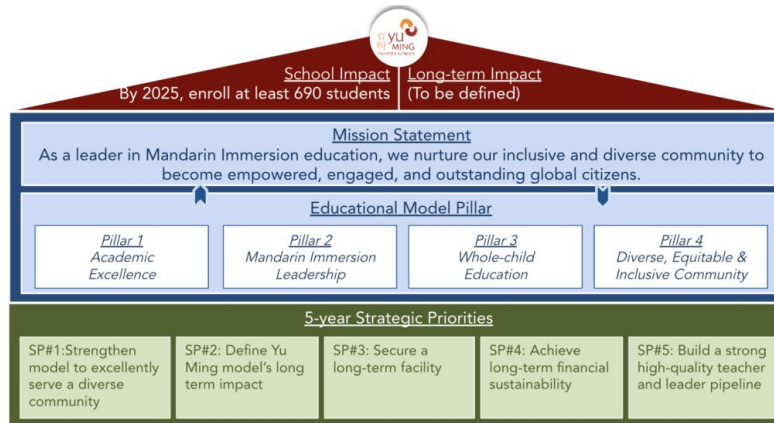




**Board of Directors Meeting**  
**Meeting Location: 675 41st St. Oakland, CA 94609**  
**June 20th, 2019, 6:00 PM**

*Vision & Mission*

*As a leader in Mandarin Immersion education, we nurture our inclusive and diverse community to become empowered, engaged, and outstanding global citizens.*



- I. **Preliminary**
  - A. **CALL TO ORDER**
  - B. **ROLL CALL**
  - C. **APPROVAL OF AGENDA**
- II. **INVITATION TO THE PUBLIC TO ADDRESS THE BOARD**
- III. **CONSENT AGENDA** (5 mins)
  - A. Approve May 2019 Minutes
  - B. Approve April 2019 & May 2019 Check Registers

**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**

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**REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY**

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**FOR MORE INFORMATION**

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

- A. Finance Committee (Jessica Norman) (90 min)
  - 1. Discussion May Financial Report (15 min)
  - 2. Vote LCAP Review and Approval (20 min)
  - 3. Vote 19-20 Budget Approval (30 min)
  - 4. Vote ExED 19-20 Contract (15 min)
  - 5. Vote First Republic Bank Account Signatory Removals and Additions (10 min)
- B. Strategic Planning Committee (Cindy Liu) (60 min)
  - 1. Vote Update on Strategic Plan
- C. Facilities Committee Update (Brianna Swartz) (30 min)
  - 1. Vote New FSO Parent-elected Board Member (Reginald Lee) (15 min)
  - 2. Discussion August/September Board Retreat Date and Agenda (15 min)
- D. Facilities Committee Update (Lucia Hwang) (20 min)
  - 1. Discussion Update on Facilities (10 min)
  - 2. Vote MLK Lease Second Amendment (10 min)
- E. Funds Committee Update (Sue Park, Eric Peterson) (10 min)
  - 1. Discussion Update on Capital Campaign - Discuss progress in the development of Yu Ming's Capital Campaign to secure a new or expanded school facility (10 min)

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

#### VI. **ADJOURNMENT**

The meeting was adjourned at \_\_\_\_\_.

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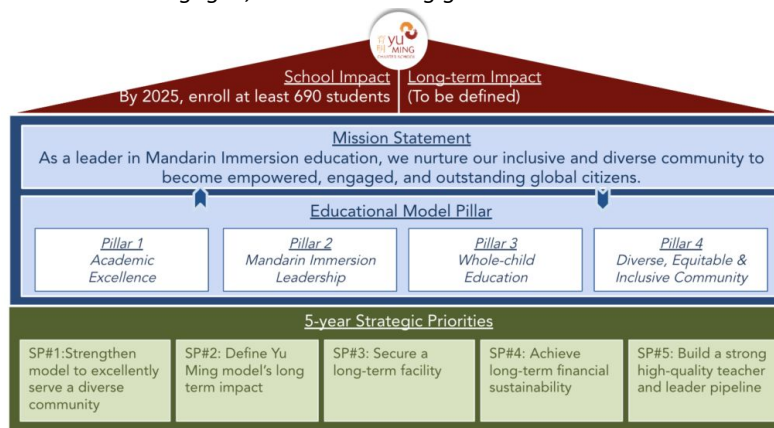


**Board of Directors Meeting**  
**Meeting Location: 675 41st St. Oakland, CA 94609**  
**May 16th, 2019, 6:00 PM**

**Remote Dial-in:** (515) 604-9841, Access Code: 943122, Host PIN: 1553  
**Dial-in Location:** 2688 Becard Ct, Pleasanton, CA 94566, Alaine (location TBD)

*Vision & Mission*

*As a leader in Mandarin Immersion education, we nurture our inclusive and diverse community to become empowered, engaged, and outstanding global citizens.*



**I. Preliminary**

**A. CALL TO ORDER at 7:15 pm**

**B. ROLL CALL**

NAME	Present	Absent
Lucia Hwang	x	

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Joy Lee	<b>x</b>	
Ron Lewis	<b>x</b>	
Julie Mikuta	<b>x</b>	
Sonali Nijhawan	<b>x</b>	
Jessica Norman		<b>x</b>
Eric Peterson	<b>x</b>	
Brianna Swartz		<b>x</b>
Ethan Warsh		<b>x</b>
Alcine Mumby		<b>x</b>

**C. APPROVAL OF AGENDA**

Moved by: Ron Lewis

Seconded by: Lucia Hwang

Approved

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

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

- A.** Approve March 2019 Minutes
- B.** Approve Feb 2019 & March 2019 Check Registers
- C.** Approve Student Freedom of Speech and Expression Policy
- D.** Approve Voluntary Student Disenrollment Policy
- E.** Approve Public Records Act Policy

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Moved by: Eric Peterson  
Seconded by: Sonali Nijhawan  
Approved

