



Board of Directors Meeting
Meeting Location: 675 41st St. Oakland, CA 94609
Call in Location: 4250 Wine Creek Road Healdsburg, CA 95448
Call in number: 641-715-3580, ID# 820-840
May 10th, 2018
6 PM

Vision & Mission

Yu Ming Charter School will provide a challenging and comprehensive education for Kindergarten through 8th grade students, preparing them to be inquisitive and analytic lifelong learners in the 21st Century world. Our mission is:

- *To provide an academically rigorous college preparatory program*
- *To graduate students with bilingual and biliterate skills in Mandarin-Chinese and English*
- *To nurture intellectual curiosity, international perspective and diligence in attaining personal goals*
- *To develop young people with compassion, sound moral character and a sense of responsibility for the community and the environment*

I. Preliminary

- A. **CALL TO ORDER**
- B. **ROLL CALL**
- C. **APPROVAL OF AGENDA**

II. INVITATION TO THE PUBLIC TO ADDRESS THE BOARD

III. CONSENT AGENDA (10 mins)

- A. Approval of March 2018 minutes
- B. Approve February and March 2018 check registers
- C. Update on Yu Ming's Fundraising activities and progress towards meeting goals

IV. ITEMS OF BUSINESS

- A. Principal's report (Principal Park) (15 mins)

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

Members of the public are welcome to speak on any agenda or non-agenda items so long as the matter pertains to the domain and jurisdiction of the school board. Public testimony on non-agenda items will be heard at the opening of the meeting. Public testimony on agenda items will take place as each item is presented. The Board's presiding officer reserves the right to impose reasonable time limits on public testimony.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the *Rehabilitation Act of 1973* and the *Americans with Disabilities Act of 1990*, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Yu Ming Charter School during normal business hours at 1086 Alcatraz Ave, Oakland, CA 94608; telephone (510) 452-2063 as far in advance as possible, but no later than 24 hours before the meeting.

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact:
Yu Ming Charter School at 1086 Alcatraz Ave, Oakland, CA 94608; telephone (510) 452-2063



1. Includes FSO report

B. Finance Committee (Jessica Norman) (25 mins)

1. Discussion March financial report
2. Discussion 2018-19 draft budget
3. Vote ExED contract for 2018-19

C. Diversity and Enrollment Committee (Ron Lewis) (15 mins)

1. Discussion April report on diversity to ACOE

D. Facilities Committee (Lucia Hwang) (15 mins)

1. Discussion Facilities Committee Update

E. Funds Committee Reports (Eric Peterson) (15 min)

1. Discussion Planning for Capital Campaign

F. Enrollment Discussion (Eric Peterson) (25 min)

1. Discussion Regarding potentially expanding enrollment by adding a 4th kindergarten class at Yu Ming (this is not up for a vote at this meeting)

G. Berkeley Board Fellows Report (Stan Kwon, Karan Jhavar) (15 min)

1. Discussion Presentation on the strategic planning work conducted by Berkeley Board Fellows (Discussion)

H. Strategic Planning (Sonali Nijhawan) (25 min)

1. Discussion Feedback from Board members and Board Committees on draft YM identity elements from retreat and draft Mission, Vision, Values statements (40 mins)

V. REVIEW OF ACTION ITEMS AND FUTURE AGENDA ITEMS

VI. ADJOURNMENT

The meeting was adjourned at _____.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

Members of the public are welcome to speak on any agenda or non-agenda items so long as the matter pertains to the domain and jurisdiction of the school board. Public testimony on non-agenda items will be heard at the opening of the meeting. Public testimony on agenda items will take place as each item is presented. The Board's presiding officer reserves the right to impose reasonable time limits on public testimony.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the *Rehabilitation Act of 1973* and the *Americans with Disabilities Act of 1990*, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Yu Ming Charter School during normal business hours at 1086 Alcatraz Ave, Oakland, CA 94608; telephone (510) 452-2063 as far in advance as possible, but no later than 24 hours before the meeting.

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact:
Yu Ming Charter School at 1086 Alcatraz Ave, Oakland, CA 94608; telephone (510) 452-2063



Board of Directors Meeting

675 41st St.

Oakland, CA 94609

March 3rd, 2017

8:30 AM

Vision & Mission

Yu Ming Charter School will provide a challenging and comprehensive education for Kindergarten through 8th grade students, preparing them to be inquisitive and analytic lifelong learners in the 21st Century world. Our mission is:

- *To provide an academically rigorous college preparatory program*
- *To graduate students with bilingual and biliterate skills in Mandarin-Chinese and English*
- *To nurture intellectual curiosity, international perspective and diligence in attaining personal goals*
- *To develop young people with compassion, sound moral character and a sense of responsibility for the community and the environment*

I. Preliminary

A. CALL TO ORDER

B. ROLL CALL

NAME	PRESENT	ABSENT
Lucia Hwang	X	
Joy Lee	X	
Ron Lewis	X	
Julie Mikuta	X	

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

Members of the public are welcome to speak on any agenda or non-agenda items so long as the matter pertains to the domain and jurisdiction of the school board. Public testimony on non-agenda items will be heard at the opening of the meeting. Public testimony on agenda items will take place as each item is presented. The Board's presiding officer reserves the right to impose reasonable time limits on public testimony.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the *Rehabilitation Act of 1973* and the *Americans with Disabilities Act of 1990*, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Yu Ming Charter School during normal business hours at 1086 Alcatraz Ave, Oakland, CA 94608; telephone (510) 452-2063 as far in advance as possible, but no later than 24 hours before the meeting.

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact:
Yu Ming Charter School at 1086 Alcatraz Ave, Oakland, CA 94608; telephone (510) 452-2063



Sonali Nijhawan	X	
Jessica Norman	X	
Eric Peterson	X	
Brianna Swartz	X	
Ethan Warsh	X	

C. APPROVAL OF AGENDA

Moved by: Brianna Swartz

Motion second by: Julie Mikuta

Result: Approved

II. INVITATION TO THE PUBLIC TO ADDRESS THE BOARD

III. CONSENT AGENDA (10 mins)

A. Approval of December 14, 2017 minutes

B. Approve November and December 2017 check registers

Moved by: Julie Mikuta

Motion second by: Lucia Hwang

Result: Approved

IV. ITEMS OF BUSINESS

A. Principal's report (Principal Park) (15 mins)

1. Include FSO report

Highlights from Principal's report:

- Lots of training and professional development upcoming in March offsite: with OC office of education, Compass Camp (for SEL, accepted as part of the cohort, then will implement "circle model"), CA Charter School Conference (Sue will be part of a panel)

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

Members of the public are welcome to speak on any agenda or non-agenda items so long as the matter pertains to the domain and jurisdiction of the school board. Public testimony on non-agenda items will be heard at the opening of the meeting. Public testimony on agenda items will take place as each item is presented. The Board's presiding officer reserves the right to impose reasonable time limits on public testimony.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the *Rehabilitation Act of 1973* and the *Americans with Disabilities Act of 1990*, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Yu Ming Charter School during normal business hours at 1086 Alcatraz Ave, Oakland, CA 94608; telephone (510) 452-2063 as far in advance as possible, but no later than 24 hours before the meeting.

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact:
Yu Ming Charter School at 1086 Alcatraz Ave, Oakland, CA 94608; telephone (510) 452-2063



- China trip for 7th graders - Beijing and school exchange in Ningbo, Yangshuo and Guilin, service project at school (Sue out for 10 days, both directors out for 2 weeks)
- Facilities - FYI in Prop 51 \$7.5M half in grant, half in loan - will need to decide if we go forward with this, Prop 39E (energy efficiency - applied for for MLK too)
- Partnership Development (in discussion) - pipeline of teachers for the future, part of Teach Oakland collaborative, looking at partnerships with graduate schools of education - some existing but now trying to make more formal (important for visas for teachers), also thinking about teaching residency program (need cohort of 20 for immersion-specific, potentially for those that will be going back to China to teach)
- Equity and Inclusion work - lots going on, summary of work in report
- Upcoming 4/28 auction and benefit - will be at the Marriott, request for Board donations will be part of this (board match)
- **FSO:** Upcoming family stories night (families write stories together, ways to share with kids), looking at recruitment for next year's leadership, attendance similar to previous years but thinking about ways to continue strong engagement (e.g. share profiles of committee chairs)

B. Finance Committee (Jessica Norman) (30 mins)

1. Vote Tax Return forms 990 and 199 for FY17

Note: Updates will be made to language on school description for 2016-17

Moved by: Eric Peterson

Motion second by: Julie Mikuta

Result: Approved

2. Vote 3-Year Audit Engagement Letter

New 3 year contract with same firm as previously used - max increase on longer contract; vote is for new contract that has termination clause and specifies rotation of partners within the firm

Moved by: Ron Lewis

Motion second by: Julie Mikuta

Result: Approved

3. Discussion January Financials

- Highlights: LCFF funding - CA propose to close gap on target, but still unanticipated higher costs (esp STRS) = estimated \$500/student for next year but once we're at this

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

Members of the public are welcome to speak on any agenda or non-agenda items so long as the matter pertains to the domain and jurisdiction of the school board. Public testimony on non-agenda items will be heard at the opening of the meeting. Public testimony on agenda items will take place as each item is presented. The Board's presiding officer reserves the right to impose reasonable time limits on public testimony.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the *Rehabilitation Act of 1973* and the *Americans with Disabilities Act of 1990*, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Yu Ming Charter School during normal business hours at 1086 Alcatraz Ave, Oakland, CA 94608; telephone (510) 452-2063 as far in advance as possible, but no later than 24 hours before the meeting.

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact:
Yu Ming Charter School at 1086 Alcatraz Ave, Oakland, CA 94608; telephone (510) 452-2063



point will not see as significant increases YoY; will be looking at 5 year budget coming up to more accurately estimate; SB740 CA looking to provide more funding (program is oversubscribed though so funding only at ~75%, abuse of program by some CMOs, won't know final #s until Aug), one-time funding also being considered (will need to account for that as not an annual source of revenue); need to be conscious of STRS (salary + health and welfare in considering employee compensation)

- Attendance holding up to target; for expenses main variance is personnel and operations (MLK rent, improvements); also will be savings of ~\$35K from no rent at Herzog campus; forecasting to hit 15% at cash reserve at end of year

4. Vote Second Interim Financial Report

Moved by: Jessica Norman

Motion second by: Lucia Hwang

Result: Approved

5. Vote Line of Credit Renewal

Will consider for following year (after this contract) increasing the amount as school is growing; potentially look into other options for line of credit (ExED has some other contacts to investigate for future)

Moved by: Lucia Hwang

Motion second by: Julie Mikuta

Result: Approved

C. Education Committee (Julie Mikuta) (10 mins)

1. Vote Proposal to adopt the El Dorado County Charter SELPA Local Plan and its updated Governance and Administration Chapter

Objective of participation is to lower costs for sourcing by participating in a coalition of charter schools; new guidelines written into contract (no change in the way we engage, only standards that we agree to); have not directly explored between this and OUSD (local) SELPA - usually bc of cost; has been a good experience working with El Dorado but potential constraints are around serving children with specific needs (may need to go to OUSD to get resources against this); purpose of participation is district to be a part of for SpED (consultation, not providing actual services)

Moved by: Julie Mikuta

Motion second by: Ron Lewis

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

Members of the public are welcome to speak on any agenda or non-agenda items so long as the matter pertains to the domain and jurisdiction of the school board. Public testimony on non-agenda items will be heard at the opening of the meeting. Public testimony on agenda items will take place as each item is presented. The Board's presiding officer reserves the right to impose reasonable time limits on public testimony.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the *Rehabilitation Act of 1973* and the *Americans with Disabilities Act of 1990*, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Yu Ming Charter School during normal business hours at 1086 Alcatraz Ave, Oakland, CA 94608; telephone (510) 452-2063 as far in advance as possible, but no later than 24 hours before the meeting.

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact:
Yu Ming Charter School at 1086 Alcatraz Ave, Oakland, CA 94608; telephone (510) 452-2063



Result: Approved

D. Facilities Committee (Lucia Hwang) (20 mins)

1. Vote Contract to engage Kevin Lynch and Gregory Hunter, commercial real estate brokers, in search for permanent site acquisition
 - No cost associated with this contract

Moved by: Eric Peterson
Motion second by: Julie Mikuta
Result: Approved
2. Discussion Facilities Committee Update
 - Highlights: Relocation of Alcatraz, Prop 51 were chosen (for Herzog though, need to decide if it's what we want to pursue with bigger picture), looking at options for expansion at MLK (building new campus at the site, most realistic consolidation option at existing sites, looking at engaging one of four architecture firms for concepts - understand what is possible on this campus in order to bring to Diocese for discussions, may or may not be about vacating existing building), need to consider alternatives with Herzog Prop 51 and MLK construction (Diocese open to discussions); looking at engaging brokers for looking at other facilities (vote above); starting to look at finances against this esp in the event of new construction - need to answer the question on "what can we afford", will be large undertaking with dedicated involvement to these efforts; looking for more involvement - parents/board members; want to form capital campaign committee/consultant in Spring to help with this (as well as combo of Funds, Facilities, Finance); will continue to explore all avenues through CY 2018 to understand all options

E. Strategic Planning (Sonali Nijhawan & Eric Peterson) (4 hrs)

1. Discussion Review Educate78's "Readiness to Grow" Report and discuss Yu Ming's potential to grow (120 mins)
 - **Board Takeaways on strengths/opportunity areas:** Strong program, longer term initiatives more for a challenge, day-to-day less opinion on/less top of mind, facilities/human capital are a significant risk, lots of positive votes around investing in staff, human capital and program are intertwined
 - **Bellwether Takeaways:** See attachment:

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

Members of the public are welcome to speak on any agenda or non-agenda items so long as the matter pertains to the domain and jurisdiction of the school board. Public testimony on non-agenda items will be heard at the opening of the meeting. Public testimony on agenda items will take place as each item is presented. The Board's presiding officer reserves the right to impose reasonable time limits on public testimony.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the *Rehabilitation Act of 1973* and the *Americans with Disabilities Act of 1990*, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Yu Ming Charter School during normal business hours at 1086 Alcatraz Ave, Oakland, CA 94608; telephone (510) 452-2063 as far in advance as possible, but no later than 24 hours before the meeting.

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact:
Yu Ming Charter School at 1086 Alcatraz Ave, Oakland, CA 94608; telephone (510) 452-2063



2. Discussion Determine/Update Yu Ming's Identity (100 mins)

Activity identified some priority areas for Yu Ming in who we are as an organization:

- Diversity
- Academic excellence for 21st century
- Inclusive, welcoming, joyful environment
- Leading Mandarin immersion
- Other focus areas: stability (financial, facilities) and teacher training

3. Discussion Determine Next Steps in Strategic Plan Development (20mins)

- Strategic Planning committee will meet with Head of School to determine next steps. Goal to have draft of plan for May meeting and vote on plan in August.

V. REVIEW OF ACTION ITEMS AND FUTURE AGENDA ITEMS

VI. ADJOURNMENT

The meeting was adjourned at 2:35 pm.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

Members of the public are welcome to speak on any agenda or non-agenda items so long as the matter pertains to the domain and jurisdiction of the school board. Public testimony on non-agenda items will be heard at the opening of the meeting. Public testimony on agenda items will take place as each item is presented. The Board's presiding officer reserves the right to impose reasonable time limits on public testimony.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the *Rehabilitation Act of 1973* and the *Americans with Disabilities Act of 1990*, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Yu Ming Charter School during normal business hours at 1086 Alcatraz Ave, Oakland, CA 94608; telephone (510) 452-2063 as far in advance as possible, but no later than 24 hours before the meeting.

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact:
Yu Ming Charter School at 1086 Alcatraz Ave, Oakland, CA 94608; telephone (510) 452-2063

**Yu Ming Charter School
Check Register**

From 2/1/2018 to 2/28/2018

Effective Date	Document Number	Name	Transaction Description	Transaction Amount
2/1/2018	1802011	STRIPE DASHBOARD	02/18: CREDIT CARD FEE	28.76
2/2/2018	1802021	STRIPE DASHBOARD	02/18: CREDIT CARD FEE	42.89
2/5/2018	1802051	STRIPE DASHBOARD	02/18: CREDIT CARD FEE	243.74
2/5/2018	1802051-1	CARDMEMBER SERVICE	11/17/17-12/17/17: CREDIT CARD PURCHASES	5,092.44
2/5/2018	1802052	PG&E	12/15/17-01/15/18: GAS & ELECTRIC (3514922506-8)	1,454.84
2/6/2018	1000336	ANDREA SIU	REIM: FIELD TRIP	100.00
2/6/2018	1000337	AVANT ASSESSMENT, LLC.	01/18: STAMP TESTING	3,686.90
2/6/2018	1000338	BRIANNA BROWN	REIM: FOOD FOR FSO MEETING	193.03
2/6/2018	1000339	CHRISTOPHER RUSSEL	01/18-02/18: AFTER SCHOOL GO ENRICHMENT	7,124.00
2/6/2018	1000340	CINDY LOPEZ	REIM: ECP AFTER SCHOOL SUPPLIES	94.82
2/6/2018	1000341	EBMUD PAYMENT CENTER	11/07/17-01/09/18: WATER & WASTE MANAGEMENT (47023778523)	304.87
2/6/2018	1000342	FAGEN, FRIEDMAN & FULFROST, LLP	12/17: LEGAL SERVICES	3,417.00
2/6/2018	1000343	HANNAH ACEVEDO	11/17-01/18: BEHAVIORAL CONSULTANT	4,343.75
2/6/2018	1000344	LISA HILLEY	REIM: SUPPLIES FOR STAFF APPLICATION EVENT	482.30
2/6/2018	1000345	LPG LIVE SCAN	01/18: FINGERPRINTS	165.00
2/6/2018	1000346	NOB HILL CATERING, INC.	01/18: STAFF LUNCHES	998.75
2/6/2018		NOB HILL CATERING, INC.	01/18: STUDENT LUNCHES	2,385.00
2/6/2018	1000347	OFFICE DEPOT	02/18: PAPER & TAPE	93.45
2/6/2018		OFFICE DEPOT	02/18: PAPER	72.53
2/6/2018	1000348	SHAMROCK OFFICE SOLUTIONS	01/18: SHIPPING FOR TONER	11.47
2/6/2018		SHAMROCK OFFICE SOLUTIONS	01/18: SHIPPING FEE FOR TONER	11.47
2/6/2018	1000349	WEI SHEN	REIM: CLASSROOM SUPPLIES	25.47
2/6/2018	1000350	WENDY LARSON	REIM: BART TICKETS FOR FIELD TRIP	150.00
2/6/2018	1000351	XINYI XU	01/18: TRAINING & SEMINAR	538.94
2/6/2018	1802061	STRIPE DASHBOARD	02/18: CREDIT CARD FEE	168.71
2/6/2018	1802062	PG&E	12/15/17-01/15/18: GAS AND ELECTRIC (2086434523-4)	978.43
2/7/2018	1802071	STRIPE DASHBOARD	02/18: CREDIT CARD FEE	18.63
2/7/2018	1802072	VANTIV INTERGRATED PAYMENT SOLUTIONS	01/18: PROCESSING SERVICE FEE	79.90
2/7/2018	1802073	AT&T	12/14/17-01/13/18: PHONE (960 761 3474 555 8)	1,124.34
2/8/2018	1802081	STRIPE DASHBOARD	02/18: CREDIT CARD FEE	49.24
2/9/2018	1802091	STRIPE DASHBOARD	02/18: CREDIT CARD FEE	4.58
2/12/2018	1000352	A PLUS CHARTER CONSULTING, INC.	02/18: LCAP COMPLETION	3,000.00
2/12/2018	1000353	BAY JANITORIAL SUPPLY, INC.	01/18: HAND TOWELS,BATH TISSUE,GLOVES,DRAWSTRING BAG	456.69
2/12/2018	1000354	CHARTERSAFE	03/18: GENERAL INSURANCE	3,254.00
2/12/2018	1000355	KAISER FOUNDATION HEALTH PLAN	03/18: HEALTH INSURANCE PREMIUMS FROM 12/26/17-01/25/18	14,348.23
2/12/2018	1000356	LMI.NET	01/18: COMPUTER MAINTENANCE SERVICES	240.00
2/12/2018	1000357	LYNN PERKINS	08/17-11/17: SCHOOL NURSE CONSULTANT	600.00
2/12/2018	1000358	NOB HILL CATERING, INC.	12/17: STUDENT BREAKFASTS	651.60
2/12/2018	1000359	OFFICE DEPOT	01/18: PAPER	137.61
2/12/2018	1000360	SHARON LEONG	REIM: COOKIE FACTORY TOUR	221.19
2/12/2018	1000361	WEI SHEN	REIM: MATH WORKBOOK	17.43
2/12/2018	1000362	WHITNEY DORMAN	REM: JW PEPPER LNY MUSIC	135.49
2/12/2018	1000363	YUE SHAO	REIM: LAMNATING POUCHES,NOTRBOOKS,DICE SET,STAPLER & STUDY B	478.00
2/12/2018	1802121	STRIPE DASHBOARD	02/18: CREDIT CARD FEE	15.50
2/13/2018	1000364	AIR CHINA	02/18: FLIGHT - CHINA TRIP (09MAR OF 27 PAX)	15,220.17
2/13/2018	1802131	STRIPE DASHBOARD	02/18: CREDIT CARD FEE	7.78
2/13/2018	1802132	PAYCHEX	02/18: PAYCHEX ERROR DEBIT TO BE REFUNDED	500.00
2/14/2018	1802141	STRIPE DASHBOARD	02/18: CREDIT CARD FEE	5.48
2/14/2018	1802142	WILD CHINA	02/18: CHINA FIELD TRIP REMAINING BALANCE	26,326.00
2/15/2018	1802151	STRIPE DASHBOARD	02/18: CREDIT CARD FEE	0.74
2/16/2018	1802161	STRIPE DASHBOARD	02/18: CREDIT CARD FEE	2.22
2/20/2018	1000365	CALSTRS PENSION2 PLAN ADMINISTRATION	01/18: 403B CONTRIBUTION (SEE BACK UP FOR DETAILS)	1,682.00
2/20/2018	1000366	DONAHUE FITZGERALD ATTORNEYS	01/18: LEGAL SERVICES	224.00
2/20/2018	1000367	KOPLIN DESIGN PARTNERS	12/17-01/18: PROJECT MANAGEMENT SERVICES	1,200.00
2/20/2018	1000368	LAW OFFICES OF YOUNG, MINNEY & CORR, LLP.	01/18: LEGAL SERVICES	998.47
2/20/2018	1000369	OFFICE DEPOT	01/18: PAPER	152.90
2/20/2018	1000370	SACRED HEART CHURCH	03/18: RENT	17,945.00
2/20/2018	1000371	SHAMROCK OFFICE SOLUTIONS	02/18: SHIPPING FOR TONER	11.47
2/20/2018		SHAMROCK OFFICE SOLUTIONS	02/18: SHIPPING FOR TONER	11.47
2/20/2018	1000372	ST. COLUMBA PARISH CHURCH	03/18: RENT	13,109.00
2/20/2018	1000373	STARLINE SUPPLY COMPANY	02/18: ROLL TOWELS, LATEX POWDER, LINERS	375.38
2/20/2018		STARLINE SUPPLY COMPANY	02/18: COMPOSTABLE LINERS	167.24
2/20/2018	1000374	U.S. BANK EQUIPMENT FINANCE	02/01/18-03/01/18: COPIER LEASE	2,220.25
2/20/2018	1000375	WEI SHEN	REIM: SUPPLIES FOR CHINESE NEW YEAR PERFORMANCE	54.08
2/20/2018	1000376	ZUM SERVICES INC	01/18: STUDENT TRANSPORTATION	112.00
2/20/2018	1802201	AT&T	01/26/18-02/25/18: PHONE (510 923-6171 284 2)	151.39
2/22/2018	1802221	STRIPE DASHBOARD	02/18: CREDIT CARD FEE	7.30
2/26/2018	1000377	ALAMEDA COUNTY OFFICE OF EDUCATION	02/18: STRS	45,005.20
2/26/2018	1000378	ALAMEDA COUNTY OFFICE OF EDUCATION	10/01/17-12/31/17: OVERSIGHT & MONITORING FEES	21,266.28
2/26/2018	1000379	ANTHONY SALGUERO	REIM: AFFINITY GROUP MEETING FOOD	223.45
2/26/2018	1000380	ARTHUR J. GALLAGHER & CO.	02/02/18-07/01/18: GLOBAL PACKAGE POLICY	1,240.00

