



# AGENDA

## Special Meeting of the Board of Directors

Meeting is by teleconference from the locations listed below

**Dial-in Number: 712-775-7031**

**Access Code: 396664**

### Locations

501 2nd Street, San Francisco , CA 94107	600 Canyon Oaks Dr. Apt C. Oakland, CA 94605	2021 7 <sup>th</sup> Ave Ave, Seattle, WA 98101	2688 Becard Ct, Pleasanton , CA 94566	77 The Plaza Drive, Berkeley , CA 94705	360 22nd St., Oakland , CA 94612	371 30th street, Oakland , CA 94609	237 Haas Ave., San Leandr- o , CA 94577
---	--	--	--	--	--	---	---

**June 30, 2017**

**4:00 PM**

### *Vision & Mission*

*Yu Ming Charter School will provide a challenging and comprehensive education for Kindergarten through 8<sup>th</sup> grade students, preparing them to be inquisitive and analytic lifelong learners in the 21<sup>st</sup> 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**

#### 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

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

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



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

## II. INVITATION TO THE PUBLIC TO ADDRESS THE BOARD

## III. CONSENT AGENDA (VOTE)

- A. Approval of minutes from June 17 and June 22 board meetings
- B. Protected Prayer Certification
- C. Certification of Assurances
- D. 2017-18 Education Protection Account and Spending Plan
- E. Modification to 2017-18 School Calendar

## IV. ITEMS OF BUSINESS

- A. CLOSED SESSION: Pursuant to Section 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATORS (40 minutes)
  - 1. Property: 675 41<sup>st</sup> St, Oakland, CA
  - 2. Negotiator: JoAnn Koplin, Matthew Sade and Rodrigo Prudencio
  - 3. Parties: Archdiocese of Oakland and Yu Ming Charter School
  - 4. Under Negotiation: Lease Agreement VOTE
- B. CLOSED SESSION: Compensation Committee (Rodrigo Prudencio, 10 min)
  - 1. Pursuant to Section 54957(b)(1) -- Public Employee Performance Evaluation (1. Title: Head of School) - VOTE
- C. Resumption of Open Session
  - 1. Report on outcomes, if any, of Closed Session
- D. Finance
  - 1. Contract with ExEd to replace EdTec (VOTE)

## V. REVIEW OF ACTION ITEMS AND FUTURE AGENDA ITEMS

### 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

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

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



## 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

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

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



## **AGENDA**

### **Special Meeting of the Board of Directors**

### **1086 Alcatraz Ave, Oakland, CA**

**Dial-in Number: 712-775-7031**

**Access Code: 396664**

#### **Locations**

501 2nd Street, San Francisco, CA 94107	600 Canyon Oaks Dr. Apt C. Oakland. 94605	1823 Terry Ave, Seattle, WA. 98101	2688 Becard Ct, Pleasanton 94566	77 The Plaza Drive, Berkeley, CA 94705	360 22nd St., Oakland, 94612	371 30th street, Oakland 94609
--	--	--	---	---	------------------------------------	---

**June 15, 2017**  
**6:30 PM**

#### *Vision & Mission*

*Yu Ming Charter School will provide a challenging and comprehensive education for Kindergarten through 8<sup>th</sup> grade students, preparing them to be inquisitive and analytic lifelong learners in the 21<sup>st</sup> 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*

#### 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

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

#### 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



I. **PRELIMINARY**

A. **CALL TO ORDER**

The meeting was called to order at \_\_\_\_\_.

B. **ROLL CALL**

NAME	PRESENT	ABSENT
Diana Lee		X
Joy Lee	X	
Phuoc Le	X	
Ron Lewis	X	
Julie Mikuta	X	
Matt Miller	X	
Jessica Norman	X	
Thompson Paine	X	
Eric Peterson	X	
Rodrigo Prudencio	X	
Brianna Swartz	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**

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

**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



### C. **APPROVAL OF AGENDA**

Motion to Approve by: Julie M.

Seconded by: Eric P

<u>NAME</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Joy Lee	x		
Phuoc Le	x		
Ron Lewis	x		
Julie Mikuta	x		
Matt Miller	x		
Jessica Norman	x		
Thompson Paine	x		
Eric Peterson	x		
Rodrigo Prudencio	x		
Brianna Swartz	x		

## II. **INVITATION TO THE PUBLIC TO ADDRESS THE BOARD**

### 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

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

### 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



### III. ITEMS OF BUSINESS

Motion to Enter Closed Session, Approve by: Brianna

Seconded by: Thompson

<u>NAME</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Joy Lee	x		
Phuoc Le	x		
Ron Lewis	x		
Julie Mikuta	x		
Matt Miller	x		
Jessica Norman	x		
Thompson Paine	x		
Eric Peterson	x		
Rodrigo Prudencio	x		
Brianna Swartz	x		

#### A. CLOSED SESSION: Pursuant to Section 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATORS (20 minutes)

1. Property: 675 41<sup>st</sup> St, Oakland, CA
2. Negotiator: JoAnn Koplin, Matthew Sade and Rodrigo Prudencio

#### 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

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

#### 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



3. Parties: Archdiocese of Oakland and Yu Ming Charter School

4. Under Negotiation: Letter of Intent

Motion to Approve the LOI, Moved by: Eric

Seconded by: Ron

<u>NAME</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Joy Lee	x		
Phuoc Le	x		
Ron Lewis	x		
Julie Mikuta	x		
Matt Miller			
Jessica Norman	x		
Thompson Paine			
Eric Peterson	x		
Rodrigo Prudencio	x		
Brianna Swartz	x		

Motion to End Closed Session, Moved by: Rodrigo

Seconded by: Jessica

<u>NAME</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Joy Lee	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

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

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





Phuoc Le	x		
Ron Lewis	x		
Julie Mikuta	x		
Matt Miller			
Jessica Norman	x		
Thompson Paine			
Eric Peterson	x		
Rodrigo Prudencio	x		
Brianna Swartz	x		

Thompson Paine left the meeting at 6:45 pm

Matt Miller left the meeting at 7:00 pm

**B. Resumption of Open Session**

**1. Report on outcomes, if any, of Closed Session**

**IV. REVIEW OF ACTION ITEMS AND FUTURE AGENDA ITEMS**

**V. ADJOURNMENT**

The meeting was adjourned at 7:30pm.

**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**

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

**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



**MINUTES**  
**Board of Directors Meeting**  
**1086 Alcatraz Ave.**  
**Oakland, CA**  
**June 22, 2017**  
**6:00 PM**

**Dial-in Location:**  
**360 22nd St, Oakland CA 94612**  
**Dial-in Number: 712-775-7031, Access Code: 396664**

*Vision & Mission*

*Yu Ming Charter School will provide a challenging and comprehensive education for Kindergarten through 8<sup>th</sup> grade students, preparing them to be inquisitive and analytic lifelong learners in the 21<sup>st</sup> 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**

The meeting was called to order at 6:14 p.m.

**B. ROLL CALL**

**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



NAME	PRESENT	ABSENT
Joy Lee		X
Phuoc Le	X	
Ron Lewis	X	
Julie Mikuta	X	
Matt Miller		X
Jessica Norman	X	
Thompson Paine	X	
Eric Peterson	X	
Rodrigo Prudencio	X	
Brianna Swartz	X	

### C. APPROVAL OF AGENDA

One amendment to the agenda: The closed session on facilities has been removed from the agenda.

Motion to Approve by: Thompson Paine

Seconded by: Ron Lewis

<u>NAME</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
-------------	------------	-----------	----------------

#### 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



Joy Lee			
Phuoc Le	x		
Ron Lewis	x		
Julie Mikuta	x		
Matt Miller			
Jessica Norman	x		
Thompson Paine	x		
Eric Peterson	x		
Rodrigo Prudencio	x		
Brianna Swartz	x		

## **II. INVITATION TO THE PUBLIC TO ADDRESS THE BOARD**

One YMCS parent shared a perspective on the FRL preference in the school's lottery policy.

## **III. CONSENT AGENDA (5 mins)**

### **A. Approve May 2017 minutes**

Note that the minutes from the special board meeting on June 15 are not included, and need to be included for a vote in the next board meeting.

Note that the suicide prevention policy was approved as part of the consent agenda.

### **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



Motion to Approve by: Jessica Norman

Seconded by: Phuoc Le

<u>NAME</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Joy Lee			
Phuoc Le	x		
Ron Lewis	x		
Julie Mikuta	x		
Matt Miller			
Jessica Norman	x		
Thompson Paine	x		
Eric Peterson	x		
Rodrigo Prudencio	x		
Brianna Swartz	x		

## **B. Review May 2017 Check Register**

### **IV. ITEMS OF BUSINESS**

#### **A. Principal's Report (Principal Park, 25 minutes)**

##### **1. Include FSO report (15 min)**

#### **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. Yu Ming Youth Suicide Prevention Policy -- VOTE (10 min)

Note that the suicide prevention policy was approved as part of the consent agenda.

### B. Finance Committee (EdTec, Principal Park, 80 min)

#### 1. Approval of 2017-2018 Local Control Accountability Plan (LCAP) and Annual Update -- VOTE (Principal Park, 15 min)

Motion to Approve by: Rodrigo Prudencio

Seconded by: Jessica Norman

<u>NAME</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Joy Lee			
Phuoc Le	x		
Ron Lewis	x		
Julie Mikuta	x		
Matt Miller			
Jessica Norman	x		
Thompson Paine	x		
Eric Peterson	x		
Rodrigo Prudencio	x		
Brianna Swartz	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



2. May Financials Review - DISCUSSION (EdTec, 20 min)
3. Protected Prayer Certification - DISCUSSION (EdTec, 5 min)
4. Certification of Assurances - DISCUSSION (EdTec, 5 min)
5. Homeless Education Policy - DISCUSSION (EdTec, 5 min)
6. 2017-18 EPA Resolution & Spending Plan - VOTE (EdTec, 10 min)
7. Approval of 2017-18 Budget - VOTE (EdTec, 20 min)

Motion to Approve by: Julie Mikuta

Seconded by: Eric Peterson

<u>NAME</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Joy Lee			
Phuoc Le	x		
Ron Lewis	x		
Julie Mikuta	x		
Matt Miller			
Jessica Norman	x		
Thompson Paine	x		
Eric Peterson	x		
Rodrigo Prudencio	x		
Brianna Swartz	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



C. CLOSED SESSION: Compensation Committee (Rodrigo Prudencio, 40 min)

1. Pursuant to Section 54957(b)(1) -- Public Employee Performance Evaluation (1. Title: Head of School) - DISCUSSION

Note that the close session on compensation was moved to the end of the meeting, following the board governance discussion and vote. We came out of closed session at 9:15 p.m.

Motion to go into closed session by: Jessica Norman

Seconded by: Eric Peterson

<u>NAME</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Joy Lee			
Phuoc Le	x		
Ron Lewis	x		
Julie Mikuta	x		
Matt Miller			
Jessica Norman	x		
Thompson Paine	x		
Eric Peterson	x		
Rodrigo Prudencio	x		
Brianna Swartz	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





D. CLOSED SESSION: Facilities Committee (Rodrigo Prudencio, 30 minutes)

1. Pursuant to Section 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATORS - DISCUSSION

Note that this section was moved to the following board meeting.

E. Board Governance Committee (40 min)

1. Appointment of Parent Elected Board Members (Eric Peterson, Lucia Hwang) -- VOTE (Rodrigo Prudencio, 20 min)

Note that Eric Peterson recused himself for this vote.

Motion to Approve by: Julie Mikuta

Seconded by: Rodrigo Prudencio

<u>NAME</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Joy Lee			
Phuoc Le	x		
Ron Lewis	x		
Julie Mikuta	x		
Matt Miller			

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



Jessica Norman	x		
Thompson Paine	x		
Eric Peterson	x		
Rodrigo Prudencio	x		
Brianna Swartz	x		

## 2. Approve board meeting calendar for 2017-18 school year - VOTE (10 min)

Motion to Approve by: Thompson Paine

Seconded by: Ron Lewis

<u>NAME</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Joy Lee			
Phuoc Le	x		
Ron Lewis	x		
Julie Mikuta	x		
Matt Miller			
Jessica Norman	x		
Thompson Paine	x		
Eric Peterson	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



Rodrigo Prudencio	x		
Brianna Swartz	x		

3. Set board retreat date for August - DISCUSSION (10 min)

The board retreat is set for Saturday, August 26.

