

## Innovations Academy Board Meeting: August 7, 2014 @ 6:30 PM

### *Meeting location(s)*

Innovations Academy 10380 Spring Canyon Road San Diego, 92131	5519 McMillan Street Oakland, CA, 94618	Public call in number 559-726-1300* Access code 151642
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\*Members of the public need not state their names when entering the conference call. Call-in number is provided as a convenience to the public.

### *Board Attendance*

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### *Others in Attendance*

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### *Agenda*

Topic	Minutes
➤ Call to order / roll call	
➤ Approval of current agenda	
➤ Approval of prior month meeting minutes	
➤ Public comments (3 mins per person)	
➤ Reports	
○ Teacher briefing (Tony)	
○ Financial update (Delano)	
○ Director update (Christine)	
✓ Full time capacity/enrollment	
✓ Part time capacity/enrollment	
✓ Combined ADA (% and #)	
✓ LCAP implementation	
✓ SDUSD site visit draft report	
➤ Discussion items	
○ Potential new Board members (Patric)	
○ Future site planning (Christine)	
○ Director evaluation (Danielle)	
○ CMSC contract (Christine)	
○ Review IA Fiscal Year Board Calendar (Patric)	
○ Video regarding non-profit boards (Christine)	
○ Assign new action items	
➤ Next board meeting	
○ Confirm date of next meeting	
○ Identify agenda items for next meeting	

## Innovations Academy Board Meeting: July 22, 2014 @ 6:30 PM

### *Meeting location(s)*

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### *Board Attendance*

Patric Rawlins	Danielle Strachman	Nathan Cooper	Stephen Rosen	Tony Spitzberg		
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### *Others in Attendance*

Christine Kuglen	Michelle					
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### *Agenda*

Topic	Minutes
➤ Call to order / roll call	Call to order at 6:42 pm.
➤ Approval of current agenda	Vote: Steven moves to approve agenda, Danielle seconds. Unanimous approval.
➤ Approval of prior month meeting minutes	Vote: Danielle moves to approve prior month meeting minutes, Tony seconds. Unanimous approval.
➤ Public comments (3 mins per person)	None.
➤ Vote on potential new board member – Eric Ludwig (Nathan)	Discussion: Patric solicits discussion regarding Eric as potential Board member. Nathan and Stephen explain why they believe Eric would be a good Board member. Vote: Patric moves to elect Eric Ludwig as a Board member for Innovations Academy, Tony seconds. Unanimous approval.
➤ Reports	
○ Teacher briefing (Tony)	Discussion: Tony reports on activities teachers are engaged in over the summer, including professional development activities, attending seminars, and planning for next year. IA is currently investigating the use of a Learning Management System (LMS) that would allow teachers to give assignments electronically and enable parents to monitor completion of assignments. Patric suggests using LMS to receive parent feedback for LCAP purposes.
○ Financial update (Delano)	Discussion: Christine reports that no updates to report for the last month.
○ Director update (Christine) <ul style="list-style-type: none"> <li>✓ Full time capacity/enrollment</li> <li>✓ Part time capacity/enrollment</li> <li>✓ Combined ADA (% and #)</li> </ul>	Discussion: Christine reports that 358 students are enrolled for the coming year, but she expects some students will not show up when classes begin. Some classes are over-enrolled above 25. Currently have

Topic	Minutes
	stronger enrollment than in previous years.
➤ Discussion items	
<ul style="list-style-type: none"> <li>○ Director evaluation (Danielle)</li> <li>○ Approve 2013-14 Revised P-2 ADA report (Christine)</li> <li>○ Update on 2013-14 P-3 ADA report (Christine)</li> <li>○ Approval of various contracts over \$5,000 for 2014-15 school year, including: ST Math, math curriculum for Middle School, Charter School Management Corp., and Barbara Turbin (cleaning services)</li> <li>○ Review IA Fiscal Year Board Calendar and revise if necessary (Nathan)</li> <li>○ Common core update (Christine)</li> <li>○ SDUSD update (Steve)</li> <li>○ Video regarding non-profit boards (Christine)</li> </ul>	<p><u>Director evaluation</u>  Discussion: Danielle reports that she is working to create tangible metrics that can be used as part of evaluation. Christine presents a “Presentation of Learning” for the past year, which is used as part of the Director evaluation process. Christine describes her background as a social worker and teacher. Christine eventually began working with Danielle through a home school program and decided to begin IA. Christine reports that IA has a structure in place to support the social and emotional needs of students. Current challenges facing school involve drawing students that have higher needs for social/emotional support. Focusing on providing parent engagement and information. Academic program strengths include students’ interdisciplinary projects, which utilize a large number of guest experts. Focusing on improving previous areas where curriculum was seen as not as strong, including math. Also focusing on hiring support teachers that support classroom teachers, such as a media arts teacher. Christine also provides update on director goals, which utilizes Q4 tool. Q4 tool is also used to evaluate teachers. Christine has implemented a merit pay system that 4 teachers utilized this past year. Still working on creating a draft of a 3-year facility plan. Draft of new high school charter is still ongoing.</p> <p>Danielle discusses Director self-evaluation form. Danielle is working on creating more definable metrics for next year’s form. Patric requests that Danielle provide an updated version of the evaluation form that can be used during our next Board meeting.</p> <p><u>Approval 2013-14 Revised P-2 ADA report</u>  Discussion: Christine reports that P-2 revised up to 320.51, which is 95.68%.</p> <p><u>Update on 2013-14 P-3 ADA report</u>  Discussion: Christine reports that P-3 is 319.5, which is 95.59%</p> <p><u>Approval of contracts over \$5,000</u>  Discussion: CSMC has offered to provide 5% discount if</p>

Topic	Minutes
	<p>IA pays up front entire amount of \$45,600, instead of \$48,000. Discussion regarding value of CSMC's past efforts on behalf of CSMC. Patric requests that Christine investigate price quotes from other vendors and that we continue to discuss this contract at next Board meeting.</p> <p><u>Review IA Fiscal Year Board Calendar</u> Discussion: Patric explains need to update Board calendar and requests that we go through this at next Board meeting with Delano.</p> <p><u>Common Core Update</u> Discussion: Christine explains that teachers are receiving training on common core principles. Focus now is on learning deeply rather than simply studying to pass a test.</p> <p><u>SDUSD Update</u> Discussion: Stephen provides update on San Diego Unified School Board elections. Expects pro-union school board. Union is pushing for raises that may go up to 14%. Thrive Charter School was initially turned down by District, but State has now granted them a Charter.</p> <p><u>Video Regarding Non-profit Boards</u> Tabled until next meeting.</p>
<ul style="list-style-type: none"> <li>○ Assign new action items</li> </ul>	
<ul style="list-style-type: none"> <li>➤ Next board meeting</li> </ul>	
<ul style="list-style-type: none"> <li>○ Confirm date of next meeting</li> </ul>	August 7, 2014 at 6:30 pm
<ul style="list-style-type: none"> <li>○ Identify agenda items for next meeting</li> </ul>	<ul style="list-style-type: none"> <li>○ Report on director evaluation (Danielle)</li> <li>○ CMSC contract (Christine)</li> <li>○ Review IA Fiscal Year Board Calendar (Patric)</li> <li>○ Video regarding non-profit boards (Christine)</li> </ul>
	Adjourned at 8:27 am.