**Yu Ming Charter School
Check Register**

From 2/1/2018 to 2/28/2018

Effective Date	Document Number	Name	Transaction Description	Transaction Amount
2/26/2018	1000381	CHUN CHI WANG	REIM: OUTSHINE WATER	65.89
2/26/2018	1000382	JAMIE GAO	REIM: RED RAPPER BANNERS,FASTENERS,RECYCLE MATERIALS & CLASS	45.04
2/26/2018	1000383	MING MING WU	02/18: PAYROLL	66.26
2/26/2018	1000384	SHULING DAVIS	REIM: STUDENT COSTUMES FOR CHINESE NEW YEAR	130.03
2/26/2018	1000385	YI WEN WU	REIM: CONSTRUCTION PAPER, ERASERS,BOOKS & PAINT	215.24
2/26/2018	1802261	STRIPE DASHBOARD	02/18: CREDIT CARD FEE	6.01
2/27/2018	1802271	STRIPE DASHBOARD	02/18: CREDIT CARD FEE	2.71
2/27/2018	1802272	VSP VISION CARE	03/18: VISION INSURANCE	211.61
2/28/2018	1490	AIR CHINA	RCL-01/18: AIRFARE FOR CHINA FIELD TRIP	0.00
2/28/2018	1801252	WILD CHINA	RCL-01/18: CHINA FIELD TRIP DEPOSIT	0.00
2/28/2018	1802142	WILD CHINA	RCL-02/18: CHINA FIELD TRIP REMAINING BALANCE	0.00
2/28/2018	1802281	STRIPE DASHBOARD	02/18: CREDIT CARD FEE	1.18
Total 9120 - Cash in Bank - Operating				206,004.23
Report Total				206,004.23

Yu Ming Charter School
Check Register

From 3/1/2018 to 3/31/2018

Effective Date	Document Number	Name	Transaction Description	Transaction Amount
3/1/2018	1495	TACUMA KING	03/18:SCHOOL PERFORMANCE ASSEMBLY	1,200.00
3/1/2018	1803011	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	5.87
3/2/2018	1496	NIKKA TURNER	03/18: PAYROLL	564.53
3/2/2018	1803021	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	1.48
3/5/2018	1803051	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	51.97
3/5/2018	1803051-1	CARDMEMBER SERVICE	01/18/18-02/17/18: CREDIT CARD PURCHASES	8,892.91
3/6/2018	1000386	A & G MUSIC PRODUCTS CO	10/17: MUSIC SUPPLIES	102.70
3/6/2018	1000387	ALEXIS GONZALES	REIMB: SUPPLIES FOR ART CLASS (ECP)	29.14
3/6/2018	1000388	BAY ALARM COMPANY	03/01/18-06/01/18: AGENT RESPONSE (21186820)	534.00
3/6/2018	1000389	BEST INSTRUMENT REPAIR CO.	02/18: GEMEINHARDT FLUTE	47.00
3/6/2018	1000390	CO POWER	03/18: DENTAL INSURANCE PREMIUM	1,828.57
3/6/2018	1000391	DAWN WILLIAMS FERREIRA	12/18: SPANISH CLASS CONSULTANT	150.00
3/6/2018		DAWN WILLIAMS FERREIRA	01/18: SPANISH CLASS CONSULTANT	675.00
3/6/2018		DAWN WILLIAMS FERREIRA	02/18: SPANISH CLASS CONSULTANT	375.00
3/6/2018	1000392	EXED	02/18: MANAGEMENT CONTRACT FEE, CALPADS & SIS SUPPORT	8,346.67
3/6/2018	1000393	FAGEN, FRIEDMAN & FULFROST, LLP	01/18: LEGAL SERVICES	167.50
3/6/2018	1000394	HANNAH ACEVEDO	02/18: BEHAVIORAL CONSULTANT	1,125.00
3/6/2018	1000395	INFINISOURCE BENEFIT SERVICES	03/18: COBRA INSURANCE PREMIUM	600.00
3/6/2018	1000396	INTERNATIONAL FIRE EQUIPMENT	02/18: FIRE HOSE AND NIPPLE REPLACEMENT AND INSPECTION	775.00
3/6/2018	1000397	J T LAWRENCE & CO.	02/18: ELEVATOR INSPECTION	175.00
3/6/2018	1000398	LEARNING HEADQUARTERS	01/18: TEACHERS WRITING TEXT TYPE INSERVICE	1,050.00
3/6/2018	1000399	NOB HILL CATERING, INC.	02/18: STUDENT BREAKFASTS	711.00
3/6/2018	1000400	OFFICE DEPOT	02/18: PAPER, PROTECTOR, TAPE & PAD	244.27
3/6/2018		OFFICE DEPOT	02/18: MARKER	17.09
3/6/2018		OFFICE DEPOT	02/18: PAPER & ENVELOPS	169.80
3/6/2018		OFFICE DEPOT	02/18: PAPER & FOLDERS	96.69
3/6/2018	1000401	PATRICIA LOW	REIM: STAPLER & MAGNET CLIPS	252.66
3/6/2018	1000402	SHAMROCK OFFICE SOLUTIONS	02/18: SHIPPING FOR TONER	11.47
3/6/2018		SHAMROCK OFFICE SOLUTIONS	12/01/17-02/28/18: COPIER LEASE OVERAGE CHARGE	2,632.70
3/6/2018	1000403	WHITNEY DORMAN	REIM: JAZZ BAND MUSIC	172.49
3/6/2018	1803061	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	172.03
3/6/2018	1803062	VANTIV INTERGRATED PAYMENT SOLUTIONS	02/18: PROCESSING SERVICE FEE	52.45
3/6/2018	1803063	PG&E	01/16/18-02/13/18: GAS AND ELECTRIC (2086434523-4)	1,358.23
3/6/2018	1803064	PG&E	01/16/18-02/13/18: GAS & ELECTRIC (3514922506-8)	1,818.83
3/7/2018	1803071	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	31.12
3/8/2018	1803081	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	26.15
3/8/2018	1803082	AT&T	01/14/18-02/13/18: PHONE (960 761 3474 555 8)	1,209.65
3/8/2018	1803083	FIRST REPUBLIC BANK	03/18: LOAN PREPAID FINANCE FEE	250.00
3/9/2018	1803091	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	5.56
3/12/2018	1803121	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	14.19
3/13/2018	1000404	BAY ALARM COMPANY	02/13/18-04/01/18: SPRINKLER INSPECTION FEE	157.14
3/13/2018	1000405	CATY WELCH	01/18-03/18: EDUCATIONAL CONSULTANT	1,812.50
3/13/2018	1000406	CELIA PASCUAL	03/18: MEALS FOR G7 CHINA TRIP	400.00
3/13/2018	1000407	CHARTERSAFE	04/18: WORKERS COMPENSATION	3,254.00
3/13/2018	1000408	CHRISTINA EDWARDS	REIM: SUPPLIES FOR ECP	35.06
3/13/2018	1000409	EDTEC, INC.	01/18: CONSULTING SERVICES	37.50
3/13/2018	1000410	HELEN MIN	REIM: SNACKS FOR STUDENTS & HAMSTER FOOD	138.28
3/13/2018	1000411	KAISER FOUNDATION HEALTH PLAN	04/18: HEALTH INSURANCE PREMIUMS FROM 01/26/18-02/25/18	14,348.23
3/13/2018	1000412	NOB HILL CATERING, INC.	02/18: STUDENT LUNCHES	1,332.00
3/13/2018	1000413	PING-GE WU	REIM: SUPPLIES FOR ECP	20.45
3/13/2018	1000414	SHAMROCK OFFICE SOLUTIONS	03/18: SHIPPING FOR TONER	11.47
3/13/2018	1000415	SYNCB/AMAZON	02/18: AMAZON DIGITAL SERVICES,WOOD CRAFT DOWELS,CONSTRUCTIO	1,406.44
3/13/2018	1803131	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	6.60
3/14/2018	1803141	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	30.54
3/15/2018	1803151	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	2.58
3/16/2018	1803161	STRIPE DASHBOARD	03/18: CREDIT CARD FEE REFUND	(1.61)
3/16/2018	1803162	EVENTBRITE	03/18: SERVICE AND PROCESSING FEE	82.60
3/19/2018	1803191	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	4.61
3/19/2018	1803192	STRIPE DASHBOARD	03/18: CREDIT CARD FEE REFUND	(1.05)
3/20/2018	1000416	ALAMEDA COUNTY OFFICE OF EDUCATION	01/18-03/18: STRS PROCESSING FEE	354.00
3/20/2018	1000417	BRANDING BOULEVARD	09/17: UNIFORMS	327.75
3/20/2018		BRANDING BOULEVARD	03/18: UNIFORMS	407.35
3/20/2018		BRANDING BOULEVARD	03/18: WATER BOTTLES,CAPS & TOTES FOR CHINA TRIP	455.36
3/20/2018	1000418	CATY WELCH	01/18-02/18: EDUCATIONAL CONSULTANT	2,031.25
3/20/2018	1000419	DANNY LAU	REIM: LIGHT BULBS	20.75
3/20/2018	1000420	DONAHUE FITZGERALD ATTORNEYS	01/18-02/18: LEGAL SERVICES	404.00
3/20/2018	1000421	DURHAM SCHOOL SERVICES	02/18: FIELD TRIP TRANSPORTATION	409.89
3/20/2018	1000422	GABRIEL LOCK & KEY	03/18: COMMERCIAL PANIC BAR INSTALLATION	173.53
3/20/2018	1000423	LAW OFFICES OF YOUNG, MINNEY & CORR, LLP.	02/18: LEGAL SERVICES	867.82
3/20/2018	1000424	LISA HILLEY	REIM: SUPPLIES FOR STAFF APPRECIATION EVENT	741.29
3/20/2018	1000425	OFFICE DEPOT	03/18: LABEL CODING,CARTRIDGE,MARKERS	55.89
3/20/2018		OFFICE DEPOT	03/18: PENS	6.00

Yu Ming Charter School
Check Register

From 3/1/2018 to 3/31/2018

Effective Date	Document Number	Name	Transaction Description	Transaction Amount
3/20/2018	1000426	SACRED HEART CHURCH	04/18: RENT	17,945.00
3/20/2018	1000427	SHAMROCK OFFICE SOLUTIONS	03/18: SHIPPING FOR TONER	11.37
3/20/2018		SHAMROCK OFFICE SOLUTIONS	03/18: SHIPPING FOR TONER	11.47
3/20/2018	1000428	ST. COLUMBA PARISH CHURCH	04/18: RENT	13,109.00
3/20/2018	1000429	U.S. BANK EQUIPMENT FINANCE	03/01/18-04/01/18: COPIER LEASE	2,035.45
3/20/2018	1000430	XINYI XU	REIM: VISA FEE	879.93
3/20/2018	1000431	YI WEN WU	REIM: LABELS,FOLDERS,TAPE,ADAPTERS	216.48
3/20/2018	1000432	YU-SHUAN TARANGO-SHO	REIM: BREAKFAST FOR EQUITY MEETING	46.87
3/21/2018	1803211	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	9.54
3/21/2018	1803212	AT&T	02/26/18-03/25/18: PHONE (510 923-6171 284 2)	151.34
3/23/2018	1803231	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	4.44
3/26/2018	1000433	EXED	03/18: POSTAGE	8,407.41
3/26/2018	1000434	JULIE MCGUIRE	01/18-02/18: HEARING & VISION SCREENING SERVICES	1,470.00
3/26/2018	1497	CTC (CALIFORNIA COMMISSION ON TEACHER CREDENTIALING)	03/18: TEACHING CREDENTIALS	100.00
3/26/2018	1498	CTC (CALIFORNIA COMMISSION ON TEACHER CREDENTIALING)	03/18: TEACHING CREDENTIALS	100.00
3/26/2018	1803261	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	11.48
3/27/2018	1803271	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	4.85
3/27/2018	1803272	VSP VISION CARE	04/18: VISION INSURANCE	211.61
3/28/2018	1803281	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	5.26
3/29/2018	1803291	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	8.48
3/30/2018	1000435	ALAMEDA COUNTY OFFICE OF EDUCATION	03/18: STRS	44,722.08
3/30/2018	1803301	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	2.22
Total 9120 - Cash in Bank - Operating				154,740.22
Report Total				154,740.22



Board of Directors
May 10, 2018
AGENDA ITEM INFORMATION

Agenda Item	March Financials
Time Allotted	10 minutes
Background	At each board meeting, the Yu Ming board reviews the latest monthly financial report. The March 2018 financial report is presented including ADA information, updated forecast, and financial statements.
Summary	The January financials forecast a Net Income of \$137K compared to budget of \$62K (a significant increase from the last report), ADA is on track for the year, and year-end cash balance of \$430K or a 9% reserve. Current cash reserve is \$500K or 11%.
Type	Discussion
Key Questions	<ol style="list-style-type: none">1) What are the major changes from the last report (January)?2) What have we learned from this year that we'll apply to the budget next year?

YU MING CHARTER SCHOOL - Financial Dashboard (March 2018)

Key Performance Indicators

ADA vs. Budget



Cash on Hand



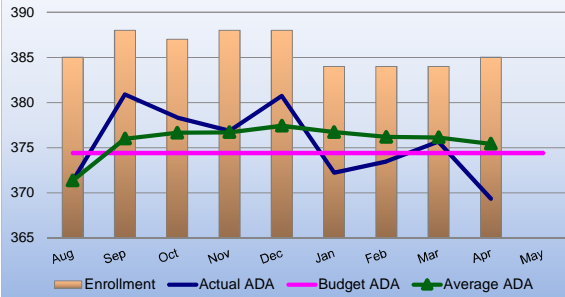
Net Income / (Loss)



Year End Cash



ADA & Enrollment



KEY POINTS

Per School Services of California:

March Revenues Beat Forecasts

In its March 2018 Finance Bulletin, the Department of Finance (DOF) reports that monthly revenues beat the 2018-19 Governor's Budget projections by \$706 million.

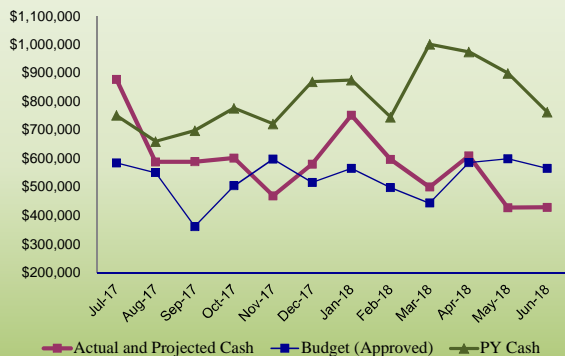
According to the DOF, only the sales and use tax (SUT) of the "big three" taxes fell below forecasts by a modest \$17 million. Meanwhile, the largest of the three major tax revenues—the personal income tax (PIT)—outperformed March projections by \$31 million. Similarly, corporation tax (CT) revenues exceeded the month's expectations by \$534 million.

April is a critical month for tax revenues, and by extension the state General Fund, as most residents file their income taxes on or near "tax day," which was extended by one day (to April 18) due to an Internal Revenue Service online payment glitch on April 17. Additionally, the CT final payment deadline for calendar-year corporations recently changed from March to April. Thus, we expect to see a significant infusion of CT revenues in April, just before the release of the Governor's 2018-19 May Revision.

ADA Analysis						LCFF S&C Grant Factors			Revenue & Expenses per ADA		
Category	Actual through Month 9	Actual P2	Budgeted P2	Better/(Worse)	Prior Year P2	Category	Budget	Forecast	Category	Budget	Forecast
Enrollment	385	385	390	(5)	342	Unduplicated Pupil Count	83	66	Revenue	11,991	12,809
ADA %	97.1%	97.1%	96.0%	1.1%	95.8%	3-Year Average %	20.9%	19.3%	Rev. w/o Fundraising	10,615	11,358
Average ADA	375.43	375.43	374.40	1.03	342.06	District UPP	77.6%	77.6%	Expense	11,826	12,443

INCOME STATEMENT	FY 17-18 YTD			FY 17-18 Forecast				FY 16-17 Actual	
	Actual YTD	Budget YTD	Variance B/(W)	Total Forecast	% of Total	Total Budget	% of Total	Variance B/(W)	16-17
LCFF	1,789,152	1,765,887	23,265	2,925,251	61%	2,919,583	65%	5,668	2,633,511
Federal Revenue	0	0	0	44,625	1%	44,375	1%	250	39,116
State Revenue	485,191	304,823	180,368	854,837	18%	615,939	14%	238,898	503,831
Other Local Revenue	386,609	276,108	110,501	439,447	9%	394,437	9%	45,010	391,892
Grants/Fundraising	386,558	360,500	26,058	544,561	11%	515,000	11%	29,561	660,295
TOTAL REVENUE	3,047,510	2,707,318	340,192	4,808,720		4,489,334		319,386	4,228,644
Certificated Salaries	1,540,597	1,446,053	(94,544)	2,116,934	45%	1,976,631	45%	(140,303)	1,566,242
Classified Salaries	328,583	373,971	45,388	452,708	10%	508,952	11%	56,244	574,669
Benefits	432,116	396,810	(35,306)	560,885	12%	504,365	11%	(56,520)	419,527
Student Supplies	196,575	151,632	(44,943)	228,115	5%	227,218	5%	(897)	380,712
Operating Expenses	897,970	892,739	(5,231)	1,313,005	28%	1,210,423	27%	(102,582)	990,806
Other	0	0	0	0	0%	0	0%	0	0
TOTAL EXPENSES	3,395,841	3,261,205	(134,636)	4,671,646		4,427,589		(244,057)	3,931,955
INCOME / (LOSS)	(348,331)	(553,887)	205,556	137,073		61,745		75,328	296,690

Cash Balance (in \$1,000's)



Y/E Cash Balance

Projected	Budget	Variance
429,536	566,362	(136,826)

Balance Sheet	6/30/2017	2/28/2018	3/31/2018	6/30/2018 Forecast	Notes
Assets					
Cash	763,823	597,691	500,654	429,536	
Accounts Receivable	405,804	17,792	17,178	628,079	
Due From Others	39,875	582	582	582	
Other Assets	65,212	281,959	281,959	231,959	
Net Fixed Assets	0	0	0	0	
Total Assets	1,274,714	898,024	800,373	1,290,155	
Liabilities					
A/P & Payroll	127,413	1,305	1,403	5,782	
Due to Others	0	0	0	0	
Deferred Revenue	0	0	0	0	
Total Debt	0	0	0	0	
Total Liabilities	127,413	1,305	1,403	5,782	
Equity					
Beginning Fund Bal.	850,610	1,147,300	1,147,300	1,147,300	
Net Income/(Loss)	296,690	(250,581)	(348,331)	137,073	
Total Equity	1,147,300	896,719	798,969	1,284,373	
Total Liabilities & Equity	1,274,714	898,024	800,373	1,290,155	
Available Line of Credit	\$250K	\$250K	\$250K	\$250K	
Days Cash on Hand			39	34	> 45 days is good
Cash Reserve %	19%		11%	9%	

Yu Ming Charter School Financial Analysis March 2018

Net Income

Yu Ming Charter School is forecasted to have a net income of \$137,073 in FY 17-18. A net income variance of \$75,328 compared to the net income in the board approved budget, \$61,745.

Balance Sheet

As of March 2018, the school's cash balance was \$500,654. Forecasted cash at 6/30/2018 is \$429,536.

As of March 2018, the Accounts Payable balance totaled \$1,403 and the school does not have any debt.

Income Statement

Revenue

Total revenue for 17-18 is forecasted to be \$4,808,720, which is \$319,386 or 7% over budgeted revenue of \$4,489,334.

- Other State Revenues are forecasted to be \$30,458 over budget primarily due to increases in SB740 revenues. Although legislation was passed to increase the SB 740 funding rate to \$1,117/ADA the program has become over-subscribed. Currently we are forecasting based on a funding shortfall of 25%.
- Mandate block grant revenues are forecasted to be \$50,861 over budget due to one-time funding
- All other state revenues are forecasted to be \$153,812 over budget primarily due to Prop 39 Clean Energy Revenues which will be recorded in current year as revenue. As a note, the expenses tied to this revenue will be recognized in future years.
- Local income is forecasted to be \$74,571 over budget due to increased fundraising and local collections related to the China trip
- Food service sales are forecasted to yield zero revenues as the current meal arrangement has these revenues going directly to the food vendor

Expenses

Total expenses for 17-18 are forecasted to be \$4,671,646, which is \$244,057 or 6% over budgeted expenditures of \$4,427,589.

- Personnel expenses are forecasted to be \$140,579 over budget due to increased hires as well as an undercalculation in the budget of STRS expenses
- Non-capitalized equipment is forecasted to be \$55,213 over budget due to the schools growth as well as equipment/furniture expenses planned to be captured against the 16-17 budget that were expensed in 17-18.
- Textbooks/Core curriculum materials are forecasted to be \$30,000 under budget as the school has utilized primarily digital resources

This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$20,000 and 10%.

- Rent is forecasted to be \$72,870 over budget based on the increase in rent from the new facility, which includes base rent as well as 50k increase per year from the facility improvement costs (250K) being spread out over the life of the lease (5 years)
- Field trips are forecasted to be \$69k over budget due to the China trip
- Instructional consultants are forecasted to be \$61,306 under budget primarily due to substitutes and interns being paid through payroll

Average Daily Attendance

Budgeted ADA for 17-18 was 374.40 based on an enrollment of 390 and a 96.0% ADA rate. P2 ADA is forecasted to be 375.43 based on a forecasted enrollment of 385.

- Month 1 ADA: 371.35 (96.9%)
- Month 2 ADA: 380.89 (98.1%)
- Month 3 ADA: 378.33 (97.7%)
- Month 4 ADA: 376.87 (97.3%)
- Month 5 ADA: 370.73 (98.1%)
- P-1 ADA: 371.21
- Month 6 ADA: 372.23 (96.9%)
- Month 7 ADA: 373.47 (97.0%)
- Month 8 ADA: 375.67 (95.8%)
- Month 9 ADA: 369.33 (95.9%)
- P-2 ADA: 375.43 (97.1%)

Cash Reserve Supplemental Information:

ADJUSTED CASH RESERVE		
CASH - 6/30/18	429,539	
FYI: Restricted Prop 39 Clean Energy Funds	(220,000)	
UNRESTRICTED CASH @ 6/30/17	209,539	
RECEIVABLES TO BE COLLECTED IN JULY 2018	321,484	
ADJUSTED CASH RESERVE (including Prop 39 funds)	751,023	16%

This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$20,000 and 10%.

