

**NOTICE OF MEETING OF THE
MISSISSIPPI CHARTER SCHOOL AUTHORIZER BOARD**

NOTICE is hereby given of a meeting of the Mississippi Charter School Authorizer Board to be held on Tuesday, July 7th, 2015 beginning at 2:30 p.m. at the Lauren Rodgers Museum of Art at 565 N 5th Avenue Laurel, Mississippi 39440. Participation at this meeting may be by teleconference at locations different from the above location pursuant to Miss. Code Ann. §25-41-5(2013) with participation being available to the public at the location set forth above and in Room 205 at the Paul B. Johnson Tower Building located at 3825 Ridgewood Road, Jackson, MS 39211. The purpose of the meeting is to conduct the regular business of the board as set forth in the attached draft agenda.

This the 21st day of June, 2015.

BY: 
Marian L. Schutte
Executive Director

DRAFT AGENDA
MISSISSIPPI CHARTER SCHOOL AUTHORIZER BOARD
July 7th, 2015

- I. Call to order
- II. Adoption of the Agenda
- III. Approval of Minutes of the June 1st meeting
- IV. Chair Report
- V. Executive Director's Report
- VI. Committee Reports
 - a. Applications Committee
 - b. Performance and Accountability Committee
- VII. New Business
 - a. 2015 Request for Proposals: Stage 2 Results
 - b. Executive Director Evaluation
 - c. Cornerstone Consulting FY16 Contract
 - d. Approval of Invoices
- VIII. Public Comment
- IX. Next Meeting
 - a. September 2nd, 2015 – Jackson, Mississippi
- X. Adjourn

MINUTES OF THE
MISSISSIPPI CHARTER SCHOOL AUTHORIZER BOARD
Regular Meeting
Monday, June 1, 2015

The monthly meeting of the Mississippi Charter School Authorizer Board was held at 10:00 a.m. on Monday, June 1, 2015, at the Baioni Conference Center in Broom Hall at Delta State University. In attendance were:

Tommie Cardin, Chairman
Krystal Cormack, Vice-Chair
Dr. Bonita Coleman-Potter
Dr. Karen Elam
Johnny Franklin
Chris Wilson

Dr. Carey Wright participated by telephone.

Board Chairman Tommie Cardin called the meeting to order at 10:00 a.m.

ITEM I. ADOPTION OF THE AGENDA

A. Adoption of Agenda

The Agenda was previously circulated to all Board members for review.

Chairman Cardin requested a motion to adopt the agenda as presented.

MOTION: Mr. Franklin

SECOND: Mr. Wilson

There being no discussion and following a vote in favor by all members present and participating, the motion carried.

ITEM II. APPROVAL OF THE MINUTES

A. Approval of Minutes

The Minutes of the April 6, 2015 meeting were previously distributed to the Board members for review.

Chairman Cardin requested a motion for approval of the Minutes of the April 6, 2015 meeting.

MOTION: Dr. Wright

SECOND: Mr. Franklin

Dr. Coleman-Potter pointed out that on page 3 of 7 of the April Minutes where it states that she raised a question concerning the FY16 MAEP allocations received by the school districts, she

wanted to clarify that she did receive that information from Ms. Schutte. This is simply a point of discussion and clarification but does not require amendment to the April Minutes.
There being no further discussion and following a vote in favor by all members present and participating, the motion carried.

ITEM III. CHAIR REPORT

A. Chairman Cardin welcomed everyone to the meeting and stated that he was glad to be able to meet at Delta State. He stated that he, with the assistance from Executive Director Marian Schutte, has drafted an evaluation tool for the executive director evaluation and copies have been provided in the binders that were presented to the Board members prior to the meeting. He asked that they take the time to review that document and it will be made an agenda item for possible approval at the next Board meeting. He stated that his goal in drafting the document was to create a tool that was meaningful, measurable and concise.

Chairman Cardin further reported on the progress he has seen the Board make since the arrival of the executive director in terms of shifting rolls. He stated that the members had all talked about the Board becoming one that deals with policies and “big picture” decisions and not one that gets into the minutia. Though it was necessary in the beginning when there was no staff, he feels the Board is now effectively transiting toward a more policy-oriented roll and is delegating to the executive director the day to day activities and operational aspects of what the Board is charged with doing. He stated that that is his continuing goal and commended each of the members serving on the standing committees and expressed his appreciation for their efforts in working toward the common goal of a policy-oriented board.

ITEM IV. EXECUTIVE DIRECTOR’S REPORT

Ms. Schutte welcomed everyone to the meeting in the Delta and stated that it would be the beginning of several meetings “on the road” where the Board hoped to connect with the public and introduce them to charter schools.

She introduced the following guests in the audience:

Dr. Darlene Chambers, her coach in the NACSA Leaders Program. Dr. Chambers is the President and CEO of the Ohio Alliance for Public Charter Schools, was previously the Executive Director of the Ohio Counsel of Community Schools, President of the Ohio Charter School Authorizers, and served as a founding board member of an Ohio-based community school and worked as a consultant with a variety of organizations.

Evan Emenegger, the Teach for America intern working with the Board for the summer. Evan previously taught English II at Yazoo City High School.