The foregoing minutes were approved by the Board of Directors of Innovations Academy on \_\_\_\_\_.

\_\_\_\_\_  
Secretary

## **Innovations Academy Annual Director Evaluation Policy**

The Director Evaluation is a key role of the Board of Directors of Innovations Academy. The Director Evaluation ensures that the board is aware of milestones reached by the director and where support is needed for further development. The goal of the Board Evaluation procedure is to provide the Director with a structure to maintain continuous feedback and support with the Board of Directors for Innovations Academy.

The Director will be evaluated during each contract year in accordance with the following:

1. **Goal Setting (October)** - During the annual board retreat, the director and board craft goals for the current school year in addition to the regular role and responsibilities of the director. Most goals will naturally follow from the Director Evaluation Report from the previous year.
2. **Metric Tracking (quarterly)** - Metrics are how we track measurable goals of the director as well as overall school progress. The board and director track student achievement, financials, and the needs of the community (staff, student, parent, and the district). These metrics are a numerical and tangible measure that board members, school staff, and other community members can track and verify. At the end of the school year, these metrics are tracked against the previous year.
3. **Self Evaluation (quarterly)** - Innovations Academy students use self evaluations as one form of monitoring their progress which enables them to learn how to critique their own work. The Self Evaluation is made up of all the responsibilities of a director and additional bonus milestones. The director rates her/his performance on a defined rating scale during the year and delivers to the board with current metrics.
4. **Presentation of Learning (twice/year)** - Innovations Academy students use a Presentation of Learning format to showcase their work and skills learned during the year. The director presents similarly to the Board in both January and July going over her/his learnings over the year, areas of strength, and focus areas of development. The Director's presentation includes data from Metric Tracking and the Self Evaluation.
5. **Feedback and Recommendations (twice/year)** - After each presentation of learning, board members review Metric Tracking, the Self Evaluation, and Presentation of Learning. If needed, a board meeting is held to discuss the Director role and responsibilities.
6. **Evaluation Report** - A full report is written by a committee of the board and presented to the board for approval including the achievements and areas for improvement for the director and the school as a whole. This report is very useful in goal setting in October, keeps the board accountable, and can be used as a record of evaluation.

August 5, 2014

## Annual Director Evaluation for the 2013/2014 School Year

The goal of the Board Evaluation procedure is to provide the Director with a structure to maintain continuous feedback and support with the Board of Directors for Innovations Academy. Below are observations and reporting from the board on the achievements and potential areas of development for Christine Kuglen.

**Evaluation Recommendation:** Overall, Christine's performance this year has been exemplary. She has successfully managed the new Special Education program, has solid financials, and has an excellent standing with the Innovations Academy community. The board encourages and would like to support Christine in focusing on strategic planning and assessment to take Innovations Academy to the next level.

Below is information on each evaluation area:

1. Goal Setting - During the annual board meeting, in October 2013, the following bonus milestones were added as a supplement to the director's regular responsibilities. Their current standing is underlined:
  - 1.1. Implemented and Meets Expectations - Implement peer and Director reviews based on Q4 model for all teachers.
  - 1.2. Implemented and Meets Expectations - All teachers reviewed pursuant to new evaluation procedures (item 1 above) prior to June 2014
  - 1.3. Implemented and Exceeds Expectations - Implement merit pay system to be completed by June 1, 2014.
  - 1.4. Still a work in progress - Create a DRAFT three year facility plan approved by the Board " options for growth at existing location, options for relocation, options for property purchase by June 30, 2014.
  - 1.5. Still a work in progress - DRAFT Plan development for Prop Z spending, approved by the Board, submitted to Prop Z approval committee by June 30, 2014.
  - 1.6. Still a work in progress - Complete primary DRAFT of new High School Charter or current IA Charter revision, by June 30, 2014 inclusive of Board review and approval
2. Metric Tracking - Since this is the first year that the board is using a defined set of criteria for metric tracking, this year's metrics will serve as a baseline for following years.
  - 2.1. For student achievement the teachers facilitated a minimum of 3 interdisciplinary projects during the school year, there were 61 field experiences, and assessment test report findings have been ordered for Math and Language Arts.
  - 2.2. Financials are very positive with a cash net balance of \$700,000 at the end of May 2014. Additionally all payments were made on time.
  - 2.3. Staff benefited from 4 paid professional development workshops. Staff retention is high at 94% and there were not any complaints to the board about the director.

- 2.4. Student numbers stayed approximately the same with 324.48 students during P1 and ending with 319.5 in P3. Additionally the attendance rate stayed similarly high with a 96.62% P1 attendance rate and ending with a 95.59% P3 attendance rate.
- 2.5. Parent complaints were minimal with only one during the school year.
- 2.6. All district paperwork was sent in on time and complete.
  
3. Self Evaluation - Please see the attached document with all of the self evaluation criteria. To note some observations:
  - 3.1. Areas of Strength (rated a 9 or higher)
    - 3.1.I. (Line 34) Creating Policy Development - Teacher merit pay was created and successfully implemented this year.
    - 3.1.2. (Line 36, 38, 54, 56) Legal Compliance, Documents, and Safety Protocol
    - 3.1.3. (Line 43) Organizational Responsibilities
    - 3.1.4. (Line 55 and 57) Business Operations - Working with business service providers and overseeing materials supply.
    - 3.1.5. (Line 59 - 61) Human Resources - Oversight, Labor Relations, Personnel Policies.
    - 3.1.6. (Line 69) Overseeing state testing
    - 3.1.7. (Line 71 and 72) Student Services - Managed the El Dorado SELPA for a successful first year of administering our own Special Education Services.
    - 3.1.8. (Line 74 and 75) Curriculum - Purchased new curriculum.
    - 3.1.9. (Line 77) Parent Policy/Handbook.
    - 3.1.10. (Line 84 - 87) Overarching Roles - Successful implementation of Innovations Academy's updated and approved charter.
    - 3.1.II. (Line 89 and 90) Decision making ability and modeling personal and professional ethics.
    - 3.1.I2. (Line 99) Bonus Milestone - Implement Merit Pay system.
  - 3.2. Areas of Development (rated a 4 or lower)
    - 3.2.1. (Line 40 and 41) Drafts and leadership of one and five year strategic plans.
    - 3.2.2. (Line 67) Oversee progress on state and federal accountability measures. Assessment and data tracking is a work in progress.
    - 3.2.3. (Line 100) Bonus Milestone - Draft three year facility plan to be approved by the board.
    - 3.2.4. (Line 101) Bonus Milestone - Draft plan development for Prop Z spending.
    - 3.2.5. (Line 102) Bonus Milestone - Complete primary draft of new high school charter.
  