	2017-18 Budget	Actuals as of 3/31/2018										FORECAST		Budget Variance		
		ACTUAL Jul-17	ACTUAL Aug-17	ACTUAL Sep-17	ACTUAL Oct-17	ACTUAL Nov-17	ACTUAL Dec-17	ACTUAL Jan-18	ACTUAL Feb-18	ACTUAL Mar-18	Apr-18	May-18	Jun-18	Accrual	Jul-17 - Jun-18	Better / (Worse) % Better / (Worse)
Enrollment															386	
Unduplicated Count of Low Income, EL, Foster Youth															66	
ADA															375.43	
Income																
8011-8096 - Local Control Funding Formula Revenue		-	-	-	-	-	-	-	-	-						
8011 Local Control Funding Formula	2,466,247	-	111,911	182,447	201,439	201,439	201,439	257,080	201,439	222,127	222,127	222,127	222,127	204,634	2,450,336	(15,911) -1%
8012 Education Protection Account	453,336	-	-	-	104,558	-	-	104,559	-	-	148,947	-	-	116,850	474,915	21,579 5%
8096 In Lieu of Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total 8011-8096 - Local Control Funding Formula Revenue	2,919,583	-	111,911	182,447	305,997	201,439	201,439	361,639	201,439	222,127	371,074	222,127	222,127	321,484	2,925,251	5,668 0%
8100-8299 - Other Federal Income																
8181 Federal Special Education (IDEA)	44,375	-	-	-	-	-	-	-	-	-	-	-	-	44,625	44,625	250 1%
Total 8100-8299 - Other Federal Income	44,375	-	-	-	-	-	-	-	-	-	-	-	-	44,625	44,625	250 1%
8300-8599 - Other State Income																
8792 Transfers of Apportionments - Special Ed	192,442	8,350	8,350	15,030	15,030	15,030	15,030	15,030	18,499	18,499	18,499	18,499	24,497	-	190,343	(2,099) -1%
8550 Mandate Block Grant	4,861	-	-	-	-	-	22,237	-	-	-	-	-	-	33,485	55,722	50,861 1046%
8560 State Lottery Revenue	71,865	(54)	-	-	-	-	-	25,296	-	-	17,697	-	-	29,792	72,731	866 1%
8590 State Mental Health Revenue	25,000	-	-	-	-	-	-	-	15,840	-	-	-	-	14,160	30,000	5,000 20%
8591 SB740	273,883	-	-	-	-	-	-	-	91,324	-	45,662	-	-	167,355	304,341	30,458 11%
8599 All Other State Revenues	47,888	86	-	151,086	-	-	50,528	-	-	-	-	-	-	-	201,700	153,812 321%
Total 8300-8599 - Other State Income	615,939	8,383	8,350	166,116	15,030	15,030	87,795	131,650	34,339	18,499	81,858	18,499	24,497	244,791	854,837	238,898 39%
8600-8799 - Other Income-Local																
8634 Food Service Sales	82,400	-	-	-	74	-	-	-	-	-	-	-	-	-	74	(82,327) -100%
8690 All Other Local Revenue	312,037	97,398	48,588	12,471	11,416	14,699	110,216	51,730	22,847	17,172	13,689	19,574	19,574	-	439,373	127,336 41%
8698 Grants	125,000	-	-	-	-	-	-	-	-	-	-	-	125,000	-	125,000	-
8699 Fundraising	390,000	157	32,370	137,394	20,419	12,182	78,488	76,379	10,172	18,997	22,831	5,000	5,172	-	419,561	29,561 8%
8311 Special Ed - AB602		-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total 8600-8799 - Other Income-Local	909,437	97,554	80,957	149,865	31,909	26,881	188,703	128,109	33,019	36,169	36,520	24,574	149,746	-	984,008	74,571 8%
Prior Year Adjustments																
8019 Local Control Funding Formula - Prior Year		-	-	-	-	-	-	-	-	714	714	-	(1,428)	-	1,428	
8999 Other Prior Year Adjustments		-	-	-	-	-	-	-	-	-	-	-	(1,428)	-	(1,428)	
Total Prior Year Adjustments	-	-	-	-	-	-	-	-	-	714	714	-	(1,428)	-	-	
TOTAL INCOME	4,489,334	105,937	201,218	498,428	352,936	243,350	477,937	621,398	268,797	277,509	490,166	265,200	394,942	610,901	4,808,720	319,386 7%
Expense																
1000 - Certificated Salaries																
1110 Teachers' Salaries	1,580,618	-	104,959	129,371	133,297	133,603	133,603	133,024	131,680	127,417	130,000	130,000	130,000	-	1,416,955	163,663 -10%
1170 Teacher Salaries - Substitute	12,618	-	-	1,050	2,250	900	525	1,575	2,930	5,425	6,000	6,000	6,000	-	32,655	(20,037) 159%
1175 Teachers' Salaries - Stipend/Extra Duty		-	13,376	20,641	13,089	7,914	8,900	9,012	11,544	9,021	5,700	5,700	5,700	-	110,600	-
1200 Certificated Pupil Support Salaries		-	4,340	22,886	13,614	14,990	12,803	16,816	13,408	16,563	17,632	17,632	17,632	-	168,316	-
1300 Certificated Supervisor and Administrator Salaries	383,395	32,230	32,230	32,230	32,230	32,230	32,230	32,230	32,230	32,230	32,780	32,780	32,780	-	388,408	(5,013) 1%
Total 1000 - Certificated Salaries	1,976,631	32,230	154,905	206,178	194,480	189,637	188,060	192,657	191,793	190,656	192,112	192,112	192,112	-	2,116,934	(140,303) 7%
2000 - Classified Salaries																
2100 Instructional Aide Salaries	223,547	-	7,277	10,815	6,602	7,248	6,671	4,976	5,330	5,887	6,773	6,773	6,773	-	75,128	148,420 -66%
2200 Classified Support Salaries (Maintenance, Food)	48,072	3,248	3,040	4,601	3,033	3,984	3,535	8,062	5,718	7,122	6,708	6,708	6,708	-	62,467	(14,395) 30%
2300 Classified Supervisor and Administrator Salaries	151,690	7,979	5,579	5,579	5,579	5,579	5,579	5,579	5,579	5,579	5,329	5,329	5,329	-	68,600	83,090 -55%
2400 Clerical/Technical/Office Staff Salaries		4,978	8,916	8,887	8,617	8,887	8,887	8,887	8,076	9,263	9,263	9,263	9,263	-	102,815	-
2900 Other Classified Salaries (Supervision, After School)	85,643	-	8,496	16,260	12,878	13,483	12,665	12,120	12,701	15,193	13,301	13,301	13,301	-	143,698	(58,055) 68%
Total 2000 - Classified Salaries	508,952	16,206	33,308	46,142	36,709	39,182	37,337	39,625	38,215	41,858	41,375	41,375	41,375	-	452,708	56,244 -11%
3000 - Employee Benefits																
3111 STRS - State Teachers Retirement System	226,279	5,787	21,981	25,886	23,857	26,226	26,104	30,769	27,039	26,875	27,722	27,722	27,722	-	297,691	(71,412) 32%
3311 OASDI - Social Security	92,384	1,033	2,093	3,579	2,616	2,845	2,685	2,620	2,567	2,781	2,565	2,565	2,565	-	30,515	61,869 -67%
3331 MED - Medicare		825	2,651	3,573	3,243	3,210	3,161	3,260	3,227	3,261	3,386	3,386	3,386	-	36,566	-
3401 H&W - Health & Welfare	132,268	3,068	12,197	15,535	15,289	13,836	14,918	18,096	13,684	16,113	16,000	-	-	-	138,736	(6,468) 5%
3501 SUI - State Unemployment Insurance	21,420	224	2,438	2,207	856	459	363	7,256	3,039	1,151	2,013	2,013	2,013	-	24,031	(2,611) 12%
3601 Workers' Compensation	32,014	4,725	-	10,309	4,725	1,575	1,575	1,575	1,574	1,574	1,575	1,575	2,563	-	33,345	(1,331) 4%
Total 3000 - Employee Benefits	504,365	15,662	41,360	61,090	50,586	48,151	48,805	63,577	51,130	51,755	53,260	37,260	38,248	-	560,885	(56,520) 11%
4000 - Supplies																
4110 Approved Textbooks and Core Curriculum Materials	40,000	-	12,129	-	(3,674)	(3,168)	-	-	767	-	-	1,973	1,973	-	10,000	30,000 -75%
4210 Books and Other Reference Materials		-	-	11,273	2,352	123	6,537	-	111	160	51	2,197	2,197	-	25,000	-
4310 Student Materials	49,853	11,680	6,080	11,242	3,102	1,242	1,174	2,040	4,600	500	407	2,000	1,487	-	45,554	4,299 -9%
4350 Office Supplies	20,632	69	303	4,172	3,012	1,309	982	502	1,239	502	1,478	1,500	2,547	-	18,084	2,548 -12%
4370 Custodial Supplies	3,183	-	-	1,306	1,084	386	686	1,196	1,019	377	1,350	800	403	-	8,607	(5,424) 170%
4390 Other Supplies	25,465	-	2,726	7,574	9,189	2,082	3,707	1,578	2,395	4,465	4,001	2,200	(2,346)	-	37,572	(12,107) 48%
4400 Non Capitalized Equipment	11,085	-	20,506	20,018	10,203	4,393	1,940	4,759	601	-	201	1,500	2,178	-	66,298	(55,213) 498%
4700 Food and Food Supplies	77,000	-	-	-	2,637	1,848	2,251	1,840	3,219	1,763	3,027	208	208	-	17,000	60,000 -78%
Total 4000 - Supplies	227,218	11,749	41,745	55,587	27,904	8,215	17,276	12,384	13,213	8,503	10,515	12,378	8,647	-	228,115	(897) 0%
5000 - Operating Services																
5200 Travel and Conferences	9,270	-	3,583	2,031	730	1,851	582	2,519	855	1,665	2,649	517	517	-	17,500	(8,230) 89%
5300 Dues and Memberships	4,262	-	108	-	278	-	1,560	1,370	-	-	-	465	465	-	4,246	16 0%
5450 General Insurance	24,102	5,042	-	1,681	5,068	1,681	1,681	1,681	2,920	1,680	-	1,249	1,249	-	23,932	170 -1%
5500 Operation and Housekeeping Services	120,794	4,969	6,939	13,810	6,822	12,933	5,134	7,294	3,998	6,267	7,120	22,754	22,754	-	120,794	0 0%
5610 Rent - Facilities / Buildings / Space	371,357	13,555	37,769	62,108	31,054	31,054	31,054	31,054	31,054	31,054	31,219	56,626	56,626	-	444,227	(72,870) 20%
5620 Equipment Lease	26,571	2,145	3,942	-	1,797	-	5,116	4,071	2,035	4,668	2,035	3,500	3,500	-	32,809	(6,238) 23%

	2017-18 Budget											Actuals as of 3/31/2018				FORECAST	Budget Variance	
		ACTUAL Jul-17	ACTUAL Aug-17	ACTUAL Sep-17	ACTUAL Oct-17	ACTUAL Nov-17	ACTUAL Dec-17	ACTUAL Jan-18	ACTUAL Feb-18	ACTUAL Mar-18	Apr-18	May-18	Jun-18	Accrual	Jul-17 - Jun-18	Better / (Worse)	% Better / (Worse)	
5630 Vendor Repairs	11,690	-	669	2,036	-	-	-	100	-	1,191	23	2,865	2,865	-	9,750	1,940	-17%	
5812 Field Trips/Pupil Transportation	31,000	-	7,509	4,372	13,524	1,470	802	16,390	42,636	4,945	-	4,176	4,176	-	100,000	(69,000)	223%	
5820 Legal / Audit Fees	45,320	-	633	3,090	5,284	7,174	6,600	7,521	4,639	1,439	5,632	1,655	1,655	-	45,320	-	-	
5830 Advertisement / Recruitment	10,676	-	1,080	366	-	-	-	-	477	-	-	4,377	4,377	-	10,676	(0)	0%	
5850 Non Instructional Consultants	107,414	4,149	1,911	21,635	5,195	10,044	5,397	17,774	9,384	3,833	9,572	17,461	17,461	-	123,814	(16,400)	15%	
5851 Instructional Consultants	161,806	-	550	4,780	-	4,500	4,359	48,585	7,124	5,044	13,616	5,971	5,971	-	100,500	61,306	-38%	
5853 ExED	102,860	8,347	8,347	8,347	8,347	8,347	-	16,751	-	16,693	9,228	9,228	9,228	-	102,860	-	-	
5860 Non Instructional Software and Subscriptions	11,845	4,365	62	39	39	24	104	1,411	24	73	-	680	680	-	7,500	4,345	-37%	
5890 Other Fees / Bank Charges /Credit Card Fees	96,270	2,523	3,657	2,476	42,866	709	12,409	(15,231)	22,475	1,501	600	11,228	11,228	-	96,440	(170)	0%	
5897 Fundraising Cost	36,359	-	60	60	169	4,056	1,064	-	158	-	242	15,275	15,275	-	36,359	-	-	
5900 Communications	30,070	1,045	2,369	1,612	4,182	1,589	1,566	2,811	1,624	2,434	538	3,875	3,875	-	27,520	2,550	-8%	
Total 5000 - Operating Services	1,210,423	46,138	79,188	128,443	125,353	85,432	77,427	144,100	129,403	82,487	83,933	163,362	163,362	4,379	1,313,005	(102,582)	8%	
6000 - Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
6900 Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total 6000 - Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL EXPENSE	4,427,589	121,984	350,505	497,439	435,033	370,617	368,905	452,343	423,755	375,259	381,196	446,487	443,744	4,379	4,671,646	(244,057)	6%	
NET INCOME	61,745	(16,047)	(149,287)	989	(82,097)	(127,267)	109,032	169,054	(154,958)	(97,750)	108,971	(181,287)	(48,802)	606,522	137,073	75,328	122%	
Beginning Cash Balance		763,823	878,502	588,650	589,166	601,847	469,795	581,001	752,924	597,691	500,654	609,625	428,337	429,536	763,823			
Cash Flow from Operating Activities		(16,047)	(149,287)	989	(82,097)	(127,267)	109,032	169,054	(154,958)	(97,750)	108,971	(181,287)	(48,802)	606,522	137,073			
Net Income		(16,047)	(149,287)	989	(82,097)	(127,267)	109,032	169,054	(154,958)	(97,750)	108,971	(181,287)	(48,802)	606,522	137,073			
Change in Accounts Receivable		281,664	11,880	-	91,256	-	-	2,986	225	614	-	-	-	-	388,626			
Prior Year Accounts Receivable		-	-	-	-	-	-	-	-	-	-	-	-	(610,901)	(610,901)			
Current Year Accounts Receivable		39,731	(749)	(1,063)	1,955	(3,695)	3,695	(82)	(500)	-	-	-	-	-	39,293			
Change in Due from		14,572	(141,805)	-	-	-	-	-	-	-	-	-	-	4,379	(122,855)			
Change in Accounts Payable		-	-	-	1,089	(1,089)	-	-	-	-	-	-	-	-	-			
Change in Due to		9,898	(9,891)	603	478	-	38	-	-	99	-	-	-	-	-			
Change in Accrued Vacation		34,860	-	(13)	-	-	(1,560)	(35)	-	-	-	-	-	-	1,224			
Change in Payroll Liabilities		(250,000)	-	-	-	-	-	-	-	-	-	-	50,000	-	33,253			
Change in Prepaid Expenditures		-	-	-	-	-	-	-	-	-	-	-	-	-	(122,855)			
Change in Deposits		-	-	-	-	-	-	-	-	-	-	-	-	-	(200,000)			
Cash Flow from Investing Activities		-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Capital Expenditures		-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Ending Cash Balance		878,502	588,650	589,166	601,847	469,795	581,001	752,924	597,691	500,654	609,625	428,337	429,536	429,536	429,536			

Yu Ming Charter School
Income Statement
From 3/1/2018 to 3/31/2018

		Current Period Actual	YTD Actual	Total Budget - Original
Revenue				
Principal Apportionments				
8011	LCFF Revenue	222,127	1,579,321	2,466,247
8012	Education Protection Account	0	209,117	453,336
8019	LCFF - Prior Year Adjustment	714	714	0
	Total Principal Apportionments	222,841	1,789,152	2,919,583
Other Federal Income				
8181	Special Ed - IDEA	0	0	44,375
	Total Other Federal Income	0	0	44,375
Other State Income				
8550	Mandate Block Grant	0	22,237	4,861
8560	State Lottery Revenue	0	25,242	71,865
8590	MENTAL HEALTH II & III	0	15,840	25,000
8591	SB740	0	91,324	273,883
8599	All Other State Revenues	0	201,700	47,888
8792	Transfer of Apportionments - Sp Ed	18,499	128,848	192,442
	Total Other State Income	18,499	485,191	615,939
Other Income - Local				
8634	Food Service Sales	0	74	82,400
8690	All Other Local Revenue	17,172	386,536	312,037
8698	Grants	0	0	125,000
8699	Fundraising	18,997	386,558	390,000
	Total Other Income - Local	36,169	773,167	909,437
	Total Revenue	277,509	3,047,510	4,489,334
Expense				
Certificated Salaries				
1110	Teachers' Salaries	127,417	1,026,955	1,580,618
1170	Teacher Salaries - Substitute	5,425	14,655	12,618
1175	Teachers' Salaries - Stipend/Extra Duty	9,021	93,499	0
1200	Certificated Pupil Support Salaries	16,563	115,420	0
1300	Certificated Supervisor and Administrator Salaries	32,230	290,069	383,395
	Total Certificated Salaries	190,656	1,540,597	1,976,631
Classified Salaries				
2100	Instructional Aide Salaries	5,887	54,807	223,547
2200	Classified Support Salaries	7,122	42,342	48,072
2300	Classified Supervisor and Administrator Salaries	5,579	52,612	151,690
2400	Clerical/Technical/Office Staff Salaries	8,076	75,025	0
2900	Other Classified Salaries	15,193	103,797	85,643
	Total Classified Salaries	41,858	328,583	508,952
Employee Benefits				
3111	STRS - State Teachers Retirement System	26,875	214,525	226,279
3311	Social Security (OASDI)	2,781	22,820	92,384
3331	Medicare	3,261	26,409	0
3401	Health & Welfare	16,113	122,736	132,268
3501	State Unemployment Insurance	1,151	17,993	21,420
3601	Workers Compensation	1,574	27,632	32,014
3901	403b	0	0	

Yu Ming Charter School
Income Statement
From 3/1/2018 to 3/31/2018

		<u>Current Period Actual</u>	<u>YTD Actual</u>	<u>Total Budget - Original</u>
3902	Other Benefits	<u>0</u>	<u>0</u>	<u>0</u>
	Total Employee Benefits	51,755	432,116	504,365
	Supplies			
4110	Approved Textbooks & Core Curriculum Materials	0	6,054	40,000
4210	Books and Other Reference Materials	160	20,555	0
4310	Student Materials	500	41,660	49,853
4350	Office Supplies	1,239	12,559	20,632
4370	Custodial Supplies	377	6,054	3,183
4390	Other Supplies	4,465	33,717	25,465
4400	Non Capitalized Equipment	0	62,419	11,085
4700	Food and Food Supplies	<u>1,763</u>	<u>13,557</u>	<u>77,000</u>
	Total Supplies	8,503	196,575	227,218
	Operating Services			
5200	Travel and Conferences	1,665	13,816	9,270
5300	Dues and Memberships	0	3,316	4,262
5450	General Insurance	1,680	21,434	24,102
5500	Operation and Housekeeping Services	6,267	68,166	120,794
5610	Building Rent	31,054	299,756	371,357
5620	Equipment Lease	4,668	23,774	26,571
5630	Vendor Repairs	1,191	3,996	11,690
5812	Field Trips/Pupil Transportation	4,945	91,647	31,000
5820	Legal / Audit Fees	1,439	36,379	45,320
5830	Advertisement / Recruitment	0	1,923	10,676
5850	Non Instructional Consultants	3,833	79,321	107,414
5851	Instructional Consultants	5,044	74,941	161,806
5853	ExED	16,693	75,177	102,860
5860	Non Instructional Software and Subscriptions	73	6,140	11,845
5890	Other Fees / Bank Charges /Credit Card Fees	1,501	73,384	96,270
5896	Special ED Fair Share	0	0	8,757
5897	Fundraising Cost	0	5,567	36,359
5900	Communications	<u>2,434</u>	<u>19,231</u>	<u>30,070</u>
	Total Operating Services	<u>82,487</u>	<u>897,970</u>	<u>1,210,423</u>
	Total Expense	<u>375,259</u>	<u>3,395,841</u>	<u>4,427,589</u>
	Net Income	(97,750)	(348,331)	61,745

