

**MEETING AGENDA
KISSIMMEE CHARTER SCHOOL BOARD**

**KISSIMMEE CHARTER ACADEMY
2850 BILL BECK BOULEVARD, KISSIMMEE, FL 34744
THURSDAY, AUGUST 25, 2022 AT 4:30 PM**



- 1. MEETING CALLED TO ORDER**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 3. AGENDA ADDITIONS OR REVISIONS**
- 4. PRESENTATIONS**
 - 4.A NASET Exceptional Charter School in Special Education
 - 4.B Florida Civics and Debate Initiative (FCDI)
 - 4.C Golden School Award
- 5. HEAR AUDIENCE**
- 6. CONSENT AGENDA**
 - 6.A Approval of May 19, 2022 Minutes
 - 6.B Prior Parental Notification of Involuntary Examination Policy and Procedures
 - 6.C Teacher Representative
 - 6.D Milner Copier Contract Extension
- 7. OLD BUSINESS**
- 8. NEW BUSINESS**
 - 8.A Annual Officer Appointments
 - 8.B Final 2021-2022 school year budget amendment
 - 8.C Teacher Salary Increase Allocation
- 9. SCHOOL REPORT**
- 10. REGION REPORT**
- 11. HEAR CHAIRMAN AND BOARD MEMBERS**
- 12. ADJOURNMENT**

In accordance with Florida Statutes 286.105: Any person wishing to appeal any decision made by the Kissimmee Charter School Board with respect to any matter considered at such meeting or hearing will need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made.

In accordance with Florida State 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk, 101 Church Street, Kissimmee, Florida, (407) 518-2309.

ITEM 4.A

NASET Exceptional Charter School in Special Education

Explanation

Our ESE director, Wendi Molina, submitted documentation for review and evaluation to the National Association of Special Education Teachers (NASET). NASET sent an email at the end of June to congratulate Imagine Kissimmee Charter Academy on having met the standards to be selected as a 2022 NASET Exceptional Charter School in Special Education in which this distinction is bestowed upon select qualified charter schools.

Selection as a NASET Exceptional Charter School in Special Education is the highest level of recognition a charter school can achieve through NASET. This honor is presented to charter schools that meet rigorous professional criteria and have demonstrated truly exceptional dedication, commitment, and achievement in the field of special education.

Requested School Board Action: No Action

Attachment(s):

1. NASET Cert



Imagine Kissimmee Charter Academy
Wendi Molina
2850 Bill Beck Blvd.
Kissimmee, FL 34744

Dear Wendi Molina:

On behalf of the National Association of Special Education Teachers (NASSET), we want to congratulate Imagine Kissimmee Charter Academy for having been selected as a NASSET Exceptional Charter School in Special Education in the year 2022. Imagine Kissimmee Charter Academy can take great pride in achieving the highest honor a charter school can achieve through our professional association.

The recognition as a NASSET Exceptional Charter School in Special Education is bestowed on charter schools that have met rigorous professional criteria and have demonstrated truly exceptional dedication, commitment and achievement in the field of special education.

We are pleased to be able to present the enclosed certificate of recognition to Imagine Kissimmee Charter Academy as a NASSET Exceptional Charter School in Special Education. Feel free to proudly display this award certificate for your staff, students and parents to see.

Once again, congratulations to Imagine Kissimmee Charter Academy for being selected as a NASSET Exceptional Charter School.

Sincerely,

Dr. Roger Pierangelo & Dr. George Giuliani

Executive Directors
National Association of Special Education Teachers

Exceptional Teachers Teaching Exceptional Children

1250 Connecticut Avenue, N.W. Suite 200 - Washington D.C. 20036 - 800-754-4421 - www.naset.org

National Association of Special Education Teachers

*Upon Examination and Recommendation by the
Board of Directors Hereby Awards*

Imagine Kissimmee Charter Academy

The Professional Designation of

EXCEPTIONAL CHARTER SCHOOL

*With all the Annual Professional and Ethical Requirements,
Privileges and Honors Thereunto Pertaining
for the 2022 School Year*

Dr. Roger Pierangelo

Dr. Roger Pierangelo PhD., FSICPP Executive Director

Dr. George Giuliani

Dr. George Giuliani J.D., Psy.D., FSICPP Executive Director

National Association of
inaset
Special Education Teachers

ITEM 4.B

Florida Civics and Debate Initiative (FCDI)

Explanation

In June of 2020, the Florida Civics and Debate Initiative began implementing phase one. The initiative aims to elevate civic knowledge, civic skills, and civic disposition for middle and high school students through speech and debate. Florida Civics and Debate Initiative's mission is to create access and opportunities for all students to have the best civics education including curriculum, debate programs, and high-quality teachers that are catalysts for students becoming great citizens who can preserve our constitutional republic for future generations. It introduces students to real-world issues and allows them to participate in the democratic process. Each participating school in Florida Civics and Debate Initiative receives funding support to start their debate teams, including funds to offset educational resources, tournament transportation, coach stipends, and membership in the National Speech and Debate Association.

The Florida Civics and Debate Initiative is part of a multi-year, \$5 million grant from the Marcus Foundation, Inc., as well as a \$1.6 million investment from the Florida legislature to elevate civic knowledge, civic skills, and civic disposition for middle and high school students through speech and debate. The initiative plans to expand into all Florida school districts by 2023, aiming to increase access for all students to participate in speech and debate programs, regardless of where they live, socio-economic status, or background.

Kissimmee Charter Academy applied to phase two of the FCDI and was accepted. We are excited to offer this opportunity to our students as this will help students develop problem-solving, communication, teamwork, and analytical skills. Our school coach attended FCDI training at Florida State University in July to help implement this initiative at our school and have students experience debate for the first time.

Requested School Board Action: No Action

Attachment(s):

None

ITEM 4.C

Golden School Award

Explanation

The Florida Department of Education Golden School Award is presented annually to recognize exemplary schools that promote family and community engagement in education. The Golden School Award recognizes elementary, secondary, and adult schools with exemplary volunteer programs that have: Eighty percent (80%) of the school staff is trained in school volunteerism; A school volunteer coordinator is designated for recruitment, placement, training and supervision of school volunteers; the total number of hours of volunteer service equals or exceeds the number of students enrolled in the school.

Requested School Board Action: No Action

Attachment(s):

1. Golden School Award



THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

proudly presents this

GOLDEN SCHOOL AWARD

to

Kissimmee Charter Academy

*for your commitment to family and community involvement
through the use of approved **OASIS** volunteers in our schools.*



Robin Davis

ROBIN DAVIS

DISTRICT VOLUNTEER LIAISON SPECIALIST

MAY 23, 2022

Debra Q. Pace

DR. DEBRA PACE

SUPERINTENDENT

Osceola Adults Serving and Inspiring Students

ITEM 6.A

Approval of May 19, 2022 Minutes

Explanation

Requested School Board Action: Approve

Attachment(s):

1. 5.19.22 Minutes

**MEETING MINUTES
KISSIMMEE CHARTER SCHOOL BOARD**

**KISSIMMEE CHARTER ACADEMY
2850 BILL BECK BOULEVARD, KISSIMMEE, FL 34744
THURSDAY, MAY 19, 2022 AT 4:30 PM**



1. **MEETING CALLED TO ORDER** Rodney Denson opened the meeting at 4:41pm.
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE** Rodney Denson led the board and audience with the pledge of Allegiance and Moment of Silence.
3. **AGENDA ADDITIONS OR REVISIONS** None
4. **HEAR AUDIENCE** None
5. **CONSENT AGENDA** Joshua Pies made a motion to accept the consent agenda as presented. Brenda Ryan seconded. All in favor. Motion carried.
 - 5.A April 28, 2022 Minutes
 - 5.B Mental Health Assistance Allocation Plan
 - 5.C National School Lunch Program Contract Renewal
 - 5.D Wellness Policy
 - 5.E Audit Engagement Letter for King & Walker
6. **OLD BUSINESS** None
7. **NEW BUSINESS**
 - 7.A Financial Report

Jennifer Fornes shared the financial report with the board and the minor adjustments made for the end of the year.
Rodney Denson made a motion to approve the monthly financial report. Joshua Pies seconded. All in favor. Motion carried.
 - 7.B Camera Purchase and Installation

Jennifer Fornes shared the request for an estimated price for the overall camera project and the actual cost of the cameras. The attached quote is a single-source bid and piggy-backing off the price and contract of the cameras used and purchased by the City of Kissimmee. This contract pricing is better than what we could achieve alone and is part of "BuyQ National Charter and Private Schools Contract" and "National IPA Technology Solutions (2018011-01)". Jeremy Gutierrez received guidance from Austin Blake about the approach to providing better surveillance coverage. We are seeking the approval of this as a single-source bid as allowed by the City of Kissimmee, especially when it involves items that are already competitively bid/priced and specialized. The two-camera models

are the standard for future camera purchases by the City and the vendor is approved for this purpose.