Ms. Schutte reported that it has been determined that the state portion of the 3% authorizer fee that the Board will receive from the MAEP will be \$38,373.00. That will be discussed later in the meeting when the 2016 FY budget is discussed. The local estimate should be available in October.

She reported further that the schools slated to open in the Fall are still on track with their pre-opening processes. She has toured all facilities and stated that Reimagine Prep will be located in the old St. Therese building off McDowell Road. They are currently painting and doing some refinishing work. Midtown is working on their existing facility.

Next, Ms. Schutte reported that the National Charter Schools Conference will be held on June 21-24 and stated that anyone interested in attending should contact her. Currently, she, Chairman Cardin and Mr. Wilson are registered to attend.

Lastly, Ms. Schutte stated that she and the Board members would hold an information session following the Board meeting at 2:00 p.m., and she invited all community leaders interested in attending to come back.

ITEM V. COMMITTEE REPORTS

A. Applications Committee

Mrs. Cormack reported that the committee has met weekly via teleconference to move forward with the 2015 application cycle. Fifteen individuals originally registered to create fluid review accounts indicating their interest in writing letters of intent. Mississippi First offered to provide technical support to those groups. The committee ultimately received three letters of intent for four separate school facilities – (1) Republic Schools, Inc. – proposed 2 schools in the Jackson Public School District; (2) Phoenix Project Community Development Foundation, Inc. proposed one school in the Natchez-Adams School District; and (3) Peter’s Rock Temple Church of God in Christ proposed one school in the Starkville School District, soon to be the consolidated Starkville/Oktibbeha County School District. They were each found to be provisionally eligible to continue. Ultimately, Peter’s Rock Temple COGIC did not apply, partly because the Starkville school district is currently a “C” school district and the authority to authorize rests first with that school district. As of the end of the remedy period, two proposals for three schools have been received. One from Republic Schools for a K-8 school and also a 5-8 school, both in the Jackson Public School District, and one from Phoenix Project for a grade 9-12 high school in the Natchez-Adams School District. These will be considered for advancement to Stage 2 under New Business.

She stated that the committee is continuing to discuss and look into a variety of opportunities for community outreach to increase the interest in charter schools in an effort to increase the number of quality proposals received in the future. They have also continued to partner with Mississippi First to assist with applicant development.

B. Performance and Accountability Committee

Dr. Coleman-Potter reported that the committee has met weekly via teleconference. They are working to complete the contract negotiation process with the approved charter schools and hope to have those contracts ready for approval on June 5th, as well as the performance framework. An overview of that performance framework will be presented later in this meeting. She is confident that the framework being developed will yield for the board the results it needs to ensure it is approving quality applications and will also lay out the documentation needed should a license have to be revoked.

ITEM VI. NEW BUSINESS

A. 2015 Request for Proposals: Eligibility and Completeness Confirmation

Based on the information outlined in her committee report, Vice Chair Cormack made a motion that the Board approve Republic Schools, Inc. and Phoenix Project Community Development Foundation, Inc. as complete and eligible to move forward to Stage 2 of the 2015 Request for Proposals cycle.

MOTION: Mrs. Cormack

SECOND: Dr. Coleman-Potter

There being no discussion and following a vote in favor by all members present and participating, the motion carried.

B. NACSA Third Party Evaluation Contract

A copy of the NACSA Third Party Evaluation contract had been previously provided to the Board members for review.

Chairman Cardin requested a motion to approve the NACSA Third Party Evaluation Contract and authorize the Executive Director to execute same.

MOTION: Dr. Elam

SECOND: Mr. Wilson

Dr. Coleman-Potter requested an overview of the contract that was being approved. Ms. Schutte discussed the scope of services under the contract and answered questions pertaining to the negotiation of the contract amount in light of the lower number of applications than anticipated that are moving forward and requiring review.

There being no further discussion and following a vote in favor by all members present and participating, the motion carried.

C. Mississippi Charter School Authorizer Board Performance Framework

A copy of the draft Performance Framework was previously provided to each Board members for review, and Ms. Schutte offered a power point presentation explaining in more detail each aspect of the document.

Chairman Cardin requested a motion to approve the Performance Framework, as presented.

MOTION: Mr. Franklin

SECOND: Dr. Elam

There being no further discussion and following a vote in favor by all members present and participating, the motion carried.

D. Approval of Invoices

Ms. Schutte discussed the invoices that were previously provided for review, as well as a few that had been added. She stated that the payment of the invoices will result in a shortage of funds in categories in the FY 15 Budget and the need to modify same in order to cover close out activities for the fiscal year.

Chairman Cardin requested a motion to approve payment of the invoices, as presented.

MOTION: Dr. Coleman-Potter

SECOND: Mrs. Cormack

There being no discussion and following a vote in favor by all members present and participating, the motion carried.

E. FY 15 Budget Revisions

Ms. Schutte stated that she has worked with Cornerstone Consulting to rework the end of the year budget to expend as much of the funds as possible that were allocated during the 2014 Legislative session. She discussed the adjustments that are being presented for consideration.