#### IV. ITEMS OF BUSINESS

- A. Closed Session: CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION: Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): 1 potential case. (Sue Park) (20 min)
  - 1. Provided direction to legal counsel on anticipated litigation
- B. Strategic Planning Committee (Cindy Liu) (30 min)
  - 1. Discussion Update on Strategic Plan

Reviewing Goals 2, 4 & 5:

Goal 2: Commit to long-term impact model by end of 18-19 school year

- 3 options were status quo, consultancy, growth
  - Status Quo: feasibility but it doesn't maximize impact
  - Consultancy: help with branding/potential demand but challenging to execute
  - Growth: has viable demand but tactical challenges in execution
- Feedback was a mix of staff and parents, desire to start tracking attendance #s for records
- Looking at consultancy and growth options more deeply:
  - Consultancy: Financial challenges with execution (would be more about impact than revenue generation), would need philanthropic investment. Choosing to not greenlight based on concerns around viability.
  - Growth: Existing pipeline of funding, needed reorg/recruitment to fulfill needs, high costs for expansion; new org structure will consolidate to one curriculum lead, one principal, assistant principals for each campus - for years 3 & 4 would then split to two sites (expand to an additional principal and staff); expect breakeven in year 4

Goal 4: Long-term financial sustainability

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- Discussion on continuing as strategic priority - less focus than other pillars but will continue to include; more information before June meeting around which metrics and plan

#### Goal 5: Pipeline of teachers & leaders

- Partnership development, retention strategies, professional growth opportunities, clear org structure

#### C. Finance Committee (Jessica Norman) (75 min)

1. Discussion March Financial Report (15 min)
2. Discussion Draft FY 19-20 Budget (20 min)
3. Vote 990 Tax Return for FY18-19 (15 min)

Moved by: Eric Peterson

Seconded by: Lucia Hwang

Approved

#### D. Recruitment and Retention Committee (Cindy Liu) (20 min)

1. Vote Teacher Salary Increase (20 min)

Moved by: Lucia Hwang

Seconded by: Ron Lewis

Approved

#### E. Facilities Committee Update (Lucia Hwang) (10 min)

1. Discussion Update on Facilities (10 min)

Continuing work on MLK campus approvals, exploring other sites

#### F. Funds Committee Update (Sue Park, Eric Peterson) (10 min)

1. Discussion Update on Capital Campaign - Discuss progress in the development of Yu Ming's Capital Campaign to secure a new or expanded school facility (10 min)

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

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## Strategic Planning Committee update on Long-term impact (Growth)

Items noted from previous meetings (ongoing):

- June meeting - board votes for FSO elected parent member
- Discussion/investigation of timing for charter renewal (6/30/21 is expiration, need to renew in Fall 2020)
- Form 700 - print for board members to sign

## VI. ADJOURNMENT

The meeting was adjourned at 9:26 pm.

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**Yu Ming Charter School  
Check Register**