Rodney Denson made a motion to approve the camera equipment purchase of \$23,465 and approval of a "Do Not Exceed" request that will cap the install/wiring/mounts/server/etc. at an amount of \$49,035. Joshua Pies seconded. All in favor. Motion carried.

8. **SCHOOL REPORT** Jennifer Fornes shared the school calendar of events for the end of the school year, including the graduation dates of VPK, Kindergarten, 5th grade, and 8th grade. She shared the many field trips students were able to attend to end the year and the successful ending a school year.
9. **REGION REPORT** Jennifer Fornes shared the summer leadership retreat to take place in June with all regional schools to plan and coordinate academic, cultural, and operational matters for the next school year. She also shared the annual forum with all teachers and staff with all Imagine School southeast region schools to be held August 7, 2022 in Clermont, Florida.
10. **OSCEOLA COUNTY SCHOOL DISTRICT** The Osceola County School District presented a certificate from the Education Choice office for receiving and 'A' in compliance for the school year.
11. **HEAR CHAIRMAN AND BOARD MEMBERS** None
12. **ADJOURNMENT** Rodney Denson adjourned the meeting at 5:36pm.

ITEM 6.B

Prior Parental Notification of Involuntary Examination Policy and Procedures

Explanation

The board previously adopted a policy on parental notification of involuntary examination based on previous law. New regulations have been passed which require a replacement of the existing policy. Attached is the previous board-adopted policy and the recommended model policy and procedure from the Florida Consortium of Public charter schools for adoption.

Background information: The Florida Mental Health Act, also known as the Baker Act, was enacted in 1971. The Act includes legal procedures for mental health examination and treatment, including voluntary and involuntary examinations. Additionally, it protects the rights of all individuals examined or treated for mental illness in Florida. However, over the past 15 years, the number of children subject to involuntary commitments under the Baker Act has increased faster than any other age group. Children are incapable of legally consenting to medical intervention needed to gauge whether an involuntary examination under the Baker Act is necessary, and there was no statewide statutory requirement for prior parental notification.

With the passage of Senate Bill 590 in 2021, s. 1002.33(9)(q), Florida Statutes, now requires charter school governing boards to adopt policies and procedures regarding prior parental notification of the involuntary examination of a student. Further, through the passage of Senate Bill 590, s. 1002.33(9)(r)1. and 2., Florida Statutes, Florida public charter school students and their parents have certain rights, including the right to timely notification of threats, unlawful acts, and significant emergencies pursuant to s. 1006.07(4) and (7), Florida Statutes, and the right to access school safety and discipline incidents as reported pursuant to s. 1006.07(9), Florida Statutes.

Requested School Board Action: Adopt

Staff recommends board adopt the policy as written.

Attachment(s):

1. Model Policy Regarding Involuntary Examinations - SB 590.docx IKCA
2. Kissimmee Charter Academy Policy on Prior Parental Notice of Involuntary Examination and Parent Rights
3. Kissimmee Charter Academy Procedures Prior Parental Notice of Involuntary Examination and Parent Rights

Senate Bill 590, effective July 1, 2021, amended Section 1002.33(9)(q), Florida Statutes, relating to involuntary examination and reporting procedures applicable to charter public schools. Below is a sample policy which can be adopted by charter public schools in addressing and complying with this Statute amendment.

POLICY REGARDING INVOLUNTARY EXAMINATIONS

I. Reasons for Involuntary Examination

Pursuant to Section 394.463(1), Florida Statutes, a person may be taken to a receiving facility for involuntary examination if there is reason to believe that the person has a mental illness and because of his or her mental illness:

1. The person has refused voluntary examination after conscientious explanation and disclosure of the purpose of the examination; or
2. The person is unable to determine for himself or herself whether examination is necessary; and
 - a. Without care or treatment, the person is likely to suffer from neglect or refuse to care for himself or herself; such neglect or refusal poses a real and present threat of substantial harm to his or her well-being; and it is not apparent that such harm may be avoided through the help of willing family members or friends or the provision of other services; or
 - b. There is a substantial likelihood that without care or treatment the person will cause serious bodily harm to himself or herself or others in the near future, as evidenced by recent behavior.

II. Required Communication from Charter School

In the event a charter school principal or the principal's designee attempts to remove a student from school, school transportation, or a school sponsored activity to be taken to a receiving facility for an involuntary examination, the charter school principal or the principal's designee shall make a reasonable attempt to notify the parent or legal guardian of the student **prior** to the student's removal.

For purposes of this policy, "a reasonable attempt to notify" means the exercise of reasonable diligence and care by the principal or the principal's designee to make contact with the student's parent, guardian, or other known emergency contact whom the student's parent or guardian has authorized to receive notification of an involuntary examination. At a minimum, the principal or the principal's designee must take the following actions:

- a. Use available methods of communication to contact the student's parent, guardian, or other known emergency contact, including but not limited to, telephone calls, text messages, e-mails, and voice mail messages following the decision to initiate an involuntary examination of the student.

Approved 10.7.2021
Board Policy



- b. Document the method and number of attempts made to contact the student's parent, guardian, or other known emergency contact, and the outcome of each attempt.

A principal or his or her designee who successfully notifies any other known emergency contact may share only the information necessary to alert such contact that the parent or caregiver must be contacted. All such information must be in compliance with federal and state law.

III. Delayed Communication from Charter School

The principal or the principal's designee may delay notification for **no more than 24 hours** after the student is removed if:

- a. The principal or the principal's designee deems the delay to be in the student's best interest and if a report has been submitted to the central abuse hotline, pursuant to s. 39.201, based upon knowledge or suspicion of abuse, abandonment, or neglect; or
- b. The principal or the principal's designee reasonably believes that such delay is necessary to avoid jeopardizing the health and safety of the student.

Before a principal or his or her designee contacts a law enforcement officer, he or she must verify that de-escalation strategies have been utilized and outreach to a mobile response team has been initiated unless the principal or the principal's designee reasonably believes that any delay in removing the student will increase the likelihood of harm to the student or others. This requirement does not supersede the authority of a law enforcement officer to act under s. 394.463.

IV. Parental Rights

Parents of charter school students have a right to timely notification of threats, unlawful acts, and significant emergencies pursuant to Sections 1006.07(4) and (7), Florida Statutes. Parents of charter school students also have a right to access school safety and discipline incidents as reported pursuant to Section 1006.07(9), Florida Statutes.

V. Conflict of Law

This policy is intended to supplement Section 394.463 & 1002.33(9)(q), Florida Statutes. If there is any provision of this policy which conflicts with and Florida Statute, the Florida Statute shall control.

**POLICY OF KISSIMMEE CHARTER ACADEMY
PRIOR PARENTAL NOTICE OF INVOLUNTARY EXAMINATIONS and PARENT RIGHTS**

I. Background

The Florida Mental Health Act, also known as the Baker Act, was enacted in 1971. The Act includes legal procedures for mental health examination and treatment, including voluntary and involuntary examinations. Additionally, it protects the rights of all individuals examined or treated for mental illness in Florida. However, over the past 15 years, the number of children subject to involuntary commitments under the Baker Act has increased faster than any other age group. Children are incapable of legally consenting to medical intervention needed to gauge whether an involuntary examination under the Baker Act is necessary, and there was no statewide statutory requirement for prior parental notification.

With the passage of Senate Bill 590 in 2021, s. 1002.33(9)(q), Florida Statutes, now requires charter school governing boards to adopt policies and procedures regarding prior parental notification of the involuntary examination of a student. Further, through the passage of Senate Bill 590, s. 1002.33(9)(r)1. and 2., Florida Statutes, Florida public charter school students and their parents have certain rights, including the right to timely notification of threats, unlawful acts, and significant emergencies pursuant to s. 1006.07(4) and (7), Florida Statutes, and the right to access school safety and discipline incidents as reported pursuant to s. 1006.07(9), Florida Statutes.

II. Required Notification from Charter School

A charter school principal, or the principal's designee, shall make a reasonable attempt to notify the parent, legal guardian, or caregiver of a student before the student is removed from school, school transportation, or a school-sponsored activity to be taken to a receiving facility for an involuntary examination (consistent with procedures set forth in Section 394.463, Florida Statutes, including and subject to the requirements and exceptions established under Section 1002.33(9), Florida Statutes),

For purposes of this policy, “a reasonable attempt to notify” means the exercise of reasonable diligence and care by the principal or designee to contact the student’s parent, guardian, or other known emergency contact person(s) who is authorized to receive notification of an involuntary examination.

