



Transformational Education Inc.

Governing Board Meeting Notice

Notice is hereby given that Transformational Education Inc., will hold a board meeting as listed below.

Date: Monday, June 23, 2014

Time: 5:30 p.m.

Location: TEAM Charter School, 600 East Main St Street, Stockton

Public input on specific agenda items: Any person of the public desiring to speak shall be allowed to speak during public comment time and has the option of speaking once on any agenda item when it is being discussed. Speaking time shall generally be limited to three minutes, unless a longer period is permitted by the Board President. Agenda speakers will be limited five minutes.

Special needs: If you have special needs because of a disability which makes it difficult for you to participate in the meeting or you require assistance or auxiliary aids to participate in the meeting, please contact Debbie Eison at (209) 918-6000. Transformational Education Inc., will attempt to accommodate your disability.

Agenda

Open Session

Call to Order

Roll Call

Adjustment and Amendments to the Agenda

Oral/Written communications from the public

Opportunity for members of the public to address the board regarding items not on this agenda

Presentation by Principal Marlesse Cavasos

ACTION ITEM 1: Approve Minutes from May 27, 2014 Board Mtg

- ACTION ITEM 2: Accept Changes to LCAP 3 Year Plan
- ACTION ITEM 3: Adopt TEAM Budget 2014-15
- ACTION ITEM 4: Adopt Protected Prayer Statement
- ACTION ITEM 5: Adopt revised Technology Plan
- ACTION ITEM 6: Approve Curriculum Purchase
- ACTION ITEM 7: Approve Revised Administrative Services Agreement
- INFORMATION ITEM 1: Facility Update
- INFORMATION ITEM 2: CFO Report
- INFORMATION ITEM 3: Deputy E D Report
- INFORMATION ITEM 4: Executive Director Report
- Board Discussion
- Agenda Setting

ACTION ITEM 1

Date: June 23, 2014
TO: TEI Board of Directors
FROM: Debra Eison, Executive Director
SUBJECT: Approve minutes of TEI Board Meeting May 27, 2014

Transformational Education Inc.
Board of Directors Meeting Minutes
Date: May 27, 2014
Start Time: 5:37PM

Directors in Attendance: John Solis, Debbie Eison, Tod Hill, Tony Sajor, Debbie Vallejo,
Candy Vargas

Directors Absent: Toni Cecchetti, Amelia Adams, Barbara Coulibaly
Also in Attendance: Doug Wacker, Marlesse Cavazos
Meeting Facilitator: John Solis, President

Adjustment and Amendments to the meeting agenda: None

Oral/Written Communications from the Public and/or Public to Address BOD: None

Public Comments: Fifth grade teacher Lauren Tarbat presented an overview of lessons currently being used in the fifth grade curriculum.

ACTION ITEM 1: Approval of Minutes from April 28, 2014 Meeting

Discussion: None

Motion: Tod Hill

Second: Tony Sajor

PASSED 6-YES 0-NO 0-Abstain

ACTION ITEM 2: Approve LCAP 3 Year Plan

Discussion: D. Eison presented an explanation of the LCAP (Local Control and Accountability Plan) and process. The Board approved with corrections.

Motion: Candy Vargas

Second: Tony Sajor
PASSED 6-YES 0-NO 0-Abstain

ACTION ITEM 3: Adopt TEI School Board Calendar 2014-2015
School Year

Discussion: It was decided by the Board not to convene for meetings if there are no Action Items to address. Information Items will be emailed to the Board.

Motion: Debbie Vallejo

Second: Tod Hill

PASSED 6-YES 0-NO 0-Abstain

ACTION ITEM 4: Accept Technology Plan

Discussion: D. Wacker presented overview of E Rate Technology Plan available to all TK through 12th grade schools. Board discussed the used of the technology funding should it be awarded to TEAM. The E Rate guidelines clearly state items considered as acceptable purchases with awarded funds for both hardware and software items.

Motion: Tod Hill

Second: Debbie Vallejo

PASSED 6-YES 0-NO 0-Abstain

ACTION ITEM 5: Approve Certificated Pay Scale

Discussion: Overview presented by D. Eison.