**V. REVIEW OF ACTION ITEMS AND FUTURE AGENDA ITEMS**

**VI. ADJOURNMENT**

The meeting was adjourned at 9:15 p.m.

**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**  
**June 30, 2017**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	Protected Prayer Certification
<b>Time Allotted</b>	Consent Agenda
<b>Background</b>	Yu Ming is required by the California Department of Education to annually certify that the school has no policy that prevents or otherwise denies participation in constitutionally protected prayer.
<b>Summary</b>	The vote will affirm that Yu Ming holds no such policies.
<b>Type</b>	Vote
<b>Key Questions</b>	

## CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Yu Ming Charter (01 10017 0124172)

[Home](#)[Data Entry Forms](#)[Certification Preview](#)[Certify Data](#)[Reports](#)[Users](#)[Contacts](#)[FAQs](#)[Program Information](#) [Data Entry Instructions](#)

## 2017-18 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

Required fields are denoted with an asterisk (\*).

### Protected Prayer Certification Statement

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

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

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

Authorized Representative's Full Name:

Authorized Representative Title:

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

Comment:  
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)

Last Saved: Andrea Ruane (edtec\_emeryville), 6/14/2017 7:53 AM, Draft

Franco Rozic, Title I Monitoring and Support Office | [frozic@cde.ca.gov](mailto:frozic@cde.ca.gov) | 916-319-0269  
Mindi Yates, Title I Policy and Program Guidance Office | [myates@cde.ca.gov](mailto:myates@cde.ca.gov) | 916-319-0789  
General CARS Questions: Consolidated Application Support Desk | [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov) | 916-319-0297



**Board of Directors**  
**June 30, 2017**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	Certification of Assurances
<b>Time Allotted</b>	Consent Agenda
<b>Background</b>	The Board is required to certify that the school will abide by the laws and requirements in the attached document General Assurances 2017-18.
<b>Summary</b>	Certification by the Board that the school will abide by the laws and requirements in the attached document General Assurances 2017-18.
<b>Type</b>	Vote
<b>Key Questions</b>	

# General Assurances 2017-18

General Assurances provided by Legal for Funding froms and tools.

---

1. Programs and services are and will be in compliance with Title VI and Title VII of the Civil Rights Act of 1964; the California Fair Employment Practices Act, Government Code §11135; and Chapter 1, Subchapter 4 (commencing with §30) of Division I of Title 5, California Code of Regulations (5 CCR)
2. Programs and services are and will be in compliance with Title IX (nondiscrimination on the basis of sex) of the Education Amendments of 1972. Each program or activity conducted by the local educational agency (LEA) will be conducted in compliance with the provisions of Chapter 2, (commencing with §200), Prohibition of Discrimination on the Basis of Sex, of Part 1 of Division 1 of Title I of the California Education Code (EC), as well as all other applicable provisions of state law prohibiting discrimination on the basis of sex.
3. Programs and services are and will be in compliance with the affirmative action provisions of the Education Amendments of 1972.
4. Programs and services are and will be in compliance with the Age Discrimination Act of 1975.
5. Programs and services for individuals with disabilities are in compliance with the disability laws. (Public Law (PL) 105-17; 34 Code of Federal Regulations (34 CFR) 300, 303; and Section 504 of the Rehabilitation Act of 1973)
6. When federal funds are made available, they will be used to supplement the amount of state and local funds that would, in the absence of such federal funds, be made available for the uses specified in the state plan, and in no case supplant such state or local funds. (20 United States Code (USC) §6321(b)(1); PL 11 §1118(b)(1))
7. All state and federal statutes, regulations, program plans, and applications appropriate to each program under which federal or state funds are made available through this application will be met by the applicant agency in its administration of each program.
8. Schoolsite councils have developed and approved a Single Plan for Student Achievement (SPSA) for schools participating in programs funded through the consolidated application process, and any other school program they choose to include, and that school plans were developed with the review, certification, and advice of any applicable school advisory committees. (EC §64001)
9. The LEA will use fiscal control and fund accounting procedures that will ensure proper disbursement for state and federal funds paid to that agency under each program. (5 CCR, §4202)
10. The LEA will make reports to the state agency or board and to the Secretary of Education as may reasonably be necessary to enable the state agency or board and the Secretary to perform their duties and will maintain such records and provide access to those records as the state agency or board or the Secretary deems necessary. Such records will include, but will not be limited to, records which fully disclose the amount and disposition by the recipient of those funds, the

total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for three years after the completion of the activities for which the funds are used. (34 CFR 76.722, 76.730, 76.731, 76.734, 76.760; 2 CFR 200.333)

11. The local governing board has adopted written procedures to ensure prompt response to complaints within 60 days, and has disseminated these procedures to students, employees, parents or guardians, district/school advisory committees, appropriate private school officials or representatives, and other interested parties. (5 CCR, §4600 et seq.)
12. The LEA declares that it neither uses nor will use federal funds for lobbying activities and hereby complies with the certification requirements of 34 CFR Part 82.
13. The LEA has complied with the certification requirements under 34 CFR Part 84 regarding debarment, suspension and other requirements for a drug-free workplace. (34 CFR Part 84)
14. The LEA provides reasonable opportunity for public comment on the application and considers such comment. (20 USC §7846(a)(7); 20 USC, §6318; PL 111-95, §1116(b)(4))
15. The LEA will provide the certification on constitutionally protected prayer that is required by PL 11-95, §8524 and 20 USC §7904.
16. The LEA administers all funds and property related to programs funded through the Consolidated Application. (20 USC §6320(d)(1); PL 11-95, §1117(d)(1))
17. The LEA will adopt and use proper methods of administering each program including enforcement of any obligations imposed by law on agencies responsible for carrying out programs and correction of deficiencies in program operations identified through audits, monitoring or evaluation. (20 USC §7846 (a)(3)(B); PL 114-95, §8306)
18. The LEA will participate in the California Assessment of Student Performance and Progress. EC §60640, et seq.)
19. The LEA assures that classroom teachers who are being assisted by instructional assistants retain their responsibility for the instruction and supervision of the students in their charge. (EC §45344(a))
20. The LEA governing board has adopted a policy on parent involvement that is consistent with the purposes and goals of *EC* Section 11502. These include all of the following: (a) to engage parents positively in their children's education by helping parents to develop skills to use at home that support their children's academic efforts at school and their children's development as responsible future members of our society; (b) to inform parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home; (c) to build consistent and effective communication between the home and the school so that parents may know when and how to assist their children in support of classroom learning activities; (d) to train teachers and administrators to communicate effectively with parents; and (e)



- to integrate parent involvement programs, including compliance with this chapter, into the school's master plan for academic accountability. (EC §§11502, 11504)
21. Results of an annual evaluation demonstrate that the LEA and each participating school are implementing Consolidated Programs that are not of low effectiveness, under criteria established by the local governing board. (5 CCR §3942)
  22. The program using consolidated programs funds does not isolate or segregate students on the basis of race, ethnicity, religion, sex, sexual orientation or socioeconomic status. (United States Constitution, Fourteenth Amendment; California Constitution, Article 1, §7; California Government Code §§11135-11138; 42 USC §2000d; 5 CCR, §3934)
  23. Personnel, contracts, materials, supplies, and equipment purchased with Consolidated Program funds supplement the basic education program. (EC §§62002)
  24. At least 85 percent of the funds for School Improvement Programs, Title I, Title VI and Economic Impact Aid (State Compensatory Education and programs for English learners) are spent for direct services to students. One hundred percent of Miller-Unruh apportionments are spent for the salary of specialist reading teachers. (EC §63001; 5 CCR, §3944(a)(b))
  25. State and federal categorical funds will be allocated to continuation schools in the same manner as to comprehensive schools, to the maximum extent permitted by state and federal laws and regulations. (EC §48438)
  26. Programs and services are and will be in compliance with Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at CFR Part 84, Subpart F, for grantees, as defined at 34 CFR Part 84, Sections 84.105 and 84.110.
  27. Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009.
  28. The Federal grant sub recipient has complied with the Federal Funding Accountability and Transparency Act, as defined in CFR Part 25 (PL 109-282; PL 110-252) regarding the establishment of a Data Universal Numbering System (DUNS) number and maintaining a current/active registration in the System for Award Management Web page at <https://www.sam.gov/portal/SAM/#1>.

**Questions: Education Data Office | [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov) | 916-319-0297**

Last Reviewed: Tuesday, May 16, 2017



**Board of Directors**  
**June 30, 2017**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	Education Protection Account
<b>Time Allotted</b>	Consent Agenda
<b>Background</b>	Yu Ming is required affirm how it will properly spend monies distributed through the state's Education Protection Account
<b>Summary</b>	Please review attached proposed resolution.
<b>Type</b>	Vote
<b>Key Questions</b>	

**Yu Ming Charter School**  
**RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30<sup>th</sup> of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the Yu Ming Charter School shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Yu Ming Charter School;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of Yu Ming Charter School has determined to spend the monies received from the Education Protection Act as attached.

DATED: June 30, 2017

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

## Yu Ming Charter Schools Education Protection Account (EPA) Spending De

### Estimated Expenditures July 1, 2017 - June 30, 2018

Education Protection Account (Object Code 8012, Resource Code 1400-0)

	Object Codes	Yu Ming Charter School
<b>Amount Available for this Fiscal Year</b>		
Education Protection Account	8012	\$453,336
<b>Expenditures</b>		
Certificated Salaries	1000s	
Teacher Salaries	1100	\$453,336
Administrator Salaries	1300	\$0
Classified Salaries	2000s	\$0
Employee Benefits	3000s	\$0
Books and Supplies	4000s	\$0
Services and Other Operating Expenses	5000s	\$0
Capital Outlay	6000s	\$0
<b>Total Expenditures</b>		<b>\$453,336</b>

\*Estimated EPA Spending based on CDE's Estimated 2017-18 EPA

Entitlement based on the Governor's May revise Actual amount and expenses may be different than stated. Per Proposition 30, EPA funds may not be used for salaries or benefits of administrators or any other administrative costs.