**From 4/1/2019 to 4/30/2019**

Effective Date	Document Number	Name	Transaction Description	Transaction Amount
4/1/2019	1001094	ALAMEDA COUNTY OFFICE OF EDUCATION	01/19-03/19: STRS PROCESSING FEE	354.00
4/1/2019	1001095	CALIFORNIA WASTE SOLUTIONS	04/19-06/19: RECYCLING SERVICES	570.00
4/1/2019	1001096	CHARTERSAFE	04/19: WORKERS COMPENSATION & GENERAL INSURANCE	3,820.00
4/1/2019	1001097	WHITNEY DORMAN	REIM: CHORUS AND BAND MUSIC	124.24
4/1/2019	1001098	EBMUD PAYMENT CENTER	01/09/19-03/12/19: WATER & WASTE MANAGEMENT (61360013774)	255.70
4/1/2019		EBMUD PAYMENT CENTER	01/09/19-03/12/19: WATER & WASTE MANAGEMENT (42099745569)	22.73
4/1/2019		EBMUD PAYMENT CENTER	01/09/19-02/28/19: WATER & WASTE MANAGEMENT (47023778523)	273.60
4/1/2019	1001099	EXED	03/19: MANAGEMENT CONTRACT FEE, CALPADS & SIS SUPPORT	9,849.96
4/1/2019	1001100	JAMIE FRIEDLAND MANKIEWICZ	REIM: DELV TEST KIT	306.97
4/1/2019	1001101	DAVID M. GREEN, LCSW 74363	01/07/19-03/18/19: CPT SERVICES	840.00
4/1/2019	1001102	DANNY LAU	REIM: WOOD FOR PLAYGROUND	15.27
4/1/2019	1001103	MICHAEL'S TRANSPORTATION SERVICE, INC.	03/19: FIELD TRIP TRANSPORTATION	1,290.00
4/1/2019	1001104	CYNTHIA NGUY	REIM: FOAM BOARD FOR SITE PLAN POSTERS	43.62
4/1/2019	1001105	NOB HILL CATERING, INC.	02/19: STUDENT BREAKFAST & LUNCHES	8,519.65
4/1/2019	1001106	OFFICE DEPOT	03/19: ENVELOPES	30.42
4/1/2019	1001107	SHAMROCK OFFICE SOLUTIONS	03/19: SHIPPING FOR TONER	11.47
4/1/2019		SHAMROCK OFFICE SOLUTIONS	03/19: SHIPPING FOR TONER	11.47
4/1/2019	1001108	SHAMROCK OFFICE SOLUTIONS	03/19: LINERS, PAPER TOWEL, BATH TISSUE	194.75
4/1/2019		STARLINE SUPPLY COMPANY	03/19: GLOVES	10.34
4/2/2019	1904020	CARDMEMBER SERVICE	02/10/19-03/09/19: CREDIT CARD PURCHASES	5,927.99
4/4/2019	1904040	AT&T	02/14/19-03/13/19: PHONE (960 761 3474 555 8)	1,615.57
4/4/2019	1904050	SAFESAVE	03/19: PROCESSING SERVICE FEE	2,380.08
4/5/2019	1539	04/19: PAYROLL	04/19: PAYROLL	1,064.39
4/8/2019	1904080	VANTIV INTERGRATED PAYMENT SOLUTIONS	03/19: PROCESSING SERVICE FEE	52.46
4/9/2019	1001109	HANNAH ACEVEDO	03/19: BEHAVIORAL CONSULTANT	3,045.00
4/9/2019	1001110	BAY JANITORIAL SUPPLY, INC.	03/19: HAND TOWELS, BATH TISSUE, TOILET TISSUE & SUPPLIES	697.70
4/9/2019	1001111	CITY OF OAKLAND FALSE ALARM REDUCTION PROGRAM	03/19: ALARM PERMIT RENEWAL	35.00
4/9/2019	1001112	WHITNEY DORMAN	REIM: SYMPHONY TICKETS	106.00
4/9/2019	1001113	DURHAM SCHOOL SERVICES	03/19: FIELD TRIP TRANSPORTATION	623.90
4/9/2019		DURHAM SCHOOL SERVICES	03/19: FIELD TRIP TRANSPORTATION	597.96
4/9/2019	1001114	FIELD STATION MEDIA LLC	04/19: BALANCE FOR MARKETING/VIDEO PACKAGE	1,927.00
4/9/2019	1001115	KAREN GEIGER	REIM: AUCTION & BENEFIT PLATFORM	1,999.00
4/9/2019	1001116	LYRA HARRIS	REIM: PAINT, PRINTMAKING MATERIALS, BUTTONS, PINS	242.18
4/9/2019	1001117	LAW OFFICES OF YOUNG, MINNEY & CORR, LLP.	03/19: LEGAL SERVICES	1,148.07
4/9/2019	1001118	LPG LIVE SCAN	03/19: FINGERPRINTS	110.00
4/9/2019	1001119	DENA MCMANIS, PSYD, LEP	04/19: PSYCHO-EDUCATIONAL EVALUATION & ASSESSMENT	6,000.00
4/9/2019	1001120	OFFICE DEPOT	03/19: COPY PAPER, PAD, NOTE, DUCT TAPE	160.70
4/9/2019	1001121	ONE WORLD CLASSROOMS	03/19: PATICIPATION FOR K-12 GLOBAL ART EXCHANGE	200.00
4/9/2019	1001122	WEI SHEN	REIM: EARBUDS, PARKING FOR TRAINING, FAX COST	47.04
4/9/2019	1001123	YU-SHUAN TARANGO-SHO	REIM: FOOD FOR KINDER RECEPTION	153.90
4/9/2019	1001124	TEACHERS ON RESERVE	03/19: SUBSTITUTE TEACHERS	276.64
4/12/2019	1904120	PG&E	02/15/19-03/18/19: GAS & ELECTRIC (3514922506-8)	1,956.71
4/15/2019	1904150	PG&E	02/15/19-03/18/19: GAS & ELECTRIC (2086434523-4)	669.29
4/16/2019	1001125	KAISER FOUNDATION HEALTH PLAN	05/19: HEALTH INSURANCE PREMIUMS FROM 02/26/19-03/25/19	19,176.13
4/16/2019	1001126	NOB HILL CATERING, INC.	03/19: STUDENT BREAKFAST & LUNCHES	11,840.55
4/16/2019	1001127	SACRED HEART CHURCH	05/19: RENT	21,534.00
4/16/2019	1001128	ST. COLUMBA PARISH CHURCH	05/19: RENT	17,454.00
4/18/2019	1904180	AT&T	03/26/19-04/25/19: PHONE (510 923-6171 284 2)	348.07
4/23/2019	1001129	A & G MUSIC PRODUCTS CO	04/19: TENOR SAX ACCESSORIES	62.27
4/23/2019	1001130	ALAMEDA COUNTY OFFICE OF EDUCATION	01/01/19-03/31/19: OVERSIGHT & MONITORING FEES	30,626.94
4/23/2019	1001131	CIT	04/19: PHONE SYSTEM	288.06
4/23/2019	1001132	CITY OF OAKLAND - FIRE PREVENTION	03/19: ANNUAL FIRE /LIFE SAFETY INSPECTION	369.51
4/23/2019	1001133	THE CLM GROUP, INC.	2019-2020: ANNUAL MPOWER SUBSCRIPTION FEE- MEALTIME	1,397.00
4/23/2019	1001134	CO POWER	05/19: DENTAL INSURANCE PREMIUM	1,992.19
4/23/2019	1001135	DONAHUE FITZGERALD ATTORNEYS	03/19: LEGAL SERVICES	70.00
4/23/2019	1001136	EXED	04/19: MANAGEMENT CONTRACT FEE & CALPADS SIS SUPPORT	9,783.67
4/23/2019	1001137	DANNY LAU	REIM: SPRINGS, DOORLOCK & MLK REPAIR PARTS	68.64
4/23/2019	1001138	YU LIU	REIM: PENCIL, TAPE, FOLDERS MAGNETS, & SUPPLIES	500.00
4/23/2019	1001139	THE LUNT MARYMORE COMPANY INC	03/19: BOILER INSPECTION	370.00
4/23/2019	1001140	ANTONIO MUSCARDIN	03/19: GARDEN CLEANUP	600.00
4/23/2019	1001141	NATUREBRIDGE	06/03/19-06/05/19: FIELD TRIP BALANCE	12,454.25
4/23/2019	1001142	OFFICE DEPOT	03/19: TAPE, MARKERS, PAPERS	179.61
4/23/2019		OFFICE DEPOT	03/19: PAPER	186.98
4/23/2019		OFFICE DEPOT	04/19: CLIPBOARDS & COPY PAPER	132.64
4/23/2019	1001143	SANCHOS BACKFLOW	04/19: ANNUAL BACKFLOW TEST	75.00
4/23/2019	1001144	SCHOOL FOOD AND WELLNESS GROUP	03/19: NSLP ADMINISTRATIVE FEES	750.00
4/23/2019	1001145	SHAMROCK OFFICE SOLUTIONS	04/19: SHIPPING FOR TONER	11.47
4/23/2019	1001146	THE SPEECH PATHOLOGY CONSULTANT	03/19: SPEECH PATHOLOGY CONSULTANT	3,577.00
4/23/2019	1001147	U.S. BANK EQUIPMENT FINANCE	03/01/19-04/01/19: COPIER LEASE & LATE CHARGES	2,277.49
4/23/2019		U.S. BANK EQUIPMENT FINANCE	04/01/19-05/01/19: COPIER LEASE	2,087.38