Chairman Cardin stated that the first consideration is the need to amend the Cornerstone Consulting contract cap of \$10,000 and increase it to \$11,000 in order to allow for completion of the fiscal year.

Chairman Cardin requested a motion to approve the increase of the contract cap with Cornerstone Consulting from \$10,000 to \$11,000.

MOTION: Mr. Wilson

SECOND: Dr. Wright

There being no further discussion and following a vote in favor by all members present and participating, the motion carried.

Second, Chairman Cardin recommended amending the existing budget to reallocated monies not yet spent to provide two start-up grants to the schools set to open in 2015.

Chairman Cardin requested a motion to approve the budget amendment and the reallocation of funds to provide two start-up grants to the schools set to open in the Fall of 2015.

MOTION: Dr. Coleman-Potter

SECOND: Mrs. Cormack

Dr. Coleman-Potter asked that it be emphasized that this is a one-time grant program and that understanding is included in the Statement of Assurances signed by two charter operators receiving the funds. Chairman Cardin reemphasized the point that this is a one-time grant program and reiterated that it is not the Board's intent to offer this in the future. It is being offered at this time only because the funds are available. Ms. Schutte stated that the schools will be required to provide documentation of all grant expenditures no later than December of this fiscal year.

There being no further discussion and following a vote in favor by all members present and participating, the motion carried.

F. FY16 Budget Approval

Ms. Schutte explained the two proposed budgets presented to the Board for review. Chairman Cardin further discussed the salary line item and the consideration of hiring additional staff in the future.

Chairman Cardin requested a motion to approve the FY16 Budget, as presented.

MOTION: Dr. Wright

SECOND: Dr. Coleman-Potter

Following further discussion and a vote in favor by all members present and participating, the motion carried.

ITEM VIII. PUBLIC COMMENT

Chairman Cardin asked that individuals in the room introduce themselves and state their business affiliations. Afterward, the following public comments were offered:

Brenda Hyde, Assistant Director of Southern Echo, asked if they would be able to get a copy of the Performance Framework that had been approved today. Ms. Schutte explained that it would be posted on the Board's website after 2:00 p.m. tomorrow. Next, Ms. Hyde asked for clarification on how much of a proposal had been presented by Peter's Rock Temple COGIC. Vice Chair Cormack explained that they Peter's Rock had only submitted a letter of intent during this cycle but she believes it is their intent to continue to work with their community to continue to build a proposal for a school for submission at a later time.

Marilyn Young, Community Organizer, Southern Echo, asked if the FY16 Budget will be posted on the website. Ms. Schutte stated that it was already posted as an attachment to the June 1st meeting notice and agenda and that she would also be posting it as an "adopted" budget. Ms. Young further asked for the location of the Midtown Charter School. Ms. Schutte stated that it will be located at 301 Adele Street in the midtown area of Jackson off of West Street. The zip code is 39202.

Ashley McKay with Tunica Teens in Action commended the Board on the Performance Framework developed by the committee and stated that it had exceed all of her expectations.

Babak Mostaghimi questioned if the 3% allocation of funds that will be provided to the board will ever be flexible for change as the number of charter schools increases in the state, suggesting that it be lowered or a possible cap be set on the amount of funds that can be allocated from those public funds. Dr. Coleman-Potter explained that as the number of charter schools in the state increases, so will the need for additional staffing on the Board so the allocation rate will need to remain at 3% in order to fund those needs. Ms. Schutte also explained that state law is very specific on this subject and states that the local board “shall collect 3%” of state and local funds, so any modification to that rate would have to be done by the legislature.

Marilyn Young addressed the Board once more asking about the statement made by the Executive Director during her report regarding the local ad valorem taxes being based on the prior year and asked if the actual numbers are coming out in January, what will be used from the prior year data. Ms. Schutte stated that the law had been revised during this past legislative session and now directs that one particular number from the prior year be used to calculate those funds so that the schools will be able to determine for their budgets the amount of funding they can expect to receive and when they will receive it. MDE will work to notify the charter schools and their districts of the amount by formal letter in October, and the law requires that the school districts pay the charter schools that amount by January 15th.

ITEM IX. NEXT MEETING

As approved at the April meeting, the July meeting will be held Tuesday, July 7, 2015. The anticipated location is in Laurel though no exact location has been confirmed at this time.

ITEM X. ADJOURNMENT

Chairman Cardin reminded everyone that there would be a public forum held at 2:00 following today's meeting.

Chairman Cardin requested a motion to adjourn.

MOTION: Dr. Elam

SECOND: Mr. Franklin

There being no discussion and following a vote in favor by all members present and participating, the motion carried.

The meeting adjourned at 11:35 a.m.

ADOPTED, this the ____ day of _____, 2015.