At a minimum, the principal, or designee, must take the following actions:

- a. Use available methods of communication to contact the student’s parent, guardian, or other known emergency contact, including but not limited to telephone calls, text messages, e-mails, and voice mail messages following the decision to initiate an involuntary examination of the student; and

- b. Document the method and number of attempts made to contact the student's parent, guardian, or other known emergency contact and the outcome of each attempt.

The principal, or designee, who successfully notifies another known emergency contact, in place of a parent, legal guardian, or caregiver, may share only the information necessary to alert such contact that the parent, legal guardian, or caregiver must be contacted. All information disclosed must comply with federal and state law, including the Family Educational Rights and Privacy Act and Florida Public Records Law.

III. Delayed Communication from Charter School

The principal, or designee, may delay the notification required under Section I (above) for no more than 24 hours after the student is removed if:

- a. The principal, or the principal's designee, deems the delay to be in the student's best interest, and a report has been submitted to the child abuse central abuse hotline, pursuant to s. 39.201, Florida Statutes based upon knowledge or suspicion of abuse, abandonment, or neglect; or
- b. The principal or the principal's designee reasonably believes that such delay is necessary to avoid jeopardizing the health and safety of the student.

Before the principal or designee contacts a law enforcement officer, he or she must verify that de-escalation strategies have been utilized and outreach to a mobile response team has been initiated unless the principal, or designee, reasonably believes that any delay in removing the student will increase the likelihood of harm to the student or others. This requirement does not supersede the authority of a law enforcement officer to act under s. 394.463, Florida Statutes, nor does it alter or expand how involuntary examination procedures may be commenced under s. 394.463, Florida Statutes.

IV. Reporting Involuntary Examinations

The principal shall annually report the number of involuntary examinations to the Florida Department of Education, as defined in s. 394.455, Florida Statutes, initiated at a school, on school transportation, or at a school-sponsored activity.

V. Duties of Law Enforcement and Emergency Medical Personnel

This policy does not limit or interfere with the duties and obligations of law enforcement and emergency medical personnel to respond appropriately to situations where a student or others is at imminent risk of serious bodily harm or death.

VI. Annual Reporting of Involuntary Examinations

The principal will annually report the number of students for whom an involuntary examination was initiated by the school, on school transportation, or at a school-sponsored activity to the Florida Department of Education.

VII. Parents Rights

- a. Parents have the right to timely notification of threats, unlawful acts, and significant emergencies.
- b. Parents have the right to access school safety and discipline incidents as reported in the School Environmental Safety Incident Report (SESIR). The school's website will include a link to the data available by the Florida Department of Education.

VIII. Conflict of Law

This policy is intended to supplement Florida Statutes. If any provision of this policy conflicts with any applicable Federal law, rule, or regulation or Florida Statute, rule, or regulation, the applicable Federal or Florida law, rule, or regulation shall control.

Adopted: **August 25, 2022**

KISSIMMEE CHARTER ACADEMY
PROCEDURES: PRIOR PARENTAL NOTICE OF INVOLUNTARY EXAMINATIONS and
PARENT RIGHTS

It is the policy of the Board that Kissimmee Charter Academy will implement behavioral and mental health procedures that include prevention, intervention, and postvention strategies and activities that protect and strengthen student wellness, as well as procedures related to data collection, documentation, and data analysis related to the school's compliance and implementation of the "Florida Mental Health Act" or "Baker Act." [s. 394.451, F.S.]

With the implementation of Board Policy, *Prior Parental Notice of Involuntary Examinations and Parent Rights*, the School will implement additional procedures to ensure the safety and security of all students, school personnel, parents, and school visitors.

Indicators of a Student in Crisis

A student is at imminent risk of harm to himself or others when he verbalizes a threat. This may be through verbal or written communication, conveyed on social media, or shared with a small group of peers. The student in crisis may sketch out a plan. Classmates may see evidence of self-harm. Or the student self-refers.

Intervention

Any school employee, student, parent, volunteer, or visitor who has reason to believe that a student is at imminent risk of threat to themselves, or others must report the information to the principal or designee immediately. When the principal or designee is unavailable, the information should be reported to the school safety officer. If necessary, immediately notify the school secretary to contact the principal, designee, or school safety officer.

Upon notification of the situation, the principal or designee will ensure student safety by providing continuous adult supervision to the student in crisis. The principal or designee will notify mental health professionals on campus, including the school counselor, school psychologist, school behavioral specialist, or contracted community mental health counselors, to assist with de-escalating the student.

The principal or designee will also call on the resources available through the school-based Threat Assessment Team and determine if a behavioral threat assessment should be conducted.

The goal of de-escalation is to return the student to the learning environment as quickly as possible. However, if de-escalation interventions are unsuccessful and the student is believed to be experiencing a mental health crisis, the principal should request assistance from a

contracted community-based Mobile Crisis Response Team or the district's Crisis Mobile Response Team.

A licensed mental health professional, SRO, or law enforcement officer may evaluate whether the student meets the statutory criteria for transportation for an involuntary examination.

As part of the overall behavioral threat assessment, a mental health professional may determine that a Suicide Risk Assessment should be completed. If the Suicide Risk Assessment is used, only a licensed mental health professional can complete the involuntary examination document.

Referral for Involuntary Examination under the Florida Mental Health Act

When assessing a student to determine if he/she meets the criteria for transportation for an involuntary examination, the following criteria, as outlined in s. 394.463, F.S., must be met:

- a. There is reason to believe that the person has a mental illness; and
- b. Without care or treatment, the person is likely to suffer from neglect or refuse to care for self, such neglect or refusal poses a real and present threat of substantial harm to well-being, and it is not apparent that such harm may be avoided through the help of willing family members or friends; or
- c. There is a substantial likelihood that without care or treatment, the person will cause serious bodily harm to themselves or others in the near future, as evidenced by recent behavior.

Prior Parent Notification of Involuntary Examination

Before transporting a student for an involuntary examination, the principal or designee must make a reasonable attempt to notify the student's parent, guardian, or caregiver before the student is removed from school, school transportation, or a school-sponsored activity to be taken to a designated receiving facility. At the minimum, the principal or designee must take the following actions:

- a. The principal or designee will make reasonable efforts to communicate with the parent or guardian upon determining the student is in crisis and is likely to cause harm to self or others. If the parent or legal guardian does not respond to a minimum of two telephone calls, the principal or designee will use other methods of communication to contact the parent/guardian or other known emergency contact, including but not limited to additional telephone calls, text messages, e-mails, and voice mail messages before transporting a student for an involuntary examination.

- b. The principal or designee will document the methods and number of attempts made to contact the student's parent/guardian or other known emergency contact and the outcome of each attempt.
- c. If the principal or designee successfully notifies any other known emergency contact, the only information that can be shared is information necessary to alert such contact that the parent or caregiver must be contacted.

If it is necessary to transport a student to a facility for evaluation, transportation will be consistent with accepted district or law enforcement procedures.

Prohibited Actions

A referral for involuntary examination must never be used as a behavioral consequence and a threat against a student or parent.

Documentation and Reporting

All threats made by a student, whether to themselves or others, must be documented using the Behavioral Threat Assessment tool.

In addition, the principal or designee must notify the parent/guardian in writing of the circumstances leading to the transportation of the student to a receiving medical facility. An incident report must be completed by the end of the next school day. In the event of a weekend or school holiday, the incident report must be completed no later than 72 hours after the student is transported. The incident report will include the following information:

- a. Name of student
- b. Date, time, and method of notification to parent
- c. Date and time of transport
- d. Names and positions of all non-student witnesses
- e. A description of the circumstances, including:
 - i. The student's behavior leading up to and precipitating the decision to transport the student
 - ii. The specific positive behavioral strategies used to prevent and deescalate the student before the decision to transport the student
 - iii. A description of the mental health resources previously provided to the student at school
 - iv. A description of the mental health resources previously provided to the student in the community, if known
 - v. Any injuries, visible marks, or possible medical emergencies that may have occurred during the circumstances leading up to the transport

The principal or designee will share the incident report with the parent/guardian within three (3) school days after the student was transported. A copy of the incident report will be maintained in the student's cumulative file.

Monitoring

- a. Law enforcement or the district's police department (if involved) will complete comprehensive monitoring of the transportation from the school to the receiving facility under the "Florida Mental Health Act."
- b. Data will include the school name, grade of the student, race of the student, ESE eligibility, if applicable, and type of restraint used, if applicable.
- c. A school district may monitor the number of involuntary examinations initiated by the school and may discuss the need for additional training or support at the school level or mental health services for students and families.