Motion: Tony Sajor

Second: Candy Vargas

PASSED 5-YES 0-NO 1-Abstain (D. Vallejo)

INFORMATION ITEM 1: Conflict of Interest Form 700 – D. Eison
Debbie Eison asked the Board to complete and return the Form 700 via email or hard copy for this year.

INFORMATION ITEM 2: Principal's Report - H. Lucero

Ms. Lucero was unable to attend meeting.

INFORMATION ITEM 3: Incoming Principal - M. Cavazos

D. Eison introduced Marlesse Cavazos, incoming principal for the 2014-2015 school year. Ms. Cavazos provided a brief history and a few of her ideas for the upcoming year.

INFORMATION ITEM 4: CFO – D. Wacker

- ASES - This program has operated throughout this year well within budget. Director Artellan was issued an iPad to assist with reporting and record keeping. Next year's budget is in the process of being developed. Program funding should be \$112,000, which is the same amount as the current year.
- EPA - Adjusted \$4,000 less by SUSD. TEAM has received \$174,000 or the \$309,000 due. The remainder should be received in July and/or August.
- Budget to Actual Summary - Last year TEAM had a negative cash flow. In the 2014-2015 school year TEAM will break even. Additional revenue is due from the State, Federal, and SB740 funds.

INFORMATION ITEM 5: Deputy Executive Director's Report – D. Vallejo

- Current Enrollment at 358
- 2014-2015 Enrollment is at 464
- May 3, 2014 Registration Event for new students went smoothly. TEAM, CCCI Enrollment, Nutrition, and ASES programs were all represented. Enrollment process is continuing.
- Attendance for May was 96.01%, which is up 1% over the last 2 months.
- Teacher interviews are continuing. Open positions: First, Second, Fourth, Resource, and Art.
- Contracts have been presented and signed for the upcoming school year for returning teachers and classified staff.
- Aldrich Sabac (4th Grade Teacher) and Brian Batugo (Kindergarten Teacher) were honored as "Outstanding New Teachers" at the Phi Delta Kappa dinner on May 21st.
- TEAM has hired a Weber Institute student to assist with website renovation and other social media items.
- There are 4 additional clerical and custodial assistants from WorkNet who will be working at TEAM through the summer.
- TEAM is working with WorkNet and Delta Charter to provide adult education opportunities. The program will give adults who

qualify for enrollment, the opportunity to complete their high school education via 3 avenues. Flyers have been sent home to TEAM parents announcing the partnership.

- An unauthorized local resident came into the school and was promptly ushered out. The incident was reported to SPD who were familiar with the resident saying he is an elderly gentleman with dementia.
- List of education acronyms was provided to the Board per their request.

INFORMATION ITEM 6: Executive Director's Report – D. Eison

- Ongoing discussion with Charter School Capitol Investment Group and Cort Properties regarding the possible purchase of 600 East Main Street, as well as purchase and renovation of 625 East Market Street.
- Delta Charter School/WorkNet/TEAM Charter School Adult Education Partnership – Delta Charter, Led by Jeff Tilton, submitted a proposal for services to TEAM and WorkNet to provide education services to adults working toward the completion of their high school education requirements. The first student will register on May 29th.
- HC ABLE Scholarship dinner was held May 17th and attended by John Solis, Debbie Vallejo, M/M Cavazos, Loretta Young, and I.
- Sixty tickets were sold for the May 3rd TEAM night at the Stockton Ports baseball game. All who attended had a great time.
- Tickets for the June 6th SF Giants game are available for \$45 each, which will include charter bus transportation to and from the game as well as a bleacher seat ticket.
- Last Day of School Festivities:
 - Kindergarten Graduation is at 9:30AM
 - Fifth Grade Promotion is at 1:30PM
 - Board is invited to attend either or both ceremonies.
- Class Trips
 - 5th Grade Field Trip - Port's Game on Education Day
 - 4th & 5th Grade Field Trip - State Capitol, Capitol Museum, and IMAX Theater

- 3rd Grades - Pioneer Days at Micke Grove
- 2nd Grade - Discovery Museum in Lodi
- 1st Grade - Children's Museum of Stockton
- Last assembly of the school year will be on June 6th. Parent volunteers along with staff will be recognized.
- Last Day of School - June 12th for students and June 13th for teachers
- The nurse will be on campus to preview the health education movie that will be shown to 4th grade girls and 4th/5th grade girls and boys to the student's parents/guardians.

