

CITY OF CORAL SPRINGS, FLORIDA
CHARTER SCHOOL BOARD OF DIRECTORS

REVISED AGENDA

Wednesday, October 4, 2023
5:30 PM

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

Call to Order

Roll Call

Moment of Silence

Pledge of Allegiance

Public Comment

Consent

1. **Minutes Approval**
Request to approve the August 2, 2023 meeting minutes. (REQUEST TO APPROVE)
2. **FY24 Salary Distribution Plan Review***
Request to approve the FY24 Salary Distribution Plan from the legislative appropriations for Teacher Salary Increase Allocation (TSIA). (REQUEST TO APPROVE)
3. **Florida Virtual Contract**
Request to ratify contract between Florida Virtual and Coral Springs Charter School to provide online learning to students. (REQUEST TO RATIFY)
4. **Out-of-Field Waivers**
Request to approve, per Florida Administrative Code 6A-1.0503, out-of-field waivers that are required for teachers teaching out-of-field. (REQUEST TO APPROVE)
5. **General Knowledge Test Waiver**
Request to ratify the general knowledge test waiver for Michael Maselli. (REQUEST TO RATIFY)
6. **Statement of Assurance - Exceptional Student Education**
Request to approve the 2023-2024 Statement of Assurance for Exceptional Student Education to follow all federal laws, state laws, and state approved Broward County Special Policies and Procedures for Exceptional Student Education. (REQUEST TO RATIFY)

Policy Formation and Direction

7. **School Report (Principal Gary Springer)**
Updates about the Coral Springs Charter School. (REQUEST TO ACCEPT)
8. **Internet Safety Policy**
Request to approve the Internet Safety Policy. (REQUEST TO APPROVE)

*Item 2 – Revised attachment uploaded.

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.

Persons with disabilities who need an accommodation to participate in this proceeding should contact the City Clerk's Office at 954-344-1065 at least three (3) days in advance. If you are hearing or speech impaired, you may contact the Office of the City Clerk through the Florida Relay Service, 711.

Summary Sheet

Agenda Item: 1.

Meeting Date: October 4, 2023

Subject: Minutes Approval

Requested Action: Request to approve the August 2, 2023 meeting minutes. (REQUEST TO APPROVE)

Placement: Consent

Attachments: [Summary of August 2, 2023](#)

Background / Description: Request to approve the August 2, 2023 meeting minutes (REQUEST TO APPROVE)

CITY OF CORAL SPRINGS, FLORIDA CHARTER SCHOOL BOARD OF DIRECTORS

DRAFT SUMMARY

Wednesday, August 2, 2023
5:00 PM

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

Call to Order

The meeting was called to order by Chair Bowen at 5:00 p.m. The meeting was held in the Commission Chambers, 9500 West Sample Road, Coral Springs, Florida.

Roll Call

Chair Nancy Bowen
Vice Chair Joshua Simmons
Board Member Scott Brook (arrived 5:05 p.m.)
Board Member Shawn Cerra
Board Member Joy Carter

Also in attendance:

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

Moment of Silence

Pledge of Allegiance

Charter School Board of Directors Meeting Agenda

1. Public Input Regarding Coral Springs Charter School's Operations

There were no comments.

2. Minutes Approval

Request to approve the June 7, 2023 meeting minutes. (REQUEST TO APPROVE)

Vice Chair Simmons made a motion, seconded by Board Member Cerra, to approve the minutes of the June 7, 2023 meeting. By unanimous vote, the motion carried.

3. School Report - Principal Gary Springer

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

Principal Gary Springer delivered the principal's report, discussing return dates for teachers and students and current enrollment. He provided an update on the list of sixth grade applicants who were over offered places at the school. He reviewed the results of the student, parents, and staff satisfaction surveys. Mr. Springer fielded questions from the Board regarding the surveys and enrollment.

4. General Knowledge Test Waiver

Request to ratify the general knowledge test waiver for Josefina Munoz. (REQUEST TO RATIFY)

Rita Weaver presented the item.

Vice Chair Simmons made a motion, seconded by Board Member Carter, to ratify the general knowledge test waiver for Josefina Munoz. By unanimous vote, the motion carried.

5. Safety and Security Requirements Assurance

Request to approve the 2023-2024 Safe School Officer Attestation & Compliance. This form confirms the school is in compliance with Florida law and rules related to safety and security for the 2023-2024 school year. (REQUEST TO RATIFY)

Rita Weaver presented the item.

Board Member Brook made a motion, seconded by Board Member Cerra, to ratify the 2023-2024 Safe School Officer Attestation & Compliance. By unanimous vote, the motion carried.

6. 2023-2024 CSUSA Compensation Plan

Request to approve the 2023-2024 CSUSA Compensation Plan. (REQUEST TO APPROVE)

Rita Weaver presented the item. Vice Chair Simmons made a motion to approve, then removed the motion to allow for discussion. Ms. Weaver and Mr. Springer fielded questions from the board.

Board Member Brook made a motion, seconded by Board Member Cerra, to approve the 2023-2024 CSUSA Compensation Plan. By unanimous vote, the motion carried.

7. Instructional Evaluation Plan

Request to approve the Instructional Personnel Evaluation System. (REQUEST TO APPROVE)

Rita Weaver presented the item.

Board Member Cerra made a motion, seconded by Board Member Carter, to approve the Instructional Evaluation Plan. By unanimous vote, the motion carried.

8. Safe School Officer Documentation

This form verifies the school is in compliance with Section 1006.12, Florida Statutes for the school year 2023-2024. Request to execute form subject to Resolution approval at the Regular City Commission meeting on August 2, 2023. (REQUEST TO APPROVE)

Rita Weaver presented the item.

Board Member Brook made a motion, seconded by Board Member Cerra, to approve the Safe School Officer Documentation. By unanimous vote, the motion carried.

9. Coral Springs Charter School Governing Board 2023-2024 Meeting Schedule

Request to approve the 2023-2024 Governing Board meeting schedule. (REQUEST TO APPROVE)

Rita Weaver presented the item. Board Member Brook noted he would not be present at the April meeting.

Board Member Carter made a motion, seconded by Board Member Cerra, to approve the Governing Board 2023-2024 Meeting Schedule. By unanimous vote, the motion carried.

10. Fiscal Year 2023 Budget Amendment

The FY2023 Charter School Fund preliminary expenditures are expected to be \$6,481 under budget, pending audit review. Rather than wait until the audit is completed, staff recommends amending the FY2023 budget to appropriate funds in the amount of \$160,000, or 1%, to capture any additional expenditures that may be added to FY2023 after audit review, eliminating the need for an additional future ordinance. (REQUEST TO APPROVE)

Rita Weaver presented the item.

Board Member Carter made a motion, seconded by Board Member Brook, to approve the Fiscal Year 2023 Budget Amendment. By unanimous vote, the motion carried.

11. Mental Health Assistance Plan

Coral Springs Charter School is committed to increasing access to mental health supports for its students. The Mental Health Assistance Plan defines strategies to assess students' needs and deliver appropriate services. Request to opt out of the Broward County School district plan and approve the Mental Health Assistance Plan for Coral Springs Charter School. (REQUEST TO APPROVE)

Rita Weaver presented the item. Ms. Weaver and Mr. Springer fielded questions from the board.

Board Member Brook made a motion, seconded by Board Member Cerra, to approve the Mental Health Assistance Plan. By unanimous vote, the motion carried.

12. CSUSA Reading Plan

Request to approve the 2023-2024 School Reading Plan. (REQUEST TO APPROVE)

Rita Weaver presented the item.

Board Member Carter made a motion, seconded by Board Member Cerra, to approve the 2023-2024 School Reading Plan. By unanimous vote, the motion carried.

Board Communications

- Ms. Weaver provided input on how the forthcoming Broward County School Board vote on increasing teachers' salaries will impact Coral Springs Charter School.
- Coral Springs Charter School students and staff were wished a happy new school year.
- There was a request to provide dates for upcoming senior nights.
- There was a request to provide updates on alumni games.

Adjournment

There being no additional business, the meeting adjourned at 5:32 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: 2.

Meeting Date: October 4, 2023

Subject: FY24 Salary Distribution Plan Review

Requested Action: Request to approve the FY24 Salary Distribution Plan from the legislative appropriations for Teacher Salary Increase Allocation (TSIA). (REQUEST TO APPROVE)

Placement: Consent

Attachments: [Teacher Salary Increase Allocation \(TSIA\)](#)

Background / Description: As part of the legislative appropriations for Teacher Salary Increase Allocation (TSIA), district and charter schools are required to submit the statutorily required distribution plan. Salary Increase Allocation growth funds will not be distributed to school districts until they have submitted a plan compliant with the law. As part of the Florida Education Finance Program (FEFP) Broward County received \$1,587,558,299 of base funding, a \$94,142,207 salary increase. Coral Springs Charter School will be receiving \$138,583.

History:

In 2020-21 fiscal year, the legislature appropriated \$500 million for the Teacher Salary Increase Allocation (TSIA) in the Florida Education Finance Program (FEFP). From these funds, 80 percent of the allocation was to be used to increase the minimum base salary for all full-time classroom teachers, as defined in section (s.) 1012.01(2) Florida Statutes (F.S.), to \$47,500 or the maximum amount achievable.


In the 2022-23 fiscal year, the FEFP included \$800 million for the TSIA. Of this allocation, \$550 million was allocated for the maintenance of the salary increases provided in previous years, and the remaining \$250 million (growth allocation) was for salary increases in the 2022-23 year.

In the 2023-24 fiscal year, the legislature removed the TSIA as a separate categorical within the FEFP and incorporated these funds into the Base Funding Allocation. The funding was not removed; rather, the Base Funding Allocation was increased to an amount that would generate an additional \$1,052,803,316 of funding for the Classroom Teacher and Other Instructional Personnel Salary Increase Allocation.



Ben Gibson, *Chair*
Ryan Petty, *Vice Chair*
Members
Monesia Brown
Esther Byrd
Grazie Pozo Christie
Kelly Garcia
MaryLynn Magar

MEMORANDUM

TO: District School Superintendents
FROM: Suzanne Pridgeon 
DATE: September 8, 2023
SUBJECT: 2023-24 Salary Increase Allocation

In the 2020-21 fiscal year, the legislature appropriated \$500 million for the Teacher Salary Increase Allocation (TSIA) in the Florida Education Finance Program (FEFP). From these funds, 80 percent of the allocation was to be used to increase the minimum base salary for all full-time classroom teachers, as defined in [section \(s.\) 1012.01\(2\), Florida Statutes \(F.S.\)](#), to \$47,500 or the maximum amount achievable. The remaining 20 percent, along with any unused funds from the 80 percent allocation, were to be used to provide salary increases to any full-time classroom teacher who did not receive an increase from the 80 percent allocation or received an increase of less than 2 percent, as well as any other full-time instructional personnel, as defined in s. 1012.01(2)(b)-(d), F.S. In 2021-22, the legislature increased the TSIA by \$50 million, for a total of \$550 million.

In the 2022-23 fiscal year, the FEFP included \$800 million for the TSIA. Of this allocation, \$550 million was allocated for the maintenance of the salary increases provided in previous years, and the remaining \$250 million (growth allocation) was for salary increases in the 2022-23 year. Districts were required to use 50 percent of the growth allocation (previously this was 80 percent) to increase the minimum base salary. Pursuant to [s. 1011.62\(14\)\(b\)4., F.S.](#), school districts and charter schools may not reduce the salary increases provided in any subsequent fiscal year unless specifically authorized in the General Appropriations Act.

In the 2023-24 fiscal year, the legislature removed the TSIA as a separate categorical within the FEFP and incorporated these funds into the Base Funding Allocation. The funding was not removed; rather, the Base Funding Allocation was increased to an amount that would generate an additional \$1,052,803,316 of funding for the Classroom Teacher and Other Instructional Personnel Salary Increase Allocation. Of this total, a maintenance allocation of \$802,474,026, or 4.52 percent of each district's Base Funding Allocation, is allocated to maintain the salary increases provided in previous years through the Teacher Salary Increase Allocation, and a growth allocation of \$250,329,290, or 1.41 percent of each district's Base Funding Allocation, is provided for salary increases in the 2023-24 year.