4. Presentation of Learning - The director's end of year Presentation of Learning is attached.
  
5. Feedback and Recommendation from the Board:
  - 5.1. Board commentary focused on opinions of the director's self evaluation ratings and how the board can further support the director in her work. Please see the Self Evaluation document for Board comments.
  - 5.2. When considering the director's areas of development the two main areas to focus on are higher level strategic plan development and assessment.

- 5.2.1. One recommendation for strategic planning would be for the director to have quarterly offsites so that she can focus her full attention on strategy, development, and reflection. It's understandably very difficult to work on written strategy documents with the hustle and bustle of everyday school life. The board can support the director in this by helping her to schedule these offsites. Additionally, at the discretion of the director, she could enroll board members, teachers, other staff, and community members to brainstorm with her and potentially attend these offsites.
- 5.2.2. A recommendation for assessment would be to work an assessment piece into the teacher's goals for the year and to potentially make whole school wide assessment days on the calendar so that all staff are proactive in supporting each other in finishing assessment at the same time.

Overall, Christine's performance this year as been exemplary and the board encourages and would like to support Christine in focusing on strategic planning and assessment to take Innovations Academy to the next level. Please see that attached appendix documents for further information.



<b>Name and Date of Eval</b> <b>Begins with a Presentation of Learning including strengths, weaknesses, and how the board can support the Director (link to presentation):</b>	Christine Kuglen - July 2014  <a href="https://www.dropbox.com/s/uxiy2y1wwox2rgd/F">https://www.dropbox.com/s/uxiy2y1wwox2rgd/F</a>								
<b>Metric Tracking</b>	<b>2013/2014 Year Baseline</b>	<b>Board Commentary (Please put your name and then your comment)</b>	<b>2014/2015 Year Goals</b>						
<b>Student achievement:</b>									
Project Based Learning: Number of projects	3 per teacher minimum		4 projects per teacher per year						
Project Based Learning: Number of field learning experiences	61		80						
Math (pre and post measures)	MAP test report ordered		Pre test info added by Oct 1						
Language Arts (pre and post measures)	MAP test ordered		Pretest info to be added by Oct 1						
<b>Financials:</b>									
Cash net balance (nest egg)	\$700K at May close								
Ability to make all payments on time	100.00%								
<b>Staff:</b>									
Development workshops (for future years, have the teachers rate the workshops on effectiveness and applicability)	4 (Judo Math, PD, Questioning Techniques, Reflection Pages)		Workshops to start the year: Math Solutions, Discipline Documentation, beginning the year with 16 teachers. 2 are new to IA						
Staff retention (of those not let go)	93.75%								
Number of complaints about the Director from teachers to the Board	0								
<b>Student Community:</b>									
Student Numbers from beginning to end of year	P1- 324.48; P2-320.51 P3-319.50		358 (anticipated in fall)						
Attendance Rate	P1- 96.62%; P2-95.68% P3- 95.59%								
<b>Parent Community:</b>									
Number of complaints about the Director from parents	1 (Field trip concern)								
Number of repeat complaints (from the same parents)	0								
Number of repeat complaints (the same type of complaint)	0								
<b>District Needs:</b>									
Percent of district paperwork sent in on time	100%								
Number of complaints about IA received by the district and reported to the Director	0								
Directions: Please rate yourself from 0 - 10 on how well you are performing in the following categories. Ratings = 0 No progress or N/A; 1-2 Initial Legwork; 3-4 Moving Towards Completion; 5-6 Meets Expectations; 7-8 Exceeds Expectations; 9 - 10 Completed with Excellence.									
<b>Evaluation Criteria and Descriptions</b>	<b>October 2013 (Eval not started until Jan)</b>	<b>Notes</b>	<b>January 2014</b>	<b>Notes</b>	<b>April 2014</b>	<b>Notes</b>	<b>July 2014</b>	<b>Notes</b>	<b>Board Commentary (Please put your name and then your comment)</b>
Primary staff liaison with board (attends board meetings, respond to board questions, educate board about school philosophy and operations)				wondering if I should be directing the board		would still love feedback from the board on how much they want me to be directing something		improving. I made a focus of responding promptly to emails from board members and providing a coherent presentation regarding LCAP/LCFF	Danielle - I think this number is too low. Christine attends all meetings and is the primary liaison with the staff. We should talk about if there is enough direction from her though.
Reports to Board of Directors and is responsible for all negotiations for contracts, deeds and facilities negotiations				5		not much to do in this category		Completed negotiations. Entered in new negotiations for Media Arts and renewing contracts for next school year	
Engage and oversee public, media, political relations (engage with SDUSD board members and staff. Future: Develop social media strategy and media outreach)				5	placed ad in new publication reaching 15,000 folks in our area	n/a	have not dedicated time this month	engaged new outreach mini magazine, 5 networking with other charter schools	