**Yu Ming Charter School
Check Register**

From 3/1/2018 to 3/31/2018

Effective Date	Document Number	Name	Transaction Description	Transaction Amount
3/1/2018	1495	TACUMA KING	03/18:SCHOOL PERFORMANCE ASSEMBLY	1,200.00
3/1/2018	1803011	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	5.87
3/2/2018	1496	NIKKA TURNER	03/18: PAYROLL	564.53
3/2/2018	1803021	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	1.48
3/5/2018	1803051	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	51.97
3/5/2018	1803051-1	CARDMEMBER SERVICE	01/18/18-02/17/18: CREDIT CARD PURCHASES	8,892.91
3/6/2018	1000386	A & G MUSIC PRODUCTS CO	10/17: MUSIC SUPPLIES	102.70
3/6/2018	1000387	ALEXIS GONZALES	REIMB: SUPPLIES FOR ART CLASS (ECP)	29.14
3/6/2018	1000388	BAY ALARM COMPANY	03/01/18-06/01/18: AGENT RESPONSE (21186820)	534.00
3/6/2018	1000389	BEST INSTRUMENT REPAIR CO.	02/18: GEMEINHARDT FLUTE	47.00
3/6/2018	1000390	CO POWER	03/18: DENTAL INSURANCE PREMIUM	1,828.57
3/6/2018	1000391	DAWN WILLIAMS FERREIRA	12/18: SPANISH CLASS CONSULTANT	150.00
3/6/2018		DAWN WILLIAMS FERREIRA	01/18: SPANISH CLASS CONSULTANT	675.00
3/6/2018		DAWN WILLIAMS FERREIRA	02/18: SPANISH CLASS CONSULTANT	375.00
3/6/2018	1000392	EXED	02/18: MANAGEMENT CONTRACT FEE, CALPADS & SIS SUPPORT	8,346.67
3/6/2018	1000393	FAGEN, FRIEDMAN & FULFROST, LLP	01/18: LEGAL SERVICES	167.50
3/6/2018	1000394	HANNAH ACEVEDO	02/18: BEHAVIORAL CONSULTANT	1,125.00
3/6/2018	1000395	INFINISOURCE BENEFIT SERVICES	03/18: COBRA INSURANCE PREMIUM	600.00
3/6/2018	1000396	INTERNATIONAL FIRE EQUIPMENT	02/18: FIRE HOSE AND NIPPLE REPLACEMENT AND INSPECTION	775.00
3/6/2018	1000397	J T LAWRENCE & CO.	02/18: ELEVATOR INSPECTION	175.00
3/6/2018	1000398	LEARNING HEADQUARTERS	01/18: TEACHERS WRITING TEXT TYPE INSERVICE	1,050.00
3/6/2018	1000399	NOB HILL CATERING, INC.	02/18: STUDENT BREAKFASTS	711.00
3/6/2018	1000400	OFFICE DEPOT	02/18: PAPER, PROTECTOR, TAPE & PAD	244.27
3/6/2018		OFFICE DEPOT	02/18: MARKER	17.09
3/6/2018		OFFICE DEPOT	02/18: PAPER & ENVELOPS	169.80
3/6/2018		OFFICE DEPOT	02/18: PAPER & FOLDERS	96.69
3/6/2018	1000401	PATRICIA LOW	REIM: STAPLER & MAGNET CLIPS	252.66
3/6/2018	1000402	SHAMROCK OFFICE SOLUTIONS	02/18: SHIPPING FOR TONER	11.47
3/6/2018		SHAMROCK OFFICE SOLUTIONS	12/01/17-02/28/18: COPIER LEASE OVERAGE CHARGE	2,632.70
3/6/2018	1000403	WHITNEY DORMAN	REIM: JAZZ BAND MUSIC	172.49
3/6/2018	1803061	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	172.03
3/6/2018	1803062	VANTIV INTERGRATED PAYMENT SOLUTIONS	02/18: PROCESSING SERVICE FEE	52.45
3/6/2018	1803063	PG&E	01/16/18-02/13/18: GAS AND ELECTRIC (2086434523-4)	1,358.23
3/6/2018	1803064	PG&E	01/16/18-02/13/18: GAS & ELECTRIC (3514922506-8)	1,818.83
3/7/2018	1803071	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	31.12
3/8/2018	1803081	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	26.15
3/8/2018	1803082	AT&T	01/14/18-02/13/18: PHONE (960 761 3474 555 8)	1,209.65
3/8/2018	1803083	FIRST REPUBLIC BANK	03/18: LOAN PREPAID FINANCE FEE	250.00
3/9/2018	1803091	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	5.56
3/12/2018	1803121	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	14.19
3/13/2018	1000404	BAY ALARM COMPANY	02/13/18-04/01/18: SPRINKLER INSPECTION FEE	157.14
3/13/2018	1000405	CATY WELCH	01/18-03/18: EDUCATIONAL CONSULTANT	1,812.50
3/13/2018	1000406	CELIA PASCUAL	03/18: MEALS FOR G7 CHINA TRIP	400.00
3/13/2018	1000407	CHARTERSAFE	04/18: WORKERS COMPENSATION	3,254.00
3/13/2018	1000408	CHRISTINA EDWARDS	REIM: SUPPLIES FOR ECP	35.06
3/13/2018	1000409	EDTEC, INC.	01/18: CONSULTING SERVICES	37.50
3/13/2018	1000410	HELEN MIN	REIM: SNACKS FOR STUDENTS & HAMSTER FOOD	138.28
3/13/2018	1000411	KAISER FOUNDATION HEALTH PLAN	04/18: HEALTH INSURANCE PREMIUMS FROM 01/26/18-02/25/18	14,348.23
3/13/2018	1000412	NOB HILL CATERING, INC.	02/18: STUDENT LUNCHES	1,332.00
3/13/2018	1000413	PING-GE WU	REIM: SUPPLIES FOR ECP	20.45
3/13/2018	1000414	SHAMROCK OFFICE SOLUTIONS	03/18: SHIPPING FOR TONER	11.47
3/13/2018	1000415	SYNCB/AMAZON	02/18: AMAZON DIGITAL SERVICES,WOOD CRAFT DOWELS,CONSTRUCTIO	1,406.44
3/13/2018	1803131	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	6.60
3/14/2018	1803141	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	30.54
3/15/2018	1803151	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	2.58
3/16/2018	1803161	STRIPE DASHBOARD	03/18: CREDIT CARD FEE REFUND	(1.61)
3/16/2018	1803162	EVENTBRITE	03/18: SERVICE AND PROCESSING FEE	82.60
3/19/2018	1803191	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	4.61
3/19/2018	1803192	STRIPE DASHBOARD	03/18: CREDIT CARD FEE REFUND	(1.05)
3/20/2018	1000416	ALAMEDA COUNTY OFFICE OF EDUCATION	01/18-03/18: STRS PROCESSING FEE	354.00
3/20/2018	1000417	BRANDING BOULEVARD	09/17: UNIFORMS	327.75
3/20/2018		BRANDING BOULEVARD	03/18: UNIFORMS	407.35
3/20/2018		BRANDING BOULEVARD	03/18: WATER BOTTLES,CAPS & TOTES FOR CHINA TRIP	455.36
3/20/2018	1000418	CATY WELCH	01/18-02/18: EDUCATIONAL CONSULTANT	2,031.25
3/20/2018	1000419	DANNY LAU	REIM: LIGHT BULBS	20.75
3/20/2018	1000420	DONAHUE FITZGERALD ATTORNEYS	01/18-02/18: LEGAL SERVICES	404.00
3/20/2018	1000421	DURHAM SCHOOL SERVICES	02/18: FIELD TRIP TRANSPORTATION	409.89
3/20/2018	1000422	GABRIEL LOCK & KEY	03/18: COMMERCIAL PANIC BAR INSTALLATION	173.53
3/20/2018	1000423	LAW OFFICES OF YOUNG, MINNEY & CORR, LLP.	02/18: LEGAL SERVICES	867.82
3/20/2018	1000424	LISA HILLEY	REIM: SUPPLIES FOR STAFF APPRECIATION EVENT	741.29
3/20/2018	1000425	OFFICE DEPOT	03/18: LABEL CODING,CARTRIDGE,MARKERS	55.89
3/20/2018		OFFICE DEPOT	03/18: PENS	6.00

**Yu Ming Charter School
Check Register**

From 3/1/2018 to 3/31/2018

Effective Date	Document Number	Name	Transaction Description	Transaction Amount
3/20/2018	1000426	SACRED HEART CHURCH	04/18: RENT	17,945.00
3/20/2018	1000427	SHAMROCK OFFICE SOLUTIONS	03/18: SHIPPING FOR TONER	11.37
3/20/2018		SHAMROCK OFFICE SOLUTIONS	03/18: SHIPPING FOR TONER	11.47
3/20/2018	1000428	ST. COLUMBA PARISH CHURCH	04/18: RENT	13,109.00
3/20/2018	1000429	U.S. BANK EQUIPMENT FINANCE	03/01/18-04/01/18: COPIER LEASE	2,035.45
3/20/2018	1000430	XINYI XU	REIM: VISA FEE	879.93
3/20/2018	1000431	YI WEN WU	REIM: LABELS,FOLDERS,TAPE,ADAPTERS	216.48
3/20/2018	1000432	YU-SHUAN TARANGO-SHO	REIM: BREAKFAST FOR EQUITY MEETING	46.87
3/21/2018	1803211	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	9.54
3/21/2018	1803212	AT&T	02/26/18-03/25/18: PHONE (510 923-6171 284 2)	151.34
3/23/2018	1803231	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	4.44
3/26/2018	1000433	EXED	03/18: POSTAGE	8,407.41
3/26/2018	1000434	JULIE MCGUIRE	01/18-02/18: HEARING & VISION SCREENING SERVICES	1,470.00
3/26/2018	1497	CTC (CALIFORNIA COMMISSION ON TEACHER CREDENTIALING)	03/18: TEACHING CREDENTIALS	100.00
3/26/2018	1498	CTC (CALIFORNIA COMMISSION ON TEACHER CREDENTIALING)	03/18: TEACHING CREDENTIALS	100.00
3/26/2018	1803261	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	11.48
3/27/2018	1803271	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	4.85
3/27/2018	1803272	VSP VISION CARE	04/18: VISION INSURANCE	211.61
3/28/2018	1803281	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	5.26
3/29/2018	1803291	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	8.48
3/30/2018	1000435	ALAMEDA COUNTY OFFICE OF EDUCATION	03/18: STRS	44,722.08
3/30/2018	1803301	STRIPE DASHBOARD	03/18: CREDIT CARD FEE	2.22
Total 9120 - Cash in Bank - Operating				154,740.22
Report Total				154,740.22



Board of Directors
May 10, 2018
AGENDA ITEM INFORMATION

Agenda Item	Draft 18-19 Budget
Time Allotted	15 minutes
Background	Each year, the Yu Ming Board approves a new budget for the upcoming fiscal year. Two versions of the draft 18-19 budget are presented for discussion, with the final version to be approved at the June board meeting.
Summary	The board will review at least two versions at this meeting. The first assumes four kindergarten cohorts next year and moving forward – 465 students next year; the second assumes maintaining the same grade-level sizes with 3 cohorts, or 439 students next year. Other significant line items for FY 18-19 to note are fully-funded LCFF, one-time money from the state, the final year of Silicon Schools grant funds, significant increase in Alcatraz rent, and one-time tenant improvement costs at Alcatraz. The net difference between 3 and 4 cohorts next year is about \$210K.
Type	Discussion
Key Questions	<ol style="list-style-type: none">1) What staffing changes are made next year?2) What are other implications of having 4 vs. 3 cohorts?3) What are board members' thoughts on multi-year projections?4) What are potential upsides/downsides for next year and beyond?

YU MING CHARTER SCHOOL
Five Year Budget Summary

Prepared by ExED. For use by ExED and ExED clients only. © 2017 ExED

	2017-18	2018-19 Trend	2019-20	2020-21	2021-22	2022-23
Total Enrollment	386	465	520	580	634	684
ADA	374.32	446.40	499.20	556.80	608.64	656.16
% Free and Reduced	14%	14%	14%	14%	14%	14%
% English Language Learners	5%	5%	5%	5%	5%	5%
% Unduplicated Low Income, EL, Foster Youth	17%	14%	14%	14%	14%	14%
INCOME						
8011-8096 · Local Control Funding Formula Revenue	2,916,720	3,651,874	4,173,602	4,785,268	5,388,797	5,947,817
8100-8299 · Other Federal Income	44,625	46,790	55,800	62,400	69,600	76,080
8300-8599 · Other State Income	652,468	909,221	840,403	959,281	1,056,519	1,136,801
8600-8799 · Other Income-Local	439,447	374,232	411,399	451,945	488,437	521,887
Grants/Fundraising	544,561	681,500	650,280	725,312	792,841	854,742
8999 · Other Prior Year Adjustments	-	-	-	-	-	-
TOTAL INCOME	4,597,820	5,663,616	6,131,483	6,984,205	7,796,193	8,537,328
EXPENSE						
1000 · Certificated Salaries	2,117,212	2,360,549	2,626,571	2,969,585	3,273,971	3,597,957
2000 · Classified Salaries	452,708	592,051	637,733	685,243	734,652	764,038
3000 · Employee Benefits	562,039	703,881	840,753	987,530	1,098,597	1,215,399
4000 · Supplies	228,115	242,659	271,360	302,671	330,851	357,194
5000 · Operating Services	1,285,690	1,483,189	1,634,885	1,876,919	2,118,825	2,295,432
6000 · Capital Outlay	-	46,800	46,800	46,800	46,800	46,800
7000 · Other Outgo	-	-	-	-	-	-
TOTAL EXPENSE	4,645,764	5,429,128	6,058,102	6,868,747	7,603,696	8,276,821
NET INCOME	(47,944)	234,488	73,382	115,458	192,497	260,507
Ending Cash Balance	403,574	490,447	573,000	667,334	860,742	1,103,773
Month with Lowest Ending Cash Balance	May: \$349,045	Nov: (\$ 30,962)	Nov: \$196,116	Nov: \$239,139	Nov: \$356,629	Nov: \$555,685
5% Reserve Goal	232,288	271,456	302,905	343,437	380,185	413,841
Net Income as a Percentage of Expenses	-1.0%	4.3%	1.2%	1.7%	2.5%	3.1%
Ending Cash as a Percentage of Expenses	8.7%	9.0%	9.5%	9.7%	11.3%	13.3%
Ending Debt Balance		-	-	-	-	-
Per Pupil Revenue	11,911	12,180	11,791	12,042	12,297	12,491
Per Pupil Revenue without Grants/Fundraising	10,501	10,714	10,541	10,791	11,046	11,240
Per Pupil Expense	12,036	11,676	11,650	11,843	11,993	12,109

YU MING CHARTER SCHOOL
Five Year Budget Summary - 3 COHORTS

Prepared by ExED. For use by ExED and ExED clients only. © 2017 ExED

	2017-18	2018-19 Trend	2019-20	2020-21	2021-22	2022-23
Total Enrollment	386	439	468	502	530	554
ADA	374.32	421.44	449.28	481.92	508.80	531.36
% Free and Reduced	14%	14%	14%	14%	14%	14%
% English Language Learners	5%	5%	5%	5%	5%	5%
% Unduplicated Low Income, EL, Foster Youth	17%	14%	14%	14%	14%	14%
INCOME						
8011-8096 · Local Control Funding Formula Revenue	2,916,720	3,442,015	3,745,443	4,126,242	4,482,400	4,801,668
8100-8299 · Other Federal Income	44,625	46,790	52,680	56,160	60,240	63,600
8300-8599 · Other State Income	652,468	876,033	787,916	842,933	888,399	926,550
8600-8799 · Other Income-Local	439,447	356,662	376,259	399,235	418,157	434,037
Grants/Fundraising	544,561	652,900	589,424	632,246	667,510	697,107
8999 · Other Prior Year Adjustments	-	-	-	-	-	-
TOTAL INCOME	4,597,820	5,374,400	5,551,722	6,056,816	6,516,706	6,922,963
EXPENSE						
1000 · Certificated Salaries	2,117,212	2,305,549	2,512,171	2,731,633	2,964,634	3,211,904
2000 · Classified Salaries	452,708	592,051	615,733	640,363	665,977	692,616
3000 · Employee Benefits	562,039	687,917	803,192	907,423	992,881	1,084,313
4000 · Supplies	228,115	240,520	256,408	275,036	290,377	303,597
5000 · Operating Services	1,285,690	1,476,671	1,585,913	1,708,177	1,824,609	1,949,955
6000 · Capital Outlay	-	46,800	46,800	46,800	46,800	46,800
7000 · Other Outgo	-	-	-	-	-	-
TOTAL EXPENSE	4,645,764	5,349,507	5,820,217	6,309,432	6,785,278	7,289,185
NET INCOME	(47,944)	24,893	(268,495)	(252,616)	(268,571)	(366,222)
Ending Cash Balance	403,574	311,389	68,061	(177,262)	(419,666)	(778,078)
Month with Lowest Ending Cash Balance	May: \$349,045	Nov: (\$ 25,150)	Nov: (\$ 34,356)	Nov: (\$ 313,902)	Nov: (\$ 558,273)	Nov: (\$ 847,942)
5% Reserve Goal	232,288	267,475	291,011	315,472	339,264	364,459
Net Income as a Percentage of Expenses	-1.0%	0.5%	-4.6%	-4.0%	-4.0%	-5.0%
Ending Cash as a Percentage of Expenses	8.7%	5.8%	1.2%	-2.8%	-6.2%	-10.7%
Ending Debt Balance		-	-	-	-	-
Per Pupil Revenue	11,911	12,242	11,863	12,065	12,296	12,508
Per Pupil Revenue without Grants/Fundraising	10,501	10,755	10,603	10,806	11,036	11,248
Per Pupil Expense	12,036	12,186	12,436	12,569	12,802	13,169

*ADDITIONAL RENT ADDED IN 2022-23 (\$75K)



Board of Directors
May 10, 2018
AGENDA ITEM INFORMATION

Agenda Item	ExED 18-19 Contract
Time Allotted	10 minutes
Background	<p>The current ExED contract for back-office and CALPADS services ends at the end of June so a new contract should be considered. ExED provides comprehensive financial services to keep charter schools running smoothly. We partner with clients to develop realistic budgets and financial plans that help schools reach their short- and long-term strategic objectives. Once planning is complete, our ongoing financial reporting helps schools make sound operational decisions and allows for effective board oversight. ExED provides a full range of valuable accounting services to ensure that our client schools maintain accurate, reliable financial data and to safeguard their precious financial assets - including cash management. Cash flow is the lifeblood of any organization. ExED helps our clients manage cash actively and effectively.</p> <p>Administering payroll and retirement benefits continues to become more difficult and cumbersome. ExED performs a wide range of payroll and retirement-related tasks, enabling schools to keep their primary focus on the classroom.</p> <p>Charter schools must comply with detailed and time-consuming reporting requirements to school districts and other government entities. ExED takes on much of the burden of swift, accurate compliance and data management. ExED offers expert California Longitudinal Pupil Achievement Data System (CALPADS) data reporting and data management services. ExED's approach—backed by hands-on support— will help ensure that required student and staff data is efficiently managed within your Student Information System and reported to CALPADS. Thanks to these services, your charter school will save time, improve data accuracy and integrity, and secure available funding.</p>
Summary	<p>The ExED 18-19 back-office services flat fee is \$113K, an increase of \$21K based on increased enrollment, and the CALPADS fee is \$10,404, an increase of \$2,200.</p> <p>Note: Should the Board decide to not move forward with a 4th K cohort next year, the Board should review the contract today but</p>



	<p>table the vote pending updated contract pricing based on lower student enrollment.</p> <p>Jessica Norman, Yu Ming Board Treasurer, is an employee of ExED. She will be recusing herself during any discussion and vote on this item.</p>
Type	Vote
Key Questions	1)

EXCELLENT EDUCATION DEVELOPMENT MANAGEMENT AND ACCOUNTING SERVICES AGREEMENT

This Management and Accounting Services Agreement (the “Agreement”) is entered into as of the 30th day of June 2018 (the “Effective Date”) by Yu Ming Charter School (“Client”), a California nonprofit public benefit corporation, and Excellent Education Development (“ExED”), a California nonprofit public benefit corporation, with reference to the following facts:

BACKGROUND

ExED is in the business of providing accounting and related business services to charter schools in California (the “Services” as defined below). Client represents that it has authority to operate one charter school authorized by the Chartering Authority, as defined below. In consideration of the premises, and of the mutual covenants and conditions contained herein, Client and ExED agree as follows:

1. DEFINITIONS

- a. “ADA” means the average daily attendance, reported as required by the California Department of Education that must be filed by the Client with the State of California in accordance with applicable laws and regulations.
- b. “Additional Services” means any supplemental services to be provided by ExED at request of Client. If Additional Services are part of this Agreement, they are described in a Schedule entitled “Additional Services Scope of Work to be Performed by ExED” and attached hereto. Additional services supplement the Basic Services provided by ExED under this Agreement.
- c. “Affiliate” means nonprofit corporations or limited liability companies that are controlled by or under common control with Client. In this Agreement, the following corporation(s) or limited liability companies are Affiliates of Client: Not Applicable.
- d. “Auditor” means an independent certified public accountant selected by Client to prepare annual audited financial statements for Client, as required by California Education Code 41020.
- e. “Basic Services” means the services provided by ExED as selected by Client and described in Schedule A.
- f. “Board” means the governing body of the Client.
- g. “Budget” means the current and future budgets of the Client prepared by ExED in coordination with the Client as described in this Agreement and adopted by the Board.
- h. “Categorical Funding Applications” means State funding programs for which the Client may be eligible and apply for and not included within the Local Control Funding Formula (LCFF).
- i. “Chartering Authority” means the local school district or county office of education or state board of education that has issued a charter to Client to operate a School.
- j. “Client Administrator” means one or more Client staff or Board member(s) in leadership positions authorized to work with ExED with respect to the services outlined in this Agreement. Unless otherwise notified in writing, the Client

Administrator herein shall be (i) the chief executive officer, executive director or equivalent, (ii) the presiding officer of the Board, and (iii) the principal or head of school for matters pertaining to any specific School operated by Client.

- k. “Confidential Information” means any and all technical and non-technical information including copyright, trade secret, and proprietary information, inventions, know-how, processes and algorithms, software programs, and software source documents. Confidential Information includes, without limitation, information acquired from a Student Information System, financial information, procurement requirements, purchasing information, plans and personnel information of the parties, and student information as protected under the Family Educational Rights and Privacy Act (FERPA) and other privacy protection laws, as applicable to the operations of Client and ExED under this Agreement.
Confidential Information does not include information that: (a) is now publicly or generally known or available or that hereafter, through no act or failure on the part of the receiving party, or through any violation of law or contract becomes generally known or available; (b) is legally known to the receiving party at the time of receiving such information; (c) is furnished to others by the disclosing party without a restriction on disclosure; (d) is hereafter furnished to the receiving party by a third party without restriction on disclosure, where such third party legally obtained such information and the right to disclose it to the receiving party; or (e) is independently developed by the receiving party without violation of any legal rights which the disclosing party may have in such information.
- l. “P-1/P-2” means the attendance reports that must be submitted to the State of California for ADA apportionment purposes.
- m. “myExED Portal” means the ExED client portal (myexed.org) and the associated applications made available to select Client staff via this website.
- n. “Paycom” is a third-party human capital management software provider that Client has contracted with to provide payroll processing and other human resource services.
- o. “Paycom Alternate” means Paychex, a payroll processing service alternative to Paycom. If this box is checked with an “X”, Client has elected to use a Paycom Alternate for the term of this Agreement: X .
- p. “Proprietary Property of ExED” means all right, title and interest in and to the materials and systems developed and used by ExED in the performance of the Agreement including, without limitation, all trade secrets, know-how, protocols, policies, specifications, software, forms, as well as additions and modifications thereto developed and/or used by ExED in the furtherance of its operations and in performance of its obligations under this Agreement. Proprietary Property also includes ExED work product, reports, templates, studies, specifications, business methods, tools, methodologies, techniques, solution construction aids, analytical frameworks, algorithms, products, documentation, abstracts and summaries thereof that do not contain or embody Client’s Confidential Information. Proprietary Property includes “ExED Core Business Components,” defined as those general skills, know-how, expertise, techniques, methodologies, processes, templates, and business methods that are acquired or developed during the performance of the Agreement and that are related to ExED’s primary business, such as, by way of example, but not of limitation, methodologies and processes for managing school budgets and financial reporting, that do not contain or embody Client’s Confidential Information. Proprietary Property also includes “ExED Knowledge Capital,” which

means ExED materials existing prior to commencement of the Agreement, or developed outside the scope of the Agreement, that are proprietary to ExED, and all associated intellectual property rights and any enhancements and modifications to such materials, whether or not such enhancements and modifications are developed as part of the Agreement.

- q. “School” means each charter school that Client has been authorized to operate by a Chartering Authority, which is actually operated by Client and included in the scope of the Services described herein.
- r. “Services” means the Basic Services and any Additional Services agreed upon by the parties as further described in Schedule A and additional Schedules (if applicable) attached hereto.
- s. “Student Information System (SIS)” refers to a web-based student information system used to maintain individual-level data including student demographics, course data, discipline, assessments, staff demographics, staff assignments, and other data.
- t. “Site” means a site at which Client conducts its business.
- u. “Standard Financial Reports” means the financial reports prepared by ExED for Client Administrators or the Board. See Schedule A for list of reports included.
- v. “State Budget” means the current budget of the State of California as approved and signed by the Governor of the State of California for the current fiscal year.
- w. “State Standardized Account Codes” means the account codes mandated by the California Department of Education.