Discussion: None

Agenda Items for next Board meeting:

School Budget

Facilities

Curriculum

Board Member Termed Out

Preliminary Audit

Motion to adjourn at 7:21PM.

Motion: Debbie Vallejo

Second: Candy Vargas

PASSED 6-YES 0-NO 0-Abstain

MOTION APPROVED

MOTION DENIED

Yes _____ NO _____

ACTION ITEM 2

Date: June 23, 2014
TO: TEI Board of Directors
FROM: Debra Eison, Executive Director
SUBJECT: Accept Changes to the LCAP 3 Year Plan

IT IS RECOMMENDED:

That the LCAP mandated by CA Department of Education be adopted as amended.

REASONS FOR RECOMMENDATION:

The LCAP was adopted at the May 27, 2014 meeting. However, SUSD acknowledged that a mistake was made at the District office. The District supplied Team incorrect numbers for the LCAP Plan and budget. The difference in the numbers is shown below. The additional dollars were added to Goal #1: IMPROVE ACADEMIC PERFORMANCE.

FISCAL IMPLICATIONS:

Year 2014-15	\$290,584.	<u>+ \$57,128.00</u>
Year 2015-16	\$402,802	<u>+\$37,452.00</u>
Year 2016-17	\$263,042	<u>+\$49,688.00</u>

ACTION FOLLOWING APPROVAL OF THE MOTION:

The LCAP will be sent to SUSD.

MOTION APPROVED

MOTION DENIED

Yes _____ NO _____

ACTION ITEM 3

Date: June 23, 2014
TO: TEI Board of Directors
FROM: Debra Eison, Executive Director
SUBJECT: Adopt Team Budgets

IT IS RECOMMENDED:

That the Board adopt the 2014-15 Budgets including ASES, LCAP, Title 1 and EPA

REASONS FOR RECOMMENDATION:

The approved budgets are necessary for submission to SUSD and use in program planning for the upcoming year.

FISCAL IMPLICATIONS:

The approved budget is required to be submitted to SUSD prior to the beginning of the 2014-15 fiscal year.

ACTION FOLLOWING APPROVAL OF THE MOTION:

Budgets will be submitted to SUSD and utilized in program planning for the upcoming school year.

MOTION APPROVED

MOTION DENIED

Yes_____ NO_____

ACTION ITEM 4

Date: June 23, 2014
TO: TEI Board of Directors
FROM: Debra Eison, Executive Director
SUBJECT: Adopt Protected Prayer Certification Statement

IT IS RECOMMENDED:

That the Board adopt the Protected Prayer Statement as required by the ConApp

REASONS FOR RECOMMENDATION:

The Protected Prayer Statement ensures that schools allow individuals the right to constitutionally protected prayer in public schools.

Submission of Certification of Assurances is required every fiscal year.

The Protected Prayer Certification Statement is in addition to the

Consolidated Application Certification Statement:

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

Required fields are denoted with an asterisk ().*

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

* The authorized representative agrees to the above statement: No Yes

Authorized Representative's Full Name:

Authorized Representative Title:

Authorized Representative Signature Date: (ex. 04/30/2012)

FISCAL IMPLICATIONS:

The Consolidated Application is necessary in order to secure the differentiated funding streams the school is eligible for.

ACTION FOLLOWING APPROVAL OF THE MOTION:

The Consolidated Application will be prepared and brought to the Board for approval prior to submission.

MOTION APPROVED

MOTION DENIED

Yes _____ NO _____

ACTION ITEM 5

Date: June 23, 2014
TO: TEI Board of Directors
FROM: Debra Eison, Executive Director
SUBJECT: ADOPT REVISED TECHNOLOGY PLAN

IT IS RECOMMENDED:

That the TEI Board adopt the revised E-Rate Technology Plan.