Policy development			5	not much policy getting developed right now	5	no new policy development	9	new teacher expectations created	Danielle - I would assume we're only writing policy when it's needed...not just to write policy. Maybe we need to talk about what policies are needed to figure out if the goal is stated properly.
Administrative implementation and oversight			7				8		
Oversee legal compliance and documentation for the school			7	completed first step in legal process with Wendy Tucker of Procopio	5	no new legal or documenting	10	legally compliant	
Oversee legal compliance and documentation for the Board (Brown Act, etc)			2		n/a	nothing applicable this month	6	I am wondering if this is partially board responsibility	Danielle - Agree with Christine's statement. Maybe this isn't a goal for her.
Submits district, state, and federal compliance documents			7				10	compliant all year, most recently submitted LCAP	
Prepare and deliver reports on areas of responsibility (same as row 9)			5				5	this seems the same as above	
Drafts one- and five- year strategic plans (Ocean High School charter, long term facility needs, consulting with other principals about long term strategy, curriculum evolution, yearly milestones.)			2	this is something I feel is a big next step	5	met with Ray Rodriguez to discuss future facility looking forward to summer to begin	4	still don't have a plan. I would like to begin work on this during the summer break	Danielle - board can help with this to develop a plan.
Leads strategic plan implementation		N/A					4	we need to write a strategic plan in order to implement it	Danielle - board can help with this to develop a plan.
Completes Board assigned tasks			6				8	I completed any tasks asked of me	
<b>Organization</b>									
Establish and follow effective collaborative meeting and decision-making processes (developing committees, working with PA)			6			I feel that I have improved in leading staff meetings	7	teachers are invited to collaborate regularly on a variety of areas of school improvement and objectives	
Establish effective administrative organization with clear lines of authority and delegation			8			8 our team is functioning well	10	complete	
Creates a collaborative school culture.			8			team collaboration has improved this year	8	always a work in progress, I collaborate with school counselor, admin and teachers to continually improve school culture. Due to these collaborations it has been decided to support our 7/8 grade populations to solidify their community by not taking in new students in those grades. That is just one impact of my collaborations	
Develop master program of the school, including room and teacher assignments			8				10	this is a strength	
Develop school calendar			8		n/a	no work this month	10	this is a strength. Donna supports me on this. We have submitted our calendar for next year.	
<b>Business-Operations</b>									
Oversee budget development and implementation			8			8 attend LCFF training	8	I realized this year that starting IA during very trying financial times has created a very frugal administrative approach to finance this should really say oversees financial statements being presented to board	Danielle - I'd rate this higher. So many schools have tanked that started our year. Christine has excelled here.
Submits financial statements to Board			6		n/a	no new policy start creating LCAP framework	8	statements being presented to board	Danielle - agree with Christine's thoughts.
Drafts and implements fiscal policies			8				8	see number 26 above	
Site maintenance and operations oversight			9			8 dealing with custodial inconsistencies no safety issues: donna assigned to safety plan development	8	I feel I have some responsibility in the fact that the district has assigned a full time custodian to IA.	
Oversee safety compliance			10		n/a	ongoing communication with Delano	10	continuing with no safety issues	
Liaison with Business Manager or business service provider			8			8 running smoothly	10	no comment	
School safety oversight and management			9			8 donna assigned to orders, approved by me	10	see #30	
Oversee materials supply			8		ongoing		10	thank goodness for Donna!	
<b>Human Resources</b>									
Human resources oversight (recruitment, hiring, dismissal, management, feedback, create & revise job descriptions, payroll decisions)			8				8	these months are heavy for HR. I hired an art teacher, a 3rd and 6th grade teacher handled difficult end of the year changes well	
Labor relations			8				8		
Implement personnel policies (including Conflict Resolution procedures)			8			8 no needed interventions	10	successful	

Provide staff with professional support (workshops, staff training decisions, observations, staff meetings and professional development)			9		7 weekly meetings	6 would like to observe more often next year	
Personnel supervisor-instructional leader (observations, feedback, research about best practices)			8	observed every teacher	7 observations using Q4, attend USD leadership info with Tony	6 see #38	
Conducts staff evaluations			7	met with merit pay candidates	6 love Q4, struggling with time	6 the merit pay goals and review worked great. Will be implementing the goal structure for all staff this coming year	
Performance improvement/or letter of reprimand oversight			5		n/a none needed	6 would like to work on developing formal letters for end of the year feedback to staff	
<b>Achievement-Testing</b>							
Oversee progress on state and federal accountability measures			6			4 work in progress	
Creates Board report on state and local accountability measures			5		n/a	5 I have given reports but not created written reports	
Oversee state testing			5		6 preparation	10 attended preparation, oversight of assessment coordinator	
<b>Student Services</b>							
Special Education Program Oversight (manage the special education staff (OT, SLT, Ed Specialists), curriculum and intervention)			7			10 success	
Manage El Dorado SELPA (attend SELPA meetings, submit paperwork, budget)			7			10 completed successful first year, attended many training sessions, learning many new things	
<b>Curriculum</b>							
Oversee selection of school curriculum			8			10 purchasing new curriculum	
Oversee the implementation of curriculum and programming			8			10	
<b>Parent-Community Involvement</b>							
Draft and oversee parent policies (handbooks)			8			9 complete	
Implement student suspension policies			7			8 complete	
Implements student expulsion policies			7			8 complete	
Oversee parent and community relations (Parent Association, community groups, networking)			5			8 completed	
Oversee parent liaison			5			6 our PA is not vibrant. I am at a loss in this area	Danielle - maybe board can help with this.
Student-parent-teacher complaints			8			6 none that have been made	
<b>Overarching Roles</b>							
Implements provisions of Charter			8			10 our first year with our new charter	
Leads Charter review and renewal process			n/a			9 this year no renewal	
Leads school to achieve its mission vision and goals			8			10 our mission is forefront in all we do this is a strength for me. I am well aware of our weaknesses, I reach out for assistance and we make changes based on collaboration, creative ideas and informed pedagogy.	
Assess school needs and create effective plans to meet those needs			8			10	
<b>Leadership and Ethical Conduct</b>							
Demonstrate skills in decision-making, problem-solving, managing change, planning, managing conflict, and evaluating			8			10 I believe I am a skilled leader	
Model personal and professional ethics, integrity, justice, and fairness and expect the same behaviors from others			8			9 I believe I act professionally	
Make and communicate decisions based upon relevant data and research about effective teaching and learning, leadership, management practices, and equity			7			6 there is so much conflicting data. I lead based on intelligence, collaboration and expertise in child development and informed decisions based on constructivist pedagogy	
Encourage and inspire others to higher levels of performance, commitment, and motivation			7	would like to consult teachers on this		8 would like to think I am doing this	
Protect the rights and confidentiality of students and staff			8			8 self explanatory	
<b>Total for all milestones</b>							
<b>Bonus Milestones</b>							