Suzanne Pridgeon
Deputy Commissioner, Finance and Operations

Attachment 1 shows the Salary Increase Allocations for the 2023-24 fiscal year as computed in the 2023-24 FEFP Conference Calculation. These amounts will not change in any subsequent calculation of the FEFP.

Just as the calculated Salary Increase Allocation amounts for school districts are based on each district's base funding amount, charter schools' maintenance and growth allocations, respectively, should be 4.52 percent and 1.41 percent of their base funding. School districts should not recalculate an allocation after it has been calculated as of the 2023-24 FEFP Conference Calculation.

2023-24 Maintenance Allocation

In 2023-24, the Florida Department of Education (department) began paying maintenance allocation funds to districts with the first FEFP payment. The only Salary Increase Allocation funding withheld by the department will be growth allocation funds, which will be distributed upon submission of a board-approved and union-ratified distribution plan that has been determined by the department to be compliant with the law.

2023-24 Salary Increase Allocation Distribution Plans

Districts and charter schools will be required to use the attached templates for the submission of the statutorily required distribution plans. Plans that are approved by the school board and ratified by the union **must be submitted to the department by October 1, 2023**. Salary Increase Allocation growth funds will not be distributed to school districts until they have submitted a plan compliant with the law. Charter schools should submit their board-approved distribution plans to their sponsoring school district so that they can be submitted to the department. Plans that are not completed on the attached, unaltered templates will not be accepted and will need to be revised. Once completed, plans can be submitted at <https://survey.alchemer.com/s3/7475017/2023-2024-Teacher-Salary-Increase-Allocation-Plan>.

If, by the October 1, 2023, deadline, a district's plan has not yet been approved by the school board and ratified by the union, please submit a statement to the department by this date detailing what steps the district has taken in the process and whether it has an anticipated date for completion.

SALARY INCREASE ALLOCATION GENERAL IMPLEMENTATION TIMELINE FOR SCHOOL DISTRICTS	
July 1, 2023, and before October 1, 2023	Each superintendent submits a proposed salary distribution plan to the district school board for approval. Each charter school administrator submits a proposed salary distribution plan to the charter school's governing body for approval.
On or before October 1, 2023	Each school district must submit to the department an approved district salary distribution plan.

August 1, 2024	Each school district must submit a final salary increase allocation expenditure report to the department. Each charter school governing board must submit its final report to the district in time to be included in the school district report to the department.
----------------	--

If you have questions regarding program reporting requirements, please email Virginia Whitaker at edrecognition@fldoe.org. For FEFP or finance questions, please email Josh Bemis at Josh.Bemis@fldoe.org.

SP/ja

Attachment 1 – 2023-24 Salary Increase Allocations

Attachment 2 – 2023-24 District Distribution Plan Template

Attachment 3 – 2023-24 Charter School Distribution Plan Template

Attachment 4 – 2023-24 Salary Increase Allocation Frequently Asked Questions

cc: District Finance Officers

District Charter School Contacts

Paul Burns, Chancellor, Division of Public Schools

Mark Eggers, Assistant Deputy Commissioner, Division of Finance and Operations

Li Liu, Bureau Chief, Office of Funding and Financial Reporting

Josh Bemis, Educational Policy Director, Office of Funding and Financial Reporting

Virginia Whitaker, Bureau of Educator Recruitment, Development and Retention

Florida Department of Education

2023-24 FEFP Conference Calculation
Classroom Teacher and Other Instructional Personnel Salary Increase

District	2023-24 Base Funding	4.52% for Maintaining 2022-23 Increases	1.41% for 2023-24 Increases	Teacher and Other Instructional Personnel Salary Increase
	-1-	-2-	-3-	-4-
1 Alachua	177,062,773	8,003,237	2,496,585	10,499,822
2 Baker	27,969,514	1,264,222	394,370	1,658,592
3 Bay	164,216,686	7,422,594	2,315,455	9,738,049
4 Bradford	18,008,688	813,993	253,923	1,067,916
5 Brevard	452,231,274	20,440,854	6,376,461	26,817,315
6 Broward	1,587,558,299	71,757,635	22,384,572	94,142,207
7 Calhoun	12,129,922	548,272	171,032	719,304
8 Charlotte	100,960,950	4,563,435	1,423,549	5,986,984
9 Citrus	90,944,387	4,110,686	1,282,316	5,393,002
10 Clay	224,785,937	10,160,324	3,169,482	13,329,806
11 Collier	306,605,685	13,858,577	4,323,140	18,181,717
12 Columbia	58,321,943	2,636,152	822,339	3,458,491
13 Miami-Dade	2,152,632,333	97,298,981	30,352,116	127,651,097
14 DeSoto	26,321,552	1,189,734	371,134	1,560,868
15 Dixie	12,311,361	556,474	173,590	730,064
16 Duval	800,332,764	36,175,041	11,284,692	47,459,733
17 Escambia	223,942,765	10,122,213	3,157,593	13,279,806
18 Flagler	79,590,621	3,597,496	1,122,228	4,719,724
19 Franklin	6,509,714	294,239	91,787	386,026
20 Gadsden	26,621,100	1,203,274	375,358	1,578,632
21 Gilchrist	17,848,270	806,742	251,661	1,058,403
22 Glades	10,594,679	478,879	149,385	628,264
23 Gulf	11,387,152	514,699	160,559	675,258
24 Hamilton	9,588,227	433,388	135,194	568,582
25 Hardee	27,732,401	1,253,505	391,027	1,644,532
26 Hendry	77,928,361	3,522,362	1,098,790	4,621,152
27 Hernando	148,115,043	6,694,800	2,088,422	8,783,222
28 Highlands	71,133,995	3,215,257	1,002,989	4,218,246
29 Hillsborough	1,346,469,552	60,860,424	18,985,221	79,845,645
30 Holmes	17,999,074	813,558	253,787	1,067,345
31 Indian River	99,995,966	4,519,818	1,409,943	5,929,761
32 Jackson	35,063,745	1,584,881	494,399	2,079,280
33 Jefferson	5,462,431	246,902	77,020	323,922
34 Lafayette	6,828,647	308,655	96,284	404,939
35 Lake	286,760,545	12,961,577	4,043,324	17,004,901
36 Lee	600,885,724	27,160,035	8,472,489	35,632,524
37 Leon	189,993,666	8,587,714	2,678,911	11,266,625
38 Levy	33,666,894	1,521,744	474,703	1,996,447
39 Liberty	7,914,963	357,756	111,601	469,357
40 Madison	13,432,329	607,141	189,396	796,537
41 Manatee	299,450,332	13,535,155	4,222,250	17,757,405
42 Marion	274,902,982	12,425,615	3,876,132	16,301,747
43 Martin	112,832,186	5,100,015	1,590,934	6,690,949
44 Monroe	51,510,295	2,328,265	726,295	3,054,560
45 Nassau	76,712,115	3,467,388	1,081,641	4,549,029
46 Okaloosa	191,371,216	8,649,979	2,698,334	11,348,313
47 Okeechobee	36,402,652	1,645,400	513,277	2,158,677
48 Orange	1,295,594,789	58,560,884	18,267,887	76,828,771
49 Osceola	446,047,562	20,161,350	6,289,271	26,450,621
50 Palm Beach	1,221,187,739	55,197,686	17,218,747	72,416,433
51 Pasco	501,929,430	22,687,210	7,077,205	29,764,415
52 Pinellas	569,437,573	25,738,578	8,029,070	33,767,648
53 Polk	689,036,727	31,144,460	9,715,418	40,859,878
54 Putnam	58,225,017	2,631,771	820,973	3,452,744
55 St. Johns	308,333,945	13,936,694	4,347,509	18,284,203
56 St. Lucie	276,101,670	12,479,795	3,893,034	16,372,829
57 Santa Rosa	182,236,374	8,237,084	2,569,533	10,806,617
58 Sarasota	287,494,749	12,994,763	4,053,676	17,048,439
59 Seminole	399,580,856	18,061,055	5,634,090	23,695,145
60 Sumter	56,904,880	2,572,101	802,359	3,374,460
61 Suwannee	34,587,511	1,563,355	487,684	2,051,039
62 Taylor	16,494,996	745,574	232,579	978,153
63 Union	13,426,202	606,864	189,309	796,173
64 Volusia	372,657,614	16,844,124	5,254,472	22,098,596
65 Wakulla	30,382,062	1,373,269	428,387	1,801,656
66 Walton	67,289,345	3,041,478	948,780	3,990,258
67 Washington	19,140,431	865,147	269,880	1,135,027
69 FAMU Lab School	3,226,260	145,827	45,490	191,317
70 FAU - Palm Beach	7,890,425	356,647	111,255	467,902
71 FAU - St. Lucie	7,903,877	357,255	111,445	468,700
72 FSU Lab - Broward	3,985,880	180,162	56,201	236,363
73 FSU Lab - Leon	10,253,710	463,468	144,577	608,045
74 UF Lab	6,667,258	301,360	94,008	395,368
75 Virtual School	256,156,793	11,578,287	3,611,811	15,190,098
76 FSU Lab - Bay	634,757	28,691	8,950	37,641
State	17,753,850,142	802,474,026	250,329,290	1,052,803,316

Classroom Teacher and Other Instructional Personnel Salary Increase Allocation

Frequently Asked Questions

DISTRICT'S/CHARTER'S SHARE OF RECURRING MAINTENANCE ALLOCATION

Q1. Can districts/charters use their allocation amount from the previous year as their maintenance allocation for 2023-24?

A. No. Each district/charter is allocated 4.52% of its Base Funding from the 2023-24 Florida Education Finance Program (FEFP) Conference Calculation for its 2023-24 maintenance allocation.

Q2. What if the district's/charter's share of the maintenance allocation exceeds the cost to maintain the salary increases provided in previous years?

A. Any remaining funds from the maintenance allocation will be combined with the district's or charter's share of the current year's growth allocation.

Q3. What if the district's/charter's share of the maintenance allocation is not sufficient to cover the cost to maintain the salary increases provided in previous years?

A. Other funding sources must be used to cover the shortfall. The growth allocation in 2023-24 may not be used to maintain salary increases that were provided in previous fiscal years.

Q4. Will maintenance allocation funds be distributed to districts before plans are reviewed by the Florida Department of Education (department)?

A. Yes. Districts will begin receiving their maintenance allocation funds with the first FEFP distribution of the year and will continue to receive them with each subsequent payment. The department will withhold growth allocation funds until the submission of a board-approved and union-ratified plan that has been determined by the department to be compliant with the law. Districts should ensure that their charter schools are receiving their appropriate share of this funding at the start of each year.

DISTRICT'S/CHARTER'S SHARE OF THE 2023-24 GROWTH ALLOCATION

Q5. How should the growth allocation be used?

A. The growth allocation, or 1.41 percent of a school district's or charter school's 2023-24 FEFP Conference Calculation Base Funding, shall be used to either (a) increase the minimum base salary for all full-time classroom teachers reported on the school district's or the charter school's performance salary schedule, as defined in [s. 1012.22\(1\)\(c\), F.S.](#), to at least \$47,500 or the maximum amount achievable based on the amount the 1.41 percent generates, and/or (b) to provide salary increases to other full-time instructional personnel as defined by [s. 1012.01\(2\)\(a\)-\(d\), F.S.](#), as best meets the needs of the district.

Q6. Can growth allocation funds be used to provide salary increases to paraprofessionals or substitute teachers?

A. No. These funds may only be used to provide salary increases to full-time classroom teachers and to other instructional personnel as defined in [s. 1012.01\(2\)\(a\)-\(d\), F.S.](#)

Q7. Can pre-kindergarten teachers be included in salary increases provided from the growth allocation?

A. Yes, provided the teacher is categorized as a full-time classroom teacher as defined in [s. 1012.01\(2\)\(a\), F.S.](#), and provides instruction in a program funded by the FEFP. A full-time classroom teacher in a Voluntary Prekindergarten Program authorized by [ss. 1002.61 or 1002.63, F.S.](#), is eligible only if the teacher is providing exceptional education services to students with disabilities.

UNEXPENDED FUNDS

Q9. Can funds be held and used for salary increases in the following fiscal year?