**Board of Directors**  
**Friday, June 30, 2017**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	Modification of 2017-2018 School Calendars
<b>Time Allotted</b>	Consent Agenda
<b>Summary</b>	<p>The following modifications have been made to the 2017-2018 Yu Ming School Calendar that the board previously approved at the January 19, 2017 board meeting.</p> <ul style="list-style-type: none"><li>● The Fall Parent Conference Week has been moved to September 25-29, 2017 from November 13-17, 2017 (Kindergarten, Lower School, and Upper School Calendars).</li><li>● The Upper School start time has been moved to 8:25AM from 8:30AM (Upper School Calendar). The end time remains 3:15PM (Mon-Thurs) and 1:15PM (Fri).</li></ul>
<b>Type</b>	VOTE
<b>Background</b>	<p>Parent Conference Week has been moved earlier in the school year so that parent-teacher relationships and grade-level expectations are established earlier in the school year (8th week of school) rather than at the end of Trimester 1 (14th week of school).</p> <p>Five (5) additional minutes per day of instructional time has been added to each Upper School instructional day.</p>
<b>Attachments</b>	<ul style="list-style-type: none"><li>● Revised Kindergarten Calendar 2017-2018</li><li>● Revised Lower School Calendar 2017-2018</li></ul>



- |  |   |
|--|---|
|  | <ul style="list-style-type: none"><li>● Revised Upper School Calendar 2017-2018</li></ul> |
|--|---|





# Yu Ming Charter School

## 2017-2018

July 17						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### Kindergarten School Calendar

Total Days of Instruction: 190

School hours:

Full Days - 8:15 am - 3:00 pm

Early Dismissal Days - 8:15 am - 1:00 pm

August 17						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 17						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 17						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 17						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 17						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 18						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 18						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March 18						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 18						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 18						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 18						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 18						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 18						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### Key Dates

July 31-August 4 - Staff orientation week

August 7 - First Day of School

August 7-18 - Early Dismissal

September 4 - Labor Day - No School

September 25-29 - Parent/Teacher Conferences - Early Dismissal

October 9-13 - Fall Recess - No School

November 9 - Pupil Free Staff Work Day

November 10 - Veterans Day - No School

November 22-24 - Thanksgiving Holiday - No School

December 18- January 1 - Winter Recess - No School

January 2 - Classes Resume

January 15 - Martin Luther King Day - No School

February 16 - Luner New Year - No School

February 19-23 - Mid Winter Recess - No School

March 12-16 - Parent/Teacher Conferences - Early Dismissal

April 9-13 - Spring Recess - No School

May 28 - Memorial Day - No School

June 15 - Last Day of School

Trimester 1 : 8/7/17 - 11/8/17 = 62 days

Trimester 2 : 11/13/17 - 3/9/18 = 64 days

Trimester 3 : 3/12/18 - 6/15/18 = 64 days

### Legend

- First/Last Day of School
- Holiday - No School
- Early Dismissal 1 pm
- School Event or Activity
- Staff work day



# Yu Ming Charter School

## 2017-2018

### Lower School Calendar

Total Days of Instruction: 190

School hours:

Full Days - 8:15 am - 3:00 pm

Early Dismissal Days - 8:15 am - 1:00 pm

July 17						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 17						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 17						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 17						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 17						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 17						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 18						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 18						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March 18						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 18						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 18						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 18						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 18						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 18						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### Key Dates

July 31- August 4 - Staff orientation week

August 7 - First Day of School

August 7-11 - Early Dismissal

September 4 - Labor Day - No School

September 25-29 - Parent/Teacher Conferences - Early Dismissal

October 9-13 - Fall Recess - No School

November 9 - Pupil Free Staff Work Day

November 10 - Veterans Day - No School

November 22-24 - Thanksgiving Holiday - No School

December 18- January 1 - Winter Recess - No School

January 2 - Classes Resume

January 15 - Martin Luther King Day - No School

February 16 - Luner New Year - No School

February 19-23 - Mid Winter Recess - No School

March 12-16 - Parent/Teacher Conferences - Early Dismissal

April 9-13 - Spring Recess - No School

May 28 - Memorial Day - No School

June 15 - Last Day of School

Trimester 1 : 8/7/17 - 11/8/17 = 62 days

Trimester 2 : 11/13/17 - 3/9/18 = 64 days

Trimester 3 : 3/12/18 - 6/15/18 = 64 days

### Legend

- First/Last Day of School
- Holiday - No School
- Early Dismissal 1 pm
- School Event or Activity
- Staff work day



# Yu Ming Charter School

## 2017-2018

### Upper School Calendar

Total Days of Instruction: 190

School hours:

Full Days - 8:25 am - 3:15 pm

Early Dismissal Days - 8:25 am - 1:15 pm

July 17						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 17						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 17						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 17						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 17						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 17						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 18						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 18						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March 18						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 18						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 18						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 18						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 18						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 18						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### Key Dates

July 31- August 4 - Staff orientation week

August 7 - First Day of School

August 7-11 - Early Dismissal

September 4 - Labor Day - No School

September 25-29 - Parent/Teacher Conferences - Early Dismissal

October 9-13 - Fall Recess - No School

November 9 - Pupil Free Staff Work Day

November 10 - Veterans Day - No School

November 22-24 - Thanksgiving Holiday - No School

December 18- January 1 - Winter Recess - No School

January 2 - Classes Resume

January 15 - Martin Luther King Day - No School

February 16 - Luner New Year - No School

February 19-23 - Mid Winter Recess - No School

March 12-16 - Parent/Teacher Conferences - Early Dismissal

April 9-13 - Spring Recess - No School

May 28 - Memorial Day - No School

June 15 - Last Day of School

Trimester 1 : 8/7/17 - 11/8/17 = 62 days

Trimester 2 : 11/13/17 - 3/9/18 = 64 days

Trimester 3 : 3/12/18 - 6/15/18 = 64 days

### Legend

- First/Last Day of School
- Holiday - No School
- Early Dismissal 1 pm
- School Event or Activity
- Staff work day



**Board of Directors**  
**Friday, June 30, 2017**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	Approval of ExEd Services
<b>Time Allotted</b>	10 minutes
<b>Summary</b>	<p>Excellent Education Development (ExED) provides accounting and related business services to charter schools and is the only back office provider in the state that is a California nonprofit public benefit corporation. Founded in 1998, ExED works with the largest number of schools of any back-office provider in Southern California (over 100 schools) and has a 95% client retention rate.</p> <p>ExED would replace Edtec as Yu Ming's back office provider. ExED's annual fixed fee is \$95,000 for School Finance Services plus \$8,160 for Data Management and Data Reporting Services (i.e. SIS and CALPADS). ExED is offering Yu Ming a discount of \$3,000 to offset the early termination fee of \$9,280 that EdTec is charging Yu Ming.</p>
<b>Type</b>	Voting Item
<b>Background</b>	<p>In 2017-2018 Yu Ming would have paid EdTec an annual fee of \$102,865 (3.1% of government revenues), plus Data Support Services (i.e. SIS and CALPADS) for a fixed fee of \$8,500. Yu Ming signed a 2-year contract with EdTec in June 2016 and EdTec is assessing a release fee of \$9,280 (i.e. the equivalent of one month fees) and is asking that Yu Ming</p>



	return the \$4,500 multi-year discount it was granted for signing a 2-year agreement.
<b>Key Questions</b>	1. Should Yu Ming change its business services provider to ExED from EdTec?
<b>Attachments</b>	<ul style="list-style-type: none"><li>● ExED 2017-2018 Proposal</li><li>● Yu Ming Charter School - ExED Management Contract 2017-18</li><li>● Yu Ming Charter School - ExED CALPADS Data Management 2017-18</li></ul>

# **Business Services Proposal for**



**Prepared by**



**May 31, 2017**

## Statement of Confidentiality & Non-Disclosure

---

This document contains proprietary and confidential information. All data submitted to Yu Ming Charter School is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with ExED. The recipient of this document agrees to inform present and future employees of Yu Ming Charter School who view or have access to its content of its confidential nature.

BY ACCEPTANCE OF THIS DOCUMENT, THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

## Executive Summary

---

ExED is pleased to present Yu Ming Charter School with this proposal of business services. We will address your school's needs by providing the following services:

- School Finance
  - Budgeting, Financial Reporting, and Forecasting
  - Accounting and Bookkeeping
  - Cash Management
  - Payroll Processing and Retirement Reporting
  - Compliance and Data Management
- CALPADS Reporting
  - Ensure on-time and successful CALPADS data certification
  - Help strengthen data management practices

Furthermore, Yu Ming Charter School will find value in the systems, tools, and ancillary services ExED provides to support the delivery of the proposed business services, including:

- myExED Client Portal
  - ExED Marketplace powered by SpendBridge
  - ExED Financials powered by QlikView
  - ExED FileShare powered by Box
- ExED Business Guide and Compliance Calendar
- Board Recruiting and Training
- Facility Financing

Based on our conversations, ExED understands Yu Ming Charter School seeks:

### A New Approach to School Finance

#### What ExED offers:

- Understanding of how to efficiently and effectively perform charter school finance function in partnership with our clients.
- Unique tools and systems to make information available when they are needed to perform day-to-day activities or make decisions.
- Complete monthly financial packages for school leadership and board oversight.
- Linkage of financial monitoring with school operations team.

### A Deep Understanding of School Finance

#### What ExED offers:

- Industry expert in providing the services outlined in this proposal, and we pride ourselves on being a school business partner, not just a back-office processor.
- Breadth of knowledge covering both traditional K-12 and charter school finance.
- Expertise in government compliance regulations (EDGAR, California Ed Code), STRS Retirement System, and CALPADS Reporting.



- Coaching and development of financial literacy skills across leadership and operations teams.
- Understands responsible and efficient use of school resources.

From conversations with Yu Ming Charter School leadership, this proposal assumes that ExED would provide full school finance and CALPADS reporting services, all outlined below.

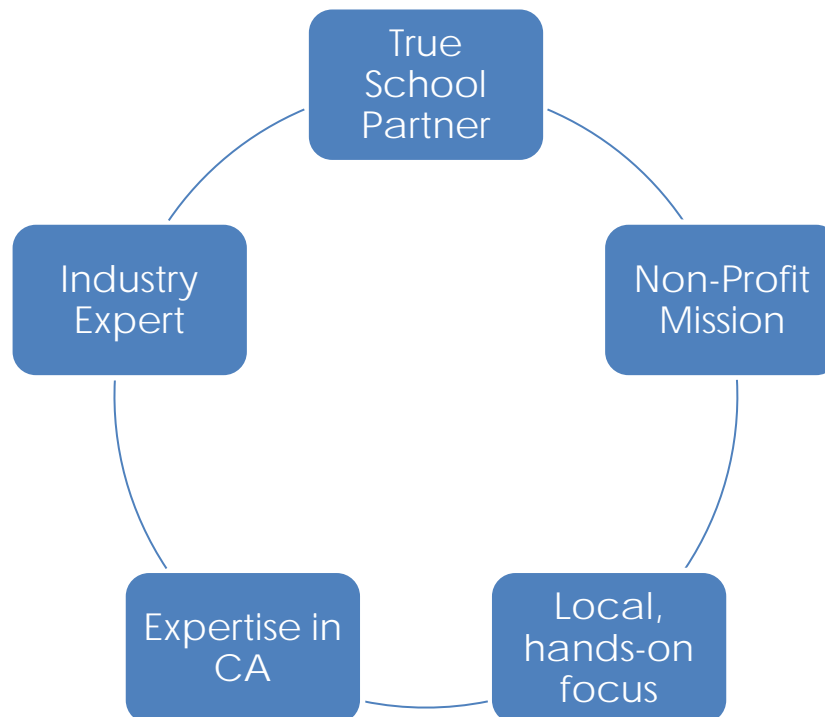
Currently, the school serves 350 students and it is anticipated that in 2017-18 enrollment will grow to approximately 400 students. Based on these assumptions, the annual fees would be the following:

- School Finance \$95,000 (approximately 3.36% of LCFF BASE Revenue)
- CALPADS Reporting \$8,160

## 1. ExED Advantages

---

When comparing ExED to other service providers, it is important to understand the tangible and intangible advantages charter schools have enjoyed by working with ExED. We are confident that our proposed services will effectively address your needs because of the following ExED advantages:



**ExED prides itself on the high quality of service and is a true school partner.**

- ExED provides strategic advice to our client school leaders and board of directors. We strive to ensure our clients understand the financial opportunities and risks of alternative strategies and to help ensure our clients can fulfill their mission.
- ExED aims to provide a service level that is unmatched by our peers. We do not see ourselves solely as a back-office provider but as a long-term business partner. As such, we frequently provide school finance services that extend beyond those outlined in our contract, for no additional fee, to help ensure the success of our clients.

#### **ExED's non-profit mission aligns to Yu Ming Charter School's goals.**

- ExED is the only non-profit back-office provider in California. Our goal is not financial profit but rather to improve the access children have to high-quality public schools. Our clients are the vehicle by which we pursue our vision, so we are especially excited by the opportunity to work with Yu Ming Charter School.
- ExED has four core values that are integral to how we work internally and with our clients:
  - *Integrity*: ExED will act with the highest standard of ethics.
  - *Going Above and Beyond*: ExED will offer excellent customer service to our client schools.
  - *Respect & Humility*: Our success depends on learning from all co-workers and stakeholders.
  - *Continuous Learning*: ExED will lead the field through innovation and a culture that emphasizes learning, creativity, and entrepreneurial thinking.