Postvention

A student who is transported for an involuntary examination will be referred to the IEP Team or 504 Team for review. The Team will consider additional support and services, such as a safety plan, behavior intervention plan, or counseling, as needed to support the student's educational success. In addition, the Team will consider the need for parent education and support.

Prevention

All school employees will attend training on the continuum of behavioral and mental health services available to students on a school-based level and community mental health services.

School-based employees will attend annual in-service training in suicide prevention. A minimum of two hours of annual training will be required. The training will include, but not be limited to, identification of risk factors, warning signs, intervention and response procedures, referrals, and postvention. Additional training will be available that includes strategies for de-escalation and positive redirection of students.

Safe school officers that are sworn law enforcement officers will complete mental health crisis intervention training. Safe school officers that are not sworn law enforcement officers will receive training on incident response and de-escalation. (Senate Bill 1421, 2022) Other training may be required.

Reporting Requirement

Annually, the principal will report the number of involuntary examinations initiated at the school, at a school event, or on a school bus, to the Florida Department of Education.

Parental Notification of Threats, Unlawful Acts, and Significant Emergencies

When a threat, unlawful act, or significant emergency, as defined in s. 1006.07(4)(b), Florida Statutes, occurs on school grounds, during school transportation, or during school-sponsored activities, it is the responsibility of the principal or designee to notify parents/guardians.

A threat, unlawful act, or significant emergency includes:

- Weapons possession or use when there is intended harm toward another person, hostage, and active assailant situations.
- Murder, homicide, or manslaughter.
- Sex offenses, including rape, sexual assault, or sexual misconduct with a student by school personnel.
- Natural emergencies including hurricanes, tornadoes, and severe storms.
- Exposure as a result of a manmade emergency.

Before notifying parents, the principal must consider the nature of the reported threat or incident, whether the threat or incident is ongoing or resolved, whether the threat is transient or substantive, and whether there is an imminent threat of harm to students and the campus community.

In the case of an imminent threat of harm to students, including an active assailant incident or hostage situation, notification to parents will be made as soon as practicable. The principal will consult with local law enforcement and first responders before notifying parents to avoid compromising the safety of students and the efficacy of the emergency response and investigation.

The manner of notification will depend upon the circumstances or event. The principal will use the school's emergency communication system to contact parents/guardians. This may be an automated telephone message, text message, or email. Once the emergency is over, the principal will send a letter to families providing additional information.

Parents/guardians will receive a "School Emergency Information Guide" at the time of registration. The purpose of the guide is to inform parents/guardians of school emergency protocols, school emergency response terminology, and the role of the parent/guardian during emergencies.

Parental notifications will be made in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. s. 1232g, 34 C.F.R. Part 99, and Section 1002.22, F.S.

Right of Parent to Access School Safety and Discipline Incidents

The school district's School Environmental Safety Incident Reporting (SESIR) System currently collects data on 26 incidents of crime, violence, and disruptive behaviors on school grounds, on school transportation, and at off-campus, school-sponsored events, during any 24 hour period, 365 days per year.

Incidents are reported by schools, including charter schools, to their districts which, in turn, submit the data to the Florida Department of Education. Parents/guardians of charter school students have a right to access school safety and discipline incidents that are reported in the School Environmental Safety Incident Report.

A link to the state-reported discipline data will be posted on the school website.

Interpretation of Procedures

- a. The procedures outlined here do not modify, interfere with, or substitute for any non-delegable responsibility under Federal and State law to identify, evaluate, and address the specific, individualized behavioral and mental health needs of children with disabilities.
- b. The procedures shall comply with all Federal and State laws, regulations, rules, and guidance, with particular attention to s. 381.0056, Florida Statutes.
- c. The procedures shall not be construed to restrict the ability of law enforcement officers to perform any of their lawful duties under State law.

ITEM 6.C

Teacher Representative

Explanation

Patrick North has agreed to serve as the teacher representative for the 2022-2023 school year. According to the amended August 26, 2021 bylaws, the teacher representative shall be a nominee employed by the charter school whose appointment shall be affirmed by the Board annually. The teacher representative is a non-voting member of the board.

Requested School Board Action: Accept

Staff recommends board accept teacher representative.

Attachment(s):

None

ITEM 6.D

Milner Copier Contract Extension

Explanation

This is for a 36 month continuation of our current contract with Milner. It is \$863 for the 3 main copiers and 20 classroom multi-function printers and a few admin printers. It is single sourced. They will continue to support a few extra devices that are not listed as we own them outright.

This is the same contract we had before and includes the same equipment/maintenance that we are currently using. This has 20,000 prints per quarter, and overages are \$.0073 and calculated each quarter. The areas to sign are highlighted, we already have the equipment so the sales order is good to sign off on delivery.

Requested School Board Action: Approve

Staff recommends board approval.

Attachment(s):

1. Imagine Kissimmee Charter Guaranteed Maintenance Agreement
2. Equipment List and SO#54314R Imagine Kissimmee Charter
3. Milner Usage Agreement Imagine Kissimmee Charter



700 SOUTH MILITARY TRAIL, DEERFIELD BEACH, FLORIDA 33442
WWW.MILNER.COM | 1.800.875.5046 | 954-312-1500

TONER INCLUSIVE

GUARANTEED MAINTENANCE AGREEMENT

1. Milner Document Products, Inc. is authorized to place under maintenance the listed equipment for a period of one year at the prevailing rates.
2. The term of this agreement is for a period of one year and is automatically renewed at the prevailing rates unless terminated by 30 days written notice by either party unless active lease agreement is in place. **Maintenance Rates are subject to Annual Increases.**
3. This agreement shall become binding when it has been accepted by Milner Document Products, Inc. manager of designee, provided however, that if there are modifications to this Agreement, or pricing not standard with the authorized published price schedule, this Agreement is not valid until it has been accepted in writing by the signature of an authorized representative of Milner Document Products, Inc. in Deerfield Beach, Fl. In such a one, this is a sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service, or the performance of the service, shall not constitute acceptance by Milner Document Products, Inc. of this agreement.
4. Customer acknowledges that the B&W charge per print is _____cents and _____cents for Color (Black, Cyan, Magenta, and Yellow) / 1 print. Per print charges are based on an 8.5 x 11 original. _____ Customer's initials.

CUSTOMER INFO	
NAME	
ADDRESS	
CITY - STATE - ZIP	
BY	
TITLE	
DATE	
CUSTOMER SIGNATURE	

CONTRACT BEGINNING DATE _____

LINE NO.	MODEL NO.	SERIAL NO.	LOCATION	BASIC CHARGE	METER RATE CHARGE / ALLOWANCE / TERM	DRUM INC	EXC	BEGINNING METER
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
			SUBTOTAL					



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5. Fiery Controller Warranty – Customer can elect to add a Fiery Warranty for the term of the agreement for an additional \$600.00 per year.

I Accept _____ I Decline _____

5b. Average toner coverage is 6% Black and White and 20% Color. Milner reserves the right to raise the meter charges proportionately for customers who continually exceed these coverages.

6. Except for the applicable loan charge, there will be no additional charge for travel expenses associated with the service performed during Milner Document Products, Inc. normal business hours, except that actual travel expense and Milner Document Products, Inc. applicable hourly rates and terms than in effect shall be charged in those instances where the site at which the equipment is located is not accessible by private automobile.

7. This agreement includes interim calls during normal business hours as reasonably requested, necessitated by causes other than carelessness or improper handling and use of equipment, excluding damage caused by fire, lightning, floods, riots or acts of God. All equipment parts will be replaced without charge excluding damage caused by fire, lightning, floods, riots or acts of God, except those listed in item 8.

8. This agreement includes Black and Color (Cyan, Magenta, and Yellow) Toner, Black and Color (Cyan, Magenta, and Yellow) Developer and Drum. **This excludes staples and paper.** Black and Color (Cyan, Magenta, and Yellow) toner will be provided to the customer at no charge with the exception of shipping and handling charges.

Once established, this coverage shall not be changed by either party during the terms of this agreement.

9. The basic maintenance charge will be invoiced in advance. Meter charges (if applicable) will be invoiced periodically in arrears. Customer also agrees to pay the meter charge listed herein for the equipment usage in any period in excess of the equipment usage included in the basic maintenance charge. Payment will be made within terms stated on the invoice. Customer agrees to Milner installing meter collection utility for the purpose of collecting meters remotely.

10. The customer understands that liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this agreement, is limited strictly to that imposed by law and that there is no contact imposing any greater degree of liability on Milner Document Products, Inc.

TONER INCLUSIVE

GUARANTEED MAINTENANCE AGREEMENT

11. The transfer of equipment covered by this agreement to a location outside normal servicing area will exclude it from the terms of agreement. The charges on equipment transferred to a different zone during the term of this agreement will be adjusted to the applicable rate for the new zone. Milner must be notified of transfers of ownership and location.

