar days written notice to the other party of its desire to terminate this Agreement. In such event, no further premium services will be provided by SBBC after the effective date of termination. In addition, termination of the School's Charter Agreement with SBBC will result in the immediate termination of this Agreement without the necessity of any additional notice or action from SBBC. Furthermore, any services requested by the School under Pooled Premium Services are subject to a requirement that a minimum number of charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's Pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Pooled Premium Services may terminate without any refund or any additional notice or action from SBBC.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state and federal courts of Broward County, Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement is binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** If any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has

been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure.** Neither party is obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, pandemic, epidemic, declared state of emergency, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

3.19 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Lori Alhadeff, Chair

Date: _____, 2023

Approved as to Form and Legal Content:

Superintendent of Schools

Date: _____, 2023

Office of the General Counsel

FOR SCHOOL

(Corporate Seal)

The City of Coral Springs
(Coral Springs Charter School - Loc. # 5091)

ATTEST:

Georgia Elliott

Georgia Elliott, City Clerk

By *Nancy Metayer Bowen* FOR

Nancy Metayer Bowen, Chair
Coral Springs Charter School Governing Board

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29th day of March, 2023 by Joshua Simmons of City of Coral Springs, on behalf of the corporation/agency.

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires:

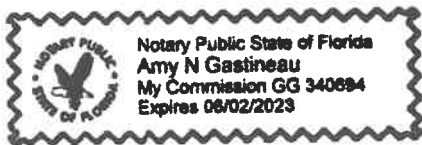
Amy N Gastineau

Signature – Notary Public

(SEAL)

Amy N Gastineau

Printed Name of Notary



Notary's Commission No.

Summary Sheet

Agenda Item: 5.

Meeting Date: May 3, 2023

Subject: FY23 Audit Engagement Letter

Requested Action: A certified public accounting firm conducts an audit of the Coral Springs Charter School's financial statements each year. Request to approve Keefe, McCullough & Co. as the Independent Auditor for the Coral Springs Charter School for a three-year period of time for the school year ending June 30, 2023 - June 30, 2026. (REQUEST TO APPROVE)

Placement: Charter School Board of Directors Meeting Agenda

Attachments: [Audit Engagement Letter](#)



February 2, 2023

To the Board of Directors
Coral Springs Charter School
800 Corporate Drive, #700
Ft. Lauderdale, FL 33334

Dear Board:

We are pleased to confirm our understanding of the services we are to provide Coral Springs Charter School (the "School") for the year ended June 30, 2022 with the option to extend the contract for three additional fiscal year periods.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, major fund and the aggregate remaining fund information and the disclosures, which collectively comprise the basic financial statements of the School as of and for the year ended June 30, 2022 with the option to extend the contract for three additional fiscal year periods. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the School's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the School's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements.

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the School and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We identified the risk of management's override of controls as a significant risk of material misstatement in the prior period audit and believe this is still relevant. Since our audit planning has not concluded we may make modifications to the identified risks. If new significant risks are identified, we will communicate them to those charged with governance.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures-Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the School's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the School in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the School; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Keefe McCullough and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Auditor General of the State of Florida, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Keefe McCullough personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Auditor General . If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for services will be as follows:

<u>Year Ending June 30,</u>	<u>All-Inclusive Fees</u>
2023	\$ 12,000
Option Years:	
2024	\$ 12,000
2025	\$ 12,250
2026	\$ 12,250

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the School's financial statements. Our report will be addressed to those charged with governance of the School. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the School is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the School and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Regards,

KEEFE McCULLOUGH



Cynthia L. Calvert, C.P.A.

RESPONSE:

This letter correctly sets forth the understanding of Coral Springs Charter School.



Management Signature

Governance Signature

Controller

Title

Title

2/8/2023

Date

Date

Summary Sheet

Agenda Item: 6.