REASONS FOR RECOMMENDATION: As stated in *Title 47, Code of Federal Regulations* section 54.508, a technology plan is required before an E-rate applicant starts receiving discounted services. The three-year E-rate technology plan has four approval criteria:

- The plan must include a clear statement of goals and a realistic strategy for using telecommunications and information technology to improve education or library services.
- The plan must include a professional development strategy to ensure that staff understands how to use these new technologies to improve education or library services.
- The plan must include an assessment of the telecommunication services, hardware, software, and other services that will be needed to improve education or library services.
- The plan must include an evaluation process that enables the school or library to monitor progress toward the specified goals and make mid-course corrections in response to new developments and opportunities as they arise.

FISCAL IMPLICATIONS:

Having an adopted Technology Plan allows TEAM additional flexibility with e-rate funds and access to additional grants.

ACTION FOLLOWING APPROVAL OF THE MOTION:

The CDE has delegated its authority for approving E-rate technology plans to certified technology plan approvers. The LEA will submit its E-rate only technology plan to the County Office of Education.

MOTION APPROVED

MOTION DENIED

Yes _____ NO _____

ACTION ITEM 6

Date: June 23, 2014
TO: TEI Board of Directors
FROM: Debra Eison, Executive Director
SUBJECT: Approve Curriculum Purchase

IT IS RECOMMENDED:

That the Board approves the curriculum purchase recommended by the Team Curriculum Committee.

REASONS FOR RECOMMENDATION:

A team of TEAM teachers met and reviewed various ELA curricula. The team selected Reading Wonders and presented the curriculum samples to the entire staff for review.

A description of the curriculum states:

*Reading Wonders is the **first and only reading program** designed specifically for the Common Core State Standards for Reading/Language Arts. Combining research-based instruction with new tools to meet today's challenges, every component and every lesson is designed for effective and efficient CCSS instruction.*

The program provides unmatched support for

- *Building a strong reading foundation*
- *Accessing complex text*
- *Finding and using text evidence*
- *Engaging in collaborative conversations*
- *Writing to sources*

Using a rich range of diverse print and digital media, Wonders provides the instructional support and materials you will only find in a program that was created to teach the rigor, intent, and depth of the new Common Core State Standards.

FISCAL IMPLICATIONS:

The estimate for purchase of the materials including the digital media component is approximately \$52,000.

ACTION FOLLOWING APPROVAL OF THE MOTION:

The order for the curriculum will be placed.

MOTION APPROVED

MOTION DENIED

Yes _____ NO _____

ACTION ITEM 7

Date: June 23, 2014
TO: TEI Board of Directors
FROM: Debbie Vallejo
SUBJECT: Adopt Revised Administrative Services Agreement

IT IS RECOMMENDED:

That the Administrative Services Agreement between Team and CCCI be revised.

REASONS FOR RECOMMENDATION:

Team entered into an agreement with CCCI to provide back office and administrative services support during the first three years of operation. TEAM has met targeted enrollment goals. The LCFF promises an increased revenue flow with fewer deferrals. TEAM is able to fully absorb the position of Deputy Director into its budget. The compensation amount for the Administrative Services Agreement between Team and CCCI will be reduced to reflect that change.

FISCAL IMPLICATIONS:

The Administrative Services Agreement will be reduced from \$8,900.00 monthly to \$ 4,733.00 monthly.

ACTION FOLLOWING APPROVAL OF THE MOTION:

Contract will be signed and Agreement put into place for the _____

MOTION APPROVED

MOTION DENIED

Yes _____ NO _____

CREATIVE CHILD CARE, INC.
ADMINISTRATIVE SERVICES AGREEMENT

This agreement (“Agreement”) is made effective as of the date below, between **TRANSFORMATIONAL EDUCATION, INC.**, a California nonprofit public benefit corporation (applied) whose address is 921 N El Dorado St. Stockton, CA 95202 (the “School”) and **CREATIVE CHILD CARE, INC.**, a California nonprofit public benefit corporation whose address is 4719 Quail Lakes Drive, G-237, Stockton, CA 95207 (“Contractor”).