**Yu Ming Charter School  
Check Register**

**From 4/1/2019 to 4/30/2019**

Effective Date	Document Number	Name	Transaction Description	Transaction Amount
4/23/2019	1540	04/19: PAYROLL	04/19: PAYROLL	527.91
4/24/2019	1000980	LYRA HARRIS	REIM: SUPPLIES FOR ART AND DESIGN LAB	(210.11)
4/24/2019	1001086	DEXIN LIU	REIM: FOOD FOR BOARD MEETING	(119.35)
4/24/2019	1904240	NINGBO YIGEJINGWEI EDUCATION INVESTMENT CO LTD	04/19: G7 CHINA TRIP	2,242.00
4/30/2019	1001148	ALAMEDA COUNTY OFFICE OF EDUCATION	04/19: STRS	52,384.37
4/30/2019	1001149	HEATHER HAMILTON	REIM: BOOKS	77.52
4/30/2019	1001150	JHEQUELA KING	REIM: FOOD FOR FSO GENERAL MEETING	109.89
4/30/2019	1001151	DAN DAN LIU	REIM: PENCIL CASE, TAPE, ERASERS, POSTER & SUPPLIES	500.00
4/30/2019	1001152	PATRICIA LOW	REIM: TICKETS AND FOOD	100.50
4/30/2019	1001153	HELEN MIN	REIM: SNACKS, MILEAGE	135.88
4/30/2019	1001154	ROBERTS ELECTRIC COMPANY	02/19: FLUORESCENT LIGHTS REPAIR	183.00
4/30/2019	1001155	SHAMROCK OFFICE SOLUTIONS	04/19: SHIPPING FOR TONER	11.47
4/30/2019		SHAMROCK OFFICE SOLUTIONS	04/19: STAPLE CARTRIDGE	113.87
4/30/2019		SHAMROCK OFFICE SOLUTIONS	04/19: SHIPPING FOR TONER	11.47
4/30/2019	1001156	STARLINE SUPPLY COMPANY	04/19: SANITIZER, GLOVES, HAND SOAP, ROLL TOWELS, TOILET PA	309.22
4/30/2019	1001157	TEACHERS ON RESERVE	04/01/19-04/05/19: SUBSTITUTE TEACHERS	1,233.28
4/30/2019	1001158	PING-GE WU	REIM: PLASTIC EGGS, FRUITS	17.29
4/30/2019	1001159	LYRA HARRIS	REIM: SUPPLIES FOR ART AND DESIGN LAB	210.11
4/30/2019	1001160	DEXIN LIU	REIM: FOOD FOR BOARD MEETING	119.35
Total 9120 - Cash in Bank - Operating				253,751.29
Report Total				253,751.29