Implement peer and Director reviews based on Q4 model for all teachers All teachers reviewed pursuant to new evaluation procedures (item 1 above) prior to June 2014				spent 2 hours with K. Gallagher at Baker Elem 7			all teachers trained and observed using the Q4 tool. It was not on a schedule regular enough to warrant using it for final evaluations. Teacher expectations and scheduling has been changed for next year so that full implementation of this plan will take place 5	
				6 on track			teachers were reviewed informally and upcoming contracts discussed. New eval procedures unknown to me 5	
Implement merit pay system to be completed by June 1, 2014				met with merit pay teachers 6		7 ongoing evals with teachers	completed merit pay system with teachers. Added to expectations for all teachers for 14-15 yr. 10	
Create a DRAFT three year facility plan approved by the Board – options for growth at existing location, options for relocation, options for property purchase by June 30, 2014								
DRAFT Plan development for Prop Z spending, approved by the Board, submitted to Prop Z approval committee by June 30, 2014				1		1	4 have not completed this task	
Complete primary DRAFT of new High School Charter or current IA Charter revision, by June 30, 2014 inclusive of Board review and approval				1		still researching tech costs for effective internet equipment 5	was not submitted to board by June 30th. 4 Might be ready by July board meeting	
				visited EKAcademy in Las Vegas 4		5 ongoing meetings	4 working on it	

# Christine Kuglen



Presentation of Learning

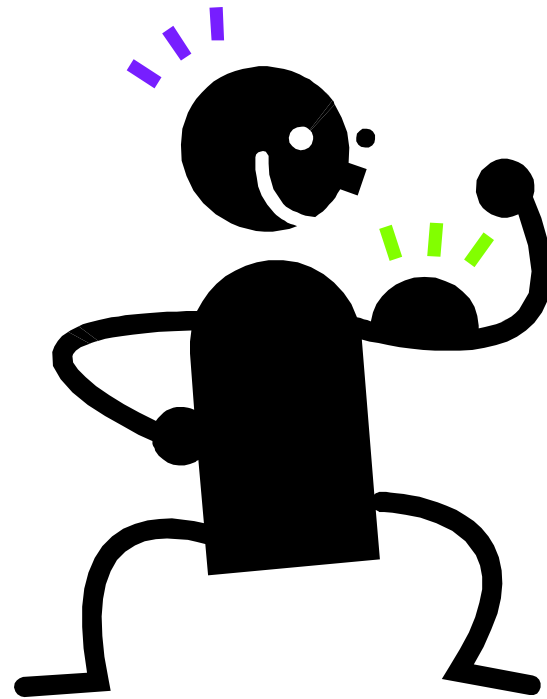
# Why me?

My background and strengths...

# Social Emotional Program

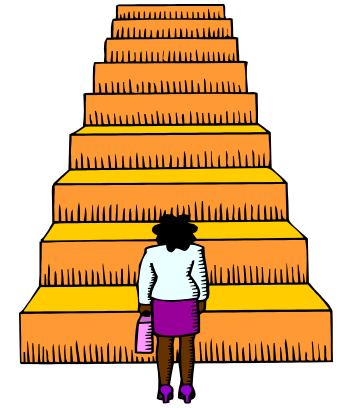


- Strengths
  - Solid structure
  - Culture
  - Training and support
  - Solution Center





- Challenges

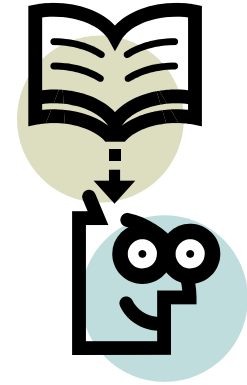


- We are drawing students that need support
- We are still growing as a school
- We are functioning in a paradigm that differs from our own
- People sometimes come for the projects but don't support the social emotional program

# What to do?

- How I am addressing the needs:
  - More parent education and information
  - More training for staff
  - Slowing down the growth
  - Intensifying the marketing of the academic excellence

# Academic Program



- Strengths
  - Interdisciplinary projects
  - Increased number of professional guest experts
  - Increased number of field study experiences
  - Increased access to curriculum that aligns with our philosophy
  - Increased skill level with project development and implementation

- Challenges
  - Assessment
  - Paradigm of “Academic Excellence”
  - Parent Communication
  - Increasing consistency among staff

# What to do?

- What I am doing to address the challenges?
  - Hiring support teachers that collaborate well with classroom teachers
  - Implementation of new parent communication tools such as Schoology, Home-School Logs, Syllabus access to parents
  - Development of consistent learning structures within projects and strong collaboration

# Director Goals

- Goal 1 & 2: Implement peer and director reviews based on Q4 model for all teachers and use for evaluation
  - Report on Goal
    - Additional meeting and observation with Kathleen at her new school
    - Q4 used with all teachers
  - Next steps
    - Requirements for teachers
    - Use Q4 as a tool
    - Formulate an evaluation based on expectations, goal setting and input from Q4



- Goal 3: Implement Merit Pay System
  - Report on Goal
    - 4 teachers chose to do the Merit Pay Program
    - All reported success and favorable reactions to the process
    - All stated that it is something all teachers should do anyway
  - Next Steps
    - Implement the goal setting program with all staff

- Goal 4: Create a DRAFT 3 year facility plan approved by the board
  - Report on Goal
    - Incomplete, need support
    - Not enough information
    - Met with Ray Rodriguez and waited months for information
  - Next Steps
    - Set a date for 3 year facility plan completion or several options



- Goal 5: Draft Plan Development for Prop Z spending, approved by Board and submitted to Prop Z committee
  - Report on Goal:
    - Incomplete
    - See goal 4 above
  - Next Steps:
    - Seek council on options for purchasing a building and remodeling, purchasing land, permanent facility for IA

- Goal 6: Complete primary DRAFT of new High School Charter or current IA Charter Revision
  - Report on Goal
    - Incomplete
    - Still working
  - Next Steps
    - Keep working



# CSMC

*Charter School Management Corporation  
Helping Charter Schools Succeed  
Corporate Headquarters  
40925 County Center Drive  
Temecula, CA 92591*

May 18, 2014

## **Services Agreement for *Innovations Academy***

This Services Agreement (“Agreement”) for charter school business support services is between the Charter School Management Corporation (hereinafter referred to as “CSMC”) and *IACS* (hereinafter referred to as “Customer” or “you”). CSMC and *IACS* are each individually a “party” and sometimes referred to collectively as the “parties.”

The parties to this Agreement understand that this is an agreement whereby *IACS* desires to retain CSMC, because of CSMC’s expertise, prior experience and comprehensive service offerings, as they relate to *IACS* operation of one or more charter schools, and that CSMC desires to provide expertise for the benefit of *IACS* using its knowledge, skills, experience and abilities.



## CSMC Scope of Service Summary

### Summary of *Innovations Academy*

The following information regarding *IACS* operations, size and authorizing agency(ies) has been provided by *IACS*, and CSMC may rely on such information.