12. Applicable sales, use, or property taxes shall be assessed as prescribed by law.

13. Milner Document Products, Inc. makes no warranties, expressed or implied, or merchantability, fitness for a particular purpose, performance, condition, capacity, or otherwise, except as herein expressly set out.

14. Customer shall indemnify and save Milner Document Products, Inc. harmless from any and all liability, loss, damage, expense, cause of action, suits, claims for judgments arising from injury to person to property, resulting from or based on actual or alleged use, operation or transportation, of the equipment or its location or condition after it has been delivered to the customer by Milner Document Products, Inc.

15. Repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by the use of incompatible supplies (NON LASER or service by anyone not duly authorized by Milner Document Products, Inc.) is excluded from coverage and will be charged for the standard rates in effect at the time of service.

16. Upon agreement of the parties, additional equipment may be added to this agreement for the remaining term of the agreement. Customer agrees to pay the pro-rated portion of the basic maintenance charge and meter charge (if applicable) that are current in the time additional equipment is added.

17. This agreement **excludes** any network services and connectivity fees and charges after the initial install which is included in the sale price. Network services and connectivity fees are billed at \$180.00 per hour with a 1 hour minimum. **IT services and Network services contracts are available for an additional charge. Please contact your representative.**

18. Customer agrees to let Milner collect meters remotely.

MILNER DOCUMENT PRODUCTS, INC.	
BY	
SIGNATURE	
TITLE	
DATE	
TELEPHONE	



Customer

Sales Order #

640134

54315R

Signer: _____

Milner:

Schedule A

RICOH DEVICE	SERIAL #
M5055	C339R400542
M5055	C339R400474
9003S	G679L100002
5210F	S9158700337
5210F	S9158800012
5210F	S9158800013
5210F	S9158800014
5210F	S9158800015
5210F	S9158800022
5210F	S9158800132
5210F	S9158800134
5210F	S9158800152
5210F	S9158900365
5210F	S9158900366
5210F	S9158900368
5210F	S9158900385
5210F	S9158900386
5210F	S9158900388
5210F	S9158900405
5210F	S9158900406
5210F	S9159100027
5210F	S9159200040
5210F	S9259000220



Usage Agreement

Send Invoice to Attention of carol.garcia@imagineschools.org (email)

CUSTOMER	Full Legal Name School District of Osceola County				Phone Number (407) 847-1400	
	Address 2850 Bill Beck Blvd.		City Kissimmee	State FL	Zip 34744	Fax Number
	Billing Address (if different)		City	State	Zip	Purchase Order Requisition Number
	DBA Name (if any) Imagine Kissimmee Charter Academy				Send Invoice to Attention of Accounts Payable	

CONSOLIDATED BILLING OPTION	Make/Model/Accessories	Serial #	Initial Meter Reading	Make/Model/Accessories	Serial #	Initial Meter Reading
	1. See Schedule A			5.		
	2.			6.		
	3.			7.		
	4.			8.		
	Monthly Usage Payment \$ 863.00			Meter Reading Frequency ☐ Monthly ☒ Quarterly		
	Payment includes 20000 B&W images per quarter		Overages billed quarterly at \$.0073	per B&W image		Payment includes Help Desk Seats
	Payment includes Color images per quarter		Overages billed quarterly at \$	per Color image		Payment includes Virtual Servers
Payment includes Linear foot per quarter		Overages billed quarterly at \$	per Linear Foot		Payment includes Servers Under Maintenance	
ALL UNITS LISTED ABOVE ARE CONSOLIDATED UNDER THIS PLAN FOR ADDITIONAL UNITS ATTACH SCHEDULE A ☐						

PAYMENT	Term in Months	First Usage Payment	(PLUS)	Security Deposit	(PLUS)	Sales Tax	(EQUALS)	Total Payment Enclosed
	36		+		+		=	

SALES TAX OPTIONS	Each payment is subject to sales tax of _____ % or amounts or percentages that may be in effect by location.
	☒ Exempt - Exemption Certificate Attached.

CUSTOMER SIGNATURE	YOU AGREE TO ALL OF THE TERMS AND CONDITIONS ABOVE AND CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT AND IN ANY ATTACHMENTS TO SAME, ALL OF WHICH ARE INCLUDED BY REFERENCE AND BECOME PART OF THIS AGREEMENT. YOU ACKNOWLEDGE TO HAVE READ AND AGREE TO ALL THE TERMS AND CONDITIONS AND UNDERSTAND THAT THIS IS A NON-CANCELABLE AGREEMENT FOR THE FULL TERM SHOWN ABOVE.	
	You acknowledge that the leased equipment is: ☐ NEW ☒ USED	
	Signature X	Date
	Print Name Dr. Jennifer Fornes	Title Principal
	Legal Name of Corporation or Partnership School District of Osceola County	

DELIVERY AND ACCEPTANCE	You acknowledge that the Equipment set forth above has been received, has been put in use, is in good working order and is satisfactory and acceptable.	
	Signature X	Date
	Print Name Dr. Jennifer Fornes	
	Title Principal	
	Legal Name of Corporation or Partnership School District of Oscola County	

GUARANTY	TO INDUCE OWNER TO ENTER INTO THE WITHIN USAGE AGREEMENT, THE UNDERSIGNED UNCONDITIONALLY GUARANTEES TO OWNER THE PROMPT PAYMENT WHEN DUE, OF ALL THE USER'S OBLIGATIONS TO OWNER UNDER THE AGREEMENT. OWNER SHALL NOT BE REQUIRED TO PROCEED AGAINST CUSTOMER OF THE EQUIPMENT OR ENFORCE ANY OTHER REMEDY BEFORE PROCEEDING AGAINST THE UNDERSIGNED. THE UNDERSIGNED WAIVES NOTICE OF ACCEPTANCE HEREOF AND ALL OTHER NOTICES OR DEMAND OF ANY KIND TO WHICH THE UNDERSIGNED MAY BE ENTITLED. THE UNDERSIGNED CONSENTS TO ANY EXTENSIONS OR MODIFICATION GRANTED TO USER AND THE RELEASE AND/OR COMPROMISE OF ANY OBLIGATIONS OF USER OF AN OTHER OBLIGORS AND GUARANTORS WITHOUT IN ANY WAY RELEASING THE UNDERSIGNED FROM HIS OR HER OBLIGATIONS HEREUNDER. THIS IS A CONTINUING GUARANTEE AND SHALL NOT BE DISCHARGED OR AFFECTED BY DEATH OF THE UNDERSIGNED, SHALL BIND THE HEIRS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF UNDERSIGNED AND MAY BE ENFORCED BY OR FOR THE BENEFIT OF ANY ASSIGNEE OF SUCCESSOR OF OWNER. THIS GUARANTY IS GOVERNED BY AND CONSTITUTED IN ACCORDANCE WITH THE LAWS OF THE FLORIDA AND I CONSENT TO NON-EXCLUSIVE JURISDICTION IN ANY STATE OR FEDERAL COURT IN FLORIDA.			
	Signature X		Signature X	
	Date		Date	
	Print Name		Print Name	
	Home Address		Home Address	
Phone		Phone		

USAGE TERMS AND CONDITIONS

The words "YOU" and "YOUR" mean the Customer. The words "WE", "US", and "OUR" mean Milner Inc., the Owner of the Equipment.

1. USAGE AGREEMENT ("AGREEMENT"): WE agree to rent to YOU and YOU agree to rent from US the Equipment listed in the "Consolidated Billing Option" section of this Agreement and/or in any attached schedules ("Equipment"). YOU promise to pay US A BASE MONTHLY USAGE PAYMENT ("USAGE PAYMENT"), plus the Cost-Per-Copy Additional Copies ("Additional Copy Charge") on copies in excess of the Monthly Copy Allowance, in accordance with the terms and conditions herein. The Additional Copy Charges will be invoiced at the end of each meter reading period set forth on the face of this Agreement. YOU authorize US to correct obvious errors or insert missing information in the Agreement, including YOUR proper legal name, serial numbers and any other information describing the Equipment without further notice to YOU.

2. TERM: This Agreement is effective on the date that it is accepted and signed by US, and the term of this Agreement begins on the date of delivery of equipment or any later date that WE designate (the "Commencement Date") and continues thereafter for the number of months designated as "Term in Months". Usage Payments are due as invoiced by US. As YOU will have possession of the Equipment from the date of its delivery, if WE accept and sign this Agreement YOU will pay US interim rent for each day from the date the Equipment is delivered to YOU until the Commencement Date, calculated on the Usage Payment amount, the number of days in that period, and a year of 360 days. WE will apply the first Usage Payment to the first month of the term on the Commencement Date or any later date designated by US. The second Usage Payment is due on the date set forth in the invoice with subsequent payments due on the same day of each successive month thereafter until the balance of the Usage Payments and any Additional Copy Charges or expenses chargeable to YOU under this Agreement have been paid in full.