TOMMIE S. CARDIN, Chairman

**MCSAB Fall 2015 Stage 2 Evaluation
NACSA Stage 2 Findings and Recommendations**

Application	Threshold 1: Public School Obligations	Threshold 2: Student Populations	Threshold 3: Startup Plan	Threshold 4: Personnel	Threshold 5: Financial Plan	Threshold 6: Performance History	Threshold 7: ESP Relationship
Phoenix Early College Charter School		Substantially Inadequate	Substantially Inadequate				
Joel E. Smilow Prep/Joel E. Smilow Collegiate (RePublic Schools)							

NACSA Findings

Phoenix Early College Charter School

Threshold 2: Student Populations	<p>The plan for serving special student populations raises significant concerns about the applicant’s understanding of, preparation and/or commitment to meeting the needs of all special populations, including students with disabilities, ELLs, students requiring remediation or gifted and talented students.</p>	<ul style="list-style-type: none"> • The application demonstrates a lack of understanding and commitment to meeting statutory requirements for providing accommodations to students with disabilities. • The application lacks any reference to or plan to serve English language learners and gifted and talented students.
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Threshold 3: Startup Plan	The startup plan fails to identify critical work streams, specific completions dates for many milestones, and the identity of the person who is individually responsible for completing each task.	<ul style="list-style-type: none">• The startup plan does not provide a timeline for raising \$100,000 in the first year of operations, and does not describe how the funds will be raised.• The startup plan does not provide a timeline for student recruitment or identify who is responsible for recruitment tasks.• The startup plan does not provide critical details on completion dates or identify who is responsible for preparing the physical school site for opening.
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TO: Members of the Mississippi Charter School Authorizer Board

FROM: Applications Committee

DATE: June 26, 2015

RE: Phoenix Early College Charter School Stage 2 Recommendation

OVERVIEW

The Stage 2 Evaluation is the process used by the Mississippi Charter School Authorizer Board (MCSAB) to determine whether complete and eligible proposals submitted in response to its 2015 Request for Proposals meet the minimum quality threshold required to merit a comprehensive application evaluation. Between June 3 and June 22, internal and external evaluators assessed each proposal against MCSAB's published Stage 2 evaluation criteria. The findings from those evaluations were provided to the Applications Committee for consideration. This report constitutes the Application Committee's recommendation based on those findings.

Stage 2 Evaluation Process

Independent evaluators assess critical elements of each proposal against the published Stage 2 evaluation criteria in five to seven (as applicable) Quality Thresholds: Public Charter School Obligations, Student Populations, Startup Plan, Personnel, Financial Plan, Performance History (for existing operators), and ESP Relationship (for applicants proposing to contract with an education service provider). Evaluators assign a Substantially Inadequate rating to any response that plainly fails to address the RFP requirements or criteria for approval, or that wholly lacks merit.

Report Structure

The introduction to this report includes an executive summary of the recommendation and a table showing the elements of the application that were rated Substantially Inadequate. Following the executive summary, an analysis is provided for each Substantially Inadequate element.

STAGE 2 RECOMMENDATION AND ANALYSIS: PHOENIX EARLY COLLEGE CHARTER SCHOOL

EXECUTIVE SUMMARY

The Applications Committee recommends that the application for Phoenix Early College Charter School be denied at Stage 2. Stage 2 evaluators found that the application does not meet the minimum quality threshold in two critical areas of the application: 1) in its plan to serve the needs of special student populations; and 2) in its startup plan. In these areas, the application failed to address the RFP and/or statutory requirements, and thus does not qualify for a comprehensive Stage 3 evaluation.

Summary of Phoenix Early College Charter School’s Substantially Inadequate Ratings

Stage 2 Threshold	Rating
Student Populations	<i>Substantially Inadequate</i>
Startup Plan	<i>Substantially Inadequate</i>

ANALYSIS

STUDENT POPULATIONS

The evaluation team finds the application to be Substantially Inadequate in **Threshold 2: Student Populations**. Specifically, it raises significant concerns about the applicant’s understanding of, preparation and/or commitment to meeting the needs of all special populations, including students with disabilities, English language learners (ELLs), and gifted and talented students.

The RFP, per Mississippi statute, requires applicants to describe a plan for successfully serving students with disabilities, students who are ELLs, students who are academically behind, and gifted students, including, but not limited to, compliance with applicable laws and regulations. The Phoenix Early College Charter School includes a plan for serving students who are performing below grade level and are identified with disabilities, but omits any reference to, or any plan for, ELLs and intellectually gifted students, although the cover sheet indicates that the applicant expects that seven percent of its students will be ELLs.

The applicant’s plan for serving students with disabilities demonstrates a lack of understanding of statutory requirements, though the applicant anticipates students with disabilities being 10 percent of its school population. The applicant states on page 25 of the proposal narrative, “If PECCS cannot provide the accommodation, the student is advised that a particular accommodation is not available. Self-contained classroom settings or life skills programs are examples of services PECCS would not have the capacity to supply.” This statement contradicts Federal IDEA law, which requires public schools to provide accommodations for a wide range of disabilities. Furthermore, according to Mississippi charter school law, charter schools are categorized as LEAs (Local Education Agencies) and as such they have the same comprehensive responsibilities for providing accommodations as a school district. Additionally, the application does not address how students with disabilities who do not already have Individualized Education Plans (IEPs) will be identified and how IEPs will be developed for those students.