A. No. Salary Increase Allocation funds are intended to be used for salary increases for eligible staff in the current fiscal year only and can only be used for expenditures incurred during that fiscal year. If there are any remaining funds at the end of the fiscal year and the district is unable to use them in accordance with their distribution plan, they should be returned to the department.

Q10. How should a charter school return any unexpended Salary Increase Allocation funds?

A. Charter schools should return any unexpended Salary Increase Allocation funds to their sponsoring school district so that the funds may either be included in the district's plan or returned by the district to the department.

ADMINISTRATION

Q11. What information needs to be included in a distribution plan for it to be compliant with the Salary Increase Allocation law?

A. The department has provided the required templates to be used for school district or charter school distribution plans. Using these templates will ensure that all necessary information is included for the department to determine the plan's compliance with the law.

Q12. Can a district or charter school use its own template for its distribution plan?

A. No. If the provided templates are not used, the plan will need to be resubmitted.

Q13. What reporting requirements are in place for the Salary Increase Allocation?

A. The reporting requirements in 2023-24 remain the same as for previous years, except that a preliminary expenditure report is no longer required. Districts and charter schools are required to meet the following deadlines:

- October 1, 2023 – Submit a compliant Salary Increase Allocation distribution plan to the department.
- August 1, 2024 – Submit a final expenditure report and salary schedule to the department.

Q14. What if a district/charter school's plan is not finalized by the October 1 due date?

A. If a plan has not been both approved by the district school board (or charter governing board) and ratified by the teacher's union, a statement must be submitted to the department detailing what steps have been taken in this process and when the entity anticipates the submission of a board-approved and ratified plan.

Q15. Can charter schools combine allocations for the purpose of submitting a single distribution plan?

A. Yes, provided the charter schools are in the same school district and operated by the same charter management company.

Q16. If a charter management company has grouped several of its charter schools' plans in the same district together, should a plan for each school be submitted?

A. No, only one version of the plan is necessary. The provided plan template will allow the management company to include the school numbers grouped together in that plan.

Q17. Can a district or school use additional funds to further increase the minimum base salary achieved through the Salary Increase Allocation?

A. Yes. Districts and charter schools are encouraged to use other funds to supplement the salary increases provided through the Salary Increase Allocation.

Q18. Should a staff member who was terminated or voluntarily separated from the district or school be entitled to back pay of salary increases?

A. Yes. A staff member would be entitled to the portion of the salary increase he or she would have received if the raise had gone into effect at the beginning of the year. For example, a staff member who was earning \$40,000 before the Salary Increase Allocation increase and who was entitled to \$45,000 after the Salary Increase Allocation increase, but was either terminated or resigned after the first three months of the year, would be entitled to a payment of \$1,250 (assuming that this staff member was being paid over a 12-month period).

Q19. How should the salary increases be distributed to teachers and instructional staff if the funds were withheld until later in the year?

A. Once Salary Increase Allocation funds are released to a district or charter school, it is recommended that the district or charter school catch up the salaries to the point where they would have been if the funds had been available at the beginning of the year.

Q20. Can school districts or charters recalculate their allocation throughout the year?

A. Salary Increase Allocation amounts are established in the 2023-24 FEFP Conference Calculation. The department recommends that school districts *not change* allocations for charter schools after this point.

Q21. How should school districts determine when to send growth allocation funds to their charter schools?

A. Previous language regarding the timing for Salary Increase Allocation fund distribution to charter schools was stricken by the legislature in 2023-24. Therefore, it is at the district's discretion whether to send growth allocation funds to a charter school before or after its plan has been submitted and determined to be in compliance with the law. However, maintenance allocation funds should be distributed from the first payment of the year throughout the remainder of the fiscal year, as those funds are not contingent upon the submission of a distribution plan.

Q22. What if the district is ready to submit its approved plan, but only some or none of the approved charter school plans have been submitted to the district?

A. The district should submit its district school board-approved Salary Increase Allocation plan to the department. As the district receives the governing board-approved Salary Increase Allocation plans from its charter schools, it should submit them immediately to the department as they become available.

Q23. What if the charter school submitted an approved plan to the school district, but the district is not ready to submit its Salary Increase Allocation plan?

A. The district should submit approved charter school plans to the department as soon as they are received, regardless of the status of the district's Salary Increase Allocation plan.

Q24. After receipt of the growth funds from the district, are charter schools required to pay teachers?

A. Charter schools are encouraged to pay the growth funds only after notification from the department that the charter school's plan is compliant with law. In the event that a school begins implementing a plan that is not compliant, it is the charter school's responsibility to recover any funds from its teachers/staff after it amends its plan to comply with the law.

COMMONLY USED TERMINOLGY

Total Allocation – The total amount of a district or charter school's Salary Increase Allocation, equivalent to 5.93 percent of Base Funding.

Maintenance Allocation – Portion of the district or charter school's Salary Increase Allocation for the purposes of maintaining prior year increases, equivalent to 4.52 percent of Base Funding.

Growth Allocation – Portion of the district or charter school's Salary Increase Allocation for the purposes of providing salary increases to eligible staff in the current year, equivalent to 1.41 percent of Base Funding.

Maintenance Cost – The amount necessary for a district or charter school to maintain the salary increases provided in previous years. This cost may exceed or be less than the entity's maintenance allocation.

**2023-24 SALARY INCREASE ALLOCATION
CHARTER DISTRIBUTION PLAN TEMPLATE
DUE OCTOBER 1, 2023**

Instructions: Use this template only if you are submitting a plan for a charter school. School districts should use the district specific template. Complete the following sections in order, then review the error report at the end of the survey. **DO NOT modify this template.** Enter data as directed, as any modification will result in the need for a resubmission.

Boxes with this color indicate that data should be entered. Do not modify other cells.

Sponsoring District Name (From the Charter Plan Tab)	Broward
Charter School Number	5091
Charter School Name	al Springs Charter School

SECTION A - Allocation Data

A1	Charter proportionate share of the Maintenance Allocation.	\$493,612
A2	Charter proportionate share of the Growth Allocation.	\$153,981
A3	Charter proportionate share of the Salary Increase Allocation from 2023-24 FEFP Conference Calculation.	\$647,593
A4	Additional funding used for increases to the minimum base in the current year (do not include these expenses below).	\$0

SECTION B - Maintenance Allocation: Used to maintain the salary increases provided through Salary Increase Allocation in previous fiscal years. If the cost to maintain these increases is greater than the charter's Maintenance Allocation, other funding sources must be used to cover this difference. If the cost to maintain these increases is less than the charter's Maintenance Allocation, the remaining funds will be combined with the charter's Growth Allocation. See FAQs Q1 through Q4.

B1	Funds available for the maintenance of prior year Teacher Salary Increase Allocation increases.	\$493,612
B2	Total cost to maintain the salary increases provided through the Salary Increase Allocation in previous years (enter the total cost here, even if it exceeds the allocation).	\$469,020
B3	Funds remaining from the charter's share of the 2023-24 Maintenance Allocation.	\$24,592

SECTION C - Growth Allocation: Used to either (a) increase the minimum base salary reported on the charter school's performance salary schedule, as defined in section 1012.22(1)(c), F.S., to at least \$47,500 or the maximum amount achievable based on the amount the 1.41 percent generates, and/or (b) to provide salary increases to other full-time instructional personnel as defined in section 1012.01(2)(a)-(d), F.S. See FAQs Q5 through Q7.

c1	Funds available from the growth allocation and remaining maintenance allocation (A2+B2).	\$178,573
c2	2022-23 minimum base salary for teachers as defined in s. 1012.01(2)(a), F.S., including certified prekindergarten teachers funded in the 2022-23 FEFP.	\$47,500
c3	Adjusted minimum base salary for 2023-24 for teachers as defined in s. 1012.01 (2)(a), F.S., per implementation of the Salary Increase Allocation and any additional funding sources used.	\$51,000
c4	Increase in the minimum base salary as a result of the Salary Increase Allocation (Item C4 minus Item C3).	\$3,500
c5	Total planned expenditure of funds used to increase salaries for full-time classroom teachers to the minimum base salary listed in item C3, if applicable. (Example: One teacher receives \$5,000 increase + two teachers receive \$3,000 increase each = \$11,000).	\$44,704
c6	Total planned expenditure of funds used to provide salary increases to full-time classroom teachers who do not fall into item C5. (Example: One teacher receives \$4,000 increase + two teachers receive \$1,000 increase each = \$6,000).	\$77,050

c7	Total planned expenditures of funds used to increase full-time instructional personnel as defined by s. 1012.01(2)(b)-(d), F.S. (Example: One staff receives \$5,000 increase + two staff receive \$1,500 increase each = \$8,000).	\$16,100
c8	Total dollar amount of unused funds (Item C1 minus Item C5, C6 and C7). This cell should be zero.	\$40,719

Section D - Error Report: *The following items will indicate whether there is an error with the data entered on the report or if some data should be verified for accuracy. Do not submit this report unless item D3 in this section is marked YES.*

d1	Data entered in all fields (if "No", verify that all orange boxes contain data, even if 0).	Yes
d2	The minimum base salary is greater than or equal to the previous year (if "No", please correct, as the minimum base cannot be lower than what was established in the previous year).	Yes
d3	2023-24 Salary Increase Allocation Distribution Plan ready to submit?	Yes

**2023-23 SALARY INCREASE ALLOCATION
CHARTER DISTRIBUTION PLAN
DUE OCTOBER 1, 2023**

This file is a template to assist school districts with providing the necessary Salary Increase Allocation information to the department in order to comply with section 1011.62, Florida Statutes. Please review the Frequently Asked Questions provided with the department's 2023-24 Salary Increase Allocation memorandum for additional information on the administration of these funds.

All charter schools are required to submit this template. Please see FAQ Q21 regarding receiving the growth allocation from the district. The following instructions will help you complete this requirement.

1. Complete the following table:

Sponsoring District Name (choose from drop-down menu)	Broward
Charter School Name	Coral Springs Charter School
Charter School Number (ex. 1234)	5091
Grouped Charter School Numbers (Do not enter names. Enter school numbers only and separate multiple numbers with commas. Do not fill this box in if this plan is for one school only.)	
Contact Name:	Dr. Eddie Ruiz
Contact Phone:	954-202-3500
Contact Email:	er Ruiz@charterschoolsusa.com
Does this file represent a board-approved plan?	Yes
Does this file represent a union-ratified plan?	No
Is the district withholding for fringe benefits?	Yes

2. Navigate to the "Charter Plan" tab of this workbook. Enter data where indicated by colored cells. Once this has been completed, review the error report in Section D and ensure that the last item shows a "Yes" before moving on.

3. Charter schools should submit their distribution plans directly to their sponsoring school district.

**2023-2024 Teacher Salary Increase Allocation (TSIA)
Proposed Salary Distribution Plan**

Governing Board Certification Form

School Name	
MSID	
Name of Principal	
Name of Governing Board Chair	
Date of Governing Board Meeting	

I, _____, (*Governing Board Chair Name*) as the official who is authorized to legally bind the School, do hereby certify to the best of my knowledge that the attached **salary distribution plan** was approved by the school's Governing Board on the date listed above and complies with the requirements outlined in Section 1011.62(14), Florida Statutes. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds outlined in this plan. All records necessary to substantiate these requirements will be available for review by appropriate District staff. I understand that detailed allocation reports, aligned with this approved plan, will be due to the FDOE in December 2023 and August 2024.

Signature of Governing Board Chair Date

Summary Sheet

Agenda Item: 3.

Meeting Date: October 4, 2023

Subject: Florida Virtual Contract

Requested Action: Request to ratify contract between Florida Virtual and Coral Springs Charter School to provide online learning to students. (REQUEST TO RATIFY)

Placement: Consent

Attachments: [FLVS \(3yr\) - 2023-2026 BLC Agreement](#)
[Florida Virtual School Facilitation](#)

Background / Description: Pursuant to statute 1002.45(1)(d), Coral Springs Charter School may operate a virtual school. Florida Virtual School is one of the world's leading online learning providers that delivers engaging and innovative experiences so students can enjoy a safe, reliable, and flexible education in a supportive environment. The contract is for three (3) academic school terms, July 1, 2023 through June 30, 2026.