Meeting Date: May 3, 2023

Subject: Grant Assurances

Requested Action: Request to approve the Coral Springs Charter School to apply for Florida Department of Education grant opportunities to include: ESSER II Civic Literacy Excellence Initiative: Civics Curricula. Request to opt-out of the grant for Summer Learning Camps. (REQUEST TO RATIFY)

Placement: Charter School Board of Directors Meeting Agenda

Attachments: [Civics Curricula](#)
[Summer Learning Opt Out](#)

**Coronavirus Response and Relief Supplemental Appropriations Act, 2021
(CRRSA) Elementary and Secondary School Emergency Relief Fund (ESSER II)**

22A206 | Civic Literacy Excellence Initiative: Civics Curricula

PROGRAMMATIC, FISCAL, AND REPORTING ASSURANCES The charter school assures the following:

The charter school must use grant funds in accordance with the requirements of this RFA. The intended purpose of the award is to support the recipients in purchasing **standards aligned curricula** for the middle school civics course and **supplemental standards aligned curricula for any grade level**. All curricula must support the implementation of the **Civics and Government (CG) standards** that are effective beginning with the **2023-2024 school year**.

I certify that in accordance with the requirements of this funding, my charter school will:

- Only purchase curricula aligned to the implementation of the Civics and Government (CG) standards (beginning with the 2023-2024 school year)
- Purchase standards-aligned curricula for the middle school civics course.
- Purchase standards aligned civics curricula for other grade levels.
- Purchase only curricula that complies with s. 1003.42(2) Florida Statutes and Rule 6A-1.094124(3)(a)-(c), Florida Administrative Code.

Nancy Metayer Bowen

Printed name of the Governing Board Chair or Authorized Representative

Nancy Metayer Bowen

Signature of the Governing Board Chair or Authorized Representative

CORAL SPRINGS CHARTER 5091

Charter School Name AND Location Number (one form per location)

Grey Spink

Principal Name and Signature

American Rescue Plan (ARP) Act, Elementary and Secondary School Emergency Relief (ESSER) Fund and CFDA NUMBER 84.425U

**22B118 | Summer Learning Camps
Opt-Out Form**

The School Board of Broward County, Florida (SBBC), has provided my charter school the RFA for Summer Learning Camps, an Assurances document that outlines the charter school's required actions for compliance with the grant requirements, and an opportunity to receive funding. Charter schools have the following two options regarding participation in the plan:

1. A charter school may participate in the Summer Learning Camps – 22B118 and comply with all requirements; or
2. A charter school may opt out of participation in the grant and forfeit the funding for its school.

My charter school understands that by OPTING OUT of the Summer Learning Camps – 22B118 grant, the school will NOT receive its proportionate share of the funding and will need to use alternate sources of funding to create, develop, and implement summer learning camps. The summer learning camps must focus on early literacy (grades K through 3), secondary science, technology, engineering and mathematics (STEM) and/or middle school civics education.

The charter school has read and understands the implications of OPTING OUT of the Summer Learning Camps – 22B118.

CORAL SPRINGS CHARTER (5091) (Charter School Name and location number) chooses to OPT OUT of this grant opportunity and understands that non-participation in this grant is a final decision and cannot be reversed.

Name of Principal (Please Print) GARY SPRINGER

Signature of Principal/Director 

Name of Board Chair (Please Print) NANCY METAYER

Signature of Board Chair 

This form is due in Charter.Tools, in the benchmark titled "**Summer Learning Camps – 22B118**" no later than **March 10, 2023**. If during the grant period, the principal or Charter School Board Chair changes, the designated charter school identified on this form is still held to the same OPT OUT standards as defined by previous signatory.

Summary Sheet

Agenda Item: 7.

Meeting Date: May 3, 2023

Subject: Certificates of Extension

Requested Action: Request to ratify the letter of extension for Josefina Munoz, Adriana Martinez, Michael Maselli, and Samantha Vieira. (REQUEST TO RATIFY)

Placement: Charter School Board of Directors Meeting Agenda

Attachments: [Extension Backup](#)

FLORIDA EDUCATOR CERTIFICATE EXTENSION PROCESS
Temporary and Professional Certificates
Charter Schools

Please review the process for requesting an extension based on the circumstances outlined below.

Note that, per the state, the inability to pass an exam is NOT a valid reason to request an extension.