The staffing plan for serving students with disabilities is not adequate for serving this population. Under the staffing plan presented in the application, one or more of the four initial teachers would need to be certified in both special education and another subject area. Finding a dually certified teacher may be difficult to accomplish in a district and state that have a critical shortage of special education teachers. It was also not explained how the designated teacher would be able to handle the responsibilities of ensuring that special education students receive appropriate services in all subject areas while also serving as one of the four regular classroom teachers. Additionally, on page 22 of the proposal narrative, the applicant states that a “Student Assistant Personnel” (SAP) staff member “will be responsible for monitoring biweekly progress of each PECCS student, including those with Special Education needs.” The SAPs are low-paid staff - budgeted at \$15,000 a year in the financial plan -

presumably without teaching certificates or any qualifications for working with special education students.

The application thus fails to address statutory requirements and lacks an understanding and commitment to meeting the needs of students with special needs, ELLs, and gifted and talented students, and therefore does not meet the minimum threshold in this area.

Sources of Evidence:

- Proposal Coversheet
- Proposal Narrative
 - Section 1. Educational Program Design & Capacity: Special Student Populations and At-Risk Students
- Attachment 20: Financial Plan

ANALYSIS

STARTUP PLAN

The evaluation team finds the application to be Substantially Inadequate in **Threshold 3: Startup Plan**. Specifically, the startup plan included in Attachment 19 fails to identify critical work streams required before the school opening and fails to identify a specific and reasonable completion date for each milestone.

The startup plan provided in Attachment 19 provides a general description of some major milestones but it omits a number of critical work streams, specific completion dates for any milestone, and the identity of the person who is individually responsible for completing each task.

For example, the first goal stated is to raise \$100,000 for the first year of operation, but no timeline or method of fund raising is provided. The second goal is to recruit students. Beyond a general statement that “PECSS will be getting information to parents through churches, local radio and television media, local schools, mass mailings, billboards, and community forums,” a specific timeline and individual responsible for this process are not stated. The third task presented is hiring the school leader, but this task does not align with the proposal narrative, which clearly identifies the individual already selected as the school leader. The process of staff recruitment also lacks important details, such as specific dates for recruitment activities and the person responsible.

The startup plan also does not provide completion dates or identify who will be responsible for the necessary tasks involved in preparing the physical site for school opening. These tasks require ordering supplies and furniture, negotiating vendor contracts, and most importantly, overseeing the facility work necessary to make the site usable as a school. The application summarizes all of these important tasks into a single sentence: “Final facility needs will be completed with Buttross Properties as the needs for furniture, books, computers, and software are handled as well as a fair rental agreement.” The brief treatment of these tasks raises significant concerns about the applicant’s understanding of the scope and depth of the tasks required for a successful school startup.

The application thus fails to identify critical work streams required before school opening and fails to identify a specific and reasonable completion date for each milestone; therefore it does not meet the minimum threshold in this area.

Sources of Evidence:

- Attachment 19: Start-up plan, pages 1 and 2
- Proposal narrative
 - Section 1: Educational Program Design & Capacity
- Attachment 9: School Leader



Executive Director Evaluation (First Year of Operation)

Authorizer Board Evaluation of Executive Director (December 2015)

The performance goals for the Executive Director are divided into two categories:

- Strategic goals as the highest priorities based on its strategic vision for the MCSAB; and
- Open-ended questions highlighting areas of achievement and growth

Please take a moment and reflect on the following statements in service of evaluating the Executive Director.

Strategic Goals

Priority I. Effectively leads the Mississippi Charter School Authorizer Board (MCSAB) to expand high-quality charter options across the state especially in areas of high need.

A. Establishes the MCSAB as a national leader in charter school authorizing with a balanced mix of high-quality national and local operators by authorizing additional charter schools and increasing charter school awareness through targeted outreach activities

1	2	3	4	N/A
Strongly Agree	Agree	Disagree	Strongly Disagree	

Comments:

B. Streamlines the Request for Proposals process to increase accessibility and maximize transparency by creating two distinct applicant tracks, partnering with local non-profit and universities to establish technical support and applicant development pipelines.

1	2	3	4	N/A
Strongly Agree	Agree	Disagree	Strongly Disagree	

Comments:



Priority II. Effectively leads the Mississippi Charter School Authorizer Board (MCSAB) to ensure the quality of authorized charter schools through outcomes-based accountability and oversight practices while respecting charter school autonomy.

A. Establishes the MCSAB as a national leader in charter school accountability and oversight practices by developing a standardized performance framework and charter contract, creating an intervention ladder to address and resolve contract violations, and establishing clear expectations through routing operator meetings and visits to board meetings.

1 Strongly Agree	2 Agree	3 Disagree	4 Strongly Disagree	N/A
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Comments:

B. Develops a partnership with the Mississippi Department of Education to ensure charter schools have access to all necessary information and training by establishing a streamlined pre-opening process and creating a communication protocol between the Authorizer Board, MDE, and schools.

1 Strongly Agree	2 Agree	3 Disagree	4 Strongly Disagree	N/A
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Comments:



Priority III. Effectively leads the Mississippi Charter School Authorizer Board (MCSAB) to establish sound organizational practices and protocols to ensure effective and transparent operation of the MCSAB.