**Yu Ming Charter School  
Check Register**

**From 5/1/2019 to 5/31/2019**

Effective Date	Document Number	Name	Transaction Description	Transaction Amount
5/1/2019	1541	OAKLAND CHINATOWN CHAMBER OF COMMERCE	05/19: BUSINESS MEMBERSHIP	200.00
5/6/2019	1001161	HANNAH ACEVEDO	04/19: BEHAVIORAL CONSULTANT	7,050.00
5/6/2019	1001162	A & G MUSIC PRODUCTS CO	04/19: SAX REEDS	70.47
5/6/2019	1001163	CITY OF OAKLAND FALSE ALARM REDUCTION PROGRAM	03/19: FALSE ALARM FEE	119.00
5/6/2019	1001164	WHITNEY DORMAN	REIM: MUSIC FOR SPRING CONCERT	158.01
5/6/2019	1001165	FAGEN, FRIEDMAN & FULFROST, LLP	01/19: LEGAL SERVICES	2,948.00
5/6/2019		FAGEN, FRIEDMAN & FULFROST, LLP	02/19: LEGAL SERVICES	474.61
5/6/2019		FAGEN, FRIEDMAN & FULFROST, LLP	03/19: LEGAL SERVICES	6,365.00
5/6/2019	1001166	LISA HILLEY	REIM: FLOWERS, CUPS, PLATE, SNACKS & OTHER SUPPLIES	3,575.71
5/6/2019	1001167	DANNY LAU	REIM: PARTS FOR TEACHER'S CART REPAIR	91.23
5/6/2019	1001168	LAW OFFICES OF YOUNG, MINNEY & CORR, LLP.	04/19: LEGAL SERVICES	1,567.02
5/6/2019	1001169	LPG LIVE SCAN	05/19: FINGERPRINTS	55.00
5/6/2019	1001170	HELEN MIN	REIM: FOOD, MUSEUM FEE & MILEAGE FOR G8 SACRAMENTO TRIP	1,428.97
5/6/2019	1001171	DEVRA NELSON	REIM: MEAL & NURSE SUPPLIES FOR G8 SACRAMENTO TRIP	482.57
5/6/2019	1001172	CYNTHIA NGUY	REIM: POSTAGE	21.93
5/6/2019	1001173	NOB HILL CATERING, INC.	04/19: STUDENT BREAKFAST & LUNCHES	10,113.05
5/6/2019	1001174	OFFICE DEPOT	04/19: COPY PAPER	180.21
5/6/2019	1001175	CELIA PASCUAL	REIM: MEALS FOR G7 CHINA STUDY TRIP	156.13
5/6/2019		CELIA PASCUAL	REIM: PHONE ACCESS, TRANSPORTATION, PARKING, SNACKS	287.86
5/6/2019	1001176	SACRED HEART CHURCH	2018-2019: REIMBURSEMENT FOR PROPERTY TAXES	7,903.76
5/6/2019	1001177	SHAMROCK OFFICE SOLUTIONS	04/19: SHIPPING FOR TONER	11.47
5/6/2019	1001178	WEI SHEN	REIM: BADGE HOLDER, TIMER & SHUTTLECOCK	91.37
5/6/2019	1001179	SWING EDUCATION, INC.	04/19: SUBSTITUTE TEACHERS - PREPAYMENT	1,500.00
5/6/2019	1001180	LYNNA TSOU	REIM: FOOD FOR G8 SACRAMENTO TRIP	614.54
5/6/2019	1905060	SAFESAVE	04/19: PROCESSING SERVICE FEE	1,265.33
5/7/2019	1905070	VANTIV INTERGRATED PAYMENT SOLUTIONS	04/19: PROCESSING SERVICE FEE	52.46
5/7/2019	1905071	AT&T	03/14/19-04/13/19: PHONE (960 761 3474 555 8)	1,697.67
5/7/2019	1905072	CARDMEMBER SERVICE	03/10/19-04/09/19: CREDIT CARD PURCHASES	11,321.04
5/13/2019	1001181	ACME FIRE EXTINGUISHER CO., INC.	03/19: ANNUAL MAINTENANCE	315.42
5/13/2019	1001182	BAY ALARM COMPANY	04/01/19-07/01/19: BURGLAR MONITORING FEE (20076020)	628.76
5/13/2019		BAY ALARM COMPANY	04/01/19-07/01/19: FIRE MONITORING & SPRINKLER INSPECTION	716.13
5/13/2019		BAY ALARM COMPANY	04/01/19-07/01/19: CLOSED CIRCUIT TV (20076220)	244.79
5/13/2019		BAY ALARM COMPANY	04/01/19-07/01/19: ACCESS CONTROL & INTERCOM (20076320)	97.91
5/13/2019		BAY ALARM COMPANY	04/01/19-07/01/19: FIRE MONITORING FEE	1,390.03
5/13/2019		BAY ALARM COMPANY	02/20/19: DISPATCH SERVICE	50.00
5/13/2019	1001183	CIT	05/19: PHONE SYSTEM	288.06
5/13/2019	1001184	KAISER FOUNDATION HEALTH PLAN	06/19: HEALTH INSURANCE PREMIUMS FROM 03/26/19-04/25/19	18,844.27
5/13/2019	1001185	LMI.NET	02/19: COMPUTER MAINTENANCE SERVICES- MISSED APPT.	90.00
5/13/2019		LMI.NET	04/19: COMPUTER MAINTENANCE SERVICES	240.00
5/13/2019	1001186	ANTONIO MUSCARDIN	04/19: GARDEN CLEANUP	600.00
5/13/2019	1001187		10/18: PAYROLL	1,662.43
5/13/2019	1001188	OFFICE DEPOT	04/19: PAPER, BINDERS, FOLDER, TAPES	161.06
5/13/2019		OFFICE DEPOT	04/19: FOLDER, COPY PAPER	149.86
5/13/2019		OFFICE DEPOT	05/19: COPY PAPER	155.94
5/13/2019	1001189	SACRED HEART CHURCH	06/19: RENT	21,534.00
5/13/2019	1001190	ST. COLUMBA PARISH CHURCH	06/19: RENT	17,454.00
5/13/2019	1001191	YU-SHUAN TARANGO-SHO	REIM: FOOD FOR MEETING	117.99
5/13/2019	1001192	LYNNA TSOU	REIM: SNACKS FOR G8 SACRAMENTO TRIP	95.58
5/13/2019	1001193	WENTING WANG	REIM: ACTEL FEE & AIRFARE	1,382.30
5/13/2019		WENTING WANG	REIM: HOST ITEMS FOR G7 CHINA TRIP & TRANSPORTATIONS	167.36
5/13/2019	1001194	YITING WANG	REIM: FOOD FOR TEACHER EXPERIENCE	131.43
5/13/2019	1001195	XINYI XU	REIM: TRANSPORTATION, REGISTRATION, HOTEL, AIRFARE	2,623.79
5/14/2019	1905140	PG&E	03/19/19-04/17/19: GAS & ELECTRIC (2086434523-4)	327.88
5/14/2019	1905141	PG&E	03/19/19-04/17/19: GAS & ELECTRIC (3514922506-8)	1,366.77
5/20/2019	1905200	AT&T	04/26/19-05/25/19: PHONE (510 923-6171 284 2)	347.72
5/21/2019	1001196	STEVE CHEN	REIM: 2019 AUCTION & BENEFIT VENUE/FOOD	22,389.94
5/21/2019	1001197	WHITNEY DORMAN	REIM: BART TICKET FOR G8 BAND FIELD TRIP	14.00
5/21/2019	1001198	EBMUD PAYMENT CENTER	03/11/19-05/09/19: WATER & WASTE MANAGEMENT (46806939020)	720.12
5/21/2019	1001199	TING TING FANG	REIM: HANDS ON KOALA & PANDA CLASS	200.00
5/21/2019	1001200	LYRA HARRIS	REIM: MURALS WALK, BART & SNACKS	186.25
5/21/2019	1001201	DEXIN LIU	REIM: HDMI CABLE	49.33
5/21/2019	1001202	PATRICIA LOW	REIM: HEADPHONE, ENVELOPES, SCIENCE SUPPLIES	111.79
5/21/2019	1001203	SCHOOL FOOD AND WELLNESS GROUP	04/19: NSLP ADMINISTRATIVE FEES	769.50
5/21/2019	1001204	WEI SHEN	REIM: TESTING MATERIALS, SNACKS, PARKING	372.08
5/21/2019	1001205	ANDREA SIU	REIM: G7 CHINA TRIP INTERNATIONAL PHONE PLAN	204.86

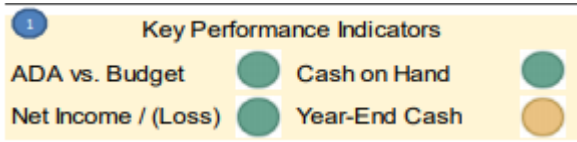
**Yu Ming Charter School  
Check Register**