BLENDED LEARNING COMMUNITY AGREEMENT

**by and between
FLORIDA VIRTUAL SCHOOL
and
Coral Springs Charter School (5091)**

This Blending Learning Community Agreement (“Agreement”) is entered into by and between Florida Virtual School (“FLVS”) and Coral Springs Charter School (“School”), collectively referred to hereinafter as the “Parties” or “Party.”

WHEREAS, FLVS is a corporate body and political subdivision of the State of Florida which serves a component of Florida’s Early Learning-20 Education System; and

WHEREAS, the School is a Charter School in Florida, in compliance with Section 1002.33, Florida Statutes; and

WHEREAS, the School desires to utilize FLVS services within the Blended Learning Community (“BLC”), defined as a school whereby two (2) or more students are working on FLVS course(s), taught by an FLVS virtual instructor, in a learning location at a school with a dedicated facilitator; and

WHEREAS, the Parties find the terms of this Agreement mutually beneficial and in the best interests of the students and families which they both serve.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

INCORPORATION OF RECITALS

The foregoing recitals are true, correct, and incorporated herein by reference.

1. DEFINITIONS

- a) “Affiliate” means any person or entity directly or indirectly controlling, controlled by, or under common control of another person or entity. “Control” as used here means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.
- b) “Authorized Third Parties” means any non-employee agent, representative, independent contractor, sub-contractor, or consultant of the School whose duties

- or services require or include access to or use of the Licensed Materials on behalf of or at the direction of the School.
- c) “Authorized Users” means School personnel directly employed by the School whose duties require or include access to or use of the Licensed Materials.
 - d) “Billable Enrollment” means any student enrollment designated as “Classroom Assigned” or “Active” status in the FLVS Virtual School Administrator (“VSA”) for a minimum of thirty (30) consecutive days or has achieved twenty percent (20%) completion in any status.
 - e) “Confidential Information” means (i) all information of either Party or its Affiliates or of third persons to whom the Party owes a duty of confidence that is marked confidential, restricted, or proprietary, or that may reasonably be considered as confidential from its nature or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.
 - f) “Data” means School information entered into the LMS or VSA to include, but not limited to, student, staff, school, and parent information.
 - g) “Intellectual Property” means proprietary commercial, industrial, and intellectual products and property (both tangible and intangible) as well as proprietary designs, information, processes, ideas, inventions, copyrights, trademarks, service marks, patents, trade secrets, and other legal rights and privileges held by FLVS, including those associated with and/or arising from the Licensed Materials.
 - h) “Intellectual Property Rights” includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.
 - i) “Learning Management Systems” or “LMS” means the software-based system that must be utilized to access the FLVS courses and course components.
 - j) “Licensed Materials” means the FLVS courses, course components, assessments, third-party components, Learning Management System (LMS), and Virtual School Administrator (VSA).
 - k) “Virtual School Administrator” or “VSA” means the FLVS student information and registration system.

2. LICENSE GRANT

FLVS grants to the School a restricted, non-exclusive, non-transferable license to use the Licensed Materials beginning as of the date upon which the Agreement is fully executed by both Parties and terminating pursuant to Section 3, “Term” of this Agreement. The School acknowledges and agrees that the Licensed Materials may only be accessed and used by Authorized Users and Authorized Third Parties for purposes of academic instruction and assessment of School students in accordance with this Agreement. Any other access or use of the Licensed Materials is strictly prohibited.

3. TERM

The term of this Agreement commences as of the date upon which it is fully executed by both Parties and ends on the term checked below (the “Term”). The School acknowledges that if the three (3) year term below is selected, the Billable Enrollment price will be subject to modification prior to the start of each academic school year at the sole discretion of FLVS.

School hereby agrees to accept said BLC Agreement for:

one (1) academic school year term, July 1, 2023, through June 30, 2024

three (3) academic school year terms, July 1, 2023, through June 30, 2026

4. SCHOOL OBLIGATIONS

The School shall:

- a) Complete an accurate and timely (pursuant to Section 7, “Notice in Advance of Start Date” of this Agreement), reservation in VSA to secure courses, subject to approval by FLVS.
- b) Select academically appropriate courses by the dates set forth under Section 7, “Notice in Advance of Start Date” of this Agreement for the following enrollment periods:
 - Fall: May 31 to September 1
 - Spring: November 15 to January 24
 - Summer: April 1 to June 1
- c) Provide FLVS with a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender, and grade level).
- d) Designate a BLC facilitator to monitor students and verify attendance.

- e) Grant computer access to enrolled students, along with the minimum technology required to utilize FLVS services¹.
- f) Provide two-way long-distance communication access for FLVS Instructor – student phone calls.
- g) Provide access to stakeholders involved in the success of the BLC for training and communications from FLVS.
- h) Ensure parental notification of students’ participation in the School BLC.
- i) Report and collect the proper full-time equivalent (“FTE”) student status, pursuant to Section 1011.61, Florida Statutes, associated with enrollments.
- j) Uphold and support the FLVS policies regarding Academic Integrity set forth in Section 8, “Academic Integrity in the BLC” of this Agreement by helping to minimize individual student violations and hold students accountable who do not follow FLVS and School policies relating to academic integrity.
- k) Monitor student progress and communicate with teachers to ensure students complete courses according to their pace chart. Students are expected to work weekly and must be completed with the course segment by the end of the semester in which the course was started.

5. FLVS OBLIGATIONS

FLVS shall provide to the School:

- a) Appropriate training for the School BLC facilitator, including BLC support strategies.
- b) Appropriate training for the School counselor(s) involved in the BLC.
- c) Appropriate training for School administration related to the BLC.
- d) A registration process specifically designed for BLC students.
- e) Ongoing virtual and/or face-to-face support from an FLVS instructor, School Relations Manager, Blended Learning Specialist, and/or FLVS support staff.
- f) Qualified, Florida state-certified instructors who will provide direct instruction using synchronous teaching methods.
- g) Evaluation and support of all members of the School BLC.
- h) Progress monitoring tools at School, student, and school level.

¹ Said minimum requirements are set forth at <https://www.flvs.net/student-resources/system-requirements>.

- i) Invoices for Billable Enrollments.
- j) Data required for FTE reporting by the School to the Florida Department of Education.

6. FEES AND PAYMENT

FLVS will invoice the School no later than the twentieth (20th) day of the calendar month following the close of each billable enrollment period at two hundred and sixty-seven dollars (\$267.00) per half credit of each Billable Enrollment of the School. The School shall pay the invoice within thirty (30) days of receipt of the undisputed invoice in accordance with the local Government Prompt Payment Act. FLVS shall determine and advise the School regarding the start and end dates for each billable enrollment period of the School BLC. Any fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the School reporting the FTE.

7. NOTICE IN ADVANCE OF START DATE

The School shall provide FLVS with notice regarding the number of seats needed for the School BLC. Said notice shall contain a formal request of course(s) submitted via the VSA, and shall be submitted prior to the School BLC start date as follows:

- a) two (2) to twenty-nine (29) students no less than ten (10) days; and
- b) thirty (30) to one hundred forty-nine (149) students no less than thirty (30) days; and
- c) one hundred fifty (150) or greater students no less than sixty (60) days' notice.

In addition to the notice described in this Section, the School shall provide FLVS with a list of registered students no later than ten (10) days prior to the School BLC start date.

Failure to comply with this subsection may result in one or more of the following, subject to FLVS' sole discretion: (1) a delay to the School BLC start date, (2) students may be enrolled in the FLVS Flex program, and any FTE sharing shall apply for students not enrolled in the School BLC, or (3) denial of future BLC request(s).

8. ACADEMIC INTEGRITY IN THE BLC

To ensure the highest standards of academic integrity, FLVS instructors shall: (1) act as a resource for student questions, (2) submit various assignments into the Turnitin.com database or, upon prior notice to the School, any subsequent system utilized by FLVS, (3) coordinate any academic integrity issues with the BLC facilitator, their Instructional Leader, and Academic Integrity Support Personnel, (4) verify student mastery of content

through Discussion-Based Assessments and authentic assessments, and (5) convey incidents and consequences to the School BLC student(s) and facilitator(s).

School facilitators shall: (1) provide supervision through close proximity while circulating the BLC setting, (2) encourage students to seek support from FLVS Instructors, (3) encourage students to seek support from the facilitator, (4) discourage inappropriate collaboration of students, (5) ensure students are provided with appropriate equipment and that the equipment is not shared by students who are actively working in the same FLVS coursework, (6) require that students protect their password information and coursework, (7) protect students' user names, passwords, and other private information, (8) adjust seating arrangements to help promote students' integrity, (9) communicate with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.

9. TERMINATION

This Agreement may be terminated by:

- a) either Party without cause upon delivery of written notice of intent to terminate this Agreement provided to the other Party not less than thirty (30) days prior to the effective date of such termination, subject to Section 10, "Termination for Convenience" of this Agreement; or
- b) written agreement executed by both Parties; or
- c) FLVS at any time if the School, upon notice by FLVS and expiration of a five (5) day opportunity to cure period, fails to perform any duties or covenants of this Agreement; or
- d) the School at any time if FLVS, upon notice by the School and expiration of a ten (10) day opportunity to cure period, fails to perform any duties or covenants of this Agreement.

10. TERMINATION FOR CONVENIENCE

Anything to the contrary notwithstanding, the School, may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to FLVS prior to the end of the current term. In the event of a termination for convenience, the School shall pay FLVS for all services properly and fully rendered prior to the date of termination. In the event of such termination, the Parties--by mutual written agreement--may extend

the notice of termination period to one beyond the thirty (30) day notice period prescribed herein to ensure completion of services and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

11. BACKGROUND SCREENING

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. All FLVS personnel who: (1) are to be permitted access to the School's grounds when students are present, (2) will have direct contact with the School's students, or (3) have access or control of the School's funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed to maintain the fingerprints provided with respect to FLVS and its personnel.

12. INTELLECTUAL PROPERTY RIGHTS

The School acknowledges and agrees that all FLVS content, software, courses, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to the School pursuant to this Agreement are protected via copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary laws and/or regulations, and FLVS retains all right, title, and interest in and to the Works. The School further acknowledges that it has no ownership of or proprietary interest in the Works except as expressly granted in this Agreement.

Absent the express written authorization by and consent of FLVS, the School will not sell, license, sublicense, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create the Works or any other component of the Licensed Materials. Further, the School will not take or knowingly permit any action or omission that jeopardizes or impairs FLVS's rights in the Works or Licensed Materials. For instance, the School will not: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works; (b) transfer, assign, distribute, rent, sell, or grant sublicenses to or otherwise make available the Works or any element thereof to any third parties; (c) embed or incorporate in any manner the Works or any element thereof into other applications or products belonging to and/or utilized by the School; (d) use or transmit the Works in violation of

this any state or federal law or regulation applicable to the terms of this Agreement or the Licensed Materials; (e) access, use, or copy any portion of the Works (including any component of its logic, structure, and architecture) to develop, promote, distribute, sell, or support any other product or service; or (f) remove, obscure, or alter any FLVS symbol, copyright notice, mark, name, logo, tagline, or other similar designation displayed on or through any portion of the Works.

13. **CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA")**

The School shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

14. **SOFTWARE SECURITY**

The School will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use. The School shall strictly limit access to the Licensed Materials to Authorized Users and Authorized Third Parties. FLVS will ensure all reasonable measures are taken to protect the School Data while in use at the FLVS site. Reasonable measures are defined as the School Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such Data.

15. **DATA/SECURITY BREACH**

The Parties acknowledge their respective obligations to comply with all data privacy laws, including Section 501.171, Florida Statutes. Upon knowledge of a data security breach, the breached Party shall notify the other Party immediately, and in no event later than thirty (30) days following a determination of a breach of data security involving the other Party's data. Additionally, each Party shall fully cooperate with the other regarding their respective statutory obligations with respect to security breaches, including all statutory and regulatory notification requirements.

16. **E-VERIFY**

In accordance with Section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

17. **THIRD-PARTY REQUIREMENTS**

The School is solely responsible for ensuring that the Licensed Materials/FLVS courses meet the requirements of any third-party organization that the School seeks to satisfy. For example, the National Collegiate Athletic Association (“NCAA”) has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student-athletes. The School accepts responsibility for these criteria to the extent that it uses the Licensed Materials for students who desire to meet NCAA eligibility criteria. Similarly, the School is responsible for completing any College Board audit procedures required with respect to any Advanced Placement (“AP”) courses if the School intends to offer any Licensed Materials courses as AP courses.