WHEREAS, the School is engaged in the business of developing and educating children, including the operation of Transformational Education Academy, a California public charter school; and

WHEREAS, the School desires to engage the administrative services of the Contractor, as an independent contractor and not as an employee, to render services on the terms and conditions in this Agreement; and

WHEREAS, Contractor has employees who are experienced and competent to provide administrative services and Contractor desires to render services for the School on the terms and conditions provided in this Agreement; and

WHEREAS, the governing boards of the School and Contractor have concluded that, as to their respective corporations, entering into this Agreement serves the primary and specific purposes of supporting, benefiting and furthering the charitable purposes for which they were established;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Independent Contractor Status

The School intends Contractor to be an independent contractor in the performance of the services. Contractor will have the right to control and determine the methods and means of performing the contractual services, provided that such performance shall consistent any School policies, applicable provisions of the School’s charter and subject to the supervision and direction of the School’s Board of Directors. Contractor will not hold itself out to be an employee of School, nor will Contractor represent that Contractor has the ability to bind School based on any provisions of this Agreement. School will not withhold Social Security or Medicare taxes from Contractor’s payments or make such tax payments on Contractor’s behalf, or withhold state or

federal income tax from Contractor's payments or make state or federal unemployment contributions on Contractor's behalf. Contractor shall be solely responsible for paying the foregoing and for otherwise complying with all other employment law requirements with respect to Contractor and its employees. Contractor shall obtain, and has obtained workers' compensation coverage for all personnel performing services pursuant to this Agreement. Contractor shall maintain such workers' compensation coverage for the duration of this Agreement, and School shall not be responsible to procure such coverage.

Services

1. Subject to the direction and supervision of the School's Board of Directors, the specific services to be rendered by Contractor to the School consist of the following:

Business Management

- Subject to the direction of the School's Board of Directors, Contractor shall maintain and oversee business management of the School.

Data Input Services

- Data input for school enrollment processing using the School's gathered information.
- Data input for financial planning process using the School's gathered information.

Comprehensive Financial Plans

- Prepare, analyze, and develop reports using appropriate software that matches the School's desired output.
- Develop projections and create scenarios to achieve specified goals of the School.
- Prepare and submit all the required local, state and federal reports for the School.
- Prepare budgets and financial forecasts.

Accounts Payable Services

- Gather, input and prepare all Accounts Payable information for the School.
- Prepare all vendor checks

- Prepare and submit all 1099's for the School

Accounts Receivable

- Gather, input and prepare all Accounts Receipts information for the School.
- Make all bank deposits for all receipts.

Human Resources Management

- Recruit all new prospective employees for the School.
- All benefits including Health, Life and other insurances will be maintained by the Human Resources ("HR") department.
- Training of new employees, along with a new hire package will be the responsibility of the HR department.

Payroll Services

- Input and prepare all payroll for the School employees.
- Prepare all reports, 940's, 941's, etc. as required by the state and federal taxing agencies.
- Prepare W-2's and deliver those to all School employees.
- Deduct, submit and report all CALSTRS monies and matching monies.

Prepare reports as required by the California Department of Education ("CDE") to include but not be limited to the following:

- School Budget
- Local Educational Agency ("LEA") Plans and revisions
- Interim and Annual Reports to Stockton Unified School District ("SUSD")
- Annual Audit Reports filed with SUSD, State Controller and CDE
- All reporting related to Federal Funding, including Title I
- Facility Grant reporting

2. After receipt of all data and documents from the School as specified in Paragraph 9, and to the extent required under the specific services to be provided in

Paragraph 1, Contractor will process and coordinate information gathered, project known conditions as reported by the School into future assumptions, and provide reports or plans in written, concise formats as requested by the School.

3. Services are limited to those expressly described in Paragraphs 1 and 2 above; Contractor will not provide support in the area of legal recommendations or advice, complex taxation issues, insurance product recommendations, or investment advisory services.
4. All records of School to be kept separate from Contractor's records. Contractor shall provide access the School with access to such School records upon request and shall assist the School in responding to any request for records pursuant to the Public Records Act, California Government Code 6250 *et seq.*
5. School agrees that Contractor shall provide services of an executive director ("Executive Director") of the School during the term of this Agreement, provided that the Executive Director may delegate some or all of the Executive Director's services hereunder. The Executive Director's services shall include business management of the School subject to the direction and supervision of the School's Board of Directors. Contractor shall have discretion to determine the particular individual or individuals who shall perform such services.
6. School shall direct any communications regarding this Agreement, including any notices or communications regarding the performance of any services provided pursuant to this Agreement, solely to Contractor's representative identified in Paragraph 22 (Notices) of this Agreement. Contractor shall be solely responsible determining the terms of conditions of employment of Contractor's employees, including the performance of any reviews or performance evaluations. Contractor shall also have the right to protect its employees in the event of harassment by School, including any of School's employees and agents, including but not limited to terminating all or a portion of the services to be performed pursuant to this Agreement.
7. Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in its sole discretion, sees fit.