**From 5/1/2019 to 5/31/2019**

Effective Date	Document Number	Name	Transaction Description	Transaction Amount
5/21/2019	1001206	SPEARITWURX FOUNDATION	04/19: FACILITATION OF CULTURAL NIGHT EVENT	400.00
5/21/2019	1001207	STARLINE SUPPLY COMPANY	05/19: LINERS, ROLL TOWELS, BATH TISSUE	250.20
5/21/2019	1001208	SWIVL (DBA SATARII)	05/19: SWIVL C5	949.05
5/21/2019	1001209	TEACHERS ON RESERVE	04/22/19-04/26/19: SUBSTITUTE TEACHERS	578.10
5/21/2019		TEACHERS ON RESERVE	04/22/19-04/26/19: SUBSTITUTE TEACHERS	289.05
5/21/2019	1001210	THERAPY WORKS	01/19: OCCUPATIONAL THERAPY SERVICES	376.00
5/21/2019		THERAPY WORKS	02/19: OCCUPATIONAL THERAPY SERVICES	940.00
5/21/2019		THERAPY WORKS	03/19: OCCUPATIONAL THERAPY SERVICES	1,081.00
5/21/2019		THERAPY WORKS	04/19: OCCUPATIONAL THERAPY SERVICES	658.00
5/21/2019	1001211	U.S. BANK EQUIPMENT FINANCE	05/01/19-06/01/19: COPIER LEASE	2,278.00
5/21/2019	1001212	WENTING WANG	REIM: LAMINATE MACHINE, MARKERS, CLAYS & SUPPLIES	504.79
5/21/2019	1001213	YI WEN WU	REIM: HANDS ON STEAM SESSION FOR STUDENTS	175.00
5/28/2019	1001214	ALAMEDA COUNTY OFFICE OF EDUCATION	04/19-06/19: STRS PROCESSING FEE	354.00
5/28/2019	1001215	AUDITORY PATHWAYS	04/19: HEARING, CAP EVALUATION & FINGERPRINT	905.00
5/28/2019	1001216	BAY JANITORIAL SUPPLY, INC.	01/19: PAPER CUPS	49.51
5/28/2019		BAY JANITORIAL SUPPLY, INC.	02/19: HAND SOAP, DISINFECTING WIPES, HAND TOWEL & SUPPLIES	697.28
5/28/2019	1001217	CO POWER	06/19: DENTAL INSURANCE PREMIUM	1,992.19
5/28/2019	1001218	DIVERSE CHARTER SCHOOL COALITION	01/19-12/19: FY 2019 MEMBER CONTRIBUTION	1,000.00
5/28/2019	1001219	EBMUD PAYMENT CENTER	03/12/19-05/13/19: WATER & WASTE MANAGEMENT (61360013774)	255.70
5/28/2019		EBMUD PAYMENT CENTER	03/12/19-05/13/19: WATER & WASTE MANAGEMENT (42099745569)	620.63
5/28/2019	1001220	EXED	05/19: MANAGEMENT CONTRACT FEE, CALPADS & SIS SUPPORT	9,919.53
5/28/2019	1001221	FIRST NOTE FINANCE, INC.	05/19: PROP 39 MANAGEMENT SERVICE	1,696.65
5/28/2019	1001222	NAPOLEON FORTE	02/19: MARKET RENT SURVEY	1,300.00
5/28/2019	1001223	LISA HILLEY	REIM: FOOD & APPRECIATION ITEMS FOR STAFF	956.80
5/28/2019	1001224	DEXIN LIU	REIM: PENDANTS FOR G8 GRADUATION	132.38
5/28/2019	1001225	CYNTHIA NGUY	REIM: FOOD FOR VOLUNTEERS	131.02
5/28/2019	1001226	OFFICE DEPOT	05/19: CORRECTION TAPE, COPY PAPER, ERASERS & TAPES	144.75
5/28/2019	1001227	CELIA PASCUAL	REIM: MILEAGE FOR G8 SACRAMENTO TRIP	163.79
5/28/2019	1001228	SHAMROCK OFFICE SOLUTIONS	05/19: COPIER STAPLES REFILLS	247.78
5/28/2019		SHAMROCK OFFICE SOLUTIONS	05/19: SHIPPING FOR TONER	11.47
5/28/2019	1001229	YU-SHUAN TARANGO-SHO	REIM: FOOD FOR EVENT	115.41
5/28/2019	1001230	LYNNA TSOU	REIM: FOOD FOR G8 SACRAMENTO TRIP	400.75
5/28/2019	1001231	YI HUNG WU	REIM: TRANSPORTATION FOR CONFERENCE	62.11
5/29/2019	1001232	ALAMEDA COUNTY OFFICE OF EDUCATION	05/19: STRS	49,724.33
5/29/2019	1542	TAX COLLECTOR, ALAMEDA COUNTY	2013-2014: PROPERTY TAXES (16-1450-11-1)	14,231.19
5/30/2019	1001233	SAVE A LOT SOLAR	05/19: PROP 39 SOLAR PV INSTALLATION - APPROVAL/PERMIT	19,650.00
5/30/2019	1543		05/19: PAYROLL	49.50
Total 9120 - Cash in Bank - Operating				269,294.72
Report Total				269,294.72

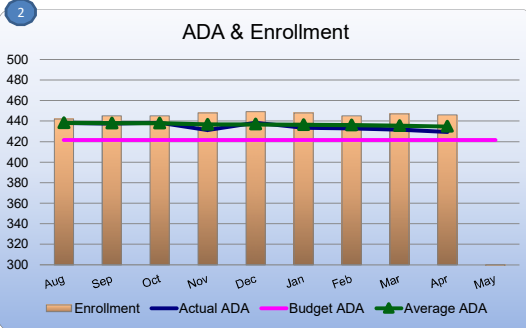


**Board of Directors**  
**June 20, 2019**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	May 2019 Financials
<b>Time Allotted</b>	10 minutes
<b>Background</b>	The May 2019 financial report was completed by ExED and cover activity from July 1-May 31, as well as an updated forecast based on the latest information.
<b>Summary</b>	<p>The May financials present a forecast Net Income of \$298K, actual P-2 ADA of 435 (14 over budget), and projected year-end cash balance of \$589K or a 10% reserve (unadjusted). The cash balance at the end of March was \$979K.</p> <p>KPI from Dashboard:</p>  <p>The dashboard snippet shows four KPIs: 'ADA vs. Budget' (green circle), 'Cash on Hand' (green circle), 'Net Income / (Loss)' (green circle), and 'Year-End Cash' (orange circle). A blue circle with the number '1' is in the top left corner of the dashboard area.</p>
<b>Type</b>	Discussion
<b>Key Questions</b>	