18. WARRANTIES OF FLVS

FLVS warrants that all components of the Licensed Materials shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, FLVS shall, to the extent permitted by law, indemnify and hold harmless the School, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark arising or resulting from use of the Licensed Materials.

If a component of the Licensed Materials becomes or is likely to become the subject of an infringement claim, FLVS may, at its option and expense: (a) procure for the School the right to continue using such component; (b) replace or modify the affected component so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected component, allow the School to return other components intended to operate with the affected component, and refund to the School that portion of the license fees attributable to the returned product, prorated in accordance with the unused portion of the term.

19. CONFIDENTIAL INFORMATION

To the extent permitted by law, each Party agrees to maintain the Confidential Information of the other Party. For the purposes of this Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information and School Data. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student

information for the purposes of this Agreement and for no other purpose. Upon the termination or expiration of this Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law.

As FLVS may receive School Data that is otherwise confidential, FLVS shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.

20. ACCOMMODATIONS FOR STUDENTS WITH EXCEPTIONALITIES

The School is responsible for complying with all federal and state requirements, including IDEA and Section 504 in connection with its use and implementation of the Licensed Materials. Furthermore, the School is responsible for providing any required services to support and accommodate students with special needs. The School acknowledges that virtual learning programs are not appropriate for all students, and it is the School’s responsibility to ensure that its delivery and implementation of the Licensed Materials are appropriate for each participating student. FLVS will not be responsible to make such a determination and is not required to make any associated modifications to the Licensed Materials. The School may opt to share information about students with exceptionalities by ensuring the students’ IEP or 504 plan is shared with FLVS.

21. ENGLISH LANGUAGE LEARNER STUDENTS

The School is responsible for providing appropriate equal access to all students, including ELL students. It is also responsible for ensuring compliance with the Florida META Consent Decree and other federal and state laws and regulations in connection with its use and implementation of the Licensed Materials.

22. PUBLIC RECORDS NOTICE

The Parties are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this Agreement. Accordingly, the Parties shall:

- a) Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement

- (“Agreement Data”) which come within the definition of a “public record” under Chapter 119, Florida Statutes.
- b) Provide to each other, upon request and free of charge, a copy of each record which either Party seeks to produce in response to a public records request.
 - c) Ensure that Agreement Data that are considered exempt under Chapter 119, Florida Statutes are not disclosed except as authorized by law.
 - d) Upon completion of their obligations under the Agreement, transfer to each other, at no cost, all Agreement Data in their possession or otherwise keep and maintain such data/records as required by law.

Either Party’s failure to comply with the provisions set forth in this Section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the non-breaching Party without penalty to them.

IF THE SCHOOL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE SCHOOL’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE SCHOOL SHALL CONTACT FLVS’S CUSTODIAN OF PUBLIC RECORDS AT 5422 CARRIER DRIVE, SUITE 201 ORLANDO, FLORIDA 32819, OR AT 407-490-2879, OR AT: custodianofrecords@flvs.net. IN TURN, IF FLVS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FLVS SHALL CONTACT THE SCHOOL CUSTODIAN OF PUBLIC RECORDS, Jill Pepe, AT (ADDRESS): 3205 N. University Dr., Coral Springs, FL 33065, OR AT (TELEPHONE #): 954-340-4100 OR AT (EMAIL): jpepe@coralspringscharter.org.

23. RESERVATION OF SOVEREIGN IMMUNITY

FLVS and the School acknowledge and affirm the limited waiver of sovereign immunity as to tort claims arising from the negligent or wrongful conduct of an officer or employee as specified in Section 768.28, Florida Statutes. Subject to and within the limitations of Sections 163.01 and 768.28, Florida Statutes, FLVS and the School agree to be

responsible only for such claims and damages caused by the actions or inaction of their own respective officers and employees while functioning within the scope of their official duties. Nothing herein shall be construed or interpreted as an agreement by one Party to indemnify the other, nor as an obligation to or consent to be sued by a third party. Furthermore, nothing herein shall be construed or interpreted as an agreement by either Party to waive the monetary limitations (*i.e.*, “statutory caps”) of liability set forth in Chapters 163 and 768, Florida Statutes.

24. INDEMNIFICATION

To the extent permitted by law, FLVS and the School hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either Party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either Party to defend, sue, or consent to be sued by a third party. Rather, FLVS and the School agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in Section 768.28, Florida Statutes.

25. FORCE MAJEURE

Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such Party (“Force Majeure Event”), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions. The Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided however, that the Party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

26. DISCLAIMERS AND OTHER LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, ALL INFORMATION, PRODUCTS, GOODS, AND/OR SERVICES PROVIDED BY OR THROUGH FLVS PURSUANT TO THIS AGREEMENT ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OR CONDITION OF ANY KIND. EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, FLVS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THE LICENSED MATERIALS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF FLVS IS LIMITED IN ACCORDANCE WITH FLORIDA LAW AND THE TERMS OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL FLVS BE LIABLE FOR ANY SPECIAL, EXEMPLARY, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES TO THE SCHOOL OR TO ANY THIRD PARTY FOR LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE LICENSED MATERIALS.

SUBJECT TO THE LIMITS SET FORTH IN SECTION 768.28, FLORIDA STATUTES, THE SCHOOL RECOVERY, IF ANY, SHALL BE LIMITED TO THE SCHOOL ACTUAL AND DIRECT DAMAGES AND THE MAXIMUM AGGREGATE AMOUNT OF ANY SUCH DAMAGES RECOVERABLE TO THE SCHOOL SHALL BE NO GREATER THAN THE SUMS PAID BY THE SCHOOL TO FLVS FOR THE LICENSED MATERIALS PURSUANT TO THIS AGREEMENT.

27. DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED MATERIALS, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE THE SCHOOL SPECIFIC LEGAL RIGHTS. THE SCHOOL

MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

28. RELATIONSHIP OF THE PARTIES

At all times during the term of this Agreement, the Parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties. Neither Party is authorized to, nor shall either Party act toward third persons or the public in any manner that would indicate anything other than an independent contractor relationship with the other Party.

29. NO PRESUMED CONSTRUCTION AGAINST DRAFTER(S)

The Parties acknowledge that they have both had an opportunity to craft the terms and scope of this Agreement. Accordingly, each and every term of this Agreement shall be construed in accordance with the fair meaning of such term and there shall be no presumption against either Party for having drafted or participated in the drafting of this Agreement.

30. DESCRIPTIVE HEADINGS

The headings used herein are descriptive only and are not determinative as to the meaning or effect of any term of this Agreement.

31. BINDING EFFECT

This Agreement shall be binding upon and exclusively inure to the benefit of the Parties and their respective officers, employees, and authorized agents. The Parties do not intend for this Agreement to be binding upon or inure to the benefit of any other person, entity, or party.

32. NOTICES

All notices, demands, and other communications required or permitted pursuant to this Agreement shall be provided in writing and directed to the following contacts:

As to FLVS:

Larry Banks, Senior Director of Partner Services, Florida
Florida Virtual School
5422 Carrier Drive, Suite 201
Orlando, FL 32819
Email: lbanks@flvs.net and procurement@flvs.net

With a copy to:

Office of General Counsel
Florida Virtual School
5422 Carrier Drive, Suite 201
Orlando, FL 32819
Email: ogc@flvs.net

As to the School:

Jodi Robins, Associate Principal
Coral Springs Charter School
3205 N. University Drive
Coral Springs, FL 33065
Email:
jrobins@coralspringscharter.org

With a copy to: City of Coral Springs, Office of the City Attorney
9500 W. Sample Road, Coral Springs, FL 33065

33. NO WAIVER

No delay or failure to act on the part of either Party in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or constitute a legal waiver or acquiescence regarding any such right, power, or privilege. Nor shall any single or partial exercise of any right, power, or privilege arising from this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid and enforceable against either Party unless it is agreed upon in writing that is authorized and signed by the Party against whom enforcement of such waiver is sought.

34. OPPORTUNITY TO CONSULT WITH COUNSEL

Each Party acknowledges that it had an opportunity to consult with counsel of their own choice regarding the development and drafting of this Agreement.

35. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the venue for any court proceeding arising from or related to this Agreement shall be exclusively in a court of competent jurisdiction situated in Orange County, Florida.

36. DISPUTE RESOLUTION

The Parties agree that they will use their best efforts to settle any and all disputes arising out of or in connection with this Agreement, including disputes as to its validity, interpretation, performance, and alleged breach, prior to initiating any legal proceeding, whether judicial or administrative in nature.

37. PARTICIPATION IN SIMILAR ACTIVITIES

This Agreement in no way restricts FLVS or the School from participating in similar activities with other public or private agencies, organizations, and individuals.

38. SEVERABILITY

The terms of this Agreement shall be severable such that, if any term herein is deemed unlawful, invalid, or unenforceable, such term shall not affect the validity and enforceability of any other terms of the Agreement.

39. NO ASSIGNMENT

This Agreement may not be assigned, transferred, or conveyed in whole or in part by either Party.

40. EXECUTION

Each Party acknowledges that it has executed or caused the execution of this Agreement on its own behalf in reliance on their own judgment and without coercion, duress, or undue influence. Each person signing this Agreement on behalf of either Party individually warrants that each has full legal power to execute this Agreement on behalf of the Party for whom each is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement. This Agreement may be executed via electronic signature and in counterparts, any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument.

41. ENTIRE AGREEMENT

This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and the terms of this Agreement supersede and replace any conflicting or inconsistent terms of any other agreement(s) between the Parties. Any amendment or modification of this Agreement and any waiver of its terms must be reduced to a writing which is authorized and signed by both Parties.

[Signatures follow on next page]



*[Signature page to Blended Learning Community Agreement between
Florida Virtual School and
Coral Spring Charter School (5091)
Dated Upon Full Execution]*

WHEREFORE, the Parties agree upon the foregoing terms and conditions of this Agreement and bind themselves to each other and to the covenants and promises herein stated through each of their authorized representatives/signatories below:

FLORIDA VIRTUAL SCHOOL

By (Authorized Signature)

Date

Printed Name and Title of Person Signing:

Address: 5422 Carrier Drive, Suite 201, Orlando, FL 32819.

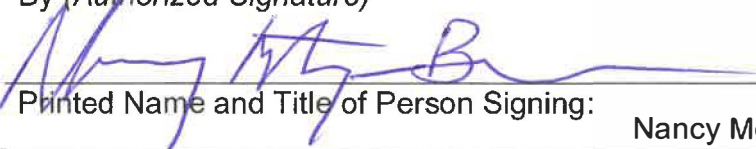
Approved as to legal form and sufficiency by:

FLVS Office of General Counsel

SCHOOL NAME: Coral Springs Charter School (5091)

By (Authorized Signature)

Date



8/17/23

Printed Name and Title of Person Signing:

Nancy Metayer Bowen, Governing Board Chair

Address: 9500 W. Sample Road, Coral Springs, FL 33065

Approved as to legal form and sufficiency by:

Legal Counsel for Charter School



SCHOOL FACILITATOR AGREEMENT

This School Facilitator Agreement (this "Agreement") is made and entered into as of the date of signature execution set forth below (the "Effective Date"), and this Agreement is made by the undersigned individual (the "Facilitator"), who is an employee of the undersigned corporation or school district (the "School"). This Agreement is provided to and for the benefit of Florida Virtual School ("FLVS"), a public body corporate of the State of Florida. The Facilitator agrees as follows:

1. **Purpose.** In order to provide guidance and assistance to the School's lab students enrolled in an FLVS course or courses ("Course" or "Courses" as set forth in Exhibit A attached hereto and incorporated herein by this reference), the Facilitator will receive from FLVS certain Course access by way of a personal login and password.

2. **Term.** The term of this Agreement shall begin on the Effective Date and shall expire on June 30, 2024.

3. **Confidentiality of Courses.** All FLVS Courses and associated content, resources and assessments are confidential and proprietary. Facilitator shall use reasonable efforts to ensure that:

(a) the assigned Course login and password are not disclosed, transmitted, nor shared with any other party or user;

(b) all usage of the Course is consistent with this Agreement and strictly limited for the purpose of providing assistance to enrolled School students of the Course; and

(c) The Course or any component thereof, will not be transferred, assigned, provided nor otherwise copied and/or made available in any form or via any medium (including, but not limited to, printing or taking screen shots of Course content and Course lessons), to any party without the prior written consent of FLVS.