2. THE SERVICES

- a. Basic Services. During the term of this Agreement, ExED will provide Client with the Basic Services described on Schedule A. ExED shall provide Client a non-exclusive, non-assignable license to use the Proprietary Property of ExED solely for Client operations, at no additional cost, during the term of this Agreement.
- b. Additional Services. Client may request ExED to provide additional Services. If ExED agrees to provide Additional Services, the Additional Services will be described in detail in a separate Schedule to be added to this Agreement and signed by authorized representatives of both parties. Charges, fees, responsibilities and obligations with respect to the Services will be adjusted as described in that Schedule.
- c. Services to Affiliates. ExED is not providing any services to Affiliates of Client under this Agreement. Client shall cause its Affiliates to engage ExED for a separate scope of services or shall manage the financial affairs of its Affiliates without ExED assistance. If ExED has been engaged by one or more Affiliates to provide services, and Client has been designated to pay for such services (in lieu of paying higher rent, otherwise required for the Affiliate to pay directly), Client agrees that ExED fees for such services will be billed to and due from Client.

3. PAYMENT AND TERMS

- a. Fees and Charges. During the term of this Agreement, Client will pay ExED a fee of \$113,000 for the 2018-19 school year for the Basic Services and reimburse ExED for its actual, reasonable out-of-pocket expenses incurred in providing the Basic Services as provided for in Schedule A. These out-of-pocket expenses will not exceed \$150 per month without prior, written authorization from the Client.
- b. Invoicing. ExED will invoice Client \$9,416.67 monthly from July 1st, 2018, through June 30, 2019, as well as for out-of-pocket expenses incurred not to exceed \$150 per month without prior written authorization from the Client. ExED will automatically prepare a check for ExED's payment on a monthly basis for execution by the person authorized by the Client to execute such checks.
- c. Payment Terms. Payment is due thirty (30) days from the date of delivery of the monthly invoice.
- d. Right to Suspend Performance. In the event of default or delay in payment greater than 45 days from the date of delivery of the monthly invoice, ExED reserves the right to suspend part or all of its performance of duties under this Agreement until all amounts for Services that are due and payable are paid in full. In the event Client disputes all or any portion of the invoice that is due, Client shall notify ExED within 20 days of receipt of the invoice; and initiate the dispute resolution process under Section 10 hereof, but shall pay the invoice in full, pending the outcome of such process.
- e. Taxes. Except as expressly stated in this Agreement, ExED and Client are responsible for any and all taxes on their respective incomes, and for payment and withholding of all applicable taxes, including but not limited to income, property and sales taxes.
- f. Late Payments. Payments made after the 30-day period set forth in Section 3.c. are subject to a late payment penalty equal to a monthly rate of 1%, not to exceed the maximum allowed under applicable law.
- g. Price Changes. The prices and related charges for the Services are subject to increase upon renewal of this Agreement.

4. RELATIONSHIP OF THE PARTIES

- a. Independent Contractors. ExED and Client are independent contractors. No representations or assertions shall be made nor actions taken by either party that would create any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement. Except as may be expressly agreed upon in this Agreement or a Schedule attached hereto, neither party has any authority or power to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any third person or entity.
- b. No Benefits. No ExED employee is eligible to participate in any benefits programs offered by Client to its employees, nor in any pension plans, insurance plans or other similar plans offered by Client to its employees.
- c. Employees. Each party will exercise day-to-day control over and supervision of their respective employees, including, but not limited to, hiring, evaluation, promotion, demotion, compensation, employee benefits, discipline and discharge. All work assignments, instruction, scheduling, staffing and direction of Client employees shall

be the exclusive province of the Client. Each party is responsible for obtaining and maintaining worker's compensation coverage and unemployment insurance for its employees.

- d. Subcontractors. ExED reserves the right to subcontract with other individuals and businesses for the Services. ExED will be responsible for its subcontractors, all payments to subcontractors, and the direction and control of the work to be performed by, its subcontractors, if any. All subcontractors, if any, will be required by ExED to comply with the terms and conditions of this Agreement respecting Client Confidential Information.

5. THE CLIENT'S OBLIGATIONS.

- a. Authorized Personnel. The Client Administrator(s) identified herein are authorized to work with ExED and authorize their staff to work with ExED with respect to the services outlined in this Agreement.
- b. Alternative Contacts. The Board may also identify, in writing to ExED, its key or principal contact, if other than the Client Administrator, who is authorized to receive and disclose Confidential Information, receive payroll checks and discuss personnel issues; as well as an alternate contact in the event the Client Administrator cannot or should not serve as the Client's contact due to conflict or suspected misconduct. In the absence of such designated persons, the chief executive officer and the presiding officer of the Board shall have such authority.
- c. Financial Records and Audit.
 - (i) The Client will maintain customary and reasonably correct, complete and accurate books and records of account as required by the United States government, the State of California (and any other funding authority such as philanthropic organizations). The Client will deliver all supporting documentation in accordance with the monthly close timeline developed by ExED and provided to Client.
 - (ii) The Client will obtain a timely annual audit of its books and records from a qualified independent certified public accounting firm and immediately provide ExED with a copy of any annual audit and related reports, notes or statements. Client authorizes and instructs ExED to work with Client's Auditor on any matter or issue pertinent to the Services and will confirm such authorization upon request by ExED.
 - (iii) Client covenants that it will respond promptly and professionally to any and all questions or investigations from the Chartering Authority, any governmental investigating or funding authority or Client's Auditor, to the extent required by law, including exceptions noted in any independent accountant's report.
- d. Coordination and Cooperation. Client will cause the Client Administrator(s) and other authorized staff members to work closely and cooperatively with ExED to facilitate the effective performance and delivery of the Services. Client will comply with and respond promptly to all reasonable requests of ExED for information or documents from the Client.
 - (i) Client covenants to: assist ExED in reconciling outstanding invoices, and to provide ExED with copies or originals of vendor invoices and

correspondence, as well as other statements and receipts in accordance with the monthly close deadline established by ExED.

- (ii) Client staff with access to the myExED Portal will take reasonable steps to maintain the confidentiality of their myExED login credentials. Client staff will notify ExED if the confidentiality of their myExED login credentials has been compromised.
- (iii) Client staff will take reasonable steps to ensure the security of the devices used to access the myExED Portal and will use their best effort to notify ExED if the security of a device has been compromised.
- (iv) Client staff will only use the myExED Portal for work related activities.

e. Payroll. Client will provide all necessary and proper data to ExED for payroll processing and retirement reporting, if applicable.

- (i) All original documents as it relates to personnel files or payroll logs will be maintained at the Client Site.
- (ii) If necessary, Client will use, and purchase if necessary to use, commercially reasonable time clocks for timekeeping purposes.
- (iii) The following provisions shall apply unless Client is using a Paycom Alternate for the term of this Agreement:
 - (1) Client will sign, or has signed, the Paycom Payroll Service Agreement and Paycom will deposit and file Client's Federal, State Withholding and State Disability taxes and tax returns, quarterly and annual, associated with payrolls processed through Paycom. Paycom will file Client's annual forms W-2/W-3.
 - (2) Client will be responsible for all fees and charges assessed by Paycom.
 - (3) Client will submit all necessary payroll and time and attendance data within the Paycom software.
 - (4) Client will be responsible for maintaining employee information, not related to payroll processing, within the Paycom software.
 - (5) Client will be responsible for working with Paycom to setup and track any payroll accruals (e.g., vacation, sick, etc.)
- (iv) Client will approve all final check calculations. ExED will follow California labor code when calculating an employee's final check unless directed by the Client to follow the calculation method commonly used by school districts.

f. Attendance Records and Reports. Client must take all necessary and proper steps to provide regular, accurate and timely responses to daily attendance tracking reports.

- (i) Client is responsible for taking daily attendance records compliant with the California Education Code. Client must maintain phone logs, tardy logs and other pertinent information related to appropriate attendance tracking.

- g. Grant and Funding Requirements. Client covenants to make good faith effort to comply with all material grant and funding requirements, including record keeping, reporting, management and financial controls and policies and procedures.
 - (i) Client to prepare Semiannual Certifications and/or Personnel Activity Reports to account for wages paid for with federal funds.
- h. Chartering Authority Requirements. Client covenants to make good faith efforts to comply with all material requirements, including policies and procedures, of the Chartering Authority to the extent applicable to the Client.
- i. Client Policies and Procedures. Client covenants to develop, apply and follow not less than customary and reasonable policies and procedures applicable to: Human Resources, Payroll Administration, Internal Financial Controls, Accounts Payable and other disbursements and, if applicable, competitive bid procedures for vendors.
- j. Insurance. Client will obtain and maintain customary and reasonable general liability coverage for its facilities and operations. ExED shall be entitled to request evidence of such coverage.
- k. Notice and Information. Client covenants that it will provide ExED with prompt, complete and accurate notice of and information concerning any material errors in Client data and Client's books and records, as well as with respect to investigations or inquiries into the Client, its activities, operations and reports by the Chartering Authority or any other governmental authority, to the extent permitted by law. Client will promptly provide ExED with copies of every report or notice provided to the Chartering Authority or any other governmental agency, including any schedules or exhibits thereto, to the extent such report or notice relates to the Services outlined in this Agreement.
- l. Designation of ExED. Client hereby designates employees and subcontractors of ExED whose duties require access to Confidential Information, including personnel and student information, as having a legitimate educational interest under FERPA.
- m. Protection of Proprietary Property of ExED. Client shall maintain the confidentiality of all Proprietary Property of ExED and shall not divulge such information to any third parties both during the term of this Agreement and after its termination except (i) as may be necessary for the discharge of its obligations under this Agreement, and (ii) as required by law. Client shall take reasonable precautions against disclosure of any Proprietary Property of ExED to any unauthorized person by any of its officers, directors, employees or agents. Client shall not directly or indirectly, without the express prior written permission of ExED, use the Proprietary Property of ExED for any purpose except to the limited extent necessary for the conduct of its operations in accordance with this Agreement. Upon termination of this Agreement for any reason, Client shall cease all use of Proprietary Property of ExED.
- n. Integrity and Financial Responsibility. Client will act with integrity and alert the management of ExED to any fraudulent activity which is reasonably related to the Services as soon as the Client becomes aware, to the extent permitted by law. Client acknowledges that ExED's ability to provide Services is premised upon the Client acting in a financially prudent manner, including but not limited to timely approval of balanced budgets and maintaining a positive variance to budget throughout the year to the extent feasible.

6. REPRESENTATIONS AND WARRANTIES OF CLIENT

- a. Organization of Client. Client is a California nonprofit public benefit corporation, duly organized, validly existing, and in good standing under the laws of the State of California and eligible for determination as a tax-exempt organization which has all requisite power and authority to own, lease and operate its properties and to carry on its educational operations as they are now being conducted.
- b. Corporate Power and Authorization. Client has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by Client have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by Client and constitutes the valid and legally binding obligation of Client enforceable in accordance with its terms and conditions. Client need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.
- c. No Breach. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Client is subject or any provision of its Articles of Incorporation, Bylaws or Charter, nor (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which Client is a party or by which it is bound or to which any of its assets is subject.

7. REPRESENTATIONS AND WARRANTIES OF ExED

- a. Corporate Power and Authorization. ExED has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by ExED have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by ExED and constitutes the valid and legally binding obligation of ExED enforceable in accordance with its terms and conditions. ExED need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.
- a. No Breach. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which ExED is subject or any provision of its Articles of Incorporation or Bylaws or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which ExED is a party or by which it is bound or to which any of its assets is subject.
- b. Insurance and Bonding. ExED will obtain and maintain customary and reasonable comprehensive general liability insurance and errors and omissions insurance appropriate to its business under this Agreement and its school-site employees will be covered under ExED's Crime coverage for employee dishonesty.

- c. No Duty to Monitor Compliance with Obligations. In the course of its work, and consistent with Client's obligations hereunder, ExED may become aware of instances of non-compliance by Client with its own policies, procedures or other obligations described in Section 5 of this Agreement. ExED may bring such failures to the attention of the point of contact or chief executive officer or the presiding officer of the Board, but shall have no obligation to do so, unless the failure directly and materially affects ExED's ability to carry out its obligations under this Agreement or is the basis for termination of the Agreement for cause.
- d. Confidentiality. ExED shall keep all Confidential Information made available to it under this Agreement confidential to the extent required by law; provided that nothing herein shall be construed as restricting ExED in performing the Services, which require routine disclosure of such information to Auditors, Chartering Authorities, regulatory agencies, insurance carriers, service providers and suppliers, and the Client. Confidential Information shall be handled by ExED, its employees and subcontractors as follows:
- (i) Except as set forth in (vi) below, ExED shall not use the Confidential Information disclosed by the Client pursuant to this Agreement for any purpose other than carrying out its obligations under this Agreement.
 - (ii) ExED and any ExED subcontractors granted access to Client Confidential Information, will take reasonable steps to maintain the confidentiality of Client's Confidential Information and will notify Client if the confidentiality has been compromised.
 - (iii) ExED and any ExED subcontractors will take reasonable steps to ensure the security of the devices used by their staff to access Client Information and will use their best effort to notify Client if the security of a device has been compromised.
 - (iv) ExED shall maintain reasonable security measures to safeguard the Confidential Information.
 - (v) ExED may, but shall not be required to, destroy the Confidential Information in its possession when no longer needed to carry out the purposes of this Agreement. To the extent such Confidential Information resides only on equipment or in files owned or controlled by ExED, upon termination of this Agreement, ExED shall provide copies to Client at Client's expense. ExED shall require its employees and subcontractors to agree to comply with these Standard Conditions for the handling of Confidential Information.
 - (vi) Notwithstanding the foregoing, ExED shall have the right to use Client Confidential Information in a non-identifiable way, as part of its overall database of information about public charter schools. For example, Client salaries may be included in overall information ExED compiles, and provides to Client, about the range of salaries offered by similar schools.
- e. Limited Services Warranty. ExED represents and warrants that it has the requisite personnel, equipment, expertise, experience and skill to perform its obligations hereunder and provide the Services to Client in a timely and professional manner.
- (i) Disclaimer of all Other Warranties.

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF. ExED DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- (ii) Limited Remedy. Client's exclusive remedy for defective Services – upon ExED's confirmation of the defect after receiving notice of a claimed defect from Client – is re-performance of the Services by ExED at ExED's expense.
- (iii) Limitation of Liability. EVEN IF ExED CANNOT OR DOES NOT RE-PERFORM ANY DEFECTIVE SERVICES, AND CLIENT'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, ExED'S ENTIRE LIABILITY SHALL IN NO EVENT EXCEED \$62,500. ExED HAS NO LIABILITY FOR GENERAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM A DEFECT IN ANY SERVICES.
- (iv) Allocation of Risk. Client acknowledges that the pricing of the Services and the other terms of this Agreement have been set based on the foregoing sections of this Agreement providing for an agreed allocation of the risk for any defective Services between the parties. Client further acknowledges that the pricing and terms would have been different if there had been a different allocation of the risk.

f. Warranty Exclusion. ExED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THIRD PARTY SOFTWARE OR HARDWARE.

g. Limited Liability. EXCEPT FOR FAILURE TO COMPLY WITH THE PROPRIETARY RIGHTS PROVISIONS CONTAINED IN THIS AGREEMENT:

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE.

8. INDEMNITIES.

Client and ExED indemnify each other and hold each other, and each other's officers, directors, employees, agents harmless, from and against any and all direct claims, costs, losses, liabilities and expenses for personal injury and property damage, including reasonable attorneys' fees, attributable to their actions and omissions under this Agreement, but excluding claims that would not be made but for the gross negligence or willful misconduct of the party seeking indemnification.

9. TERM AND TERMINATION EXPIRATION.

This Agreement shall continue in full force and effect from July 1, 2018, until June 30, 2019.

- a. Termination for Uncured Breach. If either party to this Agreement materially defaults in the performance of any of the terms of this Agreement, the non-defaulting party may terminate this Agreement by providing written notice of termination to the defaulting party of the nature of the default or material breach of this Agreement and the termination shall be effective thirty days from receipt of notice unless the defaulting party cures such default within said thirty-day period.
- b. Insolvency. In the event that either party is unable to pay its debts when they become due, declares bankruptcy or insolvency, or makes an assignment for the benefit of its creditors, the other party may terminate this Agreement upon written notice.
- c. Other Rights. The rights of the parties to terminate this Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights are cumulative. The exercise of any right or remedy under this section 10 does not preclude the exercise of any other right or remedy.
- d. Termination for convenience. Either party may terminate this Agreement upon 30 days written notice to the other party, without cause. During the notice period, the parties shall cooperate to wind up and complete the pending work for the current month.
- e. Immediate termination for cause. ExED may immediately terminate this Agreement in the event it determines that it cannot provide the Services in a professional manner, due to the actions or inaction of the Client with respect to financial controls and management; in such event, ExED will cooperate with Client to transition its duties to Client personnel or another vendor.

10. DISPUTE RESOLUTION.

Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, arising out of either party's performance of this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section 10.

- a. Resolution Sequence. If the Dispute cannot be settled by good faith negotiation between the Chief Executive Officers of the parties – which must take place within thirty days of receipt by one party of a claim of a Dispute – ExED and Client will submit the Dispute to non-binding mediation in Los Angeles. If complete agreement cannot be reached within thirty days of submission to mediation, any remaining issues will be resolved by binding arbitration in accordance with Sections (c) and (d) below. Except as otherwise provided herein, arbitration shall be governed by the provisions of the California Code of Civil Procedure, commencing with Section 1280.
- b. Arbitrator. A single Arbitrator who is a retired judge and knowledgeable in commercial matters will conduct the arbitration. The Arbitrator's decision and award will be final, must be made in writing with findings of fact and conclusions of law, will be binding and may be entered in any court with jurisdiction. The Arbitrator will not have authority to make errors of law or legal reasoning, nor to modify or expand any of the provisions of this Agreement. The Arbitrator will not have the authority to award damages not permitted by this Agreement.
- c. Rules and Expenses. Any mediation or arbitration commenced pursuant to this Agreement will be conducted under the then current rules of the alternate dispute

resolution (“ADR”) firm in the site selected by the parties. If the parties are unable to agree on an ADR firm, the parties will conduct the mediation and, if necessary, the arbitration, under the then current rules and supervision of the American Arbitration Association. ExED and Client will each bear its own attorneys’ fees associated with the mediation and, if necessary, the arbitration. ExED and Client will pay all other costs and expenses of the mediation/arbitration as the rules of the selected ADR firm provide. ExED and Client shall divide the amounts charged by the ADR firm equally.

- d. Equitable Relief and Indemnification. Each of the parties acknowledges and agrees that due to the unique nature of the Confidential Information and the Proprietary Information of ExED there can be no adequate remedy of law for any breach of its obligations to maintain the confidentiality and security of such information, and that any breach may allow the breaching party or third parties to unfairly compete with the non-breaching party resulting in irreparable harm to the non-breaching party that cannot be adequately compensated for through damages. Therefore, notwithstanding the foregoing provisions of this Section 10, upon any such breach or any threat thereof, the non-breaching party may, at its option, seek temporary, preliminary, and permanent injunctive relief and to be indemnified by the breaching party from any loss or harm, including without limitation, actual attorney fees, in connection with any breach or enforcement of the breaching party’s obligations to keep the non-breaching party’s information confidential and secure, or the unauthorized use or release of any such proprietary or confidential information. Each party will notify the other party in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware. The obligations of the parties under this paragraph shall survive the expiration or termination for any reason of this Agreement.
- e. Limitation on Actions. Any Dispute either party may have against the other with respect to this Agreement must be brought within two years after the cause of action arises. This Section 10 shall survive the expiration or termination for any reason of this Agreement.

11. GENERAL.

- a. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto, fully supersedes any and all prior agreements or understandings pertaining to the subject matter hereof and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by each and all of the parties hereto subsequent to the execution of this Agreement.
- b. Waiver in Writing. During the term of this Agreement, neither party shall be deemed to have waived any right, power or privilege under this Agreement or any provision thereof unless such waiver shall have been duly executed in writing and acknowledged by the party to be charged with such waiver.
- c. No Implied Waiver. The failure of any party to act or exercise its rights hereunder upon the breach of any of the terms or conditions hereof shall not be construed as a waiver of such breach, nor shall it prevent such party from hereafter enforcing strict compliance with any and all of the terms and conditions herein set forth.
- d. Communications. Any notice or other communication required by, or permitted to be made by or given to, either party pursuant to this Agreement shall be sent to such party by registered, certified or express mail, postage prepaid or prepaid courier

service, addressed to such party at its address set forth below, or to such other addresses as such party shall designate by written notice given to the other party, and shall be deemed to have been made, given or provided on the date of receipt.

Client: 1086 Alcatraz Avenue
Oakland, CA 94608
E-mail: spark@yumingschool.org

ExED: 11858 La Grange Avenue 2nd Floor
Los Angeles, CA 90025
E-mail: tanderson@exed.net

- e. Applicable Law. This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the laws of the State of California, provided, however, that any provision of this Agreement which may be prohibited by or otherwise held invalid under such laws shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective any or all of the remaining provisions of this Agreement.
- f. Assignment; Successors. This Agreement is personal, being entered into in reliance upon and in consideration of the skill, qualifications and representations of, and trust and confidence reposed in, ExED and its employees and its selected subcontractors. Accordingly, neither this Agreement nor any of its rights or privileges shall be sold, assigned, transferred, shared, or encumbered, by operation of law or otherwise, without the prior written consent of the affected (non-assigning) party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- g. Force Majeure. Neither party shall be liable for any delay or failure in its performance of any of the acts required by this Agreement when such delay or failure arises from circumstances beyond the control and without the fault or negligence of such party. Such causes may include, without limitation, acts of God, acts of public enemies, acts of civil or military authority, labor disputes, material or component shortages, embargoes, rationing, quarantines, blockades, sabotage, utility or communication failures or delays, earthquakes, fire, flood, epidemics, riots or strikes. The time for performance of any act delayed by any such event may be postponed for a period equal to the period of such delay.
- h. Publicity. Client may act as a reference for ExED with respect to the Services upon ExED's reasonable request. ExED may issue press releases or identify Client in marketing materials provided that all references to Client are fair, accurate and not misleading and approved by Client in writing, in advance, in each instance.
- i. Headings. The headings of the several articles and sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement in counterparts as of the Effective Date through duly authorized representatives.

CLIENT:

By: _____ Dated: _____,

Name: Sue Park

Title: Head of School

ExED:

By: _____ Dated: _____,

Name: Tait G. Anderson

Title: Executive Vice President

SCHEDULE A:

SUMMARY OF BASIC SERVICES TO BE PERFORMED BY EXED

- 1) Budgeting
 - A) Budget Development
 - 1) Work with Client administrators to develop an annual budget for each School (1 budget) for the subsequent fiscal year beginning in March of each year, for approval by Client's governing board no later than June 30th. The budget will be aligned with State Standardized Account Code structure per mandate. The budget will be for the overall organization and will include an annual budget, monthly cash flow for five years, and multi-year projections for the next five years for each School.
 - B) Final Operating Budget
 - 1) Upon the approval of the State Budget, ExED will work with Client administrators to perform any needed revisions to the Budget to reflect legislation adopted. Revisions, if necessary, will be kept to a minimum and forwarded to the Board for approval.
 - C) Additional Budget Versions
 - 1) As requested by the Client for its charter petition renewal with its Chartering Authority, ExED will prepare the budget to be submitted with the petition.
 - 2) As needed for other purposes including State Budget uncertainty, facility projects, new charter school petitions, and loan applications, ExED will prepare alternate budget scenarios for the Client. Extensive budget models may require an additional fee, as approved in advance by Client in writing.
 - D) Budget & Deferral Monitoring
 - 1) ExED will closely monitor changes to the State Budget revenues and deferral schedule as they change during budget season and throughout the year. ExED will analyze these changes and the impact of these changes on the Client's financial outlook and will notify Client of any significant implications.
- 2) Financial Management, Reporting, and Forecasting
 - A) Standard Financial Reports
 - 1) Prepare and email and/or make electronically available Standard Financial Reports, or subset of Standard Financial Reports approved by Client Administrator, to Client Administrator. The reports will be provided monthly, or on an alternative timeline approved by Client Administrator. If monthly, the Standard Financial Reports will be available by the 10th of the month following month end reconciliation. For example, financial reports for September will be available by November 10th.
 - 2) In this Agreement, "Standard Financial Reports" shall mean:
 - (a) Financial Dashboard (excluded from July Financial Package)
 - (b) Cash Flow Forecast (excluded from July Financial Package)
 - (c) Financial Analysis (excluded from July Financial Package)
 - (d) Income Statement
 - (e) Balance Sheet
 - (f) Statement of Cash Flows
 - (g) Check Register
 - (h) General Ledger
 - B) Financial Dashboard
 - 1) Prepare a dashboard which displays key indicators of financial health – income statement summary with variances and forecast, cash flow charts with actuals and forecast for the year, ADA chart with actuals and forecast, and balance sheet summary.