#### **ExED works with the largest number of schools of any back-office provider in Southern California. Our over 95% client retention rate is a key indicator of the high-quality of service and value ExED delivers.**

- ExED works with more than 60 charter school organizations in Southern California. For our full client list charter schools, please see Appendix A.
- Industry leaders have provided the following feedback on the quality of ExED's services and support:
  - "ExED is more than a vendor – they are a partner in our solution. ExED gave us a much clearer understanding of where and how ICEF was allocating our resources, giving us the information we needed to spend more wisely and more efficiently in the future." *Parker Hudnut, CEO, ICEF Public Schools*
  - "ExED provides a special gift to us – a certain genius in the financial area. With ExED, the Watts Learning Center can be confident that we are accountable, both educationally and fiscally." *Gene Fisher, President, Watts Learning Center*
  - "Years ago, we studied the idea of creating a high school, but we faced obstacles in getting the idea off the ground. ExED's Anita Landecker identified the ideal building location and created the financing plan to make it happen. Specifically, ExED made use of New Markets Tax Credits to make our dream come true. Now, Camino Nuevo has a beautiful learning environment for 450 high school

students. It's just incredible, and we have ExED to thank for it." *Ana Ponce, CEO, Camino Nuevo Charter Academy*

- o "ExED has a great deal of expertise in bookkeeping, accounting, and all the business services necessary to run a school smoothly and efficiently. They also bring great value in terms of the political and regulatory requirements we face. The team at ExED has a real commitment to the success of our school." *Andy Bogen, Board Member, New Village Charter High School*

**ExED is the industry expert in providing the business services outlined in this proposal.**

- Our staff has deep expertise gained through years of industry experience. On average, ExED's VPs and Accounting Managers have been working at ExED for more than four years.
- ExED's easy-to-use tools empower charter schools to quickly understand their complete financial picture, including cash flow, accounts payable and other critical financial information. Accessing this comprehensive information in a user-friendly format helps ensure charter schools operate with a clear understanding of their financial position at all times.
- Advancements in technology has enabled ExED to serve clients outside of our local offices. The ability to send and receive information electronically through the myExED portal facilitates the partnership and allows us to give the same quality service our local clientele.

## 2. ExED Background

---

Founded in 1998 by Bill Siart, former CEO of First Interstate Bank, and led by Anita Landecker, ExED ([www.ExED.net](http://www.ExED.net)) is a nonprofit organization that fosters the development and management of high-achieving charter schools in Southern California. Our vision is that every child, and in particular every child in an underserved community, has access to a high-quality public education.

ExED is focused on overcoming the obstacles to creating excellent schools serving low-income students. As part of our mission, ExED has developed additional services to ensure high-quality schools are sustainable for the long-term.

**Key facts regarding ExED**

- |   |                  |
|---|------------------|
| • Number of Charter School Clients          | Over 100 schools |
| • Number of Students Served by ExED Clients | 39,000           |
| • Number of ExED-Financed School Facilities | 29               |
| • Total Amount of ExED Facility Financing   | \$229 MM         |
| • Number of ExED employees                  | 74               |

**Offices Locations:**

- Los Angeles (Headquarters)
- San Diego

## Board of Directors:

As a non-profit organization, ExED is guided by a board of directors. ExED's Board of Directors includes various charter school and private sector leaders who contribute to ExED's mission. They are:

- William E. B. Siart, Chairman of the Board, Founder of ExED
- Robert Abeles, Chief Financial Officer, University of Southern California
- Brian Bauer, Executive Director, Granada Hills Charter High School
- Carl Christopher, Senior Consultant, Education First
- Paul F. Cummins, Ph.D., Executive Director, New Visions Foundation
- Hrag Hamalian, Executive Director, Bright Star Schools
- Guilbert C. Hentschke, Ph.D., Professor Emeritus, Rossier School of Education, USC
- Lida Jennings, Executive Director, Teach for America Los Angeles
- John Kobara, Executive Vice President & Chief Operating Officer, California Community Foundation
- Lindsay Kozberg, attorney, Park & Velayos LLP
- Stuart Laff, Retired Real Estate Executive, Former Senior VP at AECOM
- Jennifer Li Shen, Partner and Co-founder, Blue Garnet
- Kevin Reed, Vice Chancellor, General Counsel, University of Oregon (was general counsel at LAUSD, and UCLA)
- Jerry Ruiz, Attorney/Shareholder, AlvaradoSmith, APC

## 3. Identification of Needs

---

### A. Yu Ming Charter School Requirements

Based on our previous discussions, ExED understands Yu Ming Charter School is requesting a “full-service” proposal for the 2017-18 school year.

### B. Proposal Assumptions

The following assumptions are made in this proposal:

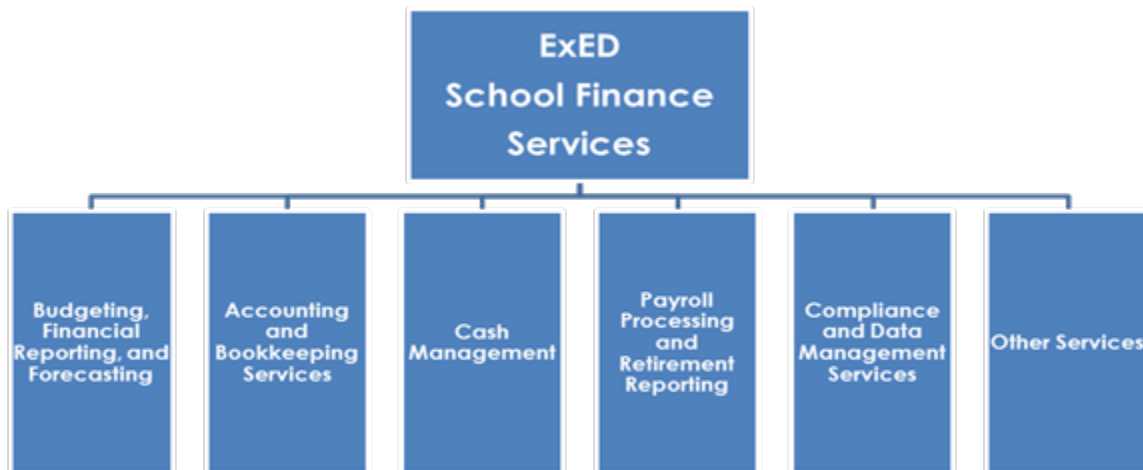
- Yu Ming Charter School currently serves 350 students and is expected to serve approximately 400 students in 2017-18.
- Yu Ming Charter School will outsource school finance activities including: budgeting, financial reporting, and forecasting; accounting and bookkeeping; cash management; payroll processing and retirement reporting; compliance related activities; and CALPADS reporting.
- ExED will prepare a budget and monthly financial reports.
- Yu Ming Charter School will use PowerSchool as its student information systems (SIS). The student data in these SIS is assumed to be accurate and will not require significant work to ensure its accuracy.
- ExED will transition Yu Ming Charter School to Paychex for payroll processing beginning July 1, 2017.

## 4. Proposed Services

---

### I. School Finance Services

ExED proposes a comprehensive range of services to meet Yu Ming Charter School's needs, including the following:



#### A. Budgeting, Financial Reporting, and Forecasting

ExED will partner with Yu Ming Charter School to build a budget that aligns the organization's short-term and long-term objectives with current and forecasted revenue. Furthermore, ExED will provide ongoing financial reporting to inform operational decisions and enable effective board oversight. ExED will:

- Develop annual budget, including attending hands on budget-development meetings with stakeholders.
- Revise budget, if necessary, based on approval of Governor's State Budget.
- Develop budget for charter petition renewals and/or grant requests.
- Assist with the development of the nonclassroom-based funding determination request and annual compliance review.
- On a monthly basis, develop cash flow forecast illustrating anticipated monthly cash balances and annual forecast by individual revenue and expense line items.
- Complete and submit all financial reporting required by charter school authorizer including Preliminary Budget, First Interim, Second Interim, and Unaudited Actuals.
- Prepare and present financial dashboard and financial statements to Finance Committee and Board Meetings. Monthly financial reports include: Financial Dashboard, Cash Flow Forecast, Financial Analysis, Income Statement, Balance Sheet, Statement of Cash Flows, Check Register, and General Ledger.

#### B. Accounting and Bookkeeping Services

ExED will provide a comprehensive range of accounting services to ensure the reliability and integrity of financial information, promote efficient and effective operations, and help safeguard the organization's assets. ExED will:

- Maintain and update chart of accounts to remain compliant with the state Standardized Account Code Structure (SACS).
- Record all transactions into accounting system with appropriate coding to enable the required reporting.
- On a monthly basis, reconcile all bank statements. At a minimum of once per quarter, perform reconciliation of remaining balance sheet accounts, including: Prepaid Expenditures, Long-Term Deposits, Accounts Receivable, Accounts Payable, Payroll Liability, Debt/Loans, and any Other Asset or Liability line items.
- Perform monthly depreciation and valuation analysis and update asset values for items such as property, equipment, and furniture.
- Process vendor invoices for payments, including verifying approval of payment, determining cash flow availability, verifying non-duplication of payment, and resolving any discrepancies.
- Complete 1099s for independent contractors.
- Monitor receipt of revenue to ensure school receives all funds it is entitled; perform collection activities to receive past due funding from government agencies.
- Collect all information required by auditors, prepare required schedules, serve as the point of contact with the auditors, meet with Audit Committee as needed, and prepare required information for the 990 tax return.
- Train school personnel on accounting and internal control procedures.

### **C. Cash Management**

ExED will help Yu Ming Charter School effectively manage cash flow needs. ExED will:

- Develop cash position report on a weekly basis.
- Assist with line of credit applications, as necessary.
- Manage timing of invoice payment.
- Plan and manage payment of outstanding debt.

### **D. Payroll Processing and Retirement Reporting**

ExED will:

- Transition Yu Ming Charter School to Paychex for payroll processing.
- Based on information provided by Yu Ming Charter School, maintain payroll related employee information and process payroll related information for all status updates, new hires, and terminations.
- Process payroll for all staff on a regular schedule.
- Process supplemental checks for terminations, stipends, and bonuses.
- Process payroll tax filings, garnishments, and W-2's.
- Process and report all retirement contributions under Yu Ming Charter School's 457 plan.
- Assist in completing unemployment insurance claims and workers compensation audits.
- Assist in developing sound procedures for management of employee records.

## **E. Compliance and Data Management Services**

ExED will:

- Prepare 20-Day, P-1, P-2, and Annual attendance reports and submit to the charter authorizer.
- Prepare expenditure related data required for LCAP.
- Prepare funding applications, if appropriate, including: Consolidated Application, Title III, Annual Funding Survey, PENSEC Report, SB 740, and Facilities Incentive Grant.
- If appropriate, complete After School Educational & Safety program reporting.
- Prepare monthly claim information for National School Lunch Program and transfer information into Child Nutrition Information and Payment System (CNIPS).
- Prepare and submit year-end cost and revenue reporting for National School Lunch Program.
- As appropriate, assist with property tax exemptions, and provide sales and use tax reporting.
- Prepare per pupil expenditure section of the School Accountability Report Card (SARC).
- Distribute ExED Monthly Compliance newsletter to appropriate Yu Ming Charter School staff and governing board.