4. **No Warranty.** ALL COURSES ARE PROVIDED "AS IS". FLVS MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

5. **Return of Materials.** All documents and other tangible objects of the Courses that have been provided by FLVS and all copies thereof in the possession of the Facilitator, shall be and remain the property of FLVS and shall be promptly returned to FLVS upon the School student's completion of the Course.

6. **No License.** Nothing in this Agreement is intended to grant any rights to the Facilitator in any intellectual property, other than the right to view Courses under the terms of this Agreement, nor shall this Agreement grant the Facilitator any additional rights in or to the Courses except as expressly set forth herein.

7. **Remedies.** Facilitator acknowledges and understands that FLVS places material reliance on Facilitator's agreements set forth herein. Facilitator agrees that any violation of this Agreement may cause irreparable injury to FLVS, entitling FLVS to seek injunctive relief in addition to all legal remedies.

8. **Public Records.** FLVS is a public agency subject to Chapter 119, Florida Statutes. Facilitator agrees that if Facilitator fails to comply with a public records request, then FLVS must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes. The Facilitator shall comply at its own expense with Florida's Public Records Law including: (a) keep and maintain public records required by FLVS in order to perform the service; (b) upon request from FLVS's custodian of public records, provide FLVS with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the 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 for the duration of the Agreement term and following completion of the Agreement if the Facilitator does not transfer the records to FLVS; and (d) upon completion of the Agreement, transfer, at no cost, to FLVS all public records in possession of Facilitator or keep and maintain public records required by FLVS to perform the service. If Facilitator transfers all public records to FLVS upon completion of the Agreement, Facilitator shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Facilitator keeps and maintains public records upon completion of the Agreement, Facilitator shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FLVS, upon request of FLVS’s custodian of public records, in a format that is compatible with the information technology systems of FLVS.

IF THE FACILITATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FACILITATOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, CustodianofRecords@flvs.net , OR BY PHONE 407-490-2879, OR BY MAIL TO: 5422 CARRIER DRIVE., SUITE 201, ORLANDO, FL 32819.

9. Miscellaneous. This Agreement may be executed via electronic or facsimile signature, which shall be deemed an original Agreement. This Agreement shall bind and inure to the benefit of the Facilitator and FLVS and their successors and assigns. This Agreement shall be governed by the laws of the State of Florida, without reference to conflict of laws principles. In any action arising out of or related to this Agreement, the Facilitator consents to the exclusive jurisdiction and venue in the courts located in the Orange County of Florida. This document contains the entire agreement with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a written amendment.

IN WITNESS WHEREOF, the Facilitator has read the foregoing document and, by executing the Agreement, agrees and accepts such terms effective as of the date indicated below the signature.

Facilitator

Signature: 

Print Name: Nancy Metayer Bower

Title: Coral Springs Charter School Governing Board Chair

Corporation or School District: City of Coral Springs Charter School Governing Board

Phone Number: _____

Email: _____

Date: 8/17/23



EXHIBIT A

Please send this signed Agreement to your FLVS representative with a completed Course Demo Request Form. You will receive an email providing a username and password for Course access within 24-48 hours upon receipt of both documents by FLVS.

Course Access Requested:

Course access is subject to FLVS approval and verification of student enrollment in lab.

Summary Sheet

Agenda Item: 4.

Meeting Date: October 4, 2023

Subject: Out-of-Field Waivers

Requested Action: Request to approve, per Florida Administrative Code 6A-1.0503, out-of-field waivers that are required for teachers teaching out-of-field. (REQUEST TO APPROVE)

Placement: Consent

Attachments: [Out-of-Field Agreements](#)

Background / Description: Florida Administrative Code 6A 1.0503 Definition of Qualified Instructional Personnel, section (4)(a) allows each charter school governing board to grant approval to teachers teaching out of field at the charter schools they preside over after determination that a teacher with appropriate certification coverage is not available.

Out-of-Field Agreement - Charter Schools

SECTION I

Loc # **Loc Name:** **Date**
Last Name: **First Name:** **SSN:**

SECTION II

I recommend the above employee to teach:

Course Code Numbers <input type="text" value="1001340"/>	<input type="text" value="English 2"/>
<input type="text" value="1009400"/>	<input type="text" value="AICE Gen Paper 1 AS Level"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Justification for Out-of-Field Subjects: (Not needed for out-of-field placement in ESOL, Gifted, or Reading.)

Out of Field For Student Characteristic(s)

NOTE: The only ESOL submitted on an Out-of-Field Agreement is Category I.

Verify acceptable certification(s) for assigned courses by reviewing the Florida Course Directory at <http://www.fldoe.org/articulation/CCD/> prior to submitting an Out-Of-Field Agreement.

Out-of-Field Date

Current Area(s) of Certification:

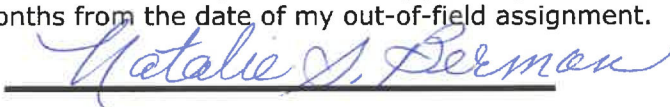
Attach a copy of the teacher's Florida Department of Education certificate or Statement of Status of Eligibility to this form.

SECTION III

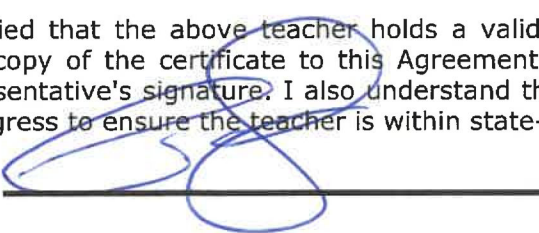
If I am out-of-field for ESOL, I agree to complete my ESOL training according to the Multicultural Education Training Agreement (META) timeline.

If I am out-of-field for Gifted or Reading, I agree to complete six (6) semester hours of college credit or 120 inservice points in the out-of-field area within 12 months from the date of my out-of-field assignment.

If I am out-of-field in any other area(s), I agree to pass the appropriate FL Subject Area Exam within 12 months from the date of my out-of-field assignment.

 8/28/23

I have verified that the above teacher holds a valid Florida Department of Education certificate and have attached a copy of the certificate to this Agreement prior to submission for the Charter School Governing Board representative's signature. I also understand that the Principal must monitor the teacher's out-of-field training progress to ensure the teacher is within state-mandated out-of-field training requirements.

 8/28/2023

SECTION IV

Approval

 Charter School Governing Board Representative

Out-of-Field Agreement - Charter Schools

SECTION I

Loc #	5091	Loc Name:	Coral Springs Charter School	Date	08/23/2023
Last Name:	Burke	First Name:	Sara	SSN:	

SECTION II

I recommend the above employee to teach:

Course Code Numbers	101010	MJ Lang Arts 1
	1001020	MJ Lang Arts 1 Advanced

Justification for Out-of-Field Subjects: (Not needed for out-of-field placement in ESOL, Gifted, or Reading.)
 Experienced in the subject(s) and not appropriately certified

Out of Field For Student Characteristic(s)		Verify acceptable certification(s) for assigned courses by reviewing the Florida Course Directory at http://www.fldoe.org/articulation/CCD/ prior to submitting an Out-Of-Field Agreement.
NOTE: The only ESOL submitted on an Out-of-Field Agreement is Category I.		

Out-of-Field Date 08/21/2023

Current Area(s) of Certification: Social Science

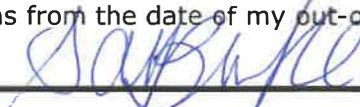
Attach a copy of the teacher's Florida Department of Education certificate or Statement of Status of Eligibility to this form.

SECTION III

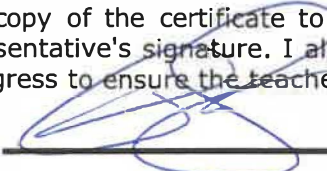
If I am out-of-field for ESOL, I agree to complete my ESOL training according to the Multicultural Education Training Agreement (META) timeline.

If I am out-of-field for Gifted or Reading, I agree to complete six (6) semester hours of college credit or 120 inservice points in the out-of-field area within 12 months from the date of my out-of-field assignment.

If I am out-of-field in any other area(s), I agree to pass the appropriate FL Subject Area Exam within 12 months from the date of my out-of-field assignment.



I have verified that the above teacher holds a valid Florida Department of Education certificate and have attached a copy of the certificate to this Agreement prior to submission for the Charter School Governing Board representative's signature. I also understand that the Principal must monitor the teacher's out-of-field training progress to ensure the teacher is within state-mandated out-of-field training requirements.



8/28/2023

SECTION IV

Approval

 Charter School Governing Board Representative

Out-of-Field Agreement - Charter Schools

SECTION I

Loc #	5091	Loc Name:	Coral Springs Charter School	Date	08/23/2023
Last Name:	Bellono	First Name:	Brianny	SSN:	

SECTION II

I recommend the above employee to teach:

Course Code Numbers	MJ Lang Arts 2
1001040	

Justification for Out-of-Field Subjects: (Not needed for out-of-field placement in ESOL, Gifted, or Reading.)

Out of Field For Student Characteristic(s)

ESOL Category I	▼
	▼

NOTE: The only ESOL submitted on an Out-of-Field Agreement is Category I.

Verify acceptable certification(s) for assigned courses by reviewing the Florida Course Directory at <http://www.fldoe.org/articulation/CCD/> prior to submitting an Out-Of-Field Agreement.

Out-of-Field Date 08/21/2023

Current Area(s) of Certification: English 5-9

Attach a copy of the teacher's Florida Department of Education certificate or Statement of Status of Eligibility to this form.

SECTION III

If I am out-of-field for ESOL, I agree to complete my ESOL training according to the Multicultural Education Training Agreement (META) timeline.

If I am out-of-field for Gifted or Reading, I agree to complete six (6) semester hours of college credit or 120 inservice points in the out-of-field area within 12 months from the date of my out-of-field assignment.

If I am out-of-field in any other area(s), I agree to pass the appropriate FL Subject Area Exam within 12 months from the date of my out-of-field assignment.

8/23/23

I have verified that the above teacher holds a valid Florida Department of Education certificate and have attached a copy of the certificate to this Agreement prior to submission for the Charter School Governing Board representative's signature. I also understand that the Principal must monitor the teacher's out-of-field training progress to ensure the teacher is within state-mandated out-of-field training requirements.

8/28/2023

SECTION IV

Approval

 Charter School Governing Board Representative

Out-of-Field Agreement - Charter Schools

SECTION I

Loc #	5091	Loc Name:	Coral Springs Charter School	Date	08/23/2023
Last Name:	Clarke Morrison	First Name:	Cavelle	SSN:	

SECTION II

I recommend the above employee to teach:

Course Code Numbers	AICE English Lang
1001550	
2108320	AICE Sociology 2 A Level

Justification for Out-of-Field Subjects: (Not needed for out-of-field placement in ESOL, Gifted, or Reading.)

Out of Field For Student Characteristic(s)

ESOL Category I	▼
	▼

NOTE: The only ESOL submitted on an Out-of-Field Agreement is Category I.

Verify acceptable certification(s) for assigned courses by reviewing the Florida Course Directory at <http://www.fldoe.org/articulation/CCD/> prior to submitting an Out-Of-Field Agreement.

Out-of-Field Date 08/21/2023

Current Area(s) of Certification:

English 6-12	
Social Science 6-12	

Attach a copy of the teacher's Florida Department of Education certificate or Statement of Status of Eligibility to this form.

SECTION III

If I am out-of-field for ESOL, I agree to complete my ESOL training according to the Multicultural Education Training Agreement (META) timeline.

If I am out-of-field for Gifted or Reading, I agree to complete six (6) semester hours of college credit or 120 inservice points in the out-of-field area within 12 months from the date of my out-of-field assignment.

If I am out-of-field in any other area(s), I agree to pass the appropriate FL Subject Area Exam within 12 months from the date of my out-of-field assignment.