- C) Cash Flow Forecast
 - 1) ExED will prepare a Cash Flow Forecast report for each School (1 forecast) throughout the year as part of the Standard Financial Reports. This report will project cash flow on a monthly basis and will reflect timing of revenue and expenses for the full fiscal year. The report will enable stakeholders to make timely decisions of expense reductions that may need to be made or additional revenue that could be spent. This tool ensures that Client Administrator can understand at any point in the year, what the full fiscal year is expected to look like financially.
 - D) Financial Analysis
 - 1) ExED will perform on-going analysis of actual versus budget revenue and expenses and monitor cash flow. As it relates to Standard Financial Reports, any unusual items and/or unfavorable trends identified by ExED will be reported to the Client at that time.
 - E) Client & Board Meetings
 - 1) At a minimum once every quarter, ExED shall prepare and review Client's financials with Client Administrator.
 - 2) Prepare and present Client's financial health to the Board as appropriate, but no less than once every quarter, and including special Board meetings.
 - 3) Prepare and present Client's financial reports to Finance Committees as appropriate.
 - 4) Present, or arrange for Auditor to present, annual audit to Audit Committee as appropriate.
 - F) Chartering Authority Financial Reporting
 - 1) Complete and submit all financial reporting required to Chartering Authority including First Interim, Second Interim, Unaudited Actuals, and Preliminary Budget as required by any mandated due dates.
 - G) Facility Financing Reporting
 - 1) As appropriate, ExED will assist with preparing necessary facility financing reports and attend facility financing meetings. Extensive facility financing reports may require an additional fee, as approved in advance by Client in writing.
- 3) Accounting and Bookkeeping Services
- A) General Ledger Maintenance
 - 1) Establish and maintain Client's general ledger per the State Standardized Account Code Structure. ExED will monitor and edit revenue and expenditure account code structure, add program and location codes when needed, and perform all other regular maintenance.
 - B) Bookkeeping
 - 1) Record all transactions into accounting system with appropriate coding to enable the required reporting.
 - C) Balance Sheet Reconciliation
 - 1) Perform monthly reconciliation of all bank statements. Quarterly perform reconciliation of remaining balance sheet accounts: Prepaid/Deposits, Accounts Receivable, Accounts Payable, Payroll Liability, Debt/Loans, and any Other Asset or Liability Item. Record monthly depreciation entries and update asset values for items such as property, equipment, and furniture.
 - D) Accounts Payable
 - 1) Process vendor invoices for payments, including: verify approval of payment, determine cash flow availability, verify non-duplication of payment, log appropriate accounting entries, produce check payments, and verify check security. ExED will process vendor invoices approved for payment on a schedule to be determined in consultation with the Client. At a minimum, ExED will process vendor invoices once per week. Any discrepancies will be reported to the Client within three business days of ExED becoming aware of the discrepancy.

- (a) Rush Checks: The Client will be allowed one rush check a month. After that, the Client will be charged a fee of twenty dollars (\$20.00) per rushed check that is the fault of the Client (e.g., invoices held up at the Client site). The Client will also be charged the cost of delivery, if applicable. Rush Checks are defined as checks requested to be sent out immediately, outside normal weekly processing schedule.
 - 2) Complete 1099s for independent contractors.
 - E) Accounts Receivable
 - 1) Monitor receipt of revenue to ensure the Client receives all entitlements. Perform collection activities to receive past due funding from government agencies, not including initiation of legal proceedings.
 - F) Audit Preparation
 - 1) Collect, or arrange for Client to provide, all information required by Auditors (e.g., loan documentation, grant award letters, building leases, copier leases, attendance, National School Lunch Program, public grant documentation, school board minutes, CALPADS reports, internal control questionnaires, etc.).
 - 2) Prepare required schedules (e.g., accrual worksheet, fixed asset ledger, balance sheet account detail, etc.).
 - 3) Serve as the point of contact for all communication with the Auditors regarding financial data maintained by ExED.
 - 4) Prepare and collect required information for Auditor to complete the 990 tax return.
 - 5) Work and meet with Client's Audit Committee as needed.
 - G) Training
 - 1) Train Client personnel on accounting and internal control procedures.
- 4) Cash Management
 - A) Cash Position Reports
 - 1) Prepare and distribute weekly cash position report to the Client. The cash position report summarizes current book balance and details checks cut by ExED in last week, outstanding checks that have not cleared the bank, upcoming items such as payroll, and any unpaid bills.
 - 2) As needed, cash position report will include a detailed forecast for the next 30-60 days for cash flow analysis.
 - B) Loans & Lines of Credit
 - 1) Analyze future cash flow needs that may require loan or line of credit.
 - 2) Prepare applications for new and/or renewal of loans or lines of credit.
 - 3) Present loans or lines of credit to board and obtain board resolutions as needed.
 - C) State Revenue Deferral Exemption Applications
 - 1) Analyze future cash flow and determine whether the Client needs to apply for exemption from upcoming deferrals when available. Prepare and complete applications for deferral exemptions.
 - D) Manage timing of invoice payment.
 - E) Plan and manage payment of outstanding debt.
- 5) Payroll Processing and Retirement Reporting
 - A) Payroll Processing
 - 1) Paycom. The following provisions shall apply unless Client is using a Paycom Alternate for the term of this Agreement:
 - (a) Client shall maintain within the Paycom software, in a manner consistent with the information given to ExED, (i) employee information related to payroll processing and (ii) non-tax payment information, such as voluntary deductions and garnishments.

- (b) Notify Client if Client does not have sufficient funds to cover its payroll amounts, taxes, processing charges and fees in Client's designated Demand Deposit Account, on or before 1:30 p.m., Central Time, based on one of the following schedules: Three (3) banking days prior to each check date, unless the check date is on a Saturday, Sunday, or bank holiday, in which case four (4) banking days prior to check date.
 - (c) Assist Client in instructing the Bank holding the Client's Demand Deposit Account to honor the charges as initiated from time to time by Paycom.
- 2) Paycom Alternate. If Client is using a Paycom Alternate for the term of this Agreement ExED will (i) process any status updates, new hires, terminations, and or informational changes in the payroll system based on information submitted by the Client on Status Change Request forms, and (ii) calculate and submit to federal and state authorities federal and state payroll tax payments and reports, as required by law and directed by Client.
- 3) Regular Payroll Schedules: ExED will provide the Client a payroll schedule for the calendar year which includes accrual period and deadlines for ExED to receive from the Client the following information: new hire documentation, personnel change forms and payroll time data for each respective pay period. The Client is responsible to submit all information by the deadlines established per Client's payroll schedule.
- 4) Supplemental Payroll Schedules: For all supplemental payroll schedules requested by the Client, ExED will charge Client at the following rates (note: Client may incur charges from Paycom in addition to ExED charges outlined below):
 - (a) Late Submission/Unexpected Payroll Schedules: The Client will be charged a fee of twenty dollars (\$20.00) per check. Such supplemental checks include, but are not limited to:
 - (i) Late Submission of Payroll Data: If the Client submits late payroll information and specifically requests checks be processed as a supplemental run;
 - (ii) Supplemental Checks Regarding Terminating Employees:
 - (i) Involuntary Termination by the Client: California law generally requires an employee who is being terminated to receive a check upon exit from the Client. If the Client anticipates an employee termination, the Client is expected to communicate with ExED's payroll contact as soon as it becomes aware of the termination and work together to get the check to the Client as expeditiously as possible.
 - (ii) Voluntary Termination by Employee: California law generally requires an employee to be paid within 72 hours of terminating. The Client is expected to provide payroll information to ExED's payroll contact immediately upon notification of a terminating employee.
 - (iii) Supplemental Checks Regarding Employees Going on Family/Maternity Leave or Family Medical Leave: The Client is expected to communicate with ExED's payroll contact as soon as it becomes aware that an employee is going on family/maternity leave or leave that falls under the Family and Medical Leave Act.
 - (b) Scheduled Bonus/Stipend Supplemental Runs: When a bonus/stipend payroll is agreed upon in advance and ExED is given sufficient lead time to prepare, the Client will not be charged. If the Client requires a quick turnaround (less than 72 hours), ExED will charge the Client twenty dollars (\$20.00) per check.
 - (c) Unscheduled/Emergency Supplemental Runs: When a special check is requested without advance notice and preparation time, the Client will be charged twenty dollars (\$20.00) per check.
- 5) File and deposit Client's State Unemployment taxes and quarterly returns associated with payrolls processed through Paycom.
- 6) If Client is closed for school break and cannot receive payroll package, Client can approve payroll package to be mailed to ExED. ExED will deliver the payroll package

to Client at the next scheduled school meeting. At Client's direction and Client's expense, ExED can mail out each individual employee's paystub.

B) Retirement Reporting

- 1) STRS/PERS - ExED will timely submit monthly the required information to the local county office of education or the designated 3rd party administrator. The retirement division at the county office of education will then forward the information to CalSTRS/CalPERS. ExED will coordinate remittance of STRS/PERS contributions with the county office of education accounting department via check, ACH or debit from Client's apportionment account.
- 2) Other retirement plans (e.g., 403B, 401K, 457, etc.) – ExED will process appropriate deductions for employees upon receipt of appropriate paperwork from the Client. ExED will submit payment to the applicable retirement company based on Client payroll schedule.

C) Personnel

- 1) Assist Client in developing sound procedures for management of employee records.
- 2) Assist Client in completing unemployment insurance claims and workers' compensation audits.
- 3) If applicable, process and report on summer savings.

6) Compliance and Data Management Services

A) Attendance Reporting

- 1) Prepare PENSEC 20-Day, P-1, P-2, and Annual attendance reports from Client-provided records, and submit to the Chartering Authority as required.
- 2) Prepare and submit monthly statistical and classification attendance reports, if required to be submitted by Chartering Authority.
- 3) Attendance Reporting Revisions: All attendance reporting revisions required to be made after submission deadlines agreed to by ExED and Client during which Client confirms attendance data is ready to be run, will be charged at the following rates (in the case Client operates multiple Schools, these charges will be applied for each School that requires an adjustment):
 - (i) The Client will be charged a fee of one-hundred dollars (\$100.00) for each instance and each month the monthly attendance data needs to be revised.
 - (ii) The Client will be charged a fee of one-hundred dollars (\$100.00) if a prior year P-2 adjustment is required.
 - (iii) The Client will be charged a fee of five-hundred dollars (\$500.00) if a CALPADS Unduplicated Pupil Count (UPC) adjustment is required.

B) Categorical Funding Applications

- 1) Prepare funding applications for funding sources identified in Client's Budget. This includes the following (if applicable): Consolidated Application (ConApp), Title III Consortium Application English Learner, the Annual Funding Survey, the PENSEC Report for new/expanding schools, SB 740 Facility Grant Program, and the Facilities Incentive Grant, if the Client is eligible and requests that ExED complete the application.
- 2) Assist with budget/financial sections of Public Charter Schools Grant Program (PCSGP) and other grant applications, if applicable.
- 3) In the event that new funding programs become available, funding program elements and pricing will be revised if the Client wishes ExED to pursue such funding. These applications will be subject to the timelines and conditions of the funding programs and will be the primary responsibility of the Client.
- 4) While ExED may suggest funding sources and opportunities, Client shall be responsible for identifying those it wishes to pursue.

C) Compliance and Fiscal Reporting

- 1) Prepare preliminary Budget report and submit to Chartering Authority in required format.
 - 2) Twice a year, prepare Interim Financial Reports and submit to Chartering Authority in required format.
 - 3) Annually, prepare the Unaudited Actuals Report and submit to the Chartering Authority in required format.
 - 4) Provide Local Control Funding Formula (LCFF) funding numbers (LCFF Base Revenue, LCFF Supplemental and Concentration, and Minimum Proportionality Percentage) required for Local Control and Accountability Plan (LCAP). Assist with budget estimates related to the actions and services included in LCAP.
 - 5) Prepare and disseminate fiscal reports to lenders and creditors as appropriate.
 - 6) Prepare and submit federal reporting as appropriate.
 - 7) Prepare and submit Title I, II, III, IV and V reporting as appropriate.
 - 8) Provide assistance as Client prepares Semiannual Certifications and/or Personnel Activity Reports to account for wages paid for with federal funds
 - 9) If appropriate, complete After School Educational & Safety program reporting.
 - 10) Prepare per pupil expenditure section of the School Accountability Report Card (SARC).
 - 11) Prepare school expenditure section of the Civil Rights Data Collection.
- D) Nutrition Claims Reporting
- 1) Prepare monthly claim information for National School Lunch Program, as appropriate, and transfer information into Child Nutrition Information and Payment System (CNIPS). Client reviews, notifies ExED of any discrepancies and submits final monthly claim information in CNIPS.
 - 2) Prepare and submit year-end Cost and Revenue reporting.
 - 3) Provide assistance in preparing for financial components of the School Nutrition Program administrative review.
- 7) Meetings and Trainings
- A) Office Manager Meetings & Document Delivery
- 1) ExED will coordinate with the Client to arrange for how inter-office communication will be delivered to ExED.
- B) Annual ExED Business of Charter Schools Meeting
- 1) ExED provides an annual meeting to provide an update of State Budget and share best practices for school operations related to internal controls, compliance (e.g., attendance and nutrition reporting), payroll, and other procedures and policies to prepare the Client for the upcoming school year.
- C) Office Manager and other Staff Trainings
- 1) ExED provides initial and ongoing training as needed to the Office Manager and other Client staff regarding proper internal controls, ExED and Client procedures and policies, and systems or software ExED may employ to serve the Client.
- D) Finance Committee Guidance
- 1) ExED provides guidance to the Board and Committee members on best practices to monitor financial reports.
- E) Client Administrator Meeting
- 1) ExED's Team Leader meets regularly with Client Administrators to review financial report and any other outstanding issues or concerns. Provides coaching on best practices to monitor Client's finances.
- F) Chartering Authority Meetings
- 1) ExED prepares required materials for and attends Chartering Authority fiscal visits.

- 2) ExED attends charter renewal meetings and hearings as needed. Any air-travel or overnight lodging expenses for ExED staff associated with these meetings will be the responsibility of the Client. Any ExED travel will be pre-approved by the Client.
 - G) WASC Review
 - 1) Prepare fiscal materials for and attend WASC review meetings as needed.
 - H) Other Meetings
 - 1) As needed, ExED meets with county office of education regarding retirement reporting.
- 8) Other Support Systems, Tools, and Services
- A) myExED Portal
 - 1) Provide secure access to myExED Portal (myexed.org) for relevant Client staff to access ExED applications and exchange necessary information.
 - 2) From within the myExED Portal, ExED will provide select Client staff access to various applications, including but not limited to the following:
 - (a) ExED Marketplace (powered by SpendBridge)
 - (b) ExED FileShare (powered by Box)
 - (c) ExED Financials (powered by QlikView)
 - B) Business Guide, Calendar and Newsletter
 - 1) Distribute a monthly newsletter (ExED Monthly) which summarizes important information regarding compliance related deadlines and news.
 - C) Facility Financing
 - 1) If appropriate, assist the Client in securing facility financing.
 - D) Policies and Internal Controls
 - 1) Provide suggested policies and procedures for proper internal controls.
 - 2) Provide sample 990 policies including conflict of interest.
 - E) Other Audits/Reporting
 - 1) Assist other audits as appropriate including Workers Compensation, Special Education, After School Education & Safety, Federal Single audit, Office of Inspector General, IRS, etc.
 - 2) As appropriate, file property tax exemptions and provide sales and use tax reporting.
- 9) Infrastructure Set-Up (if applicable)
- A) County Office of Education Set-up
 - 1) Complete Charter School Application and collect all required documentation to submit to local county office of education. This includes collecting documentation for charter and employer tax status, drafting fiscal resolutions of the Board, and completing authorization forms.
 - 2) Work with county office of education to set up the charter school as a pass through district and establish funding stream from District and the State.
 - B) Revenue Enhancement Services
 - 1) Assist in preparing Child Nutrition Application. Client is responsible for drafting and submitting.
 - 2) Prepare the Charter School Funding Survey and submit it by the required deadline.
 - C) Human Resources
 - 1) Apply for state employer identification numbers through the Employment Development Department.
 - D) Accounting System
 - 1) Set up Chart of Accounts in line with State Accounting Code Structure.
 - 2) Set up Internal Control Procedures and Fiscal Policies.
 - E) Technical Assistance

- 1) Provide advice and recommendations on issues that may impact the fiscal soundness of the school, such as growth, matriculation, etc.
- 2) Provide charter school industry vendor list.
- 3) Provide support for strategic planning issues.

Schedule B:

ADDITIONAL SERVICES SCOPE OF WORK TO BE PERFORMED BY EXED

This Schedule (the “Schedule”) is entered into as of the 30th day of June 2018 (the “Effective Date”). The Schedule outlines the additional services ExED will provide Yu Ming Charter School (“Client”) as part of the Management and Accounting Services Agreement (the “Agreement”) that ExED and Client entered into on the 30th day of June 2018. The services identified in this Schedule include CALPADS Data Management and Data Reporting Support Services.

1. DEFINITIONS

- a. “CALPADS” means the California Longitudinal Pupil Achievement Data System. CALPADS is a longitudinal data system used to maintain individual-level data including student demographics, course data, discipline, assessments, staff assignments, and other data for state and federal reporting.
- b. “CBEDS” means California Basic Educational Data System. CBEDS data are reported through an Online Reporting Application called CBEDS-ORA. The purpose of CBEDS is to collect data about schools and districts, as well as some aggregate data on students and staff.
- c. All other defined terms used in this Schedule shall have the definitions stated in the Agreement.

2. CALPADS DATA MANAGEMENT AND DATA REPORTING SERVICES

- a. ORIENTATION. Provide orientation to CALPADS Support Services.
 - (i) Discuss CALPADS reporting requirements related to school funding.
 - (ii) Review goals for ExED and Client.
 - (iii) Review responsibilities of ExED and Client.
 - (iv) Client Responsibility
 - (1) Provide ExED with appropriate access to its SIS application.
 - (2) Provide ExED with access to LEA Admin CALPADS account information. LEA Admin account is the master account and allows for the creation of users and resetting of passwords. Provide ExED with a second CALPADS account at the LEA level. An LEA level (or District level) account provides for the daily tasks and management of Client data.
 - (3) Provide ExED with Designated Point Person to facilitate requests for records verification in order to troubleshoot and clear errors in CALPADS data.
 - (4) Client staff will not directly change CALPADS data without first communicating to and coordinating with ExED.

- b. **TRAINING.** ExED will train Client-identified staff responsible for SIS, CALPADS, and data management in the following areas:
- (i) Review data elements specific to CALPADS including Students, Staff, Course creation, and Attendance.
 - (ii) Facilitate troubleshooting in SIS on issues specific to CALPADS.
 - (iii) Provide support via email, phone, remote assistance, and in-person visits on issues specific to CALPADS.
 - (1) Phone support will be available during normal business hours.
 - (2) Email requests can be directed to ExED at: compliance@exed.net.
- c. **DATA INTEGRITY.** Assess and support data integrity for CALPADS-related data elements. ExED will:
- (i) Evaluate current processes to collect, enter and maintain required data elements and offer guidelines for collecting and populating data to meet requirements.
 - (ii) Create and/or locate Statewide Student Identifiers (“SSIDs”) for new students enrolling at Client. ExED will complete this process as part of monthly attendance reporting.
 - (iii) Identify and communicate to Client any conflicting, missing and/or required data so as to comply with the CALPADS certification process. ExED will provide timelines, guidance, and instructions to Client to address missing and/or required data.
 - (iv) ExED recognizes that data integrity originates from various media. See the Enhanced Support Services for additional evaluative and planning services of school data collection processes.
 - (v) Support End of Year / Beginning of Year Rollover
 - (1) Assist in managing the rollover process in SIS for 2018-2019.
 - (2) Support set up of new academic terms in SIS and instruct Client on calendar set up for attendance or facilitate communication with SIS vendor for troubleshooting.
 - (vi) Client responsibility.
 - (1) **Client is responsible for the integrity of their data.**
 - (2) Provide an overview to ExED of Client’s data management structure and current processes for the collection, validation, and reporting of data.
 - (3) Provide time for the appropriate staff to meet to review processes with ExED.
 - (4) For all students who enroll and exit Client, Client is responsible to ensure enrollment is entered in the SIS in the correct grade-level within the first attendance reporting cycle of student’s enrollment.

- (5) Client is responsible to notify ExED if enrolled students have a mid-year grade-level change once enrolled.
- (6) Client is responsible to notify District of Residence of exited student pursuant to Ed Code §47605(d)(3).
- (7) Client is responsible for completing any missing data and/or required data and entering the relevant data into Client's SIS or data entry templates for set up of Client's SIS system.
- (8) Client is responsible for follow-up with any data discrepancies and notifying ExED once resolved.
- (9) Client will provide ExED 2018-2019 academic year dates.
- (10) Client will provide ExED next year school and next year grade information for returning students, including any retained students as required in their SIS.
- (11) Client will identify and transfer out non-returning students.

d. DATA VALIDATION & CERTIFICATION. ExED will:

- (i) Validate and extract data from SIS and upload, review, and certify data in CALPADS as required, including:
 - (1) Prepare and certify Fall 1 data.
 - (2) Prepare and certify Fall 2 data.
 - (3) Prepare and certify End of Year 1 data (as applicable)
 - (4) Prepare and certify End of Year 2 data.
 - (5) Prepare and certify End of Year 3 data.
 - (6) Provide comprehensive review of CALPADS data entered into Client SIS.
 - (7) Secure Client sign-off and approval of CALPADS data prior to submitting for final certification.
 - (8) Manage CALPADS anomalies, including Multiple Identifiers (MID), Exit Reason Discrepancy (ERD), and Concurrent Enrollments (CCE), within the threshold given by CALPADS for successful certification.
 - (9) Provide Certification Reports and summarize key data certified in CALPADS.
 - (10) If Client requests CALPADS amendment window is utilized, ExED has the right to charge an additional fee. ExED will notify Client of the additional fees prior to beginning work.
- (ii) **Data accuracy remains the responsibility of Client and is acknowledged upon signature of summary data provided by ExED.**

e. COMMUNICATION. Measure and report progress. ExED will:

- (i) Summarize key data certified in CALPADS to Client's leaders and key staff

- (ii) Navigate complex CALPADS demands and stay up to date on frequently changing requirements.

f. **ADDITIONAL REPORTING SUPPORT.** ExED will:

- (i) Provide support and guidance on reporting California Basic Educational Data System (“CBEDS”) data out of SIS.
 - (1) Troubleshoot any issues with CBEDS extracts/data.
 - (2) Identify any discrepancies and anomalies with the CBEDS data in SIS.
 - (3) Provide comprehensive analysis and review of CBEDS data entered into Client SIS.
 - (4) Secure Client sign-off and approval of CBEDS data prior to final submission.