## **F. Other Services**

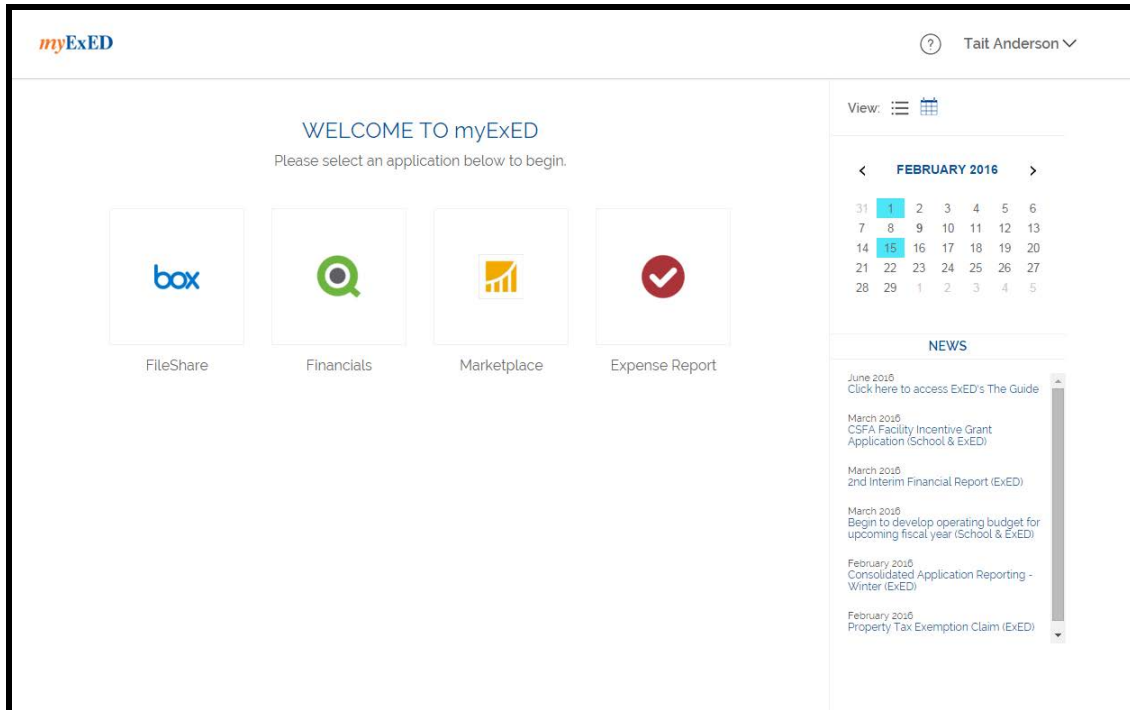
ExED will:

- Attend regular meetings with Yu Ming Charter School staff and attend Yu Ming Charter School board meetings, both via GoToMeeting. At least once a quarter, ExED staff will attend a meeting with school administration in person.
- Provide guidance, training, and templates to support effective internal controls.

## **5. myExED Portal and Other Supporting Systems and Services**

---

The myExED portal is a cloud-based application that connects client staff to the systems and information they need to efficiently complete day-to-day activities and to make informed decisions. It uses leading Software as a Service (SaaS) applications which are easy to use and familiar to many staff, are available on both computers and mobile devices, and have enterprise-level capability and security. Furthermore, given myExED is built in a SaaS model, users will automatically have access to the latest version of each application and new applications can be added easily to meet evolving charter school needs.



#### A. ExED Marketplace (powered by SpendBridge)

ExED Marketplace is a robust, cloud-based procure-to-pay solution that significantly improves upon the manual procurement and AP process used by many charter schools. ExED Marketplace enables charter schools to streamline the purchasing process, secure lower prices for commonly purchased office, school, and technology products, and process invoices more efficiently. ExED Marketplace is powered by SpendBridge (<http://spendbridge.co>), an industry leader with significant experience working with schools across the country. ExED has customized the SpendBridge system to meet the specific needs of charter schools in California.

ExED Marketplace has three primary components:

##### 1. *Purchasing and Expenditure Management*

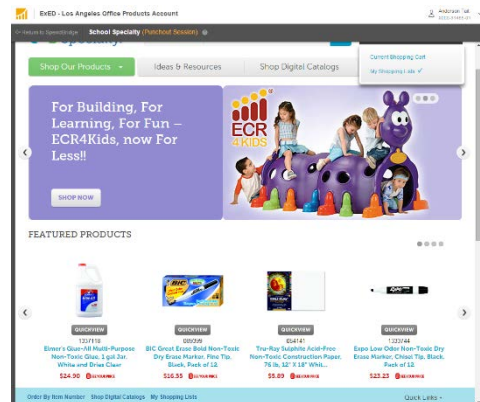
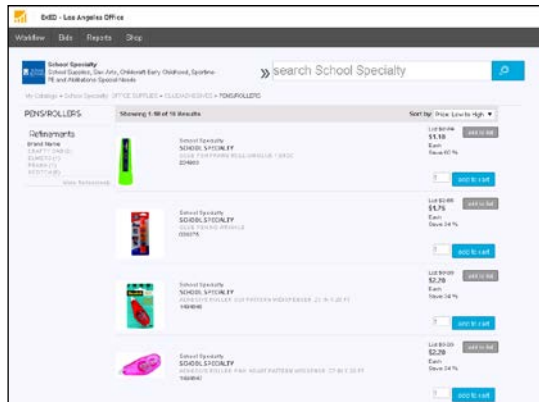
ExED Marketplace offers an extensive range of online catalogs for discounted office supplies, school supplies, technology products, and other educational resources from leading national suppliers. Price discounts from national group purchasing contracts and selected vendors from CCSA's Charter Advantage Program are integrated directly into the system. ExED Marketplace also enables charter schools to create electronic purchase orders and then email them to vendors.

Catalogs of Discounted Products Available Through the ExED Marketplace:

Category	Vendor
Office Supplies	Office360
School Supplies	Lakeshore and School Specialty
Technology Products	CDW-G
Maintenance & Hardware	HD Supply
Janitorial and Sanitation Supplies	Waxie Sanitary Supply



ExED Marketplace offers an intuitive user-interface.



## 2. Approval Process Management

ExED Marketplace features an efficient approval management workflow that allows charter schools to route both purchase requisitions and invoices electronically for approval. In addition, ExED Marketplace provides reports to view approval status and access historical copies of invoices electronically. The service eliminates the need to compile physical accounts payable packages and the corresponding physical filing of invoices. ExED Marketplace is also accessible from mobile devices, so approvals can be made in real-time from a smartphone or tablet.

## 3. Data Management and Reporting

ExED Marketplace provides real-time access to critical purchasing data, including historical spend data, encumbrance data, and invoice payment information.

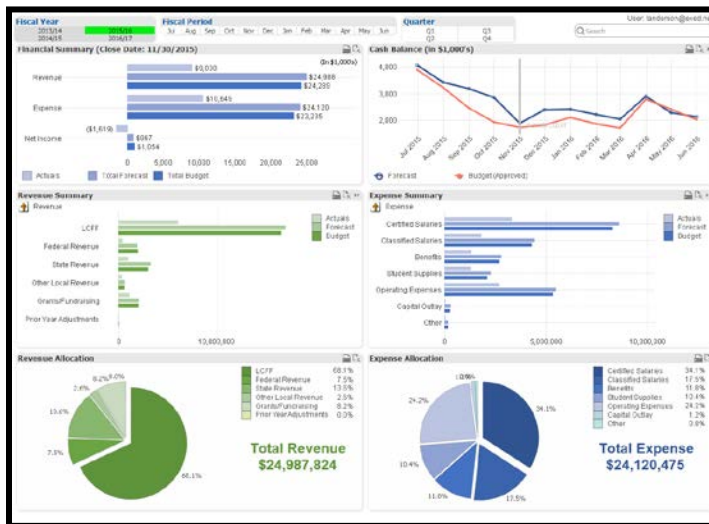
ExED Marketplace provides the following benefits:

- Save money on office supplies, school supplies, and technology products
- Save money with free delivery from national suppliers (including next-day delivery for office supplies)
- Save time by going digital and eliminating physical filing
- Embed the shopping experience directly into the purchase requisition and approval process
- Provide anywhere, anytime access to invoice approval
- Empower office managers with the information to respond immediately to vendor inquiries regarding status of invoice payments

## B. ExED Financials

ExED Financials powered by QlikView provides real-time access to financial information. On a daily basis, QlikView pulls data from ExED's accounting system and generates dynamic reports for:

- Year-to-Date and Forecasted Income Statement vs. Budget
- Year-to-Date Expenses by Object Code vs. Budget
- Transaction Detail (provides General Ledger information)
- Paid Invoice History
- Check Register

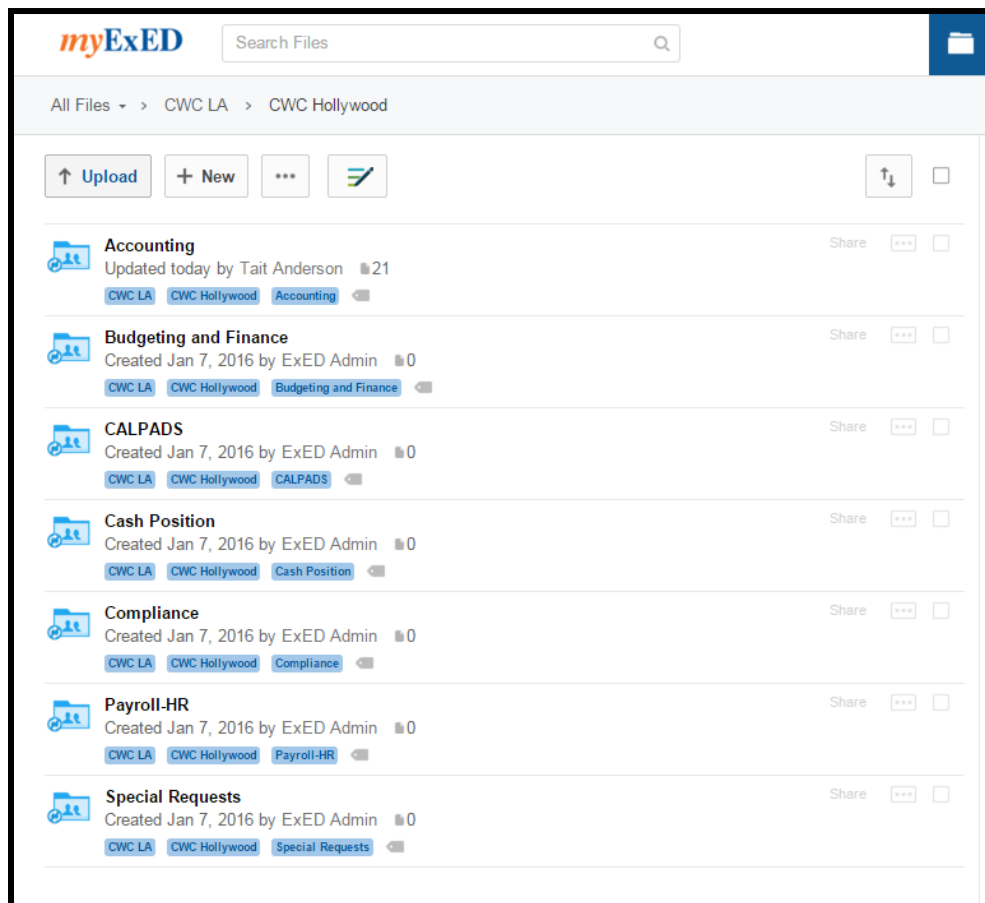


Main		Income Statement	Balance Sheet	Cash Balance	Transaction Detail	Check Register											
		Fiscal Year: 2015/16										Fiscal Period		Quarter		User: chris.chen@zhengrui.com	
Report Level: Summary		2015/16										2015/16		2015/16		2015/16	
Selection:		VS by School										VS Forecast		YTD vs Budget		VS YTD vs Forecast	
Show Additional Filters		Budget										Actual		Actual		Actual	
		Actual Jul-14										Actual Aug-14		Actual Sep-14		Actual Oct-14	
		Actual Nov-14										Actual Dec-14		Actual Jan-15		Actual Feb-15	
		Actual Mar-15										Actual Apr-15		Actual May-15		Actual Jun-15	
		Actual Total										Actual Total		Actual Total		Actual Total	
		Remaining Budget										Remaining Budget		Remaining Budget		Remaining Budget	
Current Selections		Supplies															
Report Level: Summary		4110 Approved Textbooks and Co.															
2015/16		4210 Books and Other Reference															
2015/16		4300 Materials and Supplies															
2015/16		4140 Computer Software and Refs.															
2015/16		4360 Software & Financial Systems															
2015/16		4370 Custodial Supplies															
2015/16		4300 Maintenance Supplies															
2015/16		4390 Other Supplies															
2015/16		4391 Medical Supplies															
2015/16		4400 Non-Capitalized Equipment															
2015/16		4415 Non-Capitalized Equipment															
2015/16		4420 Other Equipment															
2015/16		4710 Food and Food Supplies															
2015/16		4750 Food for Students															
2015/16		4750 Food Supplies															
2015/16		Total Supplies															
2015/16		Operating Expenses															
2015/16		5200 Travel and Conferences															
2015/16		5210 Housing															
2015/16		5300 Dues and Memberships															
2015/16		5400 General Insurance															
2015/16		5500 Operation and Housekeeping															
2015/16		5510 Electricity															
2015/16		5520 Gas															
2015/16		5530 Water															
2015/16		5550 Housekeeping Services															
2015/16		5560 Waste Disposal															
2015/16		5610 Rent - Facilities / Buildings / S.															
2015/16		5620 Equipment Lease															
2015/16		5630 Vendor Expenses															
2015/16		5612 Field Trip/Pool Transportation															
2015/16		5620 Local / Audio Fees															
2015/16		5630 Advertisement / Recruitment															
2015/16		5650 Non-Instructional Consultants															
2015/16		5661 Instructional Consultants															
2015/16		5683 Ex-Ed															
2015/16		5900 Other Fees / Bank Charges / J.															
2015/16		5981 CSC Facilities Fees															
2015/16		5995 Bad Debt Expense															
2015/16		5996 Special Ed Fee Share (LAUSD)															
2015/16		5997 Fundraising Cost															
2015/16		5900 Communications															
2015/16		5910 Telephone Expense															
2015/16		5920 Internet Expense / Web Host.															
2015/16		5930 Postage Expense (RPS) PDEEX															
2015/16		Total Operating Services															

Users can slice the data by site and program codes to tailor the reports to their particular need. Furthermore, the reports allow users to drill-down to transaction level data for any revenue or expense object code and export information to Excel.