08/24/2023

I have verified that the above teacher holds a valid Florida Department of Education certificate and have attached a copy of the certificate to this Agreement prior to submission for the Charter School Governing Board representative's signature. I also understand that the Principal must monitor the teacher's out-of-field training progress to ensure the teacher is within state-mandated out-of-field training requirements.

8/28/2023

SECTION IV

Approval

Charter School Governing Board Representative

Summary Sheet

Agenda Item: 5.

Meeting Date: October 4, 2023

Subject: General Knowledge Test Waiver

Requested Action: Request to ratify the general knowledge test waiver for Michael Maselli. (REQUEST TO RATIFY)

Placement: Consent

Attachments: [General_Knowledge_Waiver \(redacted\)](#)

Background / Description: Rule 6A-4.002(4)(g), F.A.C., describes the requirements for an educator to be eligible for a waiver of General Knowledge (GK) test. This form is designed to allow an educator to meet the requirements for the waiver by providing an assurance that: (1) the educator must have taken and failed the GK test found in Rule 6A-4.0021, F.A.C., (2) the educator was provided three years of supports and instruction designed to help the educator pass the GK test, and (3) the final summative rating for the educator listed above was either effective or highly effective under Section 1012.34, F.S., for each of the most recent three school years the educator was rated.



1. District/Charter School 5091/Coral Springs Charter School

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

General Knowledge Test Waiver
Form No.
CT134

2. Applicant Information

DOE File Number First Name
Middle Name Micheal
A Last Name
Maselli

Rule 6A-4.002(4)(g), F.A.C., describes the requirements for an educator to be eligible for a waiver of General Knowledge (GK) test. This form is designed to allow an educator to meet the requirements for the waiver by providing an assurance that: (1) the educator must have taken and failed the GK test found in Rule 6A-4.0021, F.A.C., (2) the educator was provided three years of supports and instruction designed to help the educator pass the GK test, and (3) the final summative rating for the educator listed above was either effective or highly effective under Section 1012.34, F.S., for each of the most recent three school years the educator was rated.

3. List the educator's final summative rating under Section 1012.34, F.S., for each of the three most recent years that the educator received a rating. Begin with the most recent year and do not skip any year in which the educator received a rating.

School Year 2022-2023 Final Summative Rating [] Effective [X] Highly Effective
School Year 2021-2022 Final Summative Rating [] Effective [X] Highly Effective
School Year 2020-2021 Final Summative Rating [] Effective [X] Highly Effective

4. If rating years are not consecutive, include a brief justification:

The certifications below must be completed by a school district's superintendent or designee, or the chair of a charter school's governing board or designee.

5. I certify that after taking and failing the GK test, the educator listed above was provided three or more years of support and instruction designed to help the educator pass the GK test.

I certify that these are the final summative evaluation ratings (which include the performance of students component) for the above-named educator.

District/Charter School Contact Information (Email Address): jrobins@coralspirngscharter.org

Print Name: Gary Springer Title: Principal

6. Signature: Date:8/28/2023

(Superintendent, Charter School Governing Board Chair or Authorized Designee)

NOTE: For school districts, university lab schools, the Florida School for the Deaf and the Blind, and Florida Virtual School, only ratings awarded to an educator under an approved evaluation system under Section 1012.34, F.S., including the performance of students component, may be entered on this form.

NOTE: For charter schools, only ratings awarded to an educator under a charter school's evaluation which complies with the substantive requirements of Section 1012.34, F.S., including the performance of students component, may be entered on this form.

Submit CT134 to edcertpartnerline@fldoe.org



Charter Schools USA Teacher Evaluation System

2020-21 School Year

Teacher Name: Micheal Maselli
 School: Coral Springs Charter School
 Position: HS Science Teacher
 Submitted to County: Broward

Final Score: 3.27

Final Rating: Highly Effective

55%	Instructional Practice:	<u>2.67</u>
	35% <i>TFET</i>	<u>3.05</u>
	20% <i>DPP</i>	<u>2.00</u>

45%	Student Performance	<u>4.00</u>
-----	----------------------------	-------------

As defined by Section 1012.34(7)(a)-(b), **Student Performance** score is based exclusively (100%) on other standardized assessments, including nationally recognized standardized assessments

School Leader: Gary Springer, Principal

Signature: 

Notes:



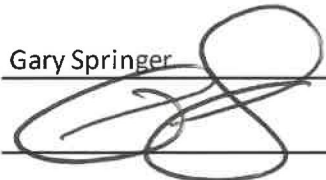
Charter Schools USA Teacher Evaluation System
2021-22 School Year

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:	3.09
	35% <i>TFET</i>	<u>3.14</u>
	20% <i>DPP</i>	<u>3.00</u>

45%	Student Performance	<u>4.00</u>
-----	----------------------------	-------------

School Leader: Gary Springer
 Signature: 

Florida Teacher Certification Examinations SCORE REPORT

Social Security Number: _____

Score Report Date: May 17, 2023

MICHEAL

MASELLI



This barcode contains unique examinee information (including Pass/Not Pass status). Any attempt to manipulate this barcode and/or the contents of the score report will result in distortion of the barcode and/or mismatch of data.

Passing the Multiple-choice section of English 6-12, the Multiple-choice section of Middle Grades English 5-9, any other Subject Area Examination, the Professional Education Test, and the multiple-choice subtests of the General Knowledge Test requires a scale score of 200 or higher on each. Passing the General Knowledge Essay, the English 6-12 Written Performance Section, or the Middle Grades English 5-9 Written Performance Section requires an essay score of 8 or higher. If the General Knowledge Essay subtest was taken prior to January 1, 2015 an essay score of 6 or higher is the minimum passing score for that attempt.

Current Test Administration Results

Test	Status	Administration Date
Biology 6-12	Pass	May 11, 2023

Cumulative Results* as of May 17, 2023

Test	Status	Administration Date
Biology 6-12	Pass	May 11, 2023
Professional Education (PED)	Pass	November 23, 2022
GK Subtest 1: Essay	Pass	June 16, 2021
GK Subtest 2: English Language Skills (ELS)	Pass	June 16, 2021
GK Subtest 3: Reading	Not Pass (196)	March 21, 2023
GK Subtest 4: Mathematics	Not Pass (196)	March 21, 2023

*Includes all Subject Area Examinations passed, your status on the Professional Education Test, and your status on each subtest of the General Knowledge Test, as of the score reporting date. If applicable, your status on each section of English 6-12 or Middle Grades English 5-9 tests, and/or each subtest of the German K-12, Speech 6-12, Elementary Education K-6, and Prekindergarten/Primary PK-3 tests, as of the score reporting date, is also provided.

Note that passing scores have been automatically submitted to the Department of Education's Bureau of Educator Certification.

Florida Teacher Certification Examinations SCORE REPORT

Social Security Number:

Score Report Date: November 30, 2022

MICHEAL

MASELLI



This barcode contains unique examinee information (including Pass/Not Pass status). Any attempt to manipulate this barcode and/or the contents of the score report will result in distortion of the barcode and/or mismatch of data.

Passing the Multiple-choice section of English 6-12, the Multiple-choice section of Middle Grades English 5-9, any other Subject Area Examination, the Professional Education Test, and the multiple-choice subtests of the General Knowledge Test requires a scale score of 200 or higher on each. Passing the General Knowledge Essay, the English 6-12 Written Performance Section, or the Middle Grades English 5-9 Written Performance Section requires an essay score of 8 or higher. If the General Knowledge Essay subtest was taken prior to January 1, 2015 an essay score of 6 or higher is the minimum passing score for that attempt.

Current Test Administration Results

Test	Status	Administration Date
Biology 6-12	Not Pass (184)	November 22, 2022
Professional Education (PED)	Pass	November 23, 2022

Cumulative Results* as of November 30, 2022

Test	Status	Administration Date
Professional Education (PED)	Pass	November 23, 2022
GK Subtest 1: Essay	Pass	June 16, 2021
GK Subtest 2: English Language Skills (ELS)	Pass	June 16, 2021
GK Subtest 3: Reading	Not Pass (187)	June 16, 2021
GK Subtest 4: Mathematics	Not Pass (196)	June 16, 2021

*Includes all Subject Area Examinations passed, your status on the Professional Education Test, and your status on each subtest of the General Knowledge Test, as of the score reporting date. If applicable, your status on each section of English 6-12 or Middle Grades English 5-9 tests, and/or each subtest of the German K-12, Speech 6-12, Elementary Education K-6, and Prekindergarten/Primary PK-3 tests, as of the score reporting date, is also provided.

Note that passing scores have been automatically submitted to the Department of Education's Bureau of Educator Certification.

Summary Sheet

Agenda Item: 6.

Meeting Date: October 4, 2023

Subject: Statement of Assurance - Exceptional Student Education

Requested Action: Request to approve the 2023-2024 Statement of Assurance for Exceptional Student Education to follow all federal laws, state laws, and state approved Broward County Special Policies and Procedures for Exceptional Student Education. (REQUEST TO RATIFY)

Placement: Consent

Attachments: [Statement of Assurance for ESE](#)

Background / Description: Per the Broward County School Board the statement of assurance form must be submitted in accordance with the charter agreement. The execution of the form denotes the City and Coral Springs Charter School agrees to follow all federal laws, state laws, and state approved Broward County Special Policies and Procedures for Exceptional Student Education.



**Choice/Charter Schools Management Support
Department**

Donté F. Collins, Director

600 SE Third Avenue

Fort Lauderdale, Florida 33301

Phone: 754-321-2135 • Fax: 754-321-2138

donte.collins@browardschools.com

**The School Board of
Broward County, Florida**

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter Licata
Superintendent

Statement of Assurance for Exceptional Student Education

The governing board of Coral Springs Charter School, in accordance with its charter agreement with the School Board of Broward County, Florida, agrees to follow all federal laws, state laws, and state approved Broward County Special Policies and Procedures for Exceptional Student Education. The governing board understands that it is the responsibility of the board to ensure the principal or director of the school is aware of these expectations and will carry them out as required.



Governing Board Member Signature

9/11/23
Date

Summary Sheet

Agenda Item: 7.

Meeting Date: October 4, 2023

Subject: School Report (Principal Gary Springer)

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

Placement: Policy Formation and Direction

Background / Description: Principal Gary Springer to provide an update on activities, events, and overall school performance.

Summary Sheet

Agenda Item: 8.

Meeting Date: October 4, 2023

Subject: Internet Safety Policy

Requested Action: Request to approve the Internet Safety Policy. (REQUEST TO APPROVE)

Placement: Policy Formation and Direction

Attachments: [Internet Policy](#)

Background / Description: The purpose of this policy is to outline the acceptable use of computer equipment at Charter Schools USA (CSUSA) and CSUSA managed charter schools on behalf of the governing boards. These rules are in place to protect the employee and students of CSUSA. Inappropriate use exposes CSUSA to risks including virus attacks, compromise of network systems and services, and legal issues. The policy is in compliance with the Children's Internet Protection Act, 47 C.F.R. § 54.520 and meets the minimum standards listed:

1. Require the use of technology protection measures to filter or block access to material that is not appropriate for students, taking into consideration the subject matter and the age of the students served at each school;
 2. Protect the safety and security of students when using email, chat rooms, and other forms of direct electronic communications;
 3. Require the use of technology protection measures to prevent hacking or unauthorized access by students to data or information that they should not have access to, and to prohibit other unlawful online activities by students;
 4. Prevents access to websites, web or mobile applications, or software that do not protect against the disclosure, use, or dissemination of students' personal information in accordance with Rule 6A-1.0955, F.A.C.; and
 5. Prohibits students from accessing social media platforms, except when expressly directed by a teacher for an educational purpose.
- (d) Prior to requiring students to use online content, policies must require staff to confirm the content is not blocked by the student internet filter. Policies must provide a process for staff to request that blocked content or social media platforms be reviewed and unblocked for educational purposes.
- (3) TikTok. School districts and charter school governing boards must:
- (a) Prohibit the use of TikTok, and any successor platforms, on all district- or school-owned devices, or on any device (including privately owned) connected to district- or school-provided internet; and
 - (b) Prohibit the use of TikTok, or any successor platforms, to be used to communicate or promote any school district, school, school-sponsored club, extracurricular organization, or athletic team. Rulemaking Authority 1001.02(1), (2)(n), 1003.02(1)(g)5. FS. Law Implemented 1003.02(1)(g) FS. History-New 8-22-23.