A. Establishes fiscally sound board practices with a focus on agency sustainability by establishing a standing committee structure and routine calendar of board meetings, attending professional development on national charter school best practices, and securing funding to develop authorizing practices and attract high-quality local and national operators.

1 Strongly Agree	2 Agree	3 Disagree	4 Strongly Disagree	N/A
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Comments:

B. Utilizing various forms of communication to promote transparency among the Authorizer Board, charter school operators, and the public by revising the MCSAB website, creating a user-friendly annual report, and an electronic pamphlet with detailed information on the laws and policies applicable to charter schools in Mississippi.

1 Strongly Agree	2 Agree	3 Disagree	4 Strongly Disagree	N/A
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Comments:



Open-Ended Questions

1. What have been the most significant achievements of the Executive Director over the past year?
2. What are the improvement or growth areas during this performance year?
3. Based on the performance review, what should be the professional development goal(s) for the Executive Director for the coming year?
4. What external factors have influenced the Executive Director's performance?
5. In the past year, what difficult issues have faced the Authorizer Board and how did the Executive Director bring them to resolution?

Contract
Between the Mississippi Charter School Authorizer Board and
Cornerstone Consulting Group, Inc.

This document is a Contract between the parties, Cornerstone Consulting Group, Inc., a Mississippi Corporation, located at 101 Merlot Cove Clinton, MS 39056 (Hereinafter referred to as “Cornerstone” or “Contractor”) and the Mississippi Charter School Authorizer Board, a state agency herein after referred to as “Agency”). This contract reflects the agreement by and between the parties that Cornerstone shall provide services as outlined herein below.

Scope of Services

Accounting Services

- Provide assistance in establishing the FY16 fiscal year. This can include requesting new funds, ensuring the account code crosswalk between the payroll system and the accounting system is established and correct, entering new contracts for the year, and associated tasks.
- Provide assistance in determining the method needed to purchase goods and enter all purchase orders in the state accounting systems as needed;
- Enter all payment vouchers and inter-agency transfers into the state accounting systems in order for payments to be generated;
- Enter travel vouchers into the state accounting systems and process the travel for payments;
- Process all agency payrolls and reconcile insurances;
- Work with IHL to ensure budgetary authority is available in the agency’s funds.
- Ensure transfers from other funds, including MDE are properly recorded.
- Enter any revenue received from other sources into the agency’s funds.
- Review all expenditures for correctness to ensure state guidelines are meet prior to processing the transactions; and,
- Generate monthly financial reports for the Board and for IHL.

Human Resource and Personnel Assistance

- Enter employees and contract workers into the payroll system and perform related items to create payroll records for these individuals;
- Enter Board member information as required to ensure travel payrolls can be processed on their behalf.
- Maintain deduction and tax records for the employees and workers; and,
- Process payrolls.

Other Services

Any additional tasks performed at the direction of the Director or designee may be performed as directed. No tasks shall be performed without prior approval and direction.

Contract Modifications

This contract may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary. Modifications may include scope increases, deletions or other revisions within the contract.

Contract Period of Performance

The Contract shall begin July 1, 2015 and shall be in effect until June 30, 2016.

Consideration

Cornerstone agrees to perform the Scope of Services hereunder to the satisfaction of the Agency during the period of performance identified in this Contract, pursuant to the terms and conditions of the Contract, for the consideration of an hourly rate of \$83.00 for the Services listed under Accounting Services. The total contract cost shall not exceed \$12,500.00.

Payment

The Agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice.

Cornerstone agrees to accept all payments in US currency via the State of Mississippi's electronic payment and remittance vehicle.

Availability of Funds

It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Anti-Assignment/Subcontracting

Cornerstone acknowledges that it was selected by the Agency to perform the services required hereunder based, in part, upon Cornerstone's special skills and expertise. Cornerstone shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of the Agency, which the Agency may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the Agency of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Agency may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

Authority To Contract

Cornerstone warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

Confidentiality

Cornerstone hereby agrees to assure the confidentiality of any records obtained from the Agency or from the State Personnel Board (SPB) for the Agency, as required by state and federal privacy laws. No information, documents or other material provided to or prepared by Cornerstone deemed confidential by the Agency and/or the SPB pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of the Agency. Any liability resulting from any wrongful disclosure of confidential information on the part of Cornerstone shall rest with Cornerstone.

Confidential Information shall mean (a) those materials, documents, data, and other information which Cornerstone has designated in writing as proprietary and confidential, and (b) all data and information which Cornerstone acquires as a result of its contact with and efforts on behalf of the Agency and any other information designated in writing as confidential by the Agency. Each party to this agreement agrees to protect all confidential information provided by one party to the other; to treat all such confidential information as confidential to the extent that confidential treatment is allowed under Mississippi and/or federal law, and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of Cornerstone or its Subcontractor shall rest with Cornerstone. Disclosure of any confidential information by Cornerstone or its Subcontractor without the express written approval of the Agency shall result

in the immediate termination of this agreement and the availability to the Agency of any and all remedies at law or in equity.

Ownership of Documents and Workpapers

The Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to the agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from The Agency and subject to any copyright protections.