YOU agree to provide accurate and timely meter readings on the forms or other alternative means specified by US. If meter readings are not received in a timely manner, charges may be estimated by US. YOUR obligation to pay the Usage Payments, Additional Copy Charges and other obligations hereunder shall be absolute and unconditional. This Agreement is NON-CANCELABLE.

WE have the right to increase the Usage Payment and the Additional Copy Charge on an annual basis, in an amount not to exceed ten percent (10%) of the Usage Payment or the Additional Copy Charge in effect at the end of the prior annual period.

3. LATE CHARGES/DOCUMENTATION FEES: Whenever any Usage Payment or Additional Print Charge is not made when due, YOU agree to pay US, within one month, a late charge of five percent (5%) of each late payment, with a minimum of \$10.00, but only to the extent permitted by law. YOU agree to pay US a fee of \$75.00 plus 1/10th of one percent (1%) of the original Equipment cost in excess of \$50,000.00 to reimburse OUR expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Agreement. WE will charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason.

4. COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of this Agreement, YOU agree that as to software only: (a) WE have not had, do not have, nor will WE have any title to software; (b) YOU have executed or will execute a separate software license agreement and WE are not party thereto and have no responsibilities or obligations whatsoever in regards to such license agreement; and (c) YOU have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. YOUR USAGE PAYMENTS AND OTHER OBLIGATIONS UNDER AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO SAID SOFTWARE LICENSE AGREEMENT OR FAILURE IN ANY WAY OF THE SOFTWARE. YOU grant to US security interest in and to the software license, including the software and shall indemnify and hold harmless from any claims, losses, liabilities, damages, judgment, suits and all legal costs and expenses arising out of the use or operation of the software or YOUR breach of such license agreement.

5. DELIVERY AND ACCEPTANCE: YOU are responsible, at YOUR own cost, to arrange for the delivery and installation of the Equipment (unless such costs are included in the cost of the Equipment to US). If requested, YOU will sign a separate Equipment delivery and acceptance certificate. WE may at OUR discretion confirm by telephone that YOU have accepted the Equipment, and this telephone verification of YOUR acceptance of the Equipment shall have the same effect as a signed delivery and acceptance certificate.

6. USE, MAINTENANCE, REPAIR, SUPPLIES AND WARRANTIES: YOU have selected the Equipment and the related maintenance program and supplies as described in a separate maintenance agreement with the Equipment dealer ("Dealer"). WE are not the manufacturer of the Equipment and WE are renting the Equipment to YOU "AS-IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU for the term of this Agreement all warranties, if any, made by manufacturer.

YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS AGREEMENT AND EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS AGREEMENT OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF ANY UNIT OF EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THIS AGREEMENT SHALL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE DEALER OR THE EQUIPMENT MANUFACTURER.

7. TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION: Except for Agreements with a \$1.00 purchase option, WE will have title to the Equipment. If YOU have a \$1.00 purchase option or this Agreement is deemed to be a security agreement, YOU grant us a security interest in the Equipment and all proceeds therefrom. YOU have the right to use the Equipment for the full term provided YOU comply with the terms and conditions of this Agreement. The Equipment is personal property even though the Equipment may become attached to any real estate. YOU agree not to permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. WE also have the right, at reasonable times, to inspect the Equipment.

8. MAINTENANCE: YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

9. ASSIGNMENT: YOU AGREE NOT TO TRANSFER, SELL, SUBRENT, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT. WE may sell, assign or transfer this Agreement. YOU agree that if WE sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that WE have now and will not have to perform any of OUR obligations. YOU agree that the right of the new owner will not be subject to any claims, defenses, or set-offs that YOU may have against US.

10. REDELIVERY AND RENEWAL: Upon at least ninety (90), but not more than (150), days written notice to US prior to the expiration of the initial term of this Agreement, YOU shall advise US of YOUR intention to return the Equipment to US at the end of the initial term of this Agreement. Provided YOU have given such timely notice, YOU shall return the Equipment, freight and insurance prepaid, to US in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by US. If YOU fail to so notify US, or having notified US, YOU fail to return the Equipment as provided herein, this Agreement shall renew for additional terms of twelve (12) months each with Usage Payments and Additional Copy Charges equal to 100% of the Usage Payments and Additional Copy Charges at the expiration of the initial term of this agreement.

11. LOSS OR DAMAGE: YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Agreement.

12. INDEMNITY: WE are not responsible for any losses or injuries caused by the installation or use of the Equipment. YOU agree to reimburse US for and to defend US against any claim for losses or injuries caused by the Equipment. This indemnity will continue even after the termination of this Agreement.

13. TAXES: YOU agree to pay all license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, usage, sale, purchase, possession or use of the Equipment as part of the Usage Payment or as billed by US. YOU agree that if WE pay any taxes or charges on YOUR behalf, YOU shall reimburse US for all such payments and shall pay US interest and a late charge (as calculated in Section 3) on such payments with the next Usage Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. YOU agree that WE have the right each year to estimate the yearly personal property taxes that will be due for the Equipment and that YOU will pay US 1/12th of the estimated taxes on each Usage Payment. YOU will indemnify US on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of YOUR acts or omissions.

14. INSURANCE: During the term of this Agreement, YOU will keep the Equipment insured against risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU shall also obtain and maintain for the term of this Agreement, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence for bodily injury and \$50,000 for property damage. WE shall be the sole named loss payee on the property insurance and shall be named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and shall deliver proof of insurance coverage satisfactory to US. If YOU do not provide insurance against theft and physical damage, YOU agree that WE have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from YOU, on which WE may make a profit.

15. DEFAULT: YOU are in default of this Agreement if any of the following occurs: (a) YOU fail to pay any Usage Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Agreement, or any other agreement with US; (c) YOU, any partner or any guarantor dies, YOU become insolvent or unable to pay YOUR debts when due; YOU stop doing business as a going concern; YOU merge, consolidate, transfer all or substantially all of YOUR assets; YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition; or (d) YOU, any guarantor or any partner, shall voluntarily file or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator shall be appointed of it or a substantial part of its assets.

16. REMEDIES: WE have the following remedies if a default should occur:

a) Upon notice, declare the entire balance of the unpaid Usage Payments for the full term immediately due and payable, sue for and receive all Usage Payments and any other payments then accrued or accelerated under this Agreement or any other Agreement plus the estimated fair market value of the Equipment at the end of the originally scheduled Term, with all accelerated Usage Payments and the estimated fair market value of the Equipment at the end of the originally scheduled Term discounted at the lesser of (i) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining term of the Agreement, all as reasonably determined by US, or (ii) three percent (3%) per annum.

b) Charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law;

c) Require that YOU return the Equipment to US and in the event YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment shall not constitute a termination of this Agreement unless WE expressly notify YOU in writing. In the event the Equipment is returned or repossessed by US and unless WE have terminated this Agreement, WE will sell or re-rent the Equipment to such persons and upon such terms as WE may determine, at one or more public or private sales and with or without notice to YOU and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess being retained by US. The credit for any sums to be received by US from any such rental shall be discounted to the date of the usage agreement at six percent (6%) per year.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. SECURITY DEPOSIT: WE will retain any required security deposit as security for YOUR performance of YOUR obligations. Any security deposit is non-interest bearing. WE may apply any security deposit to cure any default by YOU, in which event YOU will promptly restore any amount so applied. If YOU are not in default, any security deposit will be returned to YOU at the termination of this Agreement.

18. WARRANTIES: YOU hereby warrant and represent that the Equipment will be used for business purposes, and not for personal, family or household purposes.

19. UCC FILINGS AND FINANCIAL STATEMENTS: YOU authorize US to file a financing statement with respect to the Equipment and grant US the right to sign such financing statement on YOUR behalf. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. UCC-ARTICLE 2A PROVISIONS: YOU agree that this Agreement is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted by Sections 2A-508 through 2A-522 of the UCC.

21. CHOICE OF LAW: This Agreement has been made in Florida, is governed by and construed in accordance with the laws of Florida. YOU consent to and agree that non-exclusive jurisdiction, personal or otherwise, over YOU and the Equipment shall be with the Courts of Florida solely at OUR option with respect to any provision of this Agreement. YOU ALSO AGREE TO WAIVE YOUR RIGHT TO A TRIAL BY JURY.

22. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS: This Agreement contains the entire agreement and understanding. Except as noted in Section 1, no agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Agreement which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Agreement. It is further agreed that the rights and remedies of the parties are governed by this Agreement.