TEMPORARY CERTIFICATE EXTENSIONS



If Teacher Has a Highly Effective Rating (on most recent evaluation):

- Teacher must have most recent evaluation indicating an overall rating of Highly Effective
 - Evaluation must include:

<p>Combining Annual Performance Rating and Student Growth Score</p> <p>A. Annual Performance Rating Score (66%) 65 B. Student Growth Score (34%) 23 C. Combined Score 88</p> <hr/> <p>D. Summative Evaluation Rating</p> <p>Select summative evaluation rating Highly Effective (85-100)</p>
--

- Teacher to complete form CT105 (copy is attached - required by the FLDOE)
- Principal must obtain letter from the **head of the charter school's governing board** (must be on charter letterhead, must include the request for extension and the reason, teacher's certificate number, last four numbers of teacher's social security number, and must be signed/dated)
- Principal to submit (use this as a checklist):
 - copy of evaluation
 - completed CT105 form
 - letter from head of charter board
 - email as attachments to: certificationrequests@browardschools.com with subject: "Charter Request for Extension"
- Once TAO has reviewed the extension request, TAO will:
 - Submit charter board letter to the FLDOE officially requesting the extension
 - Open an extension application for the teacher at the FLDOE
 - Charter school must ensure the teacher submits the associated application fee (required after the extension application is opened by TAO)
 - TAO will upload form CT105 to the FLDOE

All Others (e.g., extensions for other reasons):

- Must speak with their principal; principal to review what requirements the teacher has completed to date (e.g., teacher should have completed a significant portion of upgrade requirements to show due diligence)
- Teacher must submit letter indicating detailed reason(s) on need for extension to principal
- Teacher must submit supporting documentation to principal (required if request for extension is related to medical reasons)
- Teacher to complete form CT105 (copy is attached - required by the FLDOE)
- Principal must obtain letter from the **head of the charter school's governing board** (must be on charter letterhead, must include the request for extension and the reason, teacher's certificate number, last four of the teacher's social security number, and must be signed/dated)
- Principal to submit (use this as a checklist):
 - extension request
 - list of all requirements (exams and required courses) the teacher has competed toward their professional certificate to date
 - teacher's letter of explanation
 - completed CT105 form
 - letter from head of charter board
 - and all supporting documentation
 - email as attachments to: certificationrequests@browardschools.com with subject: "Charter Request for Extension"
- Once TAO has reviewed the extension request, TAO will:
 - Submit charter board letter to the FLDOE officially requesting the extension
 - Open an extension application for the teacher at the FLDOE
 - Send the teacher an email requesting the teacher submit the associated application fee (required after the extension application is opened by TAO)
 - TAO will upload form CT105 to the FLDOE

Extensions to temporary certificates are for two years (from the original expiration date).

PROFESSIONAL CERTIFICATE EXTENSIONS



All:

- Teachers submit "Medical Extension Request for Professional Educator" application and fee to the FLDOE at <http://www.fl DOE.org/teaching/certification/index.stml>
- Application must be submitted even if circumstances are not medical in nature
- If circumstances are medical in nature, a brief doctor's note must be uploaded to their file (this is done by the teacher when they apply)

Extensions to professional certificates are for one year (from the original expiration date).

All required forms, letters, and documentation must be submitted as a packet, with each document attached separately, and attached to the email or the extension will not be requested.

Once the extension application is opened by the district (for temporary certificate extensions) it is the principal and teacher's responsibility to ensure the required \$75 fee is submitted directly to the state via the FLDOE application web site.

EDUCATOR CERTIFICATION APPLICATION



Florida Department of Education
 Bureau of Educator Certification
 Room 201, Turlington Building
 325 West Gaines Street
 Tallahassee, FL 32399-0400

PERSONAL INFORMATION

U.S. Social Security Number:

DOE File Number:

Last Name:

First Name:

11. LEGAL DISCLOSURE (Florida Law requires you to provide a YES or NO response)

Florida Law requires you to provide a YES or NO answer to the questions within the Legal Disclosure section of your application, even if previously submitted. If you answered YES to any question in the Legal Disclosure section on the application form, you must provide detailed complete information for each affirmative response within the corresponding section in this Legal Disclosure Supplement.

You are not required to acknowledge minor traffic violations. The criminal offense of Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) is **not** a minor traffic violation and should be disclosed on this form.