Number of schools = 1

Approximate number of students\* = 325

Authorizing agency or agencies = San Diego Unified

### Summary of services offered within:

- Back-Office Services
- Charter Vision Access

### Contract Period:

The Contract Period shall be *July 1, 2014* through *June 30, 2016*

### Summary of Pricing:

Setup Fee = \$ 0

Ongoing Monthly Fee = \$ 4,000

\*The pricing set forth above is predicated on CSMC's understanding of IACS's support needs, based on IACS' representations. If IACS's number of students is appreciably different from this number, CSMC will adjust its fees accordingly. With that principle in mind, CSMC will use reasonable efforts to modify elements of its program to accommodate IACS' changing needs.



## CSMC Scope of Services

In order to support IACS, CSMC shall provide the following specific services (defined below as the “Services”):

### 1) Fiscal

- a) **Bookkeeping Support** – Utilizing an enterprise-quality bookkeeping system from Sage, one of the country’s largest bookkeeping software companies, CSMC will provide a complete bookkeeping solution to IACS. Specifically, CSMC will:
  - i) **Chart of Accounts** – Create a Standard Account Code Structure (SACS) and Generally Accepted Accounting Principles (GAAP) compliant and IACS tailored Chart of Accounts.
  - ii) **General Ledger** – Create and maintain SACS and GAAP compliant General Ledger. CSMC will modify, revise, and incorporate more or less detail in account code structure as requested by IACS.
  - iii) **Accounts Receivable** – Monitor receipt of revenues tied to budget and expected entitlements. Includes all collection activities necessary to obtain past due funding.
  - iv) **Accounts Payable** – Process all vendor invoices and payments. Includes utilizing GAAP system for verification, approval, and payment. System includes utilization of AP batch approvals, and check register reviews. Includes preparation of all 1099’s.
  - v) **Fund / Restricted Accounts** – Track restricted revenues (e.g. Title I) and/or other revenues client requests in writing that CSMC separately track (e.g. parent fundraising) and corresponding expenditures via unique account coding to yield separate net income / loss per account.
- b) **Fixed Assets and Inventory Control** – Create and maintain asset tracking and depreciation schedule system which is integrated into the General Ledger.

### 2) Payroll

- a) **Payroll setup** – Based upon the payroll information from IACS, CSMC will enter each full- and part-time employee into an enterprise-class payroll service, for purposes of calculating appropriate withholdings, taxes and other deductions. IACS will be responsible for paying the payroll service’s fees directly.
- b) **Payroll processing** – Includes updating, maintenance, and regular, emergency and special payroll entry, as requested by IACS. Payroll processing includes all



of the following:

- i. Complete STRS and PERS reporting through the County Office of Education. Please note that some Counties or Districts charge a fee to charter schools to transmit STRS and PERS information to the STRS and PERS systems. If the county or district charges such a fee, IACS will be responsible for paying this fee directly.
  - ii. Voluntary Deductions (e.g. 403(b))
  - iii. Distribution of pay warrants and direct deposit administration
  - iv. Distribution of W2's
  - v. Processing of Worker's Compensation
  - vi. Salary adjustments
  - vii. Verify Budget Numbers, Dates and Rates of Pay
  - viii. Prepare and Maintain Annual Calendars
  - ix. Process Exit Forms (resignations, terminations, etc.)
- c) **Insurance services and coordination** – CSMC will act as the bookkeeping liaison for workers compensation and Health and Welfare policies. CSMC will assist in the selection of insurance service providers (if requested by school), emphasizing selecting a provider that will provide high value support to the charter school.

### 3) External Reporting

- a) **Preparation and data submittal of required budget reports in SACS format** – includes 1<sup>st</sup> Interim, 2<sup>nd</sup> Interim, next year proposed, and unaudited actual to district, county and state entities.
- b) **Attendance** – includes preparation and data submittal of Period 1 (P1), Period 2 (P2), and annual (P Final) attendance reports to district, county and state entities.
- c) **Audit** – CSMC will act as the lead point of contact with IACS's auditor and will work with the auditor through finalization of the audit report. Based on completion of consolidated financial statement audit, CSMC will coordinate the preparation and submission of Federal Form 990 and California Form 199 by applicable deadlines with external accounting firm.
- d) **Categorical program budgeting and oversight** – separate fund tracking for all restricted or categorically relevant programs.



- e) **Consolidated Application** – If IACS wishes to apply, CSMC will complete Parts 1 and 2 of the No Child Left Behind Consolidated Application, which is used to apply for federal Title funds (e.g. Title I). Additionally, CSMC will provide assistance during the audit required by the Single Audit Act of 1984.
- f) **National School Lunch Program (NSLP)** – If your school participates in this program, CSMC will assist with NSLP bookkeeping, submission of monthly food program reimbursement forms and completion of required annual reports.
- g) **CBEDS** – Assist schools in the completion of their School Information Form for Independently Reporting Charter Schools CBEDS annual survey.
- h) **General Reporting** – includes any necessary grant, award, program, state, county, and district report related to financial, or operating activity. This section does not apply to CALPADS data reporting.

#### 4) Internal Reporting and Budgeting

- a) **Budgeting/Cash Flow** – CSMC collaboratively with IACS shall develop and modify both current and future year budgets and pro forma cash flow models. All state mandated development and adoption timelines shall be incorporated into the planning process. At least one budget revision shall occur each year upon certification of the P1 report. Other modifications are to be performed as necessary or requested by IACS, including for strategic planning purposes. In today's challenging economic times, it is crucial that the budget is constantly reviewed and modified as needed; therefore, **there are no limits to the number of budget revisions that may be requested by IACS.** Cash flow timing and Budget to Actual reporting on a monthly basis shall be reported to IACS.
- b) **Internal Monthly Reporting** – Please note that CSMC's Charter Vision® web portal (described in item #5 below) provides anytime, anywhere client access to dozens of detailed financial reports. In addition to this, CSMC will create and send to IACS *monthly* reports including:
  - i) Budget to actual income statement
  - ii) Balance sheet
  - iii) Cash flow projections
  - iv) Fiscal analysis and commentary as applicable
- c) **Board Meeting Support** – CSMC's School Business Manager will be available as requested for IACS's board meetings to present financial reports and/or answer financial questions (by teleconference or in person). There is no



limitation to the number of times IACS may request the School Business Manager's attendance – on average, CSMC's clients tend to request the School Business Manager's presence every other month. Additionally, CSMC will provide your board of directors with training and access to our Charter Vision system. This will allow the board to retrieve financial statements and "board reports" 24 hours a day, 7 days a week.