### C. ExED FileShare

ExED FileShare powered by Box allows charter schools and ExED to securely share and store files via a cloud-based, filing system. For example, employee files and commonly used reports can be shared via ExED FileShare which is more secure than email and provides a common location for Yu Ming Charter School staff and ExED to share and access files. Lastly, ExED FileShare reduces the need to search through old emails to find a file.




### D. ExED Business Guide and Compliance Calendar

ExED recognizes charter schools must manage a plethora of reporting requirements and deadlines with limited resources. ExED has developed three tools to guide schools through these requirements.


#### 1. ExED Business Guide & Calendar





The Business Guide & Calendar provides a calendar summarizing the various reporting requirements for the entire fiscal year. In addition, the Business Guide provides planning tools to help charter schools complete activities such as their Local Control Accountability Plan (LCAP) and Attendance Accounting.



Finance, Funding & Compliance Calendar

for California Charter Schools



Deadline Date	Area	Task	Who completes this?	Board approval required?	School signature required?	Completed?
9/31/2015	FINANCE	<b>Identify Federal Time-Certifications</b> - Identify positions requiring time certifications for fiscal year. Necessary if any portion of restricted Federal funds were used for salary expense, i.e., Title I, II, III, PCSGP/Dissemination, IDEA. There are two very different certification methods to document time accounting: Semi-Annual Certification - Single Cost Objective or Personnel Activity Report (PAR) - Multiple Cost Objectives.	YOUR SCHOOL & ExED	NO	NO	
TARGET MONTH	FUNDING	<b>Begin E-Rate application planning process</b> - E-Rate is a federally funded program to help ensure schools have affordable access to modern telecommunications and information services. The program provides substantial discounts on telecommunications, and Internet and technology products and services. Funding depends on the poverty level and on how a school plans to use technology -- not on its enrollment. Examples include implementing major infrastructure projects such as cabling and network equipment for a new facility. E-Rate applications require a technology plan and the application process is competitive.	YOUR SCHOOL	NO	YES	
DTB*	COMPLIANCE	<b>Prepare data required for Civil Rights Data Collection</b> - The U.S. Department of Education (ED) collects data on key education and civil rights issues in our nation's public schools. The Civil Rights Data Collection (CRDC) is a mandatory data collection and applies to all schools, including charters. A significant amount of data is requested, including student-level data, and educational programs and services. If you have not started, we suggest initiating the planning and collection process soon. Data reporting occurs every other school year.	YOUR SCHOOL	NO	YES	
DTB*	COMPLIANCE	<b>Administer California English Language Development Test (CELDT)</b> - Every pupil in California whose native language is not English is required to be tested within 30 days of the start of school. Be sure to note your school's 30th day of instruction and test all California English Language Development Test (CELDT) students before that date. This reporting is not only used for your students' academic performance, but also for state and federal accountability reporting requirements.	YOUR SCHOOL	NO	NO	

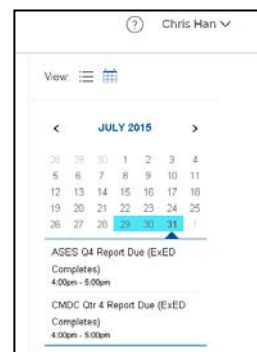
## 2. ExED Monthly Newsletter

In addition to providing an annual calendar of compliance requirements, ExED distributes a monthly newsletter which summarizes important information regarding compliance related deadlines and news. The newsletter highlights activities that ExED and/or the charter school is responsible for completing and includes a list of key deadlines for the upcoming month.



## 3. Calendar on myExED Portal

The myExED portal provides a calendar of reporting requirements in a web-based calendar that users may view via the myExED portal.



## **E. Transition Services**

ExED has experience successfully transitioning business services from other back-office providers, traditional K-12 district offices, and in-house business and accounting teams. We have checklists and procedures to ensure all necessary payroll, accounting, and other processes and information are transitioned to ExED and there is no disruption in Yu Ming Charter School's operations.

## **6. ExED Client-Service Team**

---

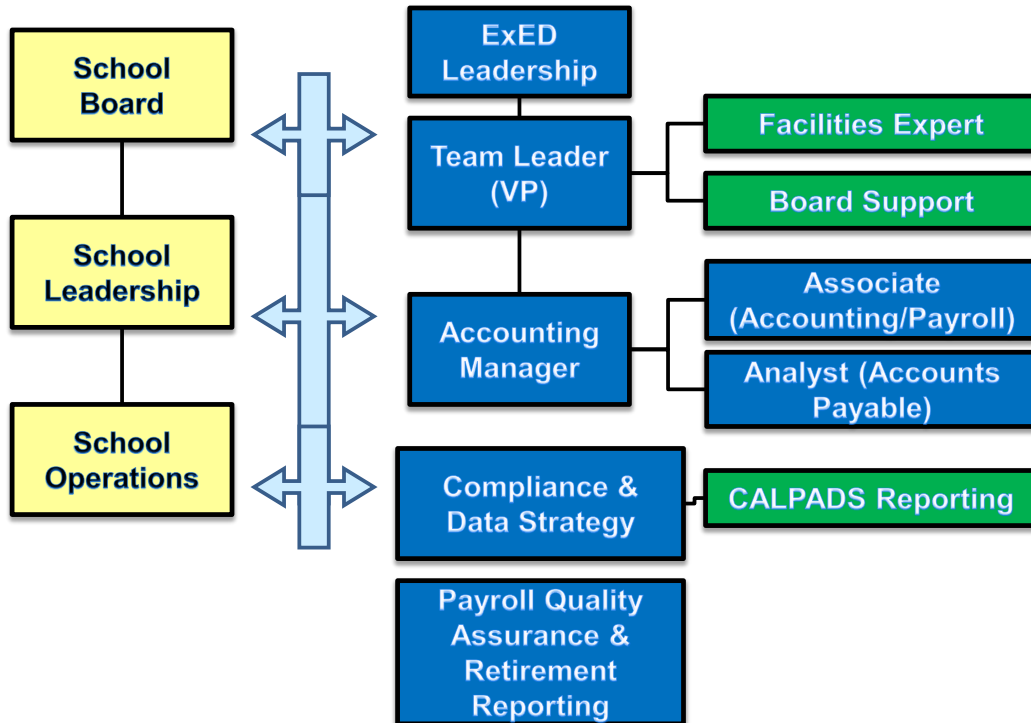
Each ExED client is supported by a dedicated, client-service team. The team is led by a Vice President of School Finance (Team Lead) and each team typically works with between 5-7 clients. The low client-team ratio allows ExED's teams to develop a deep understanding of their client's organizational structure, staff, objectives, and financial situation. The team uses this information to tailor the services they provide. The Team Lead delivers all financial services and directly manages an Accounting Manager who is responsible for the delivery of all accounting and payroll services. The Team Lead identifies any additional services or support a client may need, such as, facilities support, data management, and board recruitment and training.

ExED's teams are led by experienced staff. On average, ExED's Vice Presidents and Accounting Managers have worked at ExED for four years. During their tenure, ExED's staff members have built deep expertise in charter school finance and charter school operations. They also have experience supporting clients in a variety of state budgetary environments. Furthermore, new team members are overseen and trained by our senior staff members.

In addition to the client-service team, ExED has two centralized departments that provide services. First, ExED's Data Management department provides our compliance and CALPADS reporting services. They collaborate with the ExED Team Lead and will work directly with School leadership and operations staff. Second, ExED's Payroll/Retirement Reporting department provides quality control for team-based payroll processing and completes all retirement reporting (e.g., STRS).



### ExED Client Service Structure



Key:

Yellow – Yu Ming Charter School Staff

Blue – ExED School Finance, Payroll, and Compliance Staff

Green – ExED Supporting Services

### ExED Leadership Team:

#### **Anita Landecker, Executive Director**

Anita Landecker joined ExED in 1999. She is a leader in community development in Los Angeles, having directed the western operations for the Local Initiatives Support Corporation (LISC) for more than a decade. At LISC, Ms. Landecker raised more than \$1 billion for affordable housing investment in inner-city areas. She has taught at UCLA, served on the Los Angeles Board of the Federal Reserve Bank of San Francisco and currently serves on the Board of Directors Building Excellent Schools. In 2010, she was awarded the Stanton Fellowship from the Durfee Foundation, to research and recommend new budget systems at LAUSD. Ms. Landecker earned an M.S. in urban planning from Massachusetts Institute of Technology and a B.A. from the University of California, Santa Barbara.

#### **Tait Anderson, Executive Vice President**

Tait Anderson joined ExED in 2012. He is an experienced manager in the education field and has a strong consulting and finance background. Prior to joining ExED, he was an Executive Director with Laureate Education where he managed their teacher continuing education business unit and their market research team. He has also worked in management consulting at Deloitte Consulting, non-profit lending at U.S. Bank, and in investment banking at Dain Rauscher. He earned an M.B.A. from the Anderson School at UCLA and a B.A. in economics from Carleton College.

**Samira Estilai, Executive Vice President**

Prior to joining ExED in 2011, Samira Estilai worked for the Los Angeles Unified School District (LAUSD) as a Program and Policy Development Advisor in the Office of the Chief Financial Officer. Previously, she was Chief of Staff to LAUSD Board Member Marlene Canter. She also served as a Senior Policy Analyst in the Office of Mayor Richard Riordan. She holds a bachelor's degree in ethnic studies from the University of California, Berkeley and a master's degree in public policy from USC.

**Tammy Stanton, Executive Vice President**

Tammy Stanton joined ExED in 2006 and oversees the business operations for select charter school clients, which includes budgeting, cash flow projections, accounting, bookkeeping, compliance, payroll and general operational issues. Furthermore, she oversees board governance and fiscal trainings ExED provides. Prior to joining ExED, she served as the treasurer for Ocean Charter School, and was involved in all aspects of budgeting and accounting for the school. She has worked as a Business Manager for Miraleste Music and the Women Alive Coalition. She holds a B.A. in business from Antioch University.

**Larry Tamayo, Executive Vice President**

Larry Tamayo leads the San Diego office, having joined ExED in 2002. In addition to his supervisory role, he also oversees the business operations for charter school clients, in San Diego and Orange County. Prior to leading ExED's San Diego office, he was the School Development Coordinator and a Compliance Analyst in ExED's Los Angeles office. He previously worked as a program coordinator at the Atlantic Community Economic Development Corporation in Long Beach. Larry holds a master's degree in public policy from UCLA and a bachelor's degree in criminology, law and society at the University of California, Irvine.