Having a criminal history or administrative sanction against a professional license does not automatically disqualify a person from receiving a Florida Educator's Certificate, but such incidents will prompt a review by the Office of Professional Practices Services.

A person is **ineligible for educator certification** if the person has been **convicted of a disqualifying offense** as listed in Section 1012.315 Florida Statutes. Please refer to www.myfloridateacher.com for more information.

SEALED OR EXPUNGED RECORDS (Report ONLY sealed or expunged records in this section.)

For each of the following questions, if your answer is YES, please select YES. Otherwise, select NO.

<input type="checkbox"/> Yes	<input type="checkbox"/> No	Have you ever had any record sealed or expunged in which you were convicted of a criminal offense?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Have you ever had any record sealed or expunged in which you were found guilty of a criminal offense?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Have you ever had any record sealed or expunged in which you had adjudication withheld on a criminal offense?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Have you ever had any record sealed or expunged in which you pled nolo contendere to a criminal offense?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Have you ever had any record sealed or expunged in which you pled guilty to a criminal offense?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Have you ever had any record sealed or expunged in which you entered into a pretrial diversion program or deferred prosecution program related to a criminal offense?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Do you have a petition pending to seal or expunge any criminal offense record?

SEALED OR EXPUNGED records MUST BE REPORTED pursuant to § 943.0585 and 943.059, Florida Statutes. However, existence of such records will not be disclosed nor made part of your certification file which is public record.

CRIMINAL OFFENSE RECORD(S) (Report any record other than sealed or expunged in this section.)

For each of the following questions, if your answer is YES, please select YES. Otherwise, select NO.

<input type="checkbox"/> Yes	<input type="checkbox"/> No	Have you ever been convicted of a criminal offense?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Have you ever been found guilty of a criminal offense?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Have you ever had adjudication withheld on a criminal offense?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Have you ever pled nolo contendere to a criminal offense?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Have you ever pled guilty to a criminal offense?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Have you ever entered into a pretrial diversion program or deferred prosecution program related to a criminal offense?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Are there currently charges pending against you for any criminal offense?

PROFESSIONAL LICENSE OR CERTIFICATE SANCTION(S)

For each of the following questions, if your answer is YES, please select YES. Otherwise, select NO.

<input type="checkbox"/> Yes	<input type="checkbox"/> No	Have you ever had a professional license or certificate sanctioned or disciplined in this state or any other state?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Have you ever been DENIED a professional license or certificate in this state or any other state even if the certificate or license was later issued with conditions or limitations?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Have you ever had a professional license or certificate suspended or revoked in this state or any other state?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Have you ever surrendered, resigned, or relinquished a professional license or certificate in this state or any other state during or following an investigation into allegations of misconduct?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Have you ever had a professional license or professional certificate disciplined in this state or any other state by receiving a letter of reprimand, fine, probation, or any other restriction or special condition?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Do you have any current investigative action pending in this state or any other state against a professional license or certificate or against an application for a professional license or certificate?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Do you have any current disciplinary action pending in this state or any other state against a professional license or certificate or against an application for a professional license or certificate?

EDUCATOR CERTIFICATION APPLICATION

If you answered YES to any of the preceding questions, you must complete all information within the Legal Disclosure Supplement on the next page. Please provide detailed information for each affirmative response and submit this form to complete your application.

12. LEGAL DISCLOSURE SUPPLEMENT

Florida Law requires you to provide a YES or NO answer to the questions within the Legal Disclosure section of your application, even if previously submitted. If you answered YES to any question in the Legal Disclosure section on the application form, you must provide detailed complete information for each affirmative response within the corresponding section in this Legal Disclosure Supplement.

You are not required to acknowledge minor traffic violations. The criminal offense of Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) is **not** a minor traffic violation and should be disclosed on this form.

Having a criminal history or administrative sanction against a professional license does not automatically disqualify a person from receiving a Florida Educator's Certificate, but such incidents will prompt a review by the Office of Professional Practices Services.

A person is **ineligible for educator certification** if the person has been **convicted of a disqualifying offense** as listed in Section 1012.315 Florida Statutes. Please refer to www.myfloridateacher.com for more information.