# YU MING CHARTER SCHOOL - Financial Dashboard (May 2019)

Key Performance Indicators			
ADA vs. Budget		Cash on Hand	
Net Income / (Loss)		Year-End Cash	



## KEY POINTS

### June Key Points:

- 2019-20 state budget approved by the Legislature
- AB1505 advances to the State Senate
- STRS expected employer contribution falls to 17.10 from 18.13 estimate
- Department of finance projects growing budget reserves

**3**

Average Daily Attendance Analysis

Category	Actual through Month 9	Actual P2	Budgeted P2	Better/ (Worse)	Prior Year P2
Enrollment	446	447	439	8	386
ADA %	97.3%	97.4%	96.0%	1.4%	97.0%
Average ADA	434.70	435.31	421.44	13.87	374.32

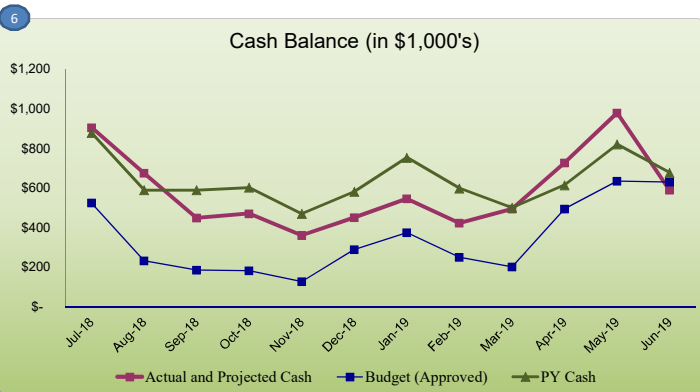
**4**

LCFF Supplemental & Concentration Grant Factors

Category	Budget	Forecast	Variance	Prior Year
Unduplicated Pupil Count	60	83	23	66
3-Year Average %	17.1%	18.9%	1.8%	19.3%
District UPP C. Grant Cap	77.6%	77.6%	0.0%	77.4%

**5**

INCOME STATEMENT	Forecast	VS. Budget		FY 18-19 YTD	Historical
	As of 05/31/19	FY 18-19 Budget	Variance B/(W)	Actual YTD	FY 17-18
Local Control Funding Formula	3,605,845	3,481,835	124,010	2,886,218	2,919,762
Federal Revenue	127,376	46,790	80,586	16,586	46,142
State Revenue	852,207	786,064	66,143	578,814	915,636
Other Local Revenue	539,667	415,253	124,414	536,133	434,893
Grants/Fundraising	903,900	862,900	41,000	886,925	799,810
<b>TOTAL REVENUE</b>	<b>6,028,996</b>	<b>5,592,842</b>	<b>436,154</b>	<b>4,904,676</b>	<b>5,116,243</b>
Total per ADA	13,850	13,271	579		13,668
w/o Grants/Fundraising	11,773	11,223	550		11,531
Certificated Salaries	2,329,611	2,285,613	(43,999)	2,120,317	2,123,939
Classified Salaries	686,604	718,564	31,960	622,363	452,166
Benefits	693,485	711,409	17,924	624,651	673,524
Student Supplies	391,656	247,359	(144,297)	269,715	234,041
Operating Expenses	1,608,092	1,449,023	(159,069)	1,367,629	1,333,182
Other	21,346	40,000	18,654	18,080	0
<b>TOTAL EXPENSES</b>	<b>5,730,795</b>	<b>5,451,968</b>	<b>(278,827)</b>	<b>5,022,755</b>	<b>4,816,852</b>
Total per ADA	13,165	12,937	(228)		12,868
<b>INCOME / (LOSS)</b>	<b>298,201</b>	<b>140,875</b>	<b>157,327</b>	<b>(118,078)</b>	<b>299,391</b>



**Year-End Cash Balance**

Projected	Budget	Variance
589,382	629,838	(40,456)

**7**

Balance Sheet

	6/30/2018	4/30/2019	5/31/2019	6/30/2019 FC
<b>Assets</b>				
Cash	676,847	726,330	978,624	589,382
Accounts Receivable	642,635	53,010	49,223	785,011
Due From Others	82	(1,312)	400	400
Other Assets	290,860	253,344	253,844	288,844
Net Fixed Assets	0	92,468	112,118	158,851
<b>Total Assets</b>	<b>1,610,424</b>	<b>1,123,840</b>	<b>1,394,208</b>	<b>1,822,488</b>
<b>Liabilities</b>				
A/P & Payroll	163,732	66,733	65,596	77,596
Due to Others	0	55,273	55,273	55,273
Deferred Revenue	0	0	0	0
Total Debt	0	0	0	0
<b>Total Liabilities</b>	<b>163,732</b>	<b>122,006</b>	<b>120,869</b>	<b>132,869</b>
<b>Equity</b>				
Beginning Fund Bal.	1,147,300	1,391,418	1,391,418	1,391,418
Net Income/(Loss)	299,391	(389,584)	(118,078)	298,201
<b>Total Equity</b>	<b>1,446,691</b>	<b>1,001,834</b>	<b>1,273,340</b>	<b>1,689,620</b>
<b>Total Liabilities &amp; Equity</b>	<b>1,610,424</b>	<b>1,123,840</b>	<b>1,394,208</b>	<b>1,822,488</b>

Available Line of Credit	\$250K	\$250K	\$250K	\$250K
Days Cash on Hand	51	46	63	38
Cash Reserve %	14.1%	12.7%	17.1%	10.3%

## **YU MING CHARTER SCHOOL**

### **Financial Analysis**

### **May 2019**

#### **Net Income**

Yu Ming Charter School is projected to achieve a net income of \$298K in FY18-19 compared to \$141K in the board approved budget. Reasons for this positive \$157K variance are explained below in the Income Statement section of this analysis.