- (ii) Client Responsibility.

- (1) Client will provide CBEDS-ORA login information to ExED as requested and within the timeframe established in the request.

3. **OPTIONAL ENHANCED SUPPORT SERVICES:**

- a. See section “Optional Enhanced Support Services” at the end of Schedule for a description of additional services that are available to Client.
- b. ExED will provide a summary of services to be provided and Client will agree to proposed services and hourly rate prior to ExED performing any of the Enhanced Support Services.

4. **PAYMENT AND TERMS**

a. Fees and Charges.

- (i) CALPADS Data Management and Data Reporting Support Services
 - (1) Rate. Client will pay ExED a flat fee of \$10,404 for the 2018-19 school year for the CALPADS Data Management and Data Reporting Support Services and reimburse ExED for its actual, reasonable out-of-pocket expenses incurred in providing the services. These out-of-pocket expenses will not exceed \$100 per month without written authorization from Client.
 - (2) Invoicing. ExED will invoice Client \$867.00 monthly from July 1st, 2018, through June 30, 2019, as well as for out-of-pocket expenses incurred not to exceed \$150 per month without written authorization from Client. ExED will automatically prepare a check on a monthly basis for ExED payment for execution by the person authorized by Client to execute such checks.

- (ii) Optional Enhanced Support Services
 - (1) Rate. Client will pay ExED \$115.00 per hour for the Enhanced Support Services it requests and approves and will reimburse ExED for its actual, reasonable out-of-pocket expenses incurred in providing the services. The time ExED staff spends driving to/from Client to perform the Enhanced Support Services will be included in ExED's hourly fees.
 - (2) Invoicing. ExED will invoice Client monthly for the Enhanced Support services provided and out-of-pocket expenses incurred. ExED will automatically prepare a check on a monthly basis for ExED payment for execution by the person authorized by Client to execute such checks.

5. **CONFIDENTIALITY**

- a. ExED will directly access Client's SIS system and will extract data required for CALPADS reporting. Such information shall be considered Confidential Information to the extent it contains any personally-identifiable information under FERPA.
- b. ExED will directly access student information using SIS as licensed to Client, and provide user technical support as well as develop reports, as reasonably requested by Client. Such information shall be considered Confidential Information to the extent it contains any personally-identifiable information under FERPA.
- c. ExED will directly access information regarding eligibility for student participation in free and reduced price meals programs. Such information shall be considered Confidential Information to the extent it contains any personally-identifiable information under FERPA.
- d. ExED will utilize software systems such as Citrix ShareFile and/or Box to share confidential student and staff information via a secured system rather than via individual emails.

6. **THE CLIENT'S OBLIGATIONS.**

- a. Authorized Personnel. The Board may identify to ExED, in writing, the Client Administrator and other staff member(s) authorized to work with ExED with respect to: CALPADS, SIS, and data management services. In the absence of such designated persons, ExED shall be authorized to communicate with any Client Administrator and the presiding officer of the Board.
- b. Principal Contact. The Board may also identify, in writing to ExED, its key or principal contact, if other than the Client Administrator, who is authorized to receive and disclose Confidential Information and approve CALPADS submissions; as well as an alternate contact in the event Client Administrator cannot or should not serve as Client's contact due to conflict or suspected misconduct. In the absence of such designated persons, any Client Administrator and the presiding officer of the Board shall have such authority.
- c. Access to State Systems. Client is responsible for maintaining master accounts with associated usernames and passwords for accessing the CALPADS state system, the CBEDS online reporting system, and any 3rd party assessment systems (e.g. CAASPP/TOMS).
- d. SIS Records. Client will maintain all data records in SIS. Client is responsible for maintaining the accuracy of Client's data records, correcting data errors, and entering new or corrected data. Client is solely responsible to ensure the accuracy of the data it provides to ExED or that is maintained in Client's SIS database. ExED has no responsibility to

independently confirm the accuracy of the data it receives from Client or that is maintained in Client's SIS database. ExED will advise Client of the data to be corrected so as to comply with the CALPADS certification process and may provide data entry templates, but Client is responsible for correcting the errors or completing the missing data.

- e. Coordination and Cooperation. Client, the Client Administrator, authorized staff members and the principal contact will work closely and cooperatively with ExED to facilitate the effective performance and delivery of the Additional Services identified in this Schedule. Client will comply with and respond promptly to all reasonable requests of ExED to correct data errors and for information and documents from Client.

If Client does not meet timelines that ExED has established for making data corrections required for CALPADS certification, ExED will not be responsible if Client is unable to certify or if Client certifies with inaccurate data.

- f. Client Policies and Procedures. Client covenants to develop, apply and follow not less than customary and reasonable policies and procedures for a charter school applicable to data management, including, but not limited to: attendance, eligibility for student participation in free and reduced price meals programs, and special education.
- g. Integrity. Client will act with integrity and alert the management of ExED to any fraudulent activity which is reasonably related to the Additional Services identified in this Schedule as soon as Client becomes aware, to the extent permitted by law. Client acknowledges that ExED's ability to provide these Additional Services is premised upon Client acting in a prudent manner.

7. **OTHER PROVISIONS**

- a. Other than the services outlined above in the section "Optional Enhanced Support Services" ExED is not responsible for any other activities, unless mutually agreed to in writing.
- b. All other terms, conditions, obligations, rights and provisions of the Agreement, including but not limited to limitation of liability and dispute resolution provisions, shall apply to all Additional Services identified in this Schedule.

8. **TERM AND TERMINATION EXPIRATION.**

This Schedule to provide Additional Services shall continue in full force and effect from July 1, 2018, until June 30, 2019.

- a. Termination for convenience. Either party may terminate this Schedule upon 30 days written notice to the other party, without cause. During the notice period, the parties shall cooperate to wind up and complete the pending work for the current month.
- b. Immediate termination for cause. ExED may immediately terminate the services outlined in this Schedule in the event it determines that it cannot provide the Services in a professional manner due to the actions or inaction of Client with respect to data management; in such event, ExED will cooperate with Client to transition its duties to Client personnel or another vendor.

IN WITNESS WHEREOF, the parties hereto execute this Schedule in counterparts as of the Effective Date through duly authorized representatives.

CLIENT:

By: _____ Dated: _____,

Name: Sue Park

Title: Head of School

ExED:

By: _____ Dated: _____,

Name: Tait G. Anderson

Title: Executive Vice President

OPTIONAL ENHANCED SUPPORT SERVICES:

Activity	ExED Responsibilities	Client Responsibilities
Scheduling	<ul style="list-style-type: none">• Assist with scheduling on an as needed basis• Evaluate the scheduling set up configuration for Client prior to the beginning of the year and provide recommendations on the overall scheduling approach• Help troubleshoot schedules and provide ongoing support	<ul style="list-style-type: none">• Inform ExED of any scheduling criteria that is relevant to the scheduling process and inform ExED of any process changes
Setup and Support for Progress Reports and Report Cards	<ul style="list-style-type: none">• Provide basic maintenance and support for existing progress reports and report cards (Note: Any requests to create new progress reports/report cards will require a separate summary of work to be completed to define the scope of services to be provided).	<ul style="list-style-type: none">• Provide ExED with an overview of Client's grading practices and grading frequency• Provide ExED with a 'print-ready' PDF of desired report card or Progress Report• Liaise with teaching staff as necessary



Board of Directors
Thursday, May 10, 2018
AGENDA ITEM INFORMATION

Agenda Item	Yu Ming Diversity and Enrollment Committee
Time Allotted	20 minutes
Summary	On April 3, 2018 we submitted our bi-annual diversity and enrollment report to the ACOE
Type	Information and Discussion.
Background	<p>As a part of our ACOE MOU we submit two diversity and enrollment reports each year in April and October. In the the latest report we highlighted our recent lottery results. Here are some highlights:</p> <p>1.) A 600% increase in enrolled kindergarten students who are Latino/Hispanic (2017 = 1 & 2018 = 7)</p> <p>2.) A 7% increase in enrolled kindergarten students who are African American</p> <p>3.) 78 total applicants for kindergarten who are self-designated FRL eligible. 78 accounts for 22% of the total kindergarten applicant pool.</p>
Key Questions	<ul style="list-style-type: none">• How do we find our next wave of parent volunteers to continue our momentum from 2017 and 2018?
Attachments	<ul style="list-style-type: none">• Yu Ming's ACOE April Report



**Yu Ming Charter School Diversity Programs
Semi-Annual Report to the Alameda County Office of Education
April 3, 2018**

Executive Summary:

“The Charter School is committed to a vision of serving students that reflect the diversity of the East Bay and actively works to enroll students that represent all racial, ethnic and socio-economic backgrounds in Alameda County.” – Yu Ming Charter

Yu Ming, with the approval of the ACOE Board of Trustees, has made the following changes with the express goal of increasing our diversity:

- 1.) Amended our Charter to change from a two-way dual immersion program to a one-way dual immersion program. This change was based on many months of research and input from key stakeholder groups, and will allow us to increase the availability of kindergarten slots for all Alameda County children while maintaining an excellent Mandarin Immersion curriculum.
- 2.) Added a categorical preference for Free or Reduced Lunch (FRL) eligible children, such that a minimum of 20% of the total kindergarten slots is reserved for FRL-eligible children.
- 3.) Reduced the weighted preference for Local Enrollment Area (LEAA) applicants given the rapidly changing demographics in the Yu Ming enrollment area.

These changes have already yielded significant impact on diversity with 24% of the 2017-18 kindergarten class being FRL-eligible and significant increases in the enrollment of African American students. We are pleased to report that this year’s recruitment season has once again shown growth in the total number of applicants, with 22% of the applicants coming from FRL-eligible families. In the following pages we have summarized the overall 2018-2019 applicant data as well as preliminary enrollment data for the incoming kindergarten class. Our enrollment period is still open so enrollment data reported below is still in progress. We also detail in the Appendices the extensive outreach activities completed by Yu Ming staff, families, and volunteers.

A few of the key data points that we would like to highlight include:

- 1.) A 600% increase in enrolled kindergarten students who are Latino/Hispanic
- 2.) A 7% increase in enrolled kindergarten students who are African American
- 3.) 78 total applicants for kindergarten who are self-designated FRL eligible



2018-19 School Year Applicant Data -- Overview

Because of its limited capacity, Yu Ming must run a lottery to determine placement for applicants that do not receive a categorical enrollment preference. During this enrollment season Yu Ming utilized the online registration website, Enroll Oakland Charters (<https://enrolloak.org>), for the second straight year. This collaborative charter-sector enrollment system includes a common application, a common timeline, and joint marketing and outreach activities. The Enroll Oakland Collaboration has helped Yu Ming's grow its visibility with more students from Oakland's underserved populations. Also, as of April 3, 2018, due to our lottery having just taken place in mid-March, the final enrollment data for the incoming kindergarten class is not 100% complete. We have provided the most up to date figures below.

Table 1 below shows a slight increase in year over year applications for kindergarten. We received 354 applications, which is a 4% increase from 2017-18. We saw a 12% decrease in self-reported Mandarin applicants, and a 12% increase in non-Mandarin speaking applicants. Given that Yu Ming currently only is able to offer 78 total kindergarten slots per year, we are only able to offer one slot for every 5 applicants. Since we have changed to a one-way Mandarin immersion model from the previous two-way Mandarin immersion model, we no longer require Mandarin proficiency assessment during the application process. We therefore rely only on applicant provided answers as to Mandarin proficiency.

2018-19 K-Grade Cohort	2018-19 Total Applicant Pool	% Change from Prior Year	2018-19 Local Area (LEAA) Applicant Pool	% Change from Prior Year
Mandarin	100	-12%	5	+150%
Non Mandarin	254	+12%	21	+31%

Table 1. Total Mandarin and Non-Mandarin Kindergarten Applicant Pool for 2018-2019 Enrollment Period.



Table 2 below shows that 22% of this year's applicants are self-reported to be FRL eligible. This is a decrease from 2017-18 when 119 self-reported FRL families applied and represented 35% of the total application pool. We believe the decrease was driven by two factors: 1) Yu Ming's outreach team focused its efforts on more depth than breadth 2) Yu Ming's outreach team dedicated more efforts on targeting preschools with a higher Latino population. This number of FRL applicants will still allow Yu Ming to hit and possibly exceed our 20% categorical FRL preference.

2018-19 K-Grade Cohort	2018-19 Total Applicant Pool	% Change from Prior Year
FRL	78 (22%)	-34%
Non FRL	276 (78%)	+21%

Table 2. Total Free or Reduced Lunch Kindergarten Applicant Pool for 2018-2019 Enrollment Period.

Table 3 below is a summary of the number of applicants that qualify for categorical preferences (except FRL) at Yu Ming. The sum of these categories (in this case, 26 for 2018-19) subtracted from the total kindergarten slots available (78 per year) equals only one-third of the number of slots available.

2018-19 K Grade Cohort	Categorical Preferences		
	Siblings	Staff	Founding Families
Total	21	3	2

Table 3. Total Kindergarten Applicant Pool for 2018-2019 with Categorical Preferences.

Table 4 below reports the number of enrolled students who are FRL eligible. This data is not yet complete because Yu Ming's enrollment period is still open. We forecast that FRL Kindergarten enrollment will be 15-20 students for 2018-19

NOTE - Enrollment period is still open so FRL data is not yet final

2018-19 K-Grade Cohort	# Enrolled Students	% of Enrolled	% Change from Prior Year
FRL eligible	9	TBD	TBD

Table 4. Total Enrolled Kindergarten Pool for 2018-2019 who are FRL eligible.



Table 5 shows a picture enrollment of African American and Latino/Hispanic kindergarten students. We had a 600% increase in the number of Latino/ Hispanic students enroll for kindergarten, from 1 to 7. After seeing 180% growth in African American Kindergarten enrollments in 2017-18 we saw another increase of 7% in our 2018-19 enrollments from 14 to 15 students. Since Yu Ming's enrollment period is still open these figures could actually get higher.

NOTE - Enrollment period is still open so Latino/Hispanic and African American data is not yet final

2018-19 K-Grade Cohort	# Latino / Hispanic	% of Enrolled	% Change from Prior Year	# African American	% of Enrolled	% Change from Prior Year
Enrolled	7	TBD	+600%	15	TBD	+7%

Table 5. Total Enrolled Kindergarten Pool for 2018-2019 split by Latino / Hispanic and African American background.

NOTE - Enrollment period is still open so racial/ethnicity data is not yet final

K-Grade Cohort	Hispanic	American Indian/Alaska Native	Black/African American	White	Asian	Chinese	Japanese	Korean	Asian India	Other Asian
2017-18 Enrolled	1	1	14	12	29	23	3	1	2	4
2018-19 Enrolled to date	7	1	15	19	43	37	3	2	0	8

Table 6. Total Enrolled Kindergarten Pool for 2018-2019 by racial/ethnic background. Values can add up to > total number of slots because children can be classified in multiple categories.

Action Areas

Yu Ming is committed to achieving a vision of a vibrant school community that serves a population of children that compares to the broad population of the East Bay. As can be seen from the tables above, Yu Ming has made significant progress in recruiting and enrolling more FRL eligible students, while also increasing the number of enrolled Latino/Hispanic and African American children into our kindergarten class. However, we are committed to continuing our efforts to improve diversity and inclusion by focusing on the following over the next 6 months:

- 1.) Latino/Hispanic Recruitment: Even Though our Latino/Hispanic population growth was 600% we still have room to improve to match to diversity of Alameda County. After seeing our investments pay off we will double down to ensure we continue to attract Latino/Hispanic families. We will continue our



work with key community stakeholder groups to build on our momentum.

- 2.) Equity and Inclusion: With increasing socioeconomic diversity at Yu Ming and to enhance the experience of an already diverse Yu Ming community, the head of school, Ms. Sue Park, initiated an Equity Design Team made of Yu Ming families, board members, and staff. This group has met nearly a dozen times over the past few months to brainstorm ways to improve equity and inclusion for the entire Yu Ming family.
- 3.) Equity Trainings & Dialogues: Yu Ming continues to incorporate Educational Equity and Culturally Responsive Teaching as a core focus of professional learning and coaching for teachers. For the second year in a row, Ms. Sue Park engaged an Educational Equity and Community Engagement Consultant, Pamela Harrison-Small to run these trainings. Prior to that a National Equity Project facilitator supported the school. Pamela Harrison-Small facilitated 2 cycles of a 5-session Equity Study Circle for Yu Ming families in order to help foster dialogues around school inclusion and educational equity, facilitated Equity Design Team meetings, whole staff professional development sessions, focus groups, and affinity group meetings.
- 4.) Family Liaison - The school created this new part-time position last year to ensure good relationship and adequate support for under-represented Yu Ming families. This staff is responsible for (1) coordinating strategic equity activities to maintain and create healthy relationships between Yu Ming families and foster leadership among under-represented families; (2) establishing, publicizing, and consistently following communication protocols to ensure that all families have access to the information they need to advocate for their child; (3) providing support in continuing to develop the necessary systems, resources, professional development and conditions needed to enable all students to meet or exceed grade level proficiency. As a result, the school has an active affinity group for Black and Latinx Descent Families who met 3 times this year. It is about to launch a new affinity group for Families with Non-Traditional Structures, including adoptive, LGBTQII, single parent, foster families, etc. In addition to regular office hours for parent check-ins and weekly emails, this staff also organized capacity building workshops for under-resourced families such as computer literacy classes and academic online resources. There is now a Diversity and Inclusion Library with over 50 books on race, gender identity, sexuality, immigration, non-traditional family structures, ableism.
- 5.) School-Wide Cultural Celebrations/Inclusion Lessons - This school year, every teacher taught and prep their class to present on a particular cultural



celebration/inclusion lesson to the whole school community. Monthly topics include: LGBT History Month (National Coming Out Day Oct 11), Diwali, National American-Indian and Alaska-Native Heritage Month, Black History Month, National Women's History Month, Arab American Heritage Month, Asian/Pacific American Heritage Month, Jewish American Heritage Month. The purpose of these school-wide cultural celebrations and community inclusion lessons is to celebrate and embrace the multiple identities and histories of the students and families at Yu Ming and in the U.S. and to teach critical lessons about inclusion, empathy, identity, justice, and action.

In order to maintain progress in areas of success and to study and design improvements to Yu Ming's enrollment diversity programs, the Board of Directors of Yu Ming will continue to lead the Enrollment and Diversity Committee. Comprised of Yu Ming board members, parents, and Head of School, the committee's charge is to analyze recruitment and enrollment data, consult relevant research and with outside experts on diversity issues, gather stakeholder input and present policy proposals to the Board toward the goal of increasing the diversity of student enrollment at Yu Ming Charter School.

The current members of the Enrollment and Diversity Committee are:

- Ron Lewis (Board member, committee chair)
- Eric Peterson (Board member, Yu Ming parent)
- Dave Cherry (Yu Ming parent)
- Mimi Ho (Yu Ming parent)
- Sue Park (Head of School)
- Lily Wang (Yu Ming parent)

Appendices:

- A. Summary of Recruitment Activities for Yu Ming Charter School, 2018-2019
- B. Photos of Yu Ming Signage consistent with recent ACOE guidelines
- C. Yu Ming Equity Vision Statement and Plan 2017-2018



Appendix A. Summary of Recruitment Activities for Yu Ming Charter School, 2017-2018

Date	Event	Event Type
12/17/2017	Options Fair	West Oakland
1/11	West YMCA Head Start	Parent Meeting
1/18	Headstart Meet & Greet & Tour	Tour and Meet & Greet for Head Start Directors
1/23/18	Supporting Future Growth	Drop In
1/23/18	YMCA of the East Bay	Drop In
1/23	Lion Creek Head Start	Drop In
1/23/18	Ralph Hawley Headstart	Parent Meeting
1/26/18	Wee Lil People	Parent Meeting
2/6	Wee Lil People	Drop In
2/6/18	Oceanview YMCA	Fliers
2/7/18	24 Hr Oakland Parent	Parent Meeting
2/8/18	Supporting Future Growth	Drop In
2/9/18	St. Mary's	Drop In
2/9/18	Tassafaronga	Drop In
2/12/18	Ralph Hawley Headstart	Drop In
2/13	Laney College Children's Center	Drop In
2/13	Laney College Children's Center	Drop In
2/13/18	Fannie Wall	Drop In
2/13/18	Ralph Hawley Headstart	Drop In
2/14/18	Supporting Future Growth (Leona Creek)	Drop In
2/14/18	Laney Childcare Center	Drop In
2/14/18	Fannie Wall	Drop In
2/14/18	Sungate	Parent Meeting
2/15/18	Laney	Drop In
2/15/18	Fannie Wall	Drop In
2/15/18	St. Mary's	Drop In
2/16/18	Fannie Wall	Drop In



2/16/18	Wee Lil People	Drop In
---------	----------------	---------

Yu Ming Parent Volunteers
Dayana Molina
Cecilia Maravilla
Tim Sankar
Randolph Belle
Rasheen Smith
Pam Connie
Dawn Williams
Lucia Hwang
Javier Tarango
Lily Wang
Mimi Ho
Lisa Hilley
Jhequela Perry
Mikaela Johnson
Daaiyah Shabbaz
Kathryn Hoffman
Yifan Wang
Rudy de Walque



Appendix B. Photos of Yu Ming Signage consistent with recent ACOE guidelines







Appendix C: Yu Ming Equity Vision Statement and Plan 2017-2018

Equity Plan for 2017/18 School Year

Equity Statement		
We work collectively to provide the support necessary for all students to achieve equitable academic, social, and emotional outcomes and success. We are a school family committed to creating a fully inclusive community where every member feels nurtured, a sense of belonging, and are valued for their multiple identities and experiences. These may include: <i>race, culture, gender, ability, religion, ethnicities, language, socioeconomic status, sexual orientation, family composition, or other identities.</i>		
Building Block #1 Family-to-Family	Building Block #2 School-to-Family	Building Block #3 School-to-Student
Implement strategic equity activities to maintain and create healthy relationships between Yu Ming Families.	Establish, publicize and consistently follow communication protocols to ensure that all families have access to the information they need to advocate for their child.	Provide an infrastructure that gives staff the resources, professional development and conditions they require to enable all students to meet or exceed grade level proficiency.
Action Recommendations	Action Recommendations	Action Recommendations
<ol style="list-style-type: none"> 1. The administration and FSO Inclusion Committee will create an equity orientation for all incoming families. 2. Equity Design Team will create an Equity and Inclusion Compact for all families that will be included in the student handbook. 3. The Family Liaison will support and coordinate the formation of 3-5 affinity groups in order to create a sense of community and belonging. 4. The FSO will organize 1 Equity Series (4 meetings) with skilled facilitators for Yu Ming Families. 5. The FSO will create on-going opportunities for community discussions for the purpose of building inter-cultural understanding and community healing. The first opportunity will take place on May 31, 2017 and include an equity share-out which highlights the equity work that has been completed this year. 	<ol style="list-style-type: none"> 1. The administration will create a one-page informational summary of who to go to for what in order to constructively advocate for your child. (i.e. How to navigate Yu Ming) 2. The FSO and Family Liaison will develop a series of parent workshops to assist families with navigating the school environment. 3. The administration will increase the relationship-building responsibilities of the Family Liaison. 	<ol style="list-style-type: none"> 1. Within 6 months, the Instructional Leadership Team (ILT) will establish and implement a framework for using data to identify and support student who are experiencing challenges meeting academic, social, or emotional standards. 2. The Instructional Leadership Team (ILT), with the Board's budgetary support, will provide at least one day every six weeks for teachers to collaboratively analyze and act on student data results.
This Equity Plan was created by the 2016/17 Equity Design Team through a series of facilitated planning sessions over a 5 month time span.		