#### **5) Charter Vision®**

- a) Charter Vision is CSMC's online, client-specific business information portal. Charter Vision has your school's latest and detailed financial metrics and reports, upcoming deadlines, shared document templates, latest announcements, and upcoming deadlines. Access this portal anywhere, anytime. CSMC believes this is a great tool for increasing access and transparency to internal constituents. For instance, charter school board members can access the latest board and financial reports directly through Charter Vision. School may add as many licenses and grant access to an unlimited number of people at **no charge**.

#### **6) Policies**

- a) **Fiscal/Operating Procedures** – With the collaboration of IACS, CSMC will assist in the development and maintenance of fiscal and operating procedures and control policies.
- b) **Safety Manual** – With the collaboration of IACS, CSMC will develop and maintain a complete and compliant Safety Manual.

#### **7) Client Support**

- a) **Client Support** – At IACS's written request, CSMC will provide assistance with funding, budgeting, strategy, fiscal control, or other operational/financial questions or issues.

#### **8) Charter Development and GRANTS Administration**

- a) **Grants** – Track direct and allocate costs to grants.
- b) **Charter Renewal** – On a separate fee basis, CSMC will assist with a charter petition for renewal.

#### **Fees**

**One-Time Setup Fee** – \$ 0





This fee includes all of the activities necessary to get your information into the CSMC system to enable the above services. This includes such information as:

1. Exporting information from your current bookkeeping system (if you are an operating charter school) or gathering initial bookkeeping information (if you are a new school) into our enterprise-quality software system
2. Working with you to input all of your employees' personal- and compensation-related information into our payroll system
3. Identifying all of the revenue programs your school is possibly eligible for, assisting you to make strategic decisions about which ones to pursue, and helping you to apply to any you might have missed to ensure your school receives as much revenue as possible
4. Projecting your cash flow needs for the upcoming contract period and helping you start identifying possible ways of surviving any gaps
5. Identifying which financial reports you would like to see on an ongoing basis to help you make the best strategic decisions and keep other stakeholders informed
6. Assessing your current operational and financial policies, comparing them to current best practices, and improving those that need to be updated
7. Ensure that you are comfortable with how CSMC will support you and answer any of your initial questions

### **Scope of Specific Services**

The specific services, work and tasks set forth above shall collectively be referred to as the "Services." CSMC shall only be required to perform the Services, and shall not be required to perform any services, work or tasks other than the Services. If CSMC does perform services, work or tasks other than the Services, CSMC will not be required to do so in the future, and CSMC may with the consent of Customer seek reimbursement or payment from Customer for such services, work or tasks. Each agreement is different, and Customer acknowledges and agrees that the Services that CSMC is required to perform under this Agreement do not include all of the services CSMC has the ability to perform, and specifically does not include every service referred to or listed in CSMC's website ([www.csmci.com](http://www.csmci.com)) or other materials.

### **Ongoing Fee for Services**

In addition to the One-Time Set-Up Fee, IACS shall pay to CSMC monthly installments of \$ 4,000 beginning in July 1, 2014. This fee shall cover payment to



CSMC for the Services. IACS shall pay this ongoing fee for the Services until the expiration or termination of this Agreement, at which time IACS shall within 15 days pay CSMC any unpaid monthly fees for Services. IACS will promptly pay to CSMC the amounts set forth in this Agreement upon receipt of each monthly billing statement. Customer's payment obligation is absolute, and Customer may not withhold or deduct payment for any reason.

### **Term of Agreement**

Setup will begin on or around July 1, 2014 and will last for all of that month.

The term of this Agreement and CSMC's obligation to perform the Services will begin on July 1, 2014 ("Start Date") and will be deemed automatically renewed on the annual anniversary of the Start Date, unless either party provides the other party with written notice 45 days in advance of the next anniversary of the Start Date of its intent to not renew this Agreement. If CSMC does not physically receive such a notice of non-renewal prior to or on the 45<sup>th</sup> day before the next Start Date, then CSMC may rely on the automatic renewal of the term of this Agreement. However, in no event shall the term of this Agreement exceed the charter of IACS.

### **Parties – No Agency**

This Agreement is not intended to, and shall not be construed to create the relationship of agent, employee, partnership, or joint venture, or any other relationship other than independent contractor between CSMC and IACS. CSMC shall be free to provide similar services for other clients.

### **Communication Between the Parties**

IACS will direct all communication to the CSMC Account Manager and CSMC will direct all communication to IACS's designated primary contact, unless either party designates another representative and provides written notification of the change to the other party. CSMC agrees to keep all communication and work product with IACS confidential to the allowable extent of State and Federal Law.

### **Parties Are Sole Obligors**

This Agreement is entered into by the IACS for itself alone and not on behalf of, or as an agent for, any other entity, agency, school, or school district. Any obligation of the parties to this Agreement is and shall remain the sole responsibility of the parties. CSMC agrees that no employee, executive, shareholder or director of IACS shall be personally liable for payment or any breach of this Agreement, and that CSMC may only look to IACS for payment or performance of the obligations required under this



Agreement. Likewise, IACS agrees that no employee, executive, shareholder or director of CSMC shall be personally liable for payment or any breach of this Agreement, and that IACS may only look to CSMC for payment or performance of the obligations required under this Agreement. In addition, CSMC will be providing Services only to Customer, and will not be required to perform work or services to any company or person affiliated with Customer.

### **Document Retention**

Customer agrees that it will be responsible for providing CSMC with all records pertinent to the Services, including information stored electronically such as e-mails and other computerized records. Customer agrees to retain, and not destroy, its records for the duration of any period mandated by applicable laws. CSMC shall retain its files for 3 years, after which time CSMC shall destroy its files unless Customer requests in writing that CSMC retain files for shorter or longer retention period.

### **No Guarantee – Limitation to Services and Exclusion of Liability for Other Work**

CSMC cannot guarantee that the Services it provides under this Agreement will yield the results sought by IACS. CSMC will use good faith efforts in providing Services to secure the reasonable objectives sought by IACS during CSMC's performance of its Services under this Agreement. IACS understands and agrees that it is retaining CSMC to perform only those Services listed above and defined in this Agreement as the Services. IACS agrees that CSMC will have no liability for, or indemnity obligations arising out of, CSMC's provision of any services, task or work not included within the definition of Services.

### **No Liability for Referral**

The Services which CSMC is required to perform under this Agreement do not include referring Customer to any other service provider, person or company. However, from time to time, customers sometimes seek a referral from CSMC. Customer acknowledges and agrees that if it seeks a referral from CSMC, Customer shall be responsible for interviewing, researching, and retaining any such service provider, person or company; and Customer shall rely on its own assessment in making any hiring decision. CSMC does not warrant or guarantee the services, work or results of any service provider, person or company which CSMC may refer to Customer.