Record Retention And Access To Records

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

Indemnification

To the fullest extent allowed by law, Cornerstone shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency and its members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Cornerstone and/or its partners, principals, agents, employees and/or Subcontractors in the failure to perform this agreement. In the State's sole discretion, Cornerstone may be allowed to control the defense of any such claim, suit, etc. In the event Cornerstone defends any claim, suit, etc., Cornerstone shall use legal counsel acceptable to the State; Cornerstone shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in the defense. Cornerstone shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

Severability

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

Waiver

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making the waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

Independent Contractor Status

Cornerstone shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the Agency or the State. Nothing contained herein shall be deemed or construed by the Agency, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the Agency and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Agency or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the Agency and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the State; and the State shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Agency shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United State's mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: Denise De Rossette, President
Cornerstone Consulting Group, Inc.
101 Merlot Cove
Clinton, MS 39056

For the Agency: Tommie Cardin, Board Chairman
Mississippi Charter School Authorizer Board
3825 Ridgewood Road
Jackson, MS 39211

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency.

Applicable Laws

The contract shall be governed by and in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The contractor shall comply with applicable federal and State laws and regulations.

The Contractor understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State or local laws. All such discrimination is unlawful and the Contractor agrees during the term of this agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Mississippi Employment Protection Act

“Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor

understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

Representation Regarding Contingent Fees

The contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

Representation Regarding Gratuities

The contractor represents that it has not violated, is not violating and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 of the Mississippi Personal Service Contract Procurement Regulations.

Procurement Regulations

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations.

Stop Work Order

Order to Stop Work. The Agency, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specific period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Agency shall either cancel the stop work order, or terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the terms or delivery of services, or both, and the contract shall be modified in writing accordingly, if:

- the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and,

- the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Agency decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

Adjustment of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

Termination for Convenience Clause

The Agency may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor must complete the work that is not terminated by the notice of termination.

Termination for Default Clause

If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completions within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency, the Agency may terminate the Contractor’s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination for default, in whole or in part, the Agency, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional administrative costs associated with the procurement. This remedy shall be in addition to any other remedies that the Agency may have.

Authorization to Enter Contract

This contract has been made and interchangeably executed by parties authorized to enter into contracts on behalf of the cooperation or Agency in duplicate originals.

Denise B. De Rossette, President
Cornerstone Consulting Group, Inc.

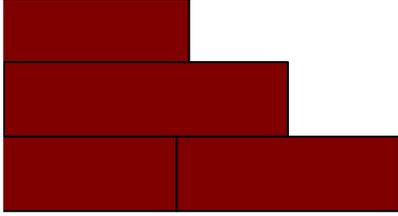
Tommie Cardin, Chair
Mississippi Charter School Authorizer Board

**Charter School Authorizer Board
Items Presented for Payment
July 7, 2015**

Travel		
	Board Travel for July Meeting	TBD
Contractual		
	Cornerstone Consulting - May	\$ 705.50
	National Charter Schools Conference Registration	\$ 2,300.00
		<u>\$ 3,005.50</u>
Commodities		
Equipment		
TOTAL		<u><u>\$ 3,005.50</u></u>