23. FACSIMILE DOCUMENTATION: YOU agree that this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by US or attached to OUR original signature counterpart and/or in OUR possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At OUR option, WE may require a manual signature.

OWNER ACCEPTANCE	Signature	Date
	X	
	Print Name	Title
	For MILNER INC.	

ITEM 8.A**Annual Officer Appointments****Explanation**

The board must annually appoint officers to the board. The Officers of the Kissimmee Charter School Advisory Board shall be a Chairperson and Vice Chairperson. A Recording Secretary and an Assistant Recording Secretary may be established as necessary.

Requested School Board Action:**Attachment(s):**

1. SAB Bylaws Amended 8.26.21.pdf FINAL

KISSIMMEE CHARTER SCHOOL ADVISORY BOARD BYLAWS

Amended 8.26.21

ARTICLE I - Purpose

The purpose of the Kissimmee Charter School Advisory Board (hereafter referred to as "Board") is:

- To serve as the liaison between the school and the parents of the students to the City of Kissimmee and to serve as a forum for parents, community, and business people who wish to discuss, make requests, and/or make recommendations on educational, operational, and facility issues relative to the school.
- To serve as an advisory committee to the City of Kissimmee Commission.
- To review, evaluate, and advise the Principal and school staff on educational, operational, and facility performance, programs, and concerns related to the school.
- To review and adopt an annual budget for the school, including any amendments thereto.

ARTICLE II – Membership

1. Classification of Members

The Board shall consist of six members which include:

- a. Two (2) voting business/community members
- b. Three (3) voting parent representatives members
- c. One non-voting (1) teacher representative from the school

2. Eligibility of Members

All parents with children attending the school and business/community members who reside within Osceola County are eligible to serve on the Board. In order to be considered a member in good standing and eligible to serve, or continue to serve on the Board, a representative must:

- a. Fill one of the classification requirements in Section 1 above.
- b. Request an application to fill a vacancy and submit to Kissimmee City Commission.
- c. Attend scheduled meetings. Unexcused absences from three consecutive meetings or half the meetings in the calendar year will result in termination of membership.
- d. Must pass school district background checks.
- e. Must meet and maintain state mandated Charter School Governance Training certification requirements.

3. Term of Board Members

School Advisory Board terms shall run from October 1 through September 30. Board members shall serve a four-year term except for the Teacher representative who will serve a one year term. The teacher representative shall be a nominee employed by the charter School whose appointment shall be

Amended 8.26.21

affirmed by the Board on an annual basis. Members may be re-appointed to serve additional terms at the discretion of the City Commission.

Candidates for the School Advisory Board shall submit an application to the City of Kissimmee Commission by August 31st to fill vacancies created each term. The City of Kissimmee Commission will appoint all Board members, except the Teacher representative. The Teacher representative shall be nominated by the school to the Board and the Board shall vote to affirm the appointment.

The Officers of the Kissimmee Charter School Advisory Board shall be a Chairperson and Vice Chairperson. A Recording Secretary and an Assistant Recording Secretary may be established as necessary.

Candidates for office shall be members in good standing of the Kissimmee Charter School Advisory Board for the school year in which the election occurs.

The Board shall have the power to formulate and adopt rules and regulations, amendments thereto and to recommend to the City Commission such actions to govern the operation of the Kissimmee Charter School in accordance to the charter issues by the school board. The Charter School's annual budget shall be approved by the Board; however, any expenditure over \$50,000 for goods or service must also be approved by the City Manager of his or her designees.

The Chairperson shall preside at all meetings of the School Advisory Board, shall be an ex-officio member of all sub-committees and ad hoc committees, and shall be the liaison to the Kissimmee City Commission or its appointed representative.

The Vice-Chairperson shall act in the absence of the Chairperson and may be assigned other duties by the Chairperson.

If established, the Recording Secretary shall record, prepare, and distribute minutes, assure that meeting notices are published, and disseminate information related to the Board.

If established, the Assistant Recording Secretary shall act in the absence of the Recording Secretary.

The election of officers shall take place at the June Board meeting, or as soon thereafter as possible.

KISSIMMEE CHARTER SCHOOL ADVISORY BOARD BYLAWS

Amended 8.26.21

5. Term

Board officers shall be elected for a one-year term, but may be re-elected for subsequent terms.

6. Vacancies

If a vacancy arises in the position of the Chairperson or Recording Secretary, the Vice-Chairperson or Assistant Recording Secretary respectively, shall assume the duties and responsibilities of the vacant position. Vacancies arising among the other officers shall be filled by the temporary appointment of the Chairperson until the Board meets and elects a replacement.

7. Removal

The Board may remove any officer for cause, including non-performance, misfeasance or malfeasance, via majority vote.

ARTICLE IV – Meetings

1. General/Specific

Board meetings shall be held the first Thursday of each month unless the Chairperson decides a meeting is not necessary or changes the date or time. The Chairperson may also call a special meeting when deemed necessary.

2. Agenda

The Chairperson shall ensure all members of the Board are notified of all Board meetings and shall be responsible for the development of an agenda for all Board meetings that should be distributed to all Board members a week before the meeting. An open forum shall be part of the agenda.

3. Minutes

Minutes shall be kept of all Board meetings and shall be submitted to the Board at its next meeting for approval.

4. Sunshine Law

Notice of all Board and committee meetings and all Board business will be done pursuant to Florida Statute 195.901 (Sunshine Law).

ARTICLE V - Recommendations/Decision Making

1. Eligibility

All Board members shall be entitled to one vote and may vote on each matter submitted to the Board.

2. Quorum

A quorum shall consist of three (3) members. Matters requiring a vote shall be approved only by a favorable vote of a majority of the members present. In the

KISSIMMEE CHARTER SCHOOL ADVISORY BOARD BYLAWS

Amended 8.26.21

absence of a quorum, the Board members in attendance may continue the meeting, receive and disseminate information, and provide a public forum; however, no votes shall be taken.

3. Absentee and Proxy Voting

Absentee and proxy voting shall not be permitted.

ARTICLE VI – Amendments

Proposed amendments to the Bylaws shall be submitted in writing to the Chairperson for review and shall then be brought before the Board at the next scheduled meeting where they will be presented for discussion and inclusion into the minutes of that meeting. If advance notice of the proposed Bylaw change has been given to the Board, the amendment may be voted on at the same meeting when it is presented. If no notice has been given, the proposed amendment shall be voted on at the next scheduled meeting.

ARTICLE VII – Parent Contact Protocol

Each Board member and alternate will supply a contact phone number or e-mail address that will be shared with parents of the Charter School students.

Board members and alternates are to serve as sounding boards and gatherers of information from parents and the community regarding issues within their scope of work.

It should be explained that parents should contact their child's teacher and then the Principal for resolution of issues outside the Board's scope of responsibility.

ITEM 8.B**Final 2021-2022 school year budget amendment****Explanation****Requested School Board Action: Approve**

Staff recommends board approval of the 2021-2022 school year budget amendment.

Staff also recommends replenishing the employee compensation assigned fund to \$200K.

Attachment(s):