### **CSMC's Right to Rely**



In performing the Services under this contract, CSMC has the right to rely upon the truthfulness, completeness and accuracy of the information and data provided to CSMC by IACS, its directors, officers, employees and agents. CSMC shall not be expected to, and IACS may not rely on CSMC to, disclose errors, fraudulent financial reporting, and misappropriation of assets, or illegal acts that may exist at one or more schools or offices operated by Customer. IACS understands and agrees that CSMC has no responsibility to identify and communicate deficiencies in IACS's internal controls as part of CSMC's provision of Services under this Agreement. In addition, IACS shall have the responsibility to promptly notify CSMC of any material change in IACS or IACS's operations that might impact CSMC's ability to provide the Services under this Agreement.

#### **Assignment**

This Agreement is not assignable without the written consent of the parties hereto.

#### **IACS's Direction - Indemnification**

IACS acknowledges that by providing the Services, CSMC performs an advisory and task-related function, and therefore provides the Services at the direction of IACS. IACS retains ultimate decision-making authority on the execution of agreements, transactions and payments, and the determination of rights, processes, controls and obligations rest entirely within the discretion and control IACS. To the extent that IACS properly directs CSMC, and to the extent that CSMC fails to properly perform the Services, CSMC shall indemnify and hold IACS and its officers and employees harmless from and shall defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part, but only to the extent that they arise from CSMC's active negligence or express breach of its obligations under this Agreement. Nothing in this Agreement shall require CSMC to indemnify IACS against claims, demands or suits based upon intentional or negligent acts of IACS, its agents, officers or employees.

#### **Professional Services Exclusion**

Customer acknowledges and agrees that CSMC does not provide legal services or licensed accounting services, and that those and other licensed professional services are not included within the Services which CSMC is required to provide under this Agreement. Customer agrees to consult a lawyer and/or licensed accountant if Customer seeks legal or accounting advice, and shall not rely on CSMC for such advice, consultation or services.

#### **Charter Revocation, Notice to Cure, or Closure**



Unless included within the definition of Services for which CSMC is responsible under this Agreement, CSMC shall not be responsible to do any work or perform services related to any charter revocation, notice to cure or related notices; nor shall CSMC be responsible for doing any work or performing any services related to any closure of any school operated by Customer.

#### **Customer's Premises/Facilities**

Customer agrees that it, and not CSMC, is responsible for the physical premises and facilities Customer operates, including whether those premises/facilities comply with the American Disabilities Act and any other applicable statutes or regulations. Customer is responsible for complying with all applicable health and fire code requirements and zoning laws. Customer shall maintain all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances.

#### **Customer's Insurance Responsibility**

Customer represents and warrants that it has obtained property general liability insurance, workers' compensation insurance, automobile insurance (to the extent applicable), and insurance coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability.

#### **No Employee Raiding**

Customer recognizes and acknowledges that CSMC expends considerable time and effort and incurs substantial expense in recruiting and retaining qualified personnel. Customer agrees to not hire as an employee or independent contractor, either directly or indirectly, any employee of CSMC during the term of this Agreement and for period of one hundred twenty (120) days after such person's termination of employment with CSMC. Customer agrees that a breach of the foregoing restriction would cause irreparable harm to CSMC's business and the damages therefrom would be difficult if not impossible to measure. Consequently, if Customer breaches this provision, Customer will pay to CSMC liquidated damages fixed at twenty-five percent (25%) of the CSMC employee's yearly compensation, or projected yearly compensation, at the time of any such breach.

#### **Termination of Agreement**

IACS may terminate this Agreement without cause by providing written notice of cancellation to CSMC at least 30 days prior to cancellation. Within 15 days of transmittal of a cancellation notice, IACS shall pay to CSMC all unpaid fees and



IACS shall reimburse CSMC for all costs incurred by IACS to provide the Services. The parties agree that those reimbursable costs would be difficult to calculate and therefore agree that if IACS terminates this Agreement without cause within the first year from the Start Date, IACS will pay to CSMC as liquidated damages fees equivalent to three months of the standard monthly fee for Services. If IACS terminates without cause in year two following the Start Date, the liquidated damages payable to IACS shall be two months of the fees for Services. IACS may terminate the Agreement without cause and without paying liquidated damages at any time following the second anniversary of the Start Date. CSMC may terminate this Agreement at any time without cause and without liability by providing IACS written notice of cancellation 30 days prior to termination. However, if IACS terminates this Agreement for cause (e.g., due to lack of payment), IACS need not provide advance notice of cancellation.

#### **Sole and Entire Agreement**

This Agreement sets forth the full and complete agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties hereto, whether oral or written, pertaining to the subject matter hereof. No verbal modifications, additions, or deletions from this Agreement shall be permitted. All changes to this Agreement must be made in writing and signed by both parties.

#### **Governing Law, Arbitration and Time-Bar on Claims**

This Agreement shall be construed in accordance with the laws of the State of California. CSMC and IACS agree that any and all disputes or controversies of any nature relating to or arising at any time under this Agreement or otherwise in connection with the rights and obligations under this Agreement shall be resolved by binding arbitration, which shall constitute the sole forum for any disputes between the parties to this Agreement. This means by signing this Agreement, each party is waiving the right to take court action and is waiving the right to a jury. Each party also agrees to, and hereby does, waive any right to compel the other party to participate as a defendant, cross-defendant or in any other capacity in any court action, including any action for indemnity. Arbitration shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures conducted in Orange County, California. The parties to this Agreement further agree that any arbitration demand must be filed with JAMS within 12 months from the time of any breach of this Agreement, and that any claim commenced or filed after that time shall be time-barred as a matter of law.

#### **Severability**



The provisions of this Agreement are severable, and if any part of it is found unenforceable, the other paragraphs shall remain fully valid and enforceable.

**Notice**

Any and all notices required under this Agreement shall be delivered by overnight mail by a nationally recognized carrier to the following addresses:

CSMC HEADQUARTERS  
Attn. Mr. Sandro Lanni  
40925 County Center Drive  
Suite 110  
Temecula, CA 92591

Innovations Academy  
Christine Kuglen  
10380 Spring Canyon Road  
San Diego, CA 92131

**Signatures**

CSMC

Customer

\_\_\_\_\_  
Sandro Lanni, President  
CSMC

\_\_\_\_\_  
Christine Kuglen, Chief Education Officer  
Innovations Academy

Date: \_\_\_\_\_

Date: \_\_\_\_\_