**Mississippi Charter School Authorizer Board
FY14-15 Budget and FY14 Expenditures
Estimated for Year-End**

Category	Original Line Item Budget	FY14 Expenses	FY15 Budget	Purchase Orders	FY15 Expenses	Estimated	Remaining
Personnel							
Salaries	\$ 95,000.00		\$ 63,333.33		\$ 47,499.96	\$ 15,833.32	\$ 0.05
Fringe	\$ 28,500.00		\$ 19,500.00		\$ 14,172.19	\$ 4,434.98	\$ 892.83
Taxable Moving Expenses			\$ 2,146.35		\$ 2,146.35		\$ -
Intern Stipend			\$ 1,000.00			\$ 1,000.00	\$ -
Workers Comp, etc.			\$ 390.00	\$ -	\$ 390.00		\$ -
Sub-Total	\$ 123,500.00	\$ -	\$ 86,369.68	\$ -	\$ 64,208.50	\$ 21,268.30	\$ 892.88
Travel							
In-State	\$ 21,000.00	\$ 7,642.59	\$ 9,157.00		\$ 6,156.62	\$ 3,000.00	\$ 0.38
FICA Match on Taxable Travel		\$ 2.99	\$ -		\$ -		\$ -
Non-Taxable Moving Expenses			\$ 1,808.70		\$ 1,808.70		\$ -
Out-of-State	\$ 5,000.00	\$ -	\$ 5,000.00			\$ 5,000.00	\$ -
Sub-Total	\$ 26,000.00	\$ 7,645.58	\$ 15,965.70		\$ 7,965.32	\$ 8,000.00	\$ 0.38
Contractual							
Employee Training	\$ 1,200.00		\$ 2,300.00			\$ 2,300.00	\$ -
Postage	\$ 2,000.00		\$ 50.00			\$ 50.00	\$ -
Advertising	\$ 1,000.00	\$ 954.80	\$ 150.00		\$ 148.42		\$ 1.58
Rental of Office Equipment	\$ 4,800.00		\$ -				\$ -
DFA Fees	\$ 800.00		\$ -				\$ -
Audit Fees	\$ 50.00		\$ -				\$ -
Contract Worker and Fringe			\$ -				\$ -
Liability Insurance Pool	\$ 500.00		\$ -				\$ -
Membership Dues	\$ 2,500.00		\$ 250.00			\$ 250.00	\$ -
Service Charges - ITS	\$ 3,600.00		\$ 500.00		\$ 152.82	\$ 347.00	\$ 0.18
Software	\$ 500.00		\$ 500.00			\$ 500.00	\$ -
ITS Telephone Services	\$ 2,400.00		\$ -				\$ -
Wireless	\$ 600.00		\$ 900.00		\$ 654.74	\$ 245.00	\$ 0.26
Network Charges	\$ 1,800.00		\$ -				\$ -
Professional Services - IT	\$ 3,000.00		\$ -				\$ -
Prof. Services-Cornerstone	\$ 5,000.00	\$ 1,452.50	\$ 9,547.50	\$ 1,537.50	\$ 7,010.00	\$ 1,000.00	\$ -
NACSA			\$ 67,728.00			\$ 67,728.00	\$ -
Other Fees (Court Reporter, etc)	\$ 51,950.00	\$ 247.54	\$ 868.25		\$ 720.04		\$ 148.21
Grant Program			\$ 40,000.00			\$ 40,000.00	\$ -
Sub-Total	\$ 80,500.00	\$ 2,654.84	\$ 122,793.75	\$ 1,537.50	\$ 8,686.02	\$ 112,420.00	\$ 150.23
Commodities							
Paper Supplies	\$ 2,000.00		\$ 750.00			\$ 750.00	\$ -
Printing	\$ 500.00		\$ 1,500.00			\$ 1,500.00	\$ -
Duplication Supplies	\$ 500.00		\$ 2,000.00			\$ 2,000.00	\$ -
Office Supplies	\$ 500.00		\$ 1,000.00			\$ 1,000.00	\$ -
Food for Business	\$ 500.00		\$ 191.50		\$ 191.50		\$ -
Office Furnishings	\$ 10,000.00		\$ 4,211.95	\$ -	\$ 4,211.95		\$ -
Other Supplies	\$ 1,000.00		\$ -				\$ -
Sub-Total	\$ 15,000.00	\$ -	\$ 9,653.45	\$ -	\$ 4,403.45	\$ 5,250.00	\$ -
Equipment							
Computer Equipment	\$ 3,500.00		\$ 2,737.00		\$ 1,237.00	\$ 1,500.00	\$ -
Office Machines	\$ 1,500.00	\$ -	\$ 2,179.99		\$ 679.99	\$ 1,500.00	\$ -
Sub-Total	\$ 5,000.00		\$ 4,916.99	\$ -	\$ 1,916.99	\$ 3,000.00	\$ -
TOTAL	\$ 250,000.00	\$ 10,300.42	\$ 239,699.57	\$ 1,537.50	\$ 87,180.28	\$ 149,938.30	\$ 1,043.49



Cornerstone Consulting Group
101 Merlot Cove, Clinton, MS 39056
601.540.4485

June 7, 2015

MS Charter School Authorizer Board
Ridgewood Road
Jackson, MS 39201

Services from May 1 through May 31, 2015

Invoice 3725

- Processed the monthly payroll and reconciled insurances.
- Answered questions on correspondence from DFA on security access.
- Worked with IHL on creation of a new Fund.
- Met with Marian to discuss budget issues.
- Met with Tommie and Marian to discuss the legislation and budget authorization.
- Submitted monthly reports to the Board and to IHL.
- Processed items submitted for payment.

TOTAL NOW DUE (8.50 Hours)

\$ 705.50

NOTE: Contract Balance is \$ 421.00

Mississippi Charter School Authorizer Board
Attn: Marian Schutte
3825 Ridgewood Road
Jackson MS 39211

Date	6/05/2015
Invoice #	740085
PO #	X

2015 National Charter Schools Conference
1277 University of Oregon
Eugene, OR 97403-1277

Payments/Credits	US\$0.00
Balance Due	US\$2,300.00

Cut here & return with payment

All fees are in US Dollars. Please remit payment with copy of this invoice. If you have questions please call 800.280.6218 or 541.346.3537. Make check payable to:

2015 National Charter Schools Conference
1277 University of Oregon
Eugene, OR 97403-1277
Email: natlcharterconf@ce.uoregon.edu

Invoice

2015 National Charter Schools Conference

Mississippi Charter School Authorizer Board
Attn: Marian Schutte
3825 Ridgewood Road
Jackson MS 39211

Date	6/05/2015
Invoice #	740085
PO #	X

Description	Price
Tommie Cardin, Confirmation 14044381	575.00
Evan Emenegger, Confirmation 14044383	575.00
Marian Schutte, Confirmation 14044380	575.00
Chris Wilson, Confirmation 14044382	575.00
Total	US\$2,300.00

Payments/Credits	US\$0.00
Balance Due	US\$2,300.00