Board of Directors
May 10, 2018
AGENDA ITEM INFORMATION

Agenda Item	Facilities Committee report
Time Allotted	15 minutes
Background	The Facilities Committee is responsible for searching for, evaluating, and securing a site for Yu Ming Charter School's short- and long-term needs.
Summary	The Facilities Committee continues to be very active and make progress in these eight areas of work: Renegotiating the lease for the Alcatraz campus; concluding our Prop. 39 negotiations with Oakland Unified School District; researching and moving toward a decision over whether to undertake a Prop. 51 project at Herzog campus; exploring options for expansion at the MLK campus; continuing search for more site options; calculating our financial capacity for any and all expansion activities, exploring sources of funding, and preparing for a future capital campaign; helping manage significant deferred maintenance improvements for existing campuses; and establishing regular public outreach and participation in the communities where our campuses are located. Please see report for more detailed information.
Type	Informational
Key Questions	What should we be actively communicating to the larger Yu Ming community at this time? At what decision and information points should we be including entire board?
Attachments	Facilities Committee report



Date: May 10, 2018

Subject: Facilities Committee report and update

From: Facilities Committee

To: Yu Ming Board of Directors

The Facilities Committee meets regularly on the first and third Tuesday evenings of every month at the Martin Luther King campus. All board members or parents from the Yu Ming community are welcome to attend and participate.

Overview

The Facilities Committee continues to be very active and managing multiple areas of work. We believe we are making good and steady progress toward a plan that will either house a projected enrollment of 850-900 K-8 students at one single campus or lower grade at one campus and upper grade at another.

Update on renegotiation of our lease of the Alcatraz campus

Our current lease with St. Columba Church of the Oakland Diocese for the Alcatraz campus expires June 30, 2018. Sue Park, our head of school, is in the final phases of negotiations for renewing our lease for four years to match up with the MLK lease. The renewal will likely involve a rent increase.

Update on status of our Prop. 39 request

Prop. 39 references a California state law that requires public school districts to make facility space available to charter schools, based on the number of charter school students who reside in that school district. We applied for Prop. 39 space through Oakland Unified School District for the 2018-2019 school year, and in April OUSD provided its final offer of six classrooms at Herzog (Golden Gate CDC) and two classrooms at Sankofa Elementary. After touring the Herzog site and deliberations, we decided on May 1 not to accept OUSD's Prop. 39 offer. This does not prevent us from arranging an "in lieu" leasing arrangement with OUSD for the site if we should want to try and occupy it. "In lieu" leasing arrangements are handled by a different process and department at OUSD.



Update on status of our Prop. 51 application

Prop. 51 provides schools, including charter schools, bond money to construct facilities, with half of the money given as a grant and the other half as a low- or no-interest loan. In 2017, Yu Ming school applied to the state for Prop. 51 funds to improve and expand the Herzog campus. In February, we learned that we are on the list to receive approximately \$7.5 million in Prop. 51 funds. We are still in the process of researching and understanding whether moving forward with a Prop. 51 project on the Herzog campus makes sense, given our overall master facilities plan, the scope of any project on that site, our finances, and other opportunity costs that such a project might incur. There are planning funds available, however, through Prop. 51 that we could use to better understand project feasibility that do not need to be repaid, so Sue Park intends to submit a certification letter to access those planning funds.

Exploring options for expansion at the MLK campus

Leaders of the Sacred Heart parish where our MLK campus is located have indicated that they are receptive to hearing from us about potential visions for expanded shared future use of the site that benefits both parties. The MLK campus has many advantages in terms of central location for our families, proximity to the Alcatraz campus, and proximity to major transit lines and freeways. The site is of medium size and has already been in continued use as a school. After meeting with four different firms and receiving bid proposals for initial design concept work, the Facilities Committee in March engaged the services of SwiftLee Office, an architecture firm based in Pasadena, Calif., to help us understand what type of facility is possible at the MLK site, maximum capacity, and to produce schematics and drawings that we could use in our talks with Sacred Heart parish to secure their agreement. We have had an initial meeting with Sacred Heart leadership to discuss their ongoing needs, history of the site and the parish, and next steps going forward. The Facilities Committee has a meeting scheduled with church committee leadership later this month to broach the idea of site development to a wider parish community.

Continuing the search for more site options

To leave no stone unturned, we have engaged the services of commercial real estate brokers Kevin Lynch and Gregory Hunter to look for other suitable sites. No suitable opportunities have been brought to us so far.

Understanding our financial capacity



In April, we convened a group to begin facilities finance discussions that included Eric Peterson, Jessica Norman, Ethan Warsh, Lucia Hwang, Sue Park, and our ExEd consultant Matthew Eisenberg. Most projects require us to put in 20% equity, which we will most likely need to fundraise. We reviewed our past and present fundraising capacity, and started to discuss future sources and laying the groundwork for a future capital campaign that would involve our parent community as well as institutional donors and high-net-worth individuals who may want to help us in our mission. Matthew Eisenberg and Ethan Warsh are also working on financial models that help us better understand the relationship between the various components of a project.

Helping complete major deferred maintenance

As part of information gathering for the Alcatraz lease negotiations, parent committee member Tiffany Eng has been instrumental in contacting and coordinating vendors who can help us complete some significant deferred maintenance on the Alcatraz campus. She is working with Sue to determine which projects to prioritize. These deferred maintenance projects include replacing/remodeling the Alcatraz playground.

Establishing strong community relations

We are in the process of establishing stronger community relations with the neighborhoods in which both our campuses are located: the Golden Gate neighborhood for Alcatraz, and the Longfellow neighborhood for MLK. Tiffany Eng is in regular touch with the Golden Gate Neighborhood Association and Lucia Hwang is in regular touch with the Longfellow Community Association. Yu Ming participated in the Longfellow Community Association's Earth Day event on April 21, helping pick up litter along Martin Luther King, Jr. Boulevard.



Board of Directors
May 10, 2018
AGENDA ITEM INFORMATION

Agenda Item	Funds Committee Report: Planning for Capital Campaign
Time Allotted	15 minutes
Background	The Board Funds Committee monitors and supports the school in meeting its annual fundraising goals and capital needs.
Summary	As Yu Ming continues to investigate options to meet its long term facility needs, it has become apparent that Yu Ming will need \$4 to \$5 million in equity (20%) to contribute towards the cost of a financed facility.
Type	Discussion
Key Questions	What questions do Board members have about Yu Ming's capital needs for funding a long term facility? What questions do Board members have about the recommended next steps in the Capital Campaign Planning Document (white paper)?
Attachment	Capital Campaign Planning Document

Yu Ming Charter School
Capital Campaign Planning
April 18, 2018

In its seventh year in operation, Yu Ming Charter School has proven that its model is both successful for its students, and highly sought after by parents in Alameda County. From its conception, it was assumed that Yu Ming would grow to have full enrollment of grades K-8 and it continues to grow into this vision as its current students progress through the grades and new Kindergarten classes are admitted. In addition to this planned growth, Yu Ming is seeking additional growth to meet outsized local demand and serve more of its community, as well as to achieve a full enrollment number that leadership believes is sustainable and efficient for its learning model.

In order to meet the growth that the school will experience in coming years, even with class sizes remaining at current levels, Yu Ming faces imminent space constraints and must identify a long-term home for its students. Yu Ming's current facilities will be at capacity based on current enrollment projections by the end of the 2020-21 school year. School leadership, in coordination with the Board of Directors, has been working to identify the school's exact facility needs, and exploring options to satisfy those needs. Given the current real estate market in the locations that Yu Ming seeks to grow its footprint, the school believes that it must remain open minded to a number of potential solutions, but also believes a preferred solution would be a new, custom-built campus, designed and planned according to Yu Ming's specific programmatic needs.

With this in mind, Yu Ming has undertaken a number of steps:

- As of last month, we have engaged *Swift Lee Office*, an architecture firm based in Pasadena, California with deep experience in educational facilities, on a limited contract basis to determine the constraints and feasibility of building a new campus at our current location at Sacred Heart Church.
- We have begun conversations with the leadership of Sacred Heart Church to discuss their potential willingness to support our long-term growth on their campus, including entering into a long-term ground lease that would allow us to finance a construction project.
- We have engaged a real estate broker with experience working with charter school clients in Oakland, to identify other potential sites to grow at.
- We have been engaging with our CFO to project what financial resources will be available to the school to support the debt required of a capital project in different enrollment scenarios. We have also begun to engage with the lending community to determine what amount of debt we will likely be able to secure, allowing us to determine how much equity we must plan to provide.

We understand that a capital project will require not only a sustained effort from Yu Ming leadership, the Board of Directors, and the parent community, but also a major financial commitment. With that in mind, we believe it is critical that we formally begin a capital campaign to raise funds specifically designated to support the school's physical growth. While we understand that the exact shape of the project and the required financial commitment are still being determined, we also believe that now is the time to begin the capital campaign effort for two reasons: Because of the imminent need for more space, it is critical that resources are available to commit when the time comes; and understanding the size of our capital commitment will be a key determining factor in the size and scope of the capital project. It is estimated

that the amount necessary to raise in a Capital Campaign to fund the construction of a new facility or the major rebuild of an existing facility would be approximately \$4 to \$5 million dollars.

In order to complete this work, we intend to undertake the following:

- Create a Yu Ming community working group to participate in crafting the strategy and execution of a capital campaign;
- Identify potential sources of giving outside of the immediate parent community;
- Create high quality materials presenting the school's model, successes to date, planned growth, and capital-raising goals;
- Engage with potential investors to seek contributions; and
- Potentially hire an outside consultant to assist in planning and executing the capital campaign strategy.



Board of Directors
December 14, 2017
AGENDA ITEM INFORMATION

Agenda Item	Berkeley Board Fellows Report by Stan Kwon, Karan Jhavar
Time Allotted	15 min
Background	Presentation on the strategic planning work conducted by Berkeley Board Fellows during their service this year
Summary	Final report by Berkeley Board Fellows
Type	Discussion
Key Questions	n/a



Board of Directors
December 14, 2017
AGENDA ITEM INFORMATION

Agenda Item	Strategic Planning Update (Sonali Nijhawan, Joy Lee)
Time Allotted	25 min
Background	Feedback from Board members and Board Committees on draft YM identity elements from retreat and draft Mission, Vision, Values statements
Summary	Consolidated insights on focus areas for strategic planning from stakeholders
Type	Discussion
Key Questions	<p>Do we feel that we have the right insights to guide decisions on strategic planning for focus areas?</p> <p>Do we think that the draft mission, vision and values (and pillars) are a step in the right direction that we can continue refining?</p>

Strategic Planning: Mission, Vision and Values

Background

- Insights were gathered from stakeholders including the Board, parents and teachers/staff on key focus areas for Yu Ming's future
- Intent is to leverage this information to inform the direction of Yu Ming as we thinking about updating the school's mission, vision, and values as well as how we communicate to external stakeholders (e.g. website, marketing)

Today's Objective

- Get board feedback on leveraging insights for development of mission, vision, values
- Get preliminary feedback on draft mission, vision, values statements

Takeaways: Yu Ming Areas of Focus

While perspectives may differ by role, there are some key areas where there is consensus that Yu Ming should focus on including:

- Future-ready academic excellence
- Teacher leadership and development
- Whole child development
- Diverse, inclusive and welcoming culture

In addition, there are other areas that are important including: Mandarin immersion leadership, sustainability, innovation and parent engagement.

Parent survey results align with theme identified

- Focus on teacher retention and permanent campus/facilities for next 5 years
- Essential values for guiding continued development are diversity and inclusion

What should our mission, vision, and values do?

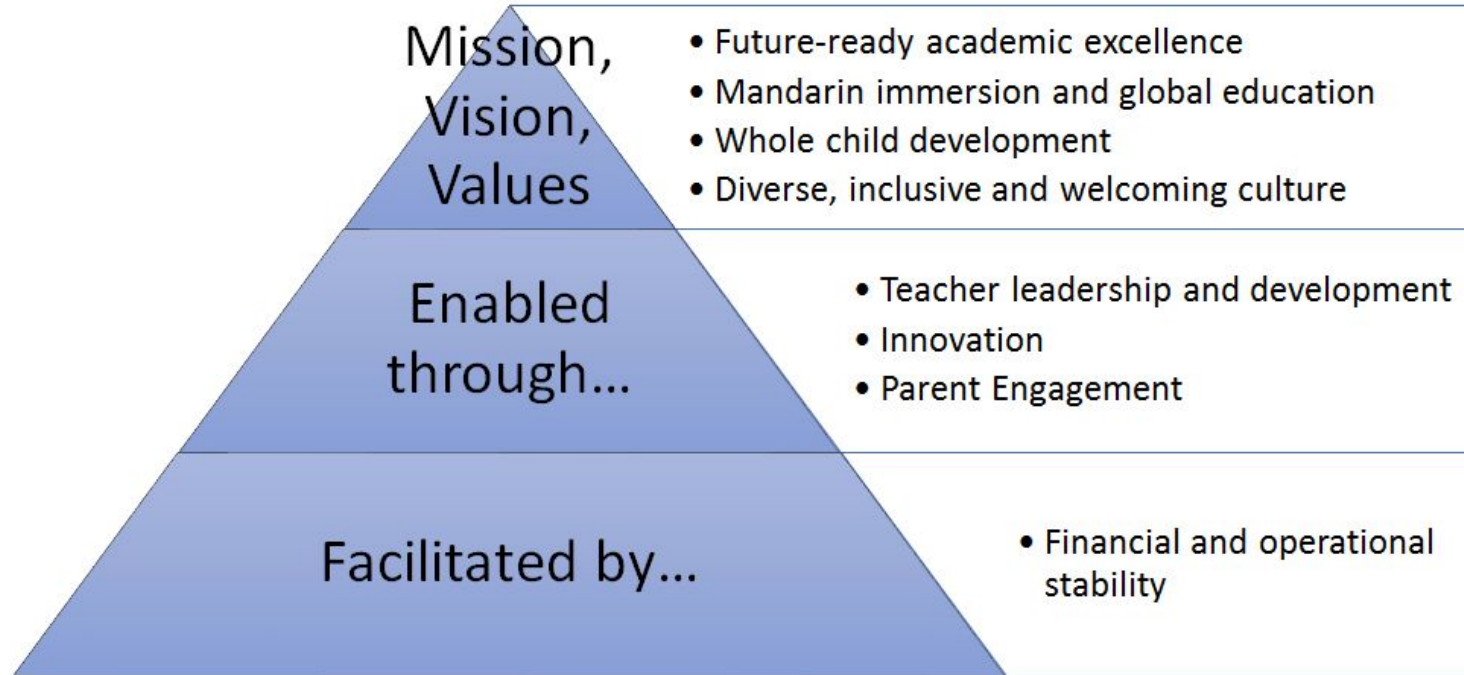
They should provide an anchor for who we are and as guidance in how we prioritize our efforts.

What we do goes beyond this and may be things that enable us to continue focusing on what we are trying to achieve (that is reflected in the mission and vision). For example, things like sustainability are likely not mentioned in the mission, vision and values but is a critical area of work that enables us to move towards our goals successfully.

What we communicate (externally) includes our mission, vision and values but does not include everything we're working on. What we communicate should be authentic but should also serve to achieve specific goals with targeted audiences. For example, we may explain our Mandarin immersion model or teaching methods in greater detail to prospective parents to help them understand educational philosophy. We may highlight professional development and school culture to attract talent, etc.

Mission and vision statements are one-sentence statements with the mission focusing on today and what we do, the vision on tomorrow and what we want to become (usually at a higher level).

For example, thinking about focus areas...



Draft Mission and Vision Statements

Draft Mission Examples:

- Provide a globally immersive, future-ready education to students from the local community.
- Provide a future-ready, globally-minded education to a diverse student population.
- Provide a future-ready, comprehensive education that prepares students from all backgrounds to be curious lifelong learners and global citizens/leaders.
- *Provide a challenging and comprehensive education for Kindergarten through 8th grade students, preparing them to be inquisitive and analytic lifelong learners in the 21st century. (previous)*

Draft Vision Examples:

- Developing the next generation of global citizens.
- Developing culturally-aware leaders of the future.
- Cultivating globally-minded, lifelong learners.

Draft Values and Pillars for Communication

Core Values. Example (website draft):

- Integrity, Persistence, Empathy, Curiosity

3-5 pillars of school. Example (current website draft):

- Global Immersion
- Academic Excellence & Innovation
- Balanced Education
- Diverse Community

Appendix

Our current mission, vision and values...

Yu Ming Charter School aims to provide a challenging and comprehensive education for Kindergarten through 8th grade students, preparing them to be inquisitive and analytic lifelong learners in the 21st century.

Our mission is to:

- Provide an [academically rigorous college preparatory program](#)
- Graduate students with [bilingual and biliterate skills in Mandarin Chinese and English](#)
- Nurture intellectual curiosity, international perspective, and diligence in attaining personal goals
- [Develop young people](#) with compassion, sound moral character, and a sense of responsibility for the community and the environment

Our core values help us achieve this mission within and outside our curriculum, and guide our school, teaching and student life at Yu Ming Charter School.

德

Ethical

“ Having a strong moral character

勤

Persevering

“ Perseveres diligently and continues to strive even when faced with challenges

仁

Compassionate

“ Considers others’ viewpoints in an open-minded way, appreciates cultural differences, and works well with others

智

Wise

“ Intellectually curious and able to think critically and solve problems in a creative way

Yu Ming Mission, Vision, Values Refresh Takeaways

While perspectives may differ by role, there are some key areas where there is consensus that Yu Ming should focus on including:

- Future-ready academic excellence (a part of MVV)
- Teacher leadership and development (something that enables school's success)
- Whole child development (in MVV)
- Diverse, inclusive and welcoming culture (in MVV)

In addition, there are other areas that are important including: Mandarin (language generally?) immersion leadership (a part of MVV through academics), sustainability (something that enables school's success), innovation (a part of MVV through academics and overall school development) and parent engagement (something that enables school's success).

Parent

- Parent Engagement
- Partnerships
- Strong Reputation
- Sustainability (financial, facilities, operations)
- Teacher Leadership & Development
- Transparent
- Whole child Development
 - sports
 - not music
 - global
 - diversity
 - service

- Data Driven
- Diversity & Inclusion
- Focus
- Future-ready Academic Excellence
- Growth
- Inclusive, welcoming, joyful culture
- Innovative/Adaptive
- Mandarin Immersion Leader

Top Parent Themes

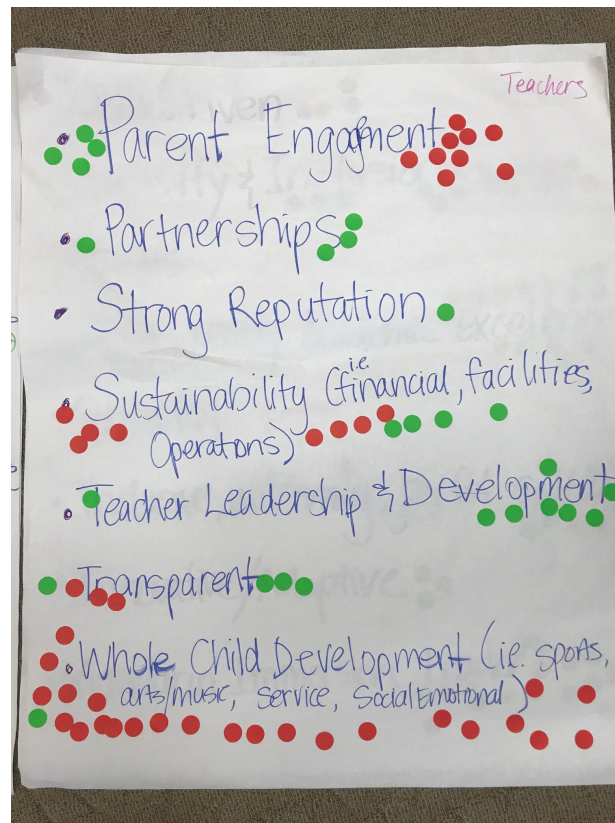
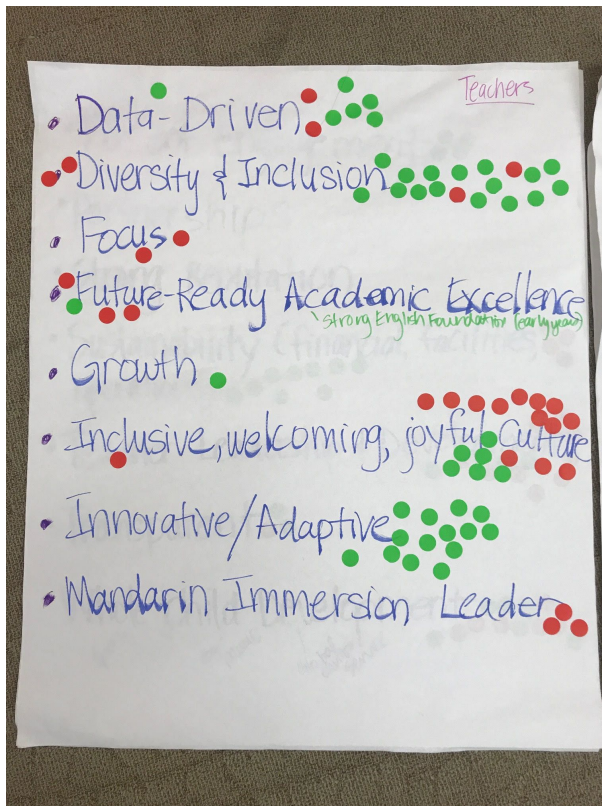
Tier 1

- Future ready academic excellence
- Teacher leadership and development

Tier 2

- Diversity and inclusion
- Mandarin immersion leader
- Sustainability (financial, facilities, operations)
- Whole child development

Teachers/Staff



Top Teachers/Staff Themes

Tier 1

- Whole child development
- Inclusive, welcoming, joyful culture

Tier 2

- Sustainability (financial, facilities, operations)
- Diversity and inclusion
- Parent engagement
- Innovative and adaptive

Board

DATA DRIVEN
OAKLAND COMMUNITY INCLUSION
TRANSPARENT
PARTNERSHIP. ①
~~DYNAMIC & ADAPTIVE~~
Focus
~~ACADAM~~ 2 6
Sustainability (financial/facilities/ops)
~~Financial strength~~
Strong reputation

Diversity 5 2
Academic excellence for 21st century 10
Teacher leadership & dev. 1 6
Parent engagement ②
Mandarin immersion leader 4 3
Inclusive, welcoming, joyful culture 17 2
Whole child / personal development 11
Innovative / Adaptive 4
Growth ①

Top Board Themes

Tier 1

- Academic excellence for 21st century
- Inclusive, welcoming, joyful culture

Tier 2

- Diversity
- Mandarin immersion leader
- Sustainability
- Teacher leadership and development