**Client Service Team Leaders**

Below is background information on the ExED San Diego Vice Presidents and provides examples of the Team Leaders that may work with Yu Ming Charter School. The Executive VP's listed on the previous page also work with clients directly. There are additional bios on our website at [www.exed.net](http://www.exed.net).

**Brian Badillo, CPA, Vice President, School Finance**

Brian joined ExED in 2014. Previously, Brian was a supervisor for Christy White Associates, a public accounting firm specializing in local education agency audits. There, he audited charter schools, school districts and non-profit organizations on areas such as state compliance, federal compliance, internal controls, and financial statements. Locally, Brian is a member of the Budget Review Advisory Committee for Poway Unified School District as the Secretary. Brian is an active CPA in the state of California and earned his bachelor's degree from California State University San Marcos in accounting.

**Matthew Eisenberg, CPA, Vice President, School Finance**

Matthew joined ExED in September of 2014 and oversees business operations for schools in San Diego and Orange County. Prior to working at ExED, Matthew worked as a Senior Accountant at Christy White Associates, a public accounting firm specializing in attestation engagements. There, he led audits of charter schools, school districts and non-profit organizations. He gained in-depth knowledge in areas such as state compliance, federal compliance, internal controls, and financial statements. Matthew currently holds an active

license as a Certified Public Accountant (CPA) in the state of California and earned his bachelor's degree from the University of Redlands in accounting.

### **Data Management:**

#### **Tiffany Castro, Director of Data Management**

Tiffany Castro joined ExED in 2014 and supports ExED schools with CALPADS reporting and guidance with student data compliance and management, specifically in student information systems (SIS). Prior to joining ExED, Tiffany served as Director of Operations and Compliance at Larchmont Schools and has worked in educational institutions and libraries since 2002. Tiffany has a master's degree in Library and Information Science from UCLA and bachelor's degrees in History and Latin American and Latino Studies from UC Santa Cruz.

#### **Brianna Bennett, Manager, Data Management**

Brianna Bennett joined ExED in 2014 and supports ExED schools with compliance and data management efforts, specifically in the areas of attendance, nutrition and federal funding. Prior to joining ExED, Brianna worked in the field of mental healthcare as a Credentialing Coordinator and worked in various public agencies. Brianna has a master's degree in Public Administration with an emphasis in Public Policy and Management from CSU Northridge and a bachelor's degree in Journalism from San Diego State University.

### **Payroll Quality Assurance and Retirement Reporting:**

#### **Shahad Askandar, Director of Payroll Services**

Shahad Askandar joined ExED in 2005 and has over 15 years of payroll and employment tax experience, and 8 years of retirement expertise, including CalSTRS and CalPERS. She has worked directly with both state retirement systems and earned the trust of many school districts with her accurate reporting and understanding of their processes. She has deep knowledge and specialized expertise related to charter school-specific payroll and retirement reporting. She holds a B.A. in Management Science from UC San Diego, and an MBA from National University.

## **7. Summary**

---

We sincerely hope that Yu Ming Charter School will consider ExED as a long-term partner. Our missions and values are closely aligned and we will not only deliver excellent business services but will help Yu Ming Charter School sustain its success long into the future. We are available to answer any questions you may have regarding this proposal and look forward to discussing this opportunity further.



## Appendix A – ExED Client List

---

**ExED currently supports the following organizations:**

- Albert Einstein Academy Elementary, San Diego
- Albert Einstein Academy Middle School, San Diego
- APEX Academy Charter, East Hollywood
- Arroyo Paseo Charter School, San Diego
- Bert Corona Charter School, Pacoima
- California Collegiate, South LA
- Camarillo Academy of Progressive Education Charter School, Camarillo
- Camino Nuevo Charter Academy, MacArthur Park
- Charter High School of the Arts Multimedia & Performing (CHAMPS), Van Nuys
- CHIME, Woodland Hills
- Citizens of the World – Los Angeles, Hollywood & Mar Vista
- Collegiate High School, East LA
- Community Roots Academy, Laguna Niguel
- Crown Preparatory Academy, South Los Angeles
- Darnall Charter School, San Diego
- e3 Civic High, San Diego
- Ednovate (USC Hybrid High, East College Prep, Ednovate Santa Ana)
- Edward B Cole Sr Academy, Santa Ana
- EJE Academies Charter School, El Cajon
- El Sol Science & Arts Academy, Santa Ana
- Elevate Elementary, San Diego
- Endeavor College Prep, Chinatown
- Equitas Academy, Central City, Los Angeles
- Extera Public Schools, Boyle Heights
- Gabriella Charter School, Echo Park
- GALS LA, Panorama City
- Goethe International Charter, West Los Angeles
- Gompers Preparatory Academy, San Diego
- Inner City Education Foundation (ICEF), South LA
- James Jordan Middle School, Northridge
- Jardín de la Infancia, Downtown Los Angeles
- Journey School, Aliso Viejo
- Keilller Leadership Academy, San Diego
- KIPP Adelante, San Diego
- LA's Promise Charter Middle School, South LA
- Leonardo da Vinci Health Sciences Charter School, Chula Vista
- Libertas College Prep, South LA
- Los Feliz Charter School for the Arts, Glassell Park
- Math and Science College Preparatory High School, Mid-City
- Metro Charter School, Downtown
- Monseñor Oscar Romero Charter Middle School, Pico Union
- NEW Academy Canoga Park, Canoga Park
- NEW Academy of Science and Arts, Belmont-Pico Union

- New Heights Charter School, South Los Angeles
- New Los Angeles Charter, Mid-City
- New Village Charter High, East Hollywood
- New West Charter Middle, West Los Angeles
- Ocean Charter School, West Los Angeles
- Optimist Charter School, Downtown LA
- Our Community Charter School, Chatsworth
- Pacoima Charter School, Pacoima
- Pathways Community Charter, South Los Angeles
- Puente Charter School, East LA
- Renaissance Arts Academy, Eagle Rock
- Resolute School, Watts
- Samueli Academy, Santa Ana
- San Diego Global Vision Academy, San Diego
- Sierra Foothill Charter School, Mariposa County
- Stephen W. Hawking Math and Science Charter Schools, San Diego
- Summit Prep, South LA
- Thrive Public Schools, San Diego
- University Charter Schools at CSU Channel Islands, Camarillo
- Valiente College Prep, South Gate
- Valley Charter Elementary & Middle Schools, North Hills
- Watts Learning Center & Middle Schools, South Los Angeles
- Westchester Secondary School, South LA
- Westside Innovative School House, West Los Angeles
- Wonderful College Prep Academy, Delano
- YPI Valley Public Charter High School, Pacoima

**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 2017 (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 2017. 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.
- 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](mailto: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 2017-2018.
    - (2) Set up new academic terms in SIS and instruct Client on calendar set up 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 2017-2018 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 analysis and 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 error-free 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 via Capstone meetings, as agreed upon
      - (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 \$8,160 for the 2017-18 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 \$680.00 monthly from July 1st, 2017, through June 30, 2018, as well as for out-of-pocket expenses incurred not to exceed \$100 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 governing body of Client 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 the chief executive officer and the presiding officer of the governing body of Client.
- b. Principal Contact. The governing body of Client may also identify, in writing to ExED, its key or principal contact, if other than the authorized 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, the chief executive officer and the presiding officer of the governing body of Client 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, 2017, until June 30, 2018.

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.

- a. 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
Understanding Your SIS	<ul style="list-style-type: none"> <li>• Provide additional training on the data fields and table structure in Client's SIS</li> <li>• Define the key relationships between the data tables and the way the data is structured in the interface</li> </ul>	
Configuring Access and Security Setup in Your SIS	<ul style="list-style-type: none"> <li>• Facilitate with Client's SIS vendor setting up the initial security configuration and training staff how to maintain system security going forward</li> <li>• Review with Client processes for ensuring personal privacy of information stored in Client's SIS</li> </ul>	<ul style="list-style-type: none"> <li>• Provide feedback on desired security setup by user group</li> <li>• Ensure staff roles and responsibilities are clearly delineated</li> </ul>
Scheduling	<ul style="list-style-type: none"> <li>• Assist with scheduling on an as needed basis</li> <li>• Evaluate the scheduling set up configuration for Client prior to the beginning of the year and provide recommendations on the overall scheduling approach</li> <li>• Help troubleshoot schedules and provide ongoing support</li> </ul>	<ul style="list-style-type: none"> <li>• Inform ExED of any scheduling criteria that is relevant to the scheduling process and inform ExED of any process changes</li> </ul>
Generating Reports for Stakeholders	<ul style="list-style-type: none"> <li>• Teach appropriate Client staff how to view, extract, and modify student and school data</li> <li>• Show appropriate Client staff how to develop reports customized to Client's needs</li> <li>• Train appropriate Client staff how to use special search functions and commands to effectively query Client's SIS</li> </ul>	<ul style="list-style-type: none"> <li>• Provide feedback on the types of data that needs to be commonly extracted</li> <li>• Provide feedback on the types of reports various stakeholders need</li> </ul>
Custom Screen and Custom Field Assistance	<ul style="list-style-type: none"> <li>• Perform needs assessment and review of how custom screens and/or fields are currently being</li> </ul>	<ul style="list-style-type: none"> <li>• Provide feedback on pain points with SIS</li> </ul>

Activity	ExED Responsibilities	Client Responsibilities
(as applicable to SIS)	<p>used by Client</p> <ul style="list-style-type: none"> <li>• Provide recommendations on consolidating and restructuring how data elements are being collected by Client</li> <li>• Liaise with vendor as appropriate</li> </ul>	<ul style="list-style-type: none"> <li>• Provide feedback on current processes as they relate to the custom screens</li> <li>• Inform ExED of any new functionality or data requirements that need to be incorporated into the existing custom screens</li> </ul>
Setup and Support for Progress Reports and Report Cards	<ul style="list-style-type: none"> <li>• 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).</li> </ul>	<ul style="list-style-type: none"> <li>• Provide ExED with an overview of Client's grading practices and grading frequency</li> <li>• Liaise with teaching staff as necessary</li> </ul>
Local Data Requests	<ul style="list-style-type: none"> <li>• Review requirements of data request.</li> <li>• Identify ways to meet requirements and align with existing data management efforts.</li> </ul>	<ul style="list-style-type: none"> <li>• Merge data from other sources or systems, if necessary, with data extracted by ExED.</li> </ul>

## **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 2017 (the “Effective Date”) by Yu Ming Charter School (“Client”), a California nonprofit public benefit corporation operating one or more charter schools, 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 or more charter schools authorized by the Alameda County Office of Education. 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. “Auditable Items” means business practices performed at the Client site which are or should be documented, that may be identified as being inconsistent with Client’s policies, procedures, and/or charter or inconsistent with generally-accepted accounting practices.
- d. “Basic Services” means the services provided by ExED as selected by Client and described in Schedule A.
- e. “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 governing body of the Client.

- f. “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).
- g. “CBEDS” means California Basic Educational Data System.
- h. “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.

- i. “Compliance Check” means a review conducted by ExED staff, based upon examining a sample of test transactions, to determine whether Client is following financial control practices outlined in any of Client’s adopted policies and procedures, including, but not limited to, employee handbook and fiscal policies.
- j. “P-1/P-2” means the attendance reports that must be submitted to the State of California for ADA apportionment purposes.
- k. “Mandate” means activities performed by the Client as required by the State of California as a public or charter school, e.g., employee criminal background checks, submission of periodic financial and budget reports.

- l. “myExED Portal” means the ExED client portal (myexed.org) and the associated applications made available to select Client staff via this website.
- m. “Outliers” means actual expenditures or costs that differ materially from budgeted or projected Client expenditures or costs reflected in the applicable Budget.
- n. “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. 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.
- o. “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.
- p. “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.
- q. “Site” means a site at which Client conducts its business.