6A-1.0957 Internet Safety Policy.

(1) Purpose. The purpose of this rule is to set forth requirements for internet safety policies that must be adopted by school districts and charter school governing boards.

(2) Internet Safety Policy.

(a) By September 1 of each year, each district school board and charter school governing board must adopt an internet safety policy for student internet use that applies to all devices owned or provided by a district or school, or any device (including privately owned) connected to district- or school-provided internet. This policy must be reviewed and approved annually by the school board or governing board. (b) In developing a student internet safety policy, district school boards and governing boards must review whether the Children's Internet Protection Act, 47 C.F.R. § 54.520, applies and, if so, ensure compliance with CIPA.

(c) Student internet safety policies must, at a minimum:

1. Require the use of technology protection measures to filter or block access to material that is not appropriate for students, taking into consideration the subject matter and the age of the students served at each school;
2. Protect the safety and security of students when using email, chat rooms, and other forms of direct electronic communications;
3. Require the use of technology protection measures to prevent hacking or unauthorized access by students to data or information that they should not have access to, and to prohibit other unlawful online activities by students;
4. Prevents access to websites, web or mobile applications, or software that do not protect against the disclosure, use, or dissemination of students' personal information in accordance with Rule 6A-1.0955, F.A.C.; and
5. Prohibits students from accessing social media platforms, except when expressly directed by a teacher for an educational purpose.

(d) Prior to requiring students to use online content, policies must require staff to confirm the content is not blocked by the student internet filter. Policies must provide a process for staff to request that blocked content or social media platforms be reviewed and unblocked for educational purposes.

(3) TikTok. School districts and charter school governing boards must:

(a) Prohibit the use of TikTok, and any successor platforms, on all district- or school-owned devices, or on any device (including privately owned) connected to district- or school-provided internet; and

(b) Prohibit the use of TikTok, or any successor platforms, to be used to communicate or promote any school district, school, school-sponsored club, extracurricular organization, or athletic team. Rulemaking Authority 1001.02(1), (2)(n), 1003.02(1)(g)5. FS. Law Implemented 1003.02(1)(g) FS. History-New 8-22-23.

Internet Acceptable Use and Safety Policy

1.0 Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at Charter Schools USA (CSUSA) and CSUSA managed charter schools on behalf of the governing boards. These rules are in place to protect the employee and students of CSUSA. Inappropriate use exposes CSUSA to risks including virus attacks, compromise of network systems and services, and legal issues.

Effective security is a team effort involving the participation and support of every CSUSA employee and affiliate who deals with information and/or information systems. Moreover, it is the responsibility of every computer user to know these guidelines and to conduct their activities accordingly.

2.0 Scope

This policy provides guidelines that apply to all users of computer systems and services, no matter where the users are located. The term “users” refers to all employees, independent contractors, persons, or entities accessing CSUSA computer systems and services.

All employees, students, contractors, consultants, temporary, and other workers at CSUSA and its subsidiaries are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources following CSUSA policies and standards, and local laws and regulation.

This policy applies to technology administered in individual schools, the resources administered by central teams and departments, personally owned computers and devices connected by wire or wireless to the school network, and to off-site computers that connect remotely to the school’s network services.

3.0 Policy

3.1 General Use and Ownership

- It is the policy of CSUSA to (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activities; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children’s Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)].
- Computers and computer accounts are provided to assist users in the performance of their jobs or functions with CSUSA. Users should have no expectation of privacy in anything created, sent, received, or downloaded on the computer or communication system.
- All CSUSA users must obtain proper authorization to use computers, computer accounts, and computer files.

- The computer and communication systems belong to CSUSA and should be used for business and educational purposes only. CSUSA reserves the right to monitor the operation of these systems, to access all records within them, and to retain or dispose of those records as it deems necessary.
- Users must comply with all software licenses, copyrights, and all other state and federal laws governing intellectual property.
- All internet data that is composed, transmitted, or received via the CSUSA’s computer communications systems is considered to be a part of the official records of CSUSA and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained on websites they view, email messages, and other transmissions is accurate, appropriate, ethical, and lawful.
- The computer and communication systems belong to CSUSA and should be used for business purposes only. CSUSA reserves the right to monitor the operation of these systems, to access all records within them, and to retain or dispose of those records as it deems necessary.
- A user is responsible for all activities originating from their account(s), including all information sent from, intentionally requested, solicited, or viewed from their account(s) and publicly accessible information placed on a computer using their account(s).

3.2 Security and Proprietary Information

- System-level and user-level passwords must comply with the *Password Policy*. Providing access to another individual, either deliberately or through failure to secure its access, is prohibited.
- Authorized CSUSA computer users are responsible for maintaining the security of their passwords and may not share accounts with any other individuals.
- All computing devices must be secured with a password-protected screensaver with the automatic activation feature set to 15 minutes or less. You must lock the screen or log off when the device is unattended.
- Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malware.
- Use encryption on devices and systems where feasible and as directed by the CSUSA Cybersecurity and Infrastructure team and other applicable CSUSA policies.

3.3 Unacceptable Use.

- Under no circumstances is a CSUSA user authorized to engage in any activity that is illegal under local, state, federal, or international law while utilizing CSUSA owned resources. The lists below are by no means exhaustive but attempt to provide a framework for activities that fall into the category of unacceptable use.
- To the extent practical, technology protection measures (or “Internet filters”) shall be used to block or filter Internet, or other forms of electronic communications, access to

inappropriate information. Specifically, as required by the Children’s Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled for adults or, in the case of minors, minimized only for bona fide research or other lawful purposes.

- The use of TikTok, and/or any successor platforms, on all CSUSA, or school-owned devices, or on any device (including privately owned) connected to CSUSA, or school-provided internet is strictly prohibited. FAC Rule 6A-1.0957.

3.3.1 Systems and Network Activities

- To the extent practical, steps shall be taken to promote the safety and security of users of the CSUSA online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications.
- Specifically, as required by the Children’s Internet Protection Act, and Florida Administrative Code (“FAC”) Rule 6A-1.0955 prevention of inappropriate network usage includes: (a) unauthorized access, including so-called ‘hacking,’ and other unlawful activities; (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors; (c) preventing access to websites, web or mobile applications, or software that do not protect against the disclosure, use, or dissemination of students’ personal information; and (d) prohibits students from accessing social media platforms, except when expressly directed by a teacher for an educational purpose
- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- Revealing your account password to others or allowing the use of your account by others. This includes family and other household members when work is being done at home.
- Using a CSUSA computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
- Duplication of copyrighted software or data, except for backup and archival purposes.
- E-mail messages created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which CSUSA or the end-user does not have an active license is strictly prohibited
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted before the export of any material that is in question.
- Effecting security breaches or disruptions of network communication.

- Port scanning or security scanning is expressly prohibited unless prior notification to CSUSA’s Director of Cybersecurity and Infrastructure team has been made.
- Circumventing user authentication or security of any host, network, or account.
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.

3.3.2 Education, Supervision and Monitoring

- It shall be the responsibility of all members of the CSUSA staff at the school to educate, supervise and monitor appropriate usage of the online computer network and access to the Internet following this policy, the Children’s Internet Protection Act, the Neighborhood Children’s Internet Protection Act, and the Protecting Children in the 21st Century Act.
- Disabling or otherwise modifying any technology protection measures will follow established processes, including documentation and approval by the school’s Principal or designated representative.
- The School’s Principal or designated representative will ensure that age-appropriate training for students who use the School’s Internet facilities are provided. The training provided will be designed to promote the commitment to:
 - a) The standards and acceptable use of Internet services as outlined in this policy;
 - b) Student safety in regards to:
 - i. safety on the Internet;
 - ii. appropriate behavior while on online, on social networking Web sites, and in chat rooms; and
 - iii. cyberbullying awareness and response.
 - c) Compliance with the E-rate requirements of the Children’s Internet Protection Act (“CIPA”).
- Following receipt of this training, the student will acknowledge that he/she received the training, understood it, and will follow the provisions of the District's acceptable use policies.

3.4 Blogging and Social Media

- Prior to requiring students to use online content, staff is required to confirm that the content is not blocked by the student internet filter. If staff has appropriate blocked content or social media platforms to be used for educational purposes, then staff must request said content to be reviewed and unblocked.

- The Blogging and Social Media Policy is designed to protect the privacy, confidentiality, business interests, and reputation of CSUSA. When you are participating in social networking, you are representing both yourself and CSUSA. It is not our intention to restrict your ability to have an online presence. We believe social networking is a very valuable tool.
- All school administrators, faculty, and staff shall use caution and good judgment when using electronic communications and social networking sites. Any information posted on or communicated through a social networking site shall not bring disfavor, embarrassment, or condemnation to any employee, student, or any member of CSUSA.
- CSUSA prohibits communications relayed to current or former students via electronic communications such as texting, Facebook, and all other social media networks. All communications to students should be conducted via the school-issued email addresses or through school-approved applications such as Edmodo. Communications should be professional and related to a student's academic progress or school activities.
- The use of TikTok, and/or any successor platforms to be used to communicate or promote any school district, school, school-sponsored club, extracurricular organization, or athletic team is strictly prohibited, per Florida Statute, 1001.02(1), (2)(n), 1003.02(1)(g)5, and 1003.02(1)(g) and FAC Rule 6A-1.0957.

3.4.1 Blogging and Social Media Policy Guidelines

- Employees should not use or post to social media during work hours.
- Employees should not use the company or personal devices to access or post on social media networks while at work.
- Only employees officially authorized by CSUSA may use approved social media outlets to speak or post on behalf of CSUSA. This will be a part of your CSUSA job description.
- Employees are restricted from disclosing the details of any CSUSA activity or business dealings on social media.
- Do not post any financial, confidential, sensitive, or proprietary information about CSUSA or any of our students, faculty, administrative staff, or employees.
- Employees, specifically teachers and administrative staff, are prohibited from using social media to contact or communicate with any current or former students.
- Do not use social media to vent personal complaints about supervisors, co-workers, students, parents, vendors, or CSUSA.
- If you see unfavorable opinions, negative comments, or criticism about CSUSA, immediately forward this information to your School Administrator or Employee Services.
- Information on your networking profile is public, even if posted under a pseudonym, your identity can still be revealed.

4.0 Compliance

4.1 Compliance Measurement

- The compliance with this policy will be actively monitored through various methods, including but not limited to, business tool reports, internal and external audits, and feedback to the policy owner.

4.2 Exceptions

- Any exception to the policy must be approved by the CSUSA Cybersecurity team in advance.

4.3 Non-compliance

- CSUSA is not responsible for the actions of individual users who violate this policy.
- CSUSA users found to have violated this policy may be subject to penalties and disciplinary action, revocation of user access, up to and including termination of employment.

5.0 Related Policies

- Gramm-Leach-Bliley Act: Safeguards to Protect Confidential Financial Information
- Family Educational Rights and Privacy Act (FERPA)
- Health Insurance Portability and Accountability Act (HIPAA)
- Username and Password Policy
- CSUSA Employee Handbook
- CSUSA Parent and Student Handbook
- Computer Security Device Standards Policy

6.0 Definitions and Terms

CIPA: Children’s Internet Protection Act.

CSUSA: Charter Schools USA.

Security breaches: Include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access unless these duties are within the scope of regular duties.

Social media: Computer-mediated tools that allow people, companies and other organizations to create, share, or exchange information, career interests, ideas, and pictures/videos in virtual communities. Examples of social media include, but are not limited to, Facebook, MySpace, Twitter, LinkedIn, Instagram, Pinterest, YouTube, Snapchat, Google+, flicker, Tumblr, Vine, Vimeo, and Yelp. Any sites that allow for online collaboration, sharing, or publishing platforms,

whether accessed through the web, a mobile device, text messaging, email, or any other existing or emerging communications platform.

Social media posts: Defined as blog posts, blog comments, status updates, text messages, posts via email, images, audio recordings, video recordings, or any other information made available through any social media outlet. Social media posts are the actual communications a user distributes via social media.

Users: Refers to all employees, independent contractors, students, parents, persons, or entities accessing CSUSA computer systems and services.

7.0 Timeline

Effective Date: Upon Implementation

Review Date: Annually

8.0 Approvals

Name, Title

Date

Name, Title

Date