First Name	Middle Name	Last Name	Former Name	Any Other Last Names/Aliases

SEALED OR EXPUNGED RECORD(S) Month, Day and Year required for Sealed or Expunged Record(s) Listed

City	State	Date mm/dd/yyyy	Charge	Plea	Disposition (outcome)

CRIMINAL OFFENSE RECORD(S) Month and Year required for Criminal Offense Record(s) Listed

City	State	Date mm/dd/yyyy	Charge	Plea	Disposition (outcome)

PROFESSIONAL LICENSE OR CERTIFICATE SANCTION(S)

State: _____ Year: _____	License or Certificate: _____
Issuing Agency: _____	Sanction and Reason: _____
State: _____ Year: _____	License or Certificate: _____
Issuing Agency: _____	Sanction and Reason: _____
State: _____ Year: _____	License or Certificate: _____
Issuing Agency: _____	Sanction and Reason: _____

LEGAL DISCLOSURE AFFIDAVIT

I, _____, do hereby affirm that all information provided in this Legal Disclosure section and
Print Name

Supplement to my application for a Florida Educator's certificate is true, accurate, and complete.

WARNING: GIVING FALSE INFORMATION IN ORDER TO OBTAIN OR RENEW A FLORIDA EDUCATOR'S CERTIFICATE IS A CRIMINAL OFFENSE UNDER FLORIDA LAW. ANYONE GIVING FALSE INFORMATION ON THIS AFFIDAVIT IS SUBJECT TO CRIMINAL PROSECUTION, AS WELL AS DISCIPLINARY ACTION BY THE EDUCATION PRACTICES COMMISSION.

<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>
Applicant's Signature	Date



**CORAL SPRINGS
CHARTER SCHOOL**

www.coralspringscharter.org

April 6, 2023

To Whom it May Concern,

We are requesting a two-year extension of Josefina Munoz's temporary certificate (#1171949) that will expire on June 30, 2023. Ms. Munoz meets the requirement based on the status of her highly effective rating according to the most recent evaluation.

Thank you for your consideration in this matter,

Nancy Metayer Bowen

Chairman, Coral Springs Charter School Board



Charter Schools USA Teacher Evaluation System
2021-22 School Year

Teacher Name: Josefina Munoz
School: Coral Springs Charter School - 5091
Position: MS World Language Teacher
Submitted to County: Broward County

Final Score: 3.81
Final Rating: Highly Effective

55%	Instructional Practice:	<u>3.66</u>
	35% <i>TFET</i>	<u>3.47</u>
	20% <i>DPP</i>	<u>4.00</u>

45%	Student Performance	<u>4.00</u>
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School Leader: Gary Springer

Signature: _____



**CORAL SPRINGS
CHARTER SCHOOL**

www.coral Springs charter.org

April 6, 2023

To Whom it May Concern,

We are requesting a two-year extension of Adriana Martinez's temporary certificate (#1395744) that will expire on June 30, 2023. Ms. Martinez meets the requirement based on the status of her highly effective rating according to the most recent evaluation.

Thank you for your consideration in this matter,

Nancy Metayer Bowen

Chairman, Coral Springs Charter School Board



Charter Schools USA Teacher Evaluation System

2021-22 School Year

Teacher Name: Adriana Martinez
School: Coral Springs Charter School - 5091
Position: HS English Teacher
Submitted to County: Broward County

Final Score: 3.47

Final Rating: Highly Effective

55%	Instructional Practice:	<u>3.03</u>
	35% <i>TFET</i>	<u>3.05</u>
	20% <i>DPP</i>	<u>3.00</u>

45%	Student Performance	<u>4.00</u>
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School Leader: Gary Springer

Signature: _____



**CORAL SPRINGS
CHARTER SCHOOL**

www.coralspringscharter.org

April 6, 2023

To Whom it May Concern,

We are requesting a two-year extension of Michael Maselli's temporary certificate (#1423723) that will expire on June 30, 2023. Mr. Maselli meets the requirement based on the status of her highly effective rating according to the most recent evaluation.