- r. “Standard Financial Reports” means the financial reports prepared by ExED for use by Client management or Client’s governing body that include: Financial Dashboard, Monthly Forecast, Financial Analysis, Income Statement, Balance Sheet, Statement of Cash Flows, Check Register, and General Ledger.
- s. “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.
- t. “State Standardized Account Codes” means the account codes mandated by the California Department of Education.

## 2. **THE SERVICES**

- a. Basic Services. 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.

## 3. **PAYMENT AND TERMS**

- a. Fees and Charges. Client will pay ExED a flat fee of \$95,000 for the 2017-18 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 \$100 per month without written authorization from the Client.
- b. Invoicing. ExED will invoice Client \$7,916.67 monthly from July 1st, 2017, through June 30, 2018, as well as for out-of-pocket expenses incurred not to exceed \$100 per month without 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 an annual rate not to exceed twelve percent (12%).
- g. Price Changes. The prices and related charges for the Services are subject to increase upon renewal of this Agreement. ExED reserves the right to immediately pass through increases in costs incurred from third parties (e.g., vendors, subcontractors and licensors) to the extent such services and supplies are identified in Schedule A and the Additional Services Schedule, if any. In addition, ExED will give Client not less than sixty (60) days prior written notice of any price increases for monthly Services.

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 all payments to, as well as the direction and control of the work to be performed by, its subcontractors, if any. Subconsultants, if any, will be required by ExED to comply with the terms and conditions of this Agreement respecting confidentiality.

5. **THE CLIENT'S OBLIGATIONS.**

- a. Authorized Personnel. The governing body of the Client may identify to ExED, in writing, the Client Administrator and other staff member(s) authorized to work with ExED with respect to: general information about the Client, accounts payable, personnel and payroll, attendance records as well as funding compliance and reporting. In the absence of such designated persons, ExED shall be authorized to communicate with the chief executive officer and the presiding officer of the governing body of the Client.
- b. Principal Contact. The governing body of the Client 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 governing body of the Client 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 its independent accountants to speak and work directly with ExED 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 any governmental investigating or funding authority or Client's accountants, to the extent required by law, including exceptions noted in any independent accountant's report.
- d. 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 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 steps necessary 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.
  - (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 hourly personnel.
- 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 and CBEDS.
  - (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 use its best efforts to comply with all material grant and funding requirements, including record keeping, reporting, management and financial controls and policies and procedures.
- 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 any governmental

authority other than Client, to the extent permitted by law. Client will provide ExED promptly with copies of every report, including any schedules or exhibits, provided to any governmental agency.

- l. Designation of ExED. Client hereby designates employees and subconsultants 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 and shall return to ExED all manifestations and copies thereof in Client's possession or control.
- 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.
- b. 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.

- c. 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.
- d. 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 governing body of the Client, 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.
- e. 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, regulatory agencies, insurance carriers, and providers, and the Client. With the Client's consent, ExED will provide financial references upon request by certification organizations, financial institutions, and potential grantors. Confidential Information shall be handled by ExED, its employees and consultants, in accordance with the following "Standard Conditions":
  - (i) 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. ExED shall maintain reasonable security measures to safeguard the Confidential Information.
  - (ii) ExED shall not disclose information from the Confidential Information to any third party except as authorized by Client.
  - (iii) ExED shall 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 subconsultants to agree to comply with these Standard Conditions for the handling of Confidential Information.

- f. 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 \$60,000. 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.

- g. 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. ExED DOES NOT HAVE RESPONSIBILITY FOR CLIENT DATA.

- h. 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, 2017, until June 30, 2018.

- 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 Client is unable to pay its debts when they become due, declares bankruptcy or insolvency, or makes an assignment



for the benefit of its creditors, ExED may terminate this Agreement upon written notice to Client.

- 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 9 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](mailto:spark@yumingschool.org)

ExED: 11858 La Grange Avenue 2<sup>nd</sup> Floor  
Los Angeles, CA 90025  
E-mail: [tanderson@exed.net](mailto: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 subconsultants. 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 agrees to 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. ExED will notify Client prior to such use.
- 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 and Forecasting**

##### **A) Budget Development**

- 1) Work with Client administrators to develop annual budget for subsequent fiscal year beginning in March of each year for approval by Client's governing board no later than June 30<sup>th</sup>. 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.

##### **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 will be kept to a minimum and forwarded to Client's governing body for approval.

##### **C) Additional Budget Versions**

- 1) As requested by the Client for its charter petition renewal with authorizer, 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.

##### **D) Cash Flow Forecast**

- 1) ExED will prepare a cash flow forecast monthly throughout the year as part of the monthly financial report presented to the Client.

##### **E) 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 on charter school finance.

#### **2) Financial Management and Reporting**

##### **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 monthly by the 10<sup>th</sup> of the month following month end reconciliation. For example, financial reports for September will be available by November 10<sup>th</sup>.
- 2) Standard Financial Reports include:

- (a) Financial Dashboard (excluded from July Financial Package)
- (b) Monthly 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) Monthly Forecasting
  - 1) ExED will analyze cash flow on a monthly basis and project out timing of revenue and expenses for the rest of the year. This tool 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 the Executive Director or Principal can understand at any point in the year, what the end of the year will 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 the Client Administrator.
  - 2) Prepare and present Client's financial health to the governing body 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 annual audit to Audit Committee as appropriate.
- F) Charter School Authorizer Financial Reporting
  - 1) Complete and submit all financial reporting required to charter school authorizer 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 prepare necessary facility financing reports and attend facility financing meetings. Extensive facility financing reports may require an additional fee.

### **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. Perform monthly depreciation and valuation analysis 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.
  - 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 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, 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 loan 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) Maintain employee information in payroll database. ExED will 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.
  - 2) 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.
  - 3) Supplemental Payroll Schedules: All supplemental payroll schedules requested by the Client will be charged at the following rates:

- (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 department 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 department 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 department 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.
  - 4) As required by law, and directed by Client, federal and state payroll tax payments are calculated and submitted to the proper state and federal authorities according to Internal Revenue Service guidelines (monthly, semiweekly and/or next-day depositor status) that pertain to the respective Client by ExED.
  - 5) Prepare payroll tax filing reports quarterly for federal and state agencies.
  - 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 3<sup>rd</sup> 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) 403B – 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) Prepare, review, and distribute W-2s as required by law and directed by Client.
  - 2) Assist Client in developing sound procedures for management of employee records.
  - 3) Process employee garnishments as needed.
  - 4) Assist Client in completing unemployment insurance claims and workers' compensation audits.
  - 5) 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 agency as required.
  - 2) Prepare and submit monthly statistical and classification attendance reports, if required by chartering agency.
  - 3) Attendance Reporting Revisions: All attendance reporting revisions identified by ExED and/or the Client will be charged at the following rates:
    - (a) The Client will be charged a fee of one-hundred (\$100.00) per revised report. Such revisions include, but are not limited to:
      - (i) The Client submits attendance documentation that indicates changes made to a prior month(s) or specifically requests that prior month(s) be amended as a result of errors located in the source documentation and/or Student Information System maintained by the Client.
- B) Categorical Funding Applications
- 1) Prepare funding applications for funding sources identified in Client's Budget. This includes the following (if applicable): Consolidated Application, Title III consortia, 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 agency in required format.
  - 2) Twice a year, prepare Interim Financial Reports and submit to chartering agency in required format.
  - 3) Annually, prepare the Unaudited Actuals Report and submit to the chartering agency 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 and V reporting as appropriate.
  - 8) Prepare Semiannual Certifications and/or Personnel Activity Reports to account for salaries 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 and submits 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 Client's governing body and Committee members on best practices to monitor financial reports.
- E) Principal/Executive Director Meeting
  - 1) ExED's Team Leader meets regularly with Client's Principal and/or Executive Director to discuss the latest forecast and financial report and any other outstanding issues or concerns. Provides coaching on best practices to monitor Client's finances.
- F) Charter Authorizer Meetings
  - 1) ExED prepares required materials for and attends authorizer 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 landlords, banks, brokers, vendors, etc. to assist the Client.
  - 2) 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](http://myexed.org)) for relevant Client staff to access ExED applications and exchange necessary information.
  - 2) From within 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) Compliance 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) Vendor Support
  - 1) Provide charter school industry vendor list.
  - 2) Provide annual insurance renewal support.
- F) Other Audits/Reporting
  - 1) Prepare for 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 Client's governing body, 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 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.

SCHOOL: YU MING CHARTER SCHOOL				
DONE	ASSIGNMENT	COMPLETED?	TIMELINE	COMMENT
LEGAL ENTITY ESTABLISHED				
	Corporate Status			
	Governance			
	Board Roster	ME	Obtained from website	
	Board of Directors Meeting Schedule	ME	Obtained from website	
	Articles of Incorporation	ME	Obtained from website	
	Bylaws	ME	Obtained from website	
	Employer ID Numbers			
	Federal Employer EIN	27-4260393	CONFIRM THIS IS CORRECT	
	Tax Exempt Status			
	Federal	ME	Obtained from website	
	State	ME	Obtained from website	
	Charter	ME	Obtained from website	
	Charter approval	ME	Obtained from website	
HUMAN RESOURCES/PAYROLL				
	HR Policies & Employment Handbook		TBD	
	Health Benefits Provider		TBD	
	EDD ID# (one if non-SEF)		TBD	
	OR if SEF members		TBD	
	EDD ID# - SWT 800#		TBD	
	EDD ID# - SDI 700#		TBD	
	EDD ID# - SUI 900#		TBD	
	Payroll Bank account info (voided check)		ASAP	
	SDI resolution		TBD	
	STRS Reporting (Copy of Agreement)		TBD	
	STRS Reporting (Board Approval)		TBD	
	Employee Static Info		TBD	
	PR Form Direct Deposit Enrollment		TBD	
	I-9 Form		TBD	
	W-4 Form		TBD	
	New Employee Packet Cover Sheet		TBD	
	STRS forms		TBD	
	Signed Employee Agreements		TBD	
	Work Calendars per Position		TBD	
	Pay frequency		TBD	
	Contact info		TBD	
	Garnishments		TBD	
	Payroll deductions (H&W, 403b, etc.)		TBD	
ACCOUNTING, AP, & GL				
	Vendor List (Including Addresses)		ASAP	
	Bank Account Numbers		ASAP	
	6/30 Trial Balance		ASAP	Current Trial Balance to be provided ASAP
	5/30 Bank Reconciliation		ASAP	
	6/30 Bank Reconciliation		Upon EdTec close of fiscal year	
	6/30 List of Outstanding Checks		Upon EdTec close of fiscal year	
	6/30 Bank Statement		Upon EdTec close of fiscal year	
	6/30 Accounts Payable Listing		Upon EdTec close of fiscal year	
	Bank Account Access		ASAP	
FUNDING				
	Funding Survey			
	PENSEC		TBD	
	Consolidated Application Reporting System Access			
	CDE Revolving Loan Documents (If Applicable)			
	2016-17 1.17 & 1.18			
	SB740 Application			

OPERATIONAL				
	Board Approved Budget			
	Fiscal Policy and Internal Control Procedures			
	Procurement/Credit Card			
	Treasury Wire User Set-up		ASAP - TBD	
	Insurance			
	Directors & Officers Insurance			
	General Liability Insurance			
	Property Insurance			
	Workers Compensation			
	Student Accident			
	Board Resolutions for Insurance			
	990 Policies			
	Conflict of Interest			
	Document Retention			
	Whistleblower			
	Compensation Review			
	Gift Receiving			
	Fundraising			
	Vendor contracts for 17-18 school year			
MISC				
	16-17 LCAP			
	16-17 Unaudited Actuals			
CALPADS & Compliance				
	Sample communications from authorizer regarding attendance reporting periods and expectations			
	URL for SIS and login credentials for the appropriate access levels			
	NPS Students?			
	CNIPS Access			
	POS used (if applicable)			
	Annual Survey PIN			
	CMDC Pin			
	Any oversight visit requirements/communications/expectations from authorizer			
	CBEDS Login Information			
	CALPADS LEA User Account			
	Contact Information for:			
	Attendance			
	Nutrition			
	Student enrollment/registration			
	ExED Monthly Recipients			