1. IKCA 2021-2022 Final Budget Amendment

Imagine Kishimnee Charter Academy
2021-2022 Final Amended Budget

	648.19	662	700		
	Final Year End	Jan Revised Budget	FY 22 Prelim Budget	Variance	Comment +/- \$4,000
GENERAL FUND					
REVENUES					
Fed, State & Local Revenue	4,764,292	4,807,757	5,085,472	(43,465)	Enrollment/4th Calc.
FEFP Funding	4,764,292	4,807,757	5,085,472	(43,465)	
<i>Sub-total Fed, State & Local Revenue</i>					
Supplemental Fee Revenue					
Voluntary Pre-K Revenues - State	71,854	50,801	62,000	21,053	Reclassified funds
Voluntary Pre-K Revenues - Fees	9,897	31,867	54,900	(21,970)	Reclassified funds
Charter Capital Outlay Funding	428,825	437,385	344,522	(8,560)	Final Allocation/Enrollment
Local-School Aged Child Care Fees	40,971	42,267	56,160	(1,296)	
Local-Other School, Courses, and Cla	2,708	9,095	9,045	(6,387)	Less Fees/Tech Replacements
Local Summer Program	20,586	-	-	20,586	New program
Local-School Field Trip Revenues	40,076	36,000	40,000	4,076	Increased number of FT's
Local-School Fund Raising Activities	60,966	40,000	40,000	20,966	Increased fundraisers
Other Local Revenues	278,714	79,996	-	198,718	City Funds
<i>Sub-total Supplemental Fee Revenue</i>	954,597	727,411	606,627	227,186	
TOTAL REVENUES	5,718,889	5,535,168	5,692,099	183,721	
EXPENSES					
Salaries	2,473,790	2,509,617	2,566,353	(35,827)	Accrual/FT Subs
Benefits	777,798	792,600	803,011	(14,802)	FT Subs
<i>Total Salaries & Benefits</i>	3,251,588	3,302,217	3,369,364	(50,629)	
Facility Expenses (Rent)	661,272	661,272	661,272	0	
Direct Educational Expenses					
Kto6--Supplies	27,401	30,000	30,000	(2,599)	
Kto8--Textbooks	-	-	-	-	Bk moved to Title I
Summer--Supplies	4,273	-	-	4,273	New program
PreK3--Supplies	5,181	5,464	2,000	(283)	
Health--Supplies	257	2,000	1,500	(1,743)	
Lib/Media--Supplies	200	200	-	(0)	
Principal--Supplies	1,770	3,000	3,000	(1,230)	
Principal--Noncap FF&E	20,227	20,227	12,000	0	
Supplies/Books/Bef/After--Supplies	485	1,000	1,000	(515)	
<i>Sub-total Direct Educational Expenses</i>	59,794	61,891	49,500	(2,097)	
Facility Operating Expenses					
Plant Ops--Electricity	90,931	86,537	105,906	4,394	Increased usage
Plant Ops--Water & Sewer	18,670	18,937	21,557	(267)	
Plant Ops--Waste	13,414	8,157	9,581	5,257	Add 'l Bin
Principal--Copier Maint Supplies	15,257	18,059	19,573	(2,802)	Less than projected
Principal--Printing/Duplication	1,011	722	722	289	

Imagine Kishimnee Charter Academy
2021-2022 Final Amended Budget

	648.19	662	700	
	Final Year End	Jan Revised Budget	FY 22 Prelim Budget	Variance
GENERAL FUND				
Plant Ops--Landscaping Exp	16,981	16,915	12,000	66
School Ops--Repairs & Maint	104,485	113,228	53,630	(8,743)
Technology - Repairs and Maintenance	20,277	17,505	17,505	2,772
Plant Ops--Telecommunications	5,308	3,116	3,611	2,192
Sub-total Facility Operating Expenses	286,334	283,176	244,085	3,158
Imagine Fees	527,245	559,656	559,142	(32,411)
Marketing & Enrollment Expenses	9,216	15,710	28,127	(6,494)
Principal--Advertising	9,372	11,076	1,769	(1,704)
Principal--Internet	18,588	26,786	29,896	(8,198)
Sub-total Marketing & Enrollment Exp				
General & Administrative				
Capital Additions	321,424	14,293	10,000	307,131
Workers Comp & Liability Insurance	29,588	29,588	29,181	-
Board--Audit Fees	10,000	10,000	10,000	-
Principal--District Fees	45,809	45,390	45,406	419
Principal--Dues & Fees	55,738	81,725	85,459	(25,987)
Plant Ops--Gen. Liab. Ins	122,882	122,882	115,704	(0)
Principal--Postage	1,444	1,270	1,270	174
Principal--Misc. Exp	36,309	8,753	8,753	27,556
Cent Support--Drug Testing	329	574	574	(245)
Cent Support--Fingerprinting	197	352	352	(155)
Fundraising--Misc. Exp	49,901	40,000	40,000	9,901
Sub-total General & Administrative	673,620	354,827	346,698	318,793
Reserves	-	-	150,544	-
Other School Services				
Kto8-Field Trips	36,655	36,028	40,000	627
Principal--Travel	4,499	2,098	4,395	2,401
Bus Fuel	31,515	26,401	21,538	5,114
Bus Material & Supplies	1,420	-	-	1,420
				Cameras
				Leadership Retreat
				Higher fuel costs
				Increased fundraisers
				City Reserve Transfer
				ESSER Grant
				Basketball Court
				No summer marketing
				% of revenues
				Less than projected
				Comment +/- \$4,000

Imagine Kishimnee Charter Academy
2021-2022 Final Amended Budget

	648.19	662	700	
GENERAL FUND	Final Year End	Jan Revised Budget	FY 22 Prelim Budget	Variance
Other Bus Expenses	64,068	51,011	49,585	13,057
Bus Dues/Fees/Tags	3,395	4,930	4,465	(1,535)
Prof & Tech - Contr Services - PT & OT	1,560	2,805	2,805	(1,245)
Sch Outside Svc-Speech--Prof & Tech	47,070	50,000	50,000	(2,930)
Inst Staff Trng--Prof & Tech Contracted	3,486	2,960	-	526
Plant Ops--Guard/Security Svcs	69,153	69,553	67,810	(400)
Plant Ops--Janitorial Exp	44,625	35,000	35,000	9,625
Plant Ops--Exterminating	4,766	4,557	5,000	209
Sch Outside Svc-Cent Support--Prof & Tech	-	-	1,000	-
Sub-total Other School Services	312,212	285,343	281,598	26,869
TOTAL EXPENSES	5,790,652	5,535,168	5,692,099	255,485
CHANGE IN FUND BALANCE (NEGATIVE)	(71,764)	0	0	(71,764)

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FOOD SERVICE	Final Year End	Jan Revised Budget	FY 22 Prelim Budget	Variance	Comment +/- \$4,000
REVENUES					
Food - Federal Reimbursement	493,199	478,283	350,872	14,916	Rate Increase
Food - Local Sales	15,546	9,518	6,550	6,028	Based upon sales
TOTAL REVENUES	508,745	487,801	357,422	20,944	
EXPENSES					
School Salaries - Food Service	39,661	38,228	19,210	1,433	
Benefits: Food	1,953	2,306	1,967	(353)	
Food Service--Purchased Services	21,419	29,941	14,988	(8,522)	Indirect Costs (Utilities)
Food Service--Food	354,095	382,651	301,472	(28,556)	Based upon meals served
Food Service-Materials and Supplies	307	28	307	279	
TOTAL EXPENSES	417,436	453,154	337,944	(35,718)	
CHANGE IN FUND BALANCE (NEGATIVE)	91,309	34,647	19,478	56,662	
Beginning Fund Balance	-	-	-	-	
Ending Fund Balance	91,309	34,647	19,478	56,662	

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Imagine Kishimnee Charter Academy
2021-2022 Final Amended Budget

648.19 662 700

Title I	Final Year End	Jan Revised Budget	FY 22 Prelim Budget	Variance	Comment +/- \$4,000
REVENUES					
Title I + ICP + RollForward	171,453	160,211	158,136	11,242	Rollforward Funds
Title 4	12,094	12,097	13,292	(3)	
TOTAL REVENUES	183,547	172,308	171,428	11,239	
EXPENSES					
School Salaries - Title I	131,557	142,200	147,864	(10,643)	Benefits to Gen Op
Benefits: Title I	107,573	100,784	102,110	6,789	
ICP GRANT BONUS	23,984	41,416	45,754	(17,432)	
Title 1 Supplies+Parent	-	3,000		(3,000)	Moved to S+B
Title 4 + Roll Forward Supplemental	9,940	15,011	10,272	(5,071)	Reduced to support academic resources
	42,051	12,097	13,292	29,954	Academic Resources
TOTAL EXPENSES	183,547	172,308	171,428	11,239	

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CARES ACT					
REVENUES					
ESSER II	406,544	597,393	579,786	(190,849)	124K remaining for FY23, 69k reverted back to DOE
ECF Grant	8,500	8,500		-	
	415,044	605,893	579,786	(190,849)	
EXPENSES					
Salaries & Benefits					
Capital Additions	278,513	360,356	401,311	(81,843)	109k Remaining
Principal--Noncap FF&E	-	61,716	-	(61,716)	Moved to Gen Ops
Principal--Software	51,838	94,424	74,376	(42,587)	15k remaining
Professional Development	82,193	89,396	101,599	(7,204)	
	2,500	-	2,500	2,500	
TOTAL EXPENSES	415,044	605,893	579,786	(190,849)	

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Fund Balances	Beginning Fund Balance	Changes to Fund	Ending Fund Balance
Nonspendable	-	-	-
Assigned Funds: Buses	60,000	-	60,000
Assigned Funds: Employee Compensation	200,000	-	200,000
Assigned Funds: Instructional Materials	200,000	-	200,000
Assigned Funds: Technology	300,000	-	300,000
Unassigned	209,787	(71,764)	138,023
City Held Reserve Fund	1,486,363	-	1,486,363
	2,456,150	(71,764)	2,384,386

30k to City Held Fund

ITEM 8.C

Teacher Salary Increase Allocation

Explanation

Requested School Board Action: Approve

Staff recommends board approval.

Attachment(s):

None