Use of Agents

8. Contractor is authorized to engage the services of any agents, i.e., assistants, persons, or corporations that it determines proper to aid or assist in the proper performance of the services to be provided hereunder.

Compensation

9. Compensation for all services performed under this Agreement shall not exceed four thousand seven hundred thirty three dollars (\$4,733) per month. Contractor will provide a monthly invoice detailing the services provided, and the School's payment shall be due within (30) calendar days of invoiced date. Due to the State Deferral of Revenue, if both parties agree, the monthly payments may be accrued by the School until the deferred revenues have been received from the State, after that time all late payments may be assessed a 1.5% penalty fee each month, or the maximum amount allowable by law, whichever is less. Services may be suspended if payment is not received within thirty-five (35) calendar days of invoiced date. The parties agree that this compensation was developed in accordance with the customary and prevailing compensation level in the community and surrounding areas for comparable services.
10. Any changes in the scope of the original project or plan may result in additional costs; however, any increase in the total monthly cost shall be subject to approval of the School. In the event this Agreement is terminated for any reason, School will be billed for the actual time spent by Contractor through the date that Contractor received written notice of the termination.
11. In addition to the fee specified in Paragraph 9, Contractor is entitled to reimbursement for out of pocket expenses, including travel, meals and other similar out of pocket expenses incurred by Contractor. Such expenses are payable on presentation of a statement of their amount to the School.
12. If the School requires additional services not included in this Agreement, the fee for the services must be negotiated and paid separately.

Devotion of Time

13. Contractor will devote the time that is reasonably necessary for a satisfactory performance to the performance of its duties under this Agreement. If the School requires additional services not included under this Agreement, Contractor will make a reasonable effort to fit those additional services into its time schedule without decreasing the effectiveness of performance of duties required under this Agreement. However, the availability of additional services is subject to the provisions for additional fees for additional services as discussed in Paragraph 12 above.

Obligations of School

14. School agrees to gather and furnish all the necessary data for Contractor. School agrees that the data provided by School or compiled by School will be accurate

and complete. Additional data requests due to incomplete information provided to Contractor will be billed at an applicable rate.

15. School acknowledges that it is School's responsibility to disclose to the School Board its relationship with Contractor as a third party provider of services.
16. Contractor will not be responsible for errors, omissions or misinterpretations between the School and the School's Board of Directors.
17. School's Board of Directors will discharge its fiduciary duty to the School, including oversight of Contractor's delivery of services under this Agreement.

Confidential Information

18. The parties agree to comply with the laws related to student records including the Family Educational Rights and Privacy Act ("FERPA"). Each party shall treat, and shall cause its employees and agents as listed in Paragraph 8 (Use of Agents) to treat, any information and data concerning either party, without limitation, information and data relating to their respective business, financial information, personal information, proprietary information and the like which may come within the knowledge of a party or its employees or agents in the performance of, or in connection with services provided under this Agreement as confidential information and data, and shall not disclose such confidential information and data to others during or subsequent to the performance of the services under this Agreement (except as necessary to perform such services) without prior written approval of the other party. No such confidential information or any part thereof may be disclosed, provided or made available in any medium to any consultant, contractor, or other third party unless the parties have executed an agreement in writing to protect confidential information if required by law, including FERPA, and prior written approval of the other party has been obtained. These obligations shall survive the termination or expiration of this Agreement.

Entire Agreement

19. This Agreement constitutes the sole and only agreement of the parties respecting this subject matter and supersedes and prior understanding or written or oral agreements between the parties respecting this subject matter.