Thank you for your consideration in this matter,

Nancy Metayer Bowen

Chairman, Coral Springs Charter School Board



Charter Schools USA Teacher Evaluation System
2021-22 School Year

Teacher Name: Michael Maselli
School: Coral Springs Charter School - 5091
Position: HS Science Teacher
Submitted to County: Broward County

Final Score: 3.50
Final Rating: Highly Effective

55%	Instructional Practice:	<u>3.09</u>
	35% TFET	<u>3.14</u>
	20% DPP	<u>3.00</u>

45%	Student Performance	<u>4.00</u>
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School Leader: Gary Springer

Signature: _____



April 6, 2023

To Whom it May Concern,

We are requesting a two-year extension of Samantha Vieira's temporary certificate (#1379907) that will expire on June 30, 2023. Ms. Vieira meets the requirement based on the status of her highly effective rating according to the most recent evaluation.

Thank you for your consideration in this matter,

Nancy Metayer Bowen

Chairman, Coral Springs Charter School Board



Charter Schools USA Teacher Evaluation System
2021-22 School Year

Teacher Name: Samantha Vieira
School: Coral Springs Charter School - 5091
Position: HS ESE Teacher
Submitted to County: Broward County

Final Score: 3.76
Final Rating: Highly Effective

55%	Instructional Practice:	<u>3.55</u>
	35% <i>TFET</i>	<u>3.30</u>
	20% <i>DPP</i>	<u>4.00</u>

45%	Student Performance	<u>4.00</u>
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School Leader: Gary Springer

Signature: _____

Summary Sheet

Agenda Item: 8.

Meeting Date: May 3, 2023

Subject: 2023-2024 School Year Calendar - Principal Gary Springer

Requested Action: The proposed school year calendar is the same as the School Board of Broward County school calendar. Request to approve the 2023-24 school year calendar. (REQUEST TO APPROVE)

Placement: Charter School Board of Directors Meeting Agenda

Attachments: [School Year Schedule](#)

Charter Schools USA (Broward County)

2023-2024 School Calendar

July 4, 2023	Holiday – School Closed
August 7, 2023	First Day for New Teachers (NTI)
August 10, 2023	First Day for Returning Teachers (RTO)
August 21, 2023	First Day for Students / Start of Quarter 1
September 4, 2023	Holiday – School Closed
September 25, 2023	Holiday – No School for Students and Teachers
October 3, 2023	Quarter 1 Progress Reports
October 23, 2023	Early Dismissal for Students / End of Quarter 1 (44 Days)
October 24, 2023	Professional Development Day – No School for Students
October 25, 2023	Start of Quarter 2
November 7, 2023	Professional Development Day – No School for Students
November 10, 2023	Holiday – School Closed
November 14, 2023	Quarter 1 Report Cards
November 20, 2023 – November 22, 2023	Holiday – No School for Students and Teachers
November 23, 2023 – November 24, 2023	Holiday – School Closed
November 28, 2023	Quarter 2 Progress Reports
December 25, 2023 – January 5, 2024	Winter Break – No School for Students and Teachers
December 25, 2023	Holiday – School Closed
December 26, 2023	Holiday – School Closed
December 29, 2023	Holiday – School Closed
January 1, 2024	Holiday – School Closed
January 15, 2024	Holiday – Schools Closed
January 19, 2024	Early Dismissal for Students / End of Quarter 2 (45 Days)
January 22, 2024	Professional Development Day – No School for Students
January 23, 2024	Start of Quarter 3
February 1, 2024	Quarter 2 Report Cards
February 13, 2024	Quarter 3 Progress Reports
February 14, 2024	Early Dismissal for Students
February 19, 2024	Holiday – Schools Closed
March 21, 2024	Early Dismissal for Students / End of Quarter 3 (42 Days)
March 22, 2024	Professional Development Day – No School for Students
March 25, 2024 – March 29, 2024	Spring Break - No School for Students and Teachers
April 1, 2024	Start of Quarter 4
April 10, 2024	Professional Development Day – No School for Students
April 16, 2024	Quarter 3 Report Cards
May 7, 2024	Quarter 4 Progress Reports
May 24, 2024	Early Dismissal for Students
May 27, 2024	Holiday – Schools Closed
June 10, 2024	Early Dismissal for Students / Last Day for Students / End of Quarter 4 (49 Days)
June 11, 2024	Last Day for Teachers
June 28, 2024	Quarter 4 Report Cards