Assignment

20. Except as permitted pursuant to Section 8 of this Agreement (Use of Agents), neither this Agreement nor any duties or obligations may be assigned by either party without the prior written consent of the other party. In the event of an

assignment to which the other party has consented, the assignee or the assignee's legal representative must agree in writing with the other to personally assume, perform, and be bound by all the provisions of this Agreement.

Governing Law

21. This Agreement, and the rights and duties of the parties under it, are governed by the laws of the State of California.
22. Each and every provision of law and clause required law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein.

Amendment

23. This Agreement may be amended by the mutual agreement of the parties to it, in a writing signed by both parties to be attached to and incorporated in this agreement.

Legal Construction

24. In the event that any one or more of the provisions contained in this agreement is for any reason be held to be invalid, illegal, or unenforceable in any respect that invalidity, or unenforceability will not affect any other provisions, and the Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Term

25. The term of this Agreement shall commence on July 1, 2014 and continue for a term of 24 months (expiring on June 30, 2016), unless terminated earlier by either party as provided herein.

Termination

26. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement after providing at least thirty (30) calendar days written notice identifying the default and/or material breach and a reasonable opportunity to cure. In the event such default or material breach is not cured within the required timeframe, the non-breaching party may send a notice of termination which shall be effective immediately upon receipt of such notice by breaching party. For purposes of this section, material breach of this Agreement includes, but is not limited to, the School's failure to make timely payments for Contractor's services.

Any suspension of services due to failure to make such payment shall not waive Contractor's right to terminate this Agreement.

27. Either party may terminate this Agreement without cause upon sixty (60) days written notice of termination without cause.
28. Upon termination by either party under Paragraphs 26 or 27 of this Agreement, School shall pay Contractor any outstanding service fees and expenses incurred by Contractor prior to the effective date of termination.
29. On termination or expiration of this Agreement, the parties shall return any all property and records of the other party, provided Contractor may keep copies of records created or received in the performance of this Agreement as allowable by law.

Indemnity

30. To the maximum extent allowable by law, the School agrees to indemnify, defend and hold Contractor, its officials, officers, directors, employees, agents and volunteers ("Indemnified Parties") free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs that such entities or persons shall incur, including but not limited to claims concerning wages, harassment or hostile work environment, that arise out of, pertain to, relate to or in any way are connected to an alleged act or omission of the School, or a breach by the School of any representation or agreement contained in this Agreement. The School's indemnity, hold harmless and defense obligation shall apply regardless of any negligence of Indemnified Parties, except to the extent caused by the sole negligence or willful misconduct of Indemnified Parties, and such obligation shall survive the expiration or termination of this Agreement.

Dispute Resolution

31. Should a dispute of any nature arise under the Agreement, the parties shall attempt to resolve the dispute through mediation services at the request of either party. The parties shall each bear their respective costs of mediation and equally contribute to the fees of a mutually agreed upon mediator.

Notices

32. Any notices required to be given under this Agreement by either Party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the respective party at the address shown at the top of this

Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth (5th) day after mailing, whichever occurs first. Notices shall be addressed to the attention of:

To Contractor: Debra Eison

To the School: Deborah Vallejo

Disclosure

33. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding. Each party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of such party, and that the undersigned has been duly authorized to execute this Agreement.

Ratified on _____.

Contractor:

CREATIVE CHILD CARE, INC.

By: _____

Debra Eison

School:

TRANSFORMATIONAL EDUCATION, INC.

By: _____

INFORMATION ITEM 1

DATE: June 23, 2014
TO: TEI Board of Directors
FROM: Debbie Eison, ED
SUBJECT: Facility Update

BACKGROUND:

Information will be available at the meeting.

INFORMATION ITEM 2

DATE: June 23, 2014
TO: TEI Board of Directors
FROM: Doug Wacker
SUBJECT: CFO Report

Information and Reports attached as separate item.

INFORMATION ITEM 3

DATE: June 23, 2014
TO: TEI Board of Directors
FROM: Debbie Vallejo, DD
SUBJECT: Report

Report will be available at the meeting

INFORMATION ITEM 4

DATE: June 23, 2014
TO: TEI Board of Directors
FROM: Debbie Eison, ED
SUBJECT: Report