#### **Balance Sheet**

As of May 31, 2019, the school's cash balance was \$979K. By June 30, 2019, the school's cash balance is projected to be \$589K, which represents a 10% reserve.

As of May 31, 2019, the Accounts Receivable balance was \$49K

As of May 31, 2019, the Accounts Payable balance, including payroll liabilities, totaled \$66K.

#### **Income Statement**

##### *Revenue*

Total revenue for FY18-19 is projected to be \$6.03M, which is \$436K or 7.8% over budgeted revenue of \$5.59M.

- LCFF revenues are forecasted to be \$124k over budget based on increased ADA and increased unduplicated count
- SB740 Revenues are forecasted to increase as the underlying costs (rent) were increased to match the auditor adjustments which require the lease to be recorded on a straight line basis.
- Federal, State, and Local food related revenues and expenses are forecasted to increase based on the school now operating an NSLP program
- Grants are forecasted to be \$25k over budget as the school received \$125k from Silicon Schools compared to \$100k in the board approved budget
- Title V revenues are forecasted to be \$60k over budget as the school was awarded the PCSGP Base grant. A corresponding amount was added to non-capitalized equipment

##### *Expenses*

Total expenses for FY18-19 are projected to be \$5.73M, which is \$279K or 5.1% over budgeted expenditures of \$5.45M.

- Personnel costs are forecasted to be \$5k under budget
- Variances in Student materials and books are off-set and based on the school budgeting for buying "physical" books. The books purchased were "digital e-books" and recorded under 4310
- Rent increase is due to the prior year audit adjustment for rent as well as updating the MLK current year lease to match the amended lease signed late in 2017-18.
- Depreciation expense is forecasted to be under budget based on the timing of capital improvements along with potential savings on the playground project

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

- Operations and housekeeping decreases are based on the school bringing janitorial services in-house

## **ADA**

Budgeted average ADA for FY18-19 is 421.44 based on an enrollment of 439 and a 96.0% attendance rate.

The forecast assumes an ADA of 435.32 based on an enrollment of 447 and a 97.4% attendance rate.

In Month 9, ADA was 429.33 with 446 students enrolled at the end of the month and a 96.1% ADA rate.

Average ADA for the year (through Month 9) is 434.70 (a 97.3% ADA rate for the year to date).

**Yu Ming Charter School**  
**Balance Sheet**  
**As of 5/31/2019**

	<u>Current Year</u>
Assets	
Cash	
Cash in Bank - Operating	978,623.33
Investments	<u>0.00</u>
Total Cash	978,623.33
Accounts Receivable	
Due from Government Grantor	49,223.11
Other	<u>0.00</u>
Total Accounts Receivable	49,223.11
Due From Others	
	<u>399.65</u>
Total Due From Others	399.65
Prepaid Expenses	
	<u>203,844.49</u>
Total Prepaid Expenses	203,844.49
Deposits	
	<u>50,000.00</u>
Total Deposits	50,000.00
Net Fixed Assets	
Improvement of Sites	144,617.31
Accumulated Depreciation-Sites	(32,499.57)
Computer / Equipment	10,800.00
Accumulated Depreciation-Computer /Equipment	(10,800.00)
Total Net Fixed Assets	<u>112,117.74</u>
Total Assets	<u>1,394,208.32</u>
Liabilities	
Accounts Payable	
	<u>0.00</u>
Total Accounts Payable	0.00
Accrued Payables	
	<u>0.00</u>
Total Accrued Payables	0.00
Payroll Liabilities	
SDI Payable	0.00
Federal Taxes Withholding	0.00
State Tax Withholding	324.67
STRS Payable	0.00
OASDI Payable	0.00
Medicare Payable	0.00
SUI Payable	<u>0.00</u>
Total Payroll Liabilities	324.67
Accrued Vacation	
	<u>65,270.84</u>
Total Accrued Vacation	65,270.84
Due to Others	



Due to Other Agencies	<u>55,273.00</u>
Total Due to Others	<u>55,273.00</u>
Total Liabilities	<u>120,868.51</u>
Equity	
Net Income / (Loss)	
	(118,078.37)
Total Net Income / (Loss)	<u>(118,078.37)</u>
Total Equity	<u>(118,078.37)</u>
Beginning Fund Balance	
	<u>1,391,418.18</u>
Total Beginning Fund Balance	<u>1,391,418.18</u>
Total Liabilities & Equity	<u>1,394,208.32</u>

**Yu Ming Charter School**  
**Income Statement**  
From 5/1/2019 to 5/31/2019

	Current Period Actual	Current Period Budget - Original	Current Period Budget Variance - Original	YTD Actual	YTD Budget - Original	YTD Budget Variance - Original	Total Budget - Original
<b>Revenue</b>							
<b>Principal Apportionments</b>							
8011 LCFF Revenue	290,050	286,981	3,069	2,406,967	2,386,524	20,443	2,960,486
8012 Education Protection Account	0	0	0	479,251	391,012	88,239	521,349
8019 LCFF - Prior Year Adjustment	(215)	0	(215)	(645)	0	(645)	0
<b>Total Principal Apportionments</b>	<b>289,835</b>	<b>286,981</b>	<b>2,854</b>	<b>2,885,573</b>	<b>2,777,536</b>	<b>108,037</b>	<b>3,481,835</b>
<b>Other Federal Income</b>							
8181 Special Ed - IDEA	0	0	0	0	23,395	(23,395)	46,790
8220 Child Nutrition Programs - Federal	5,576	0	5,576	16,586	0	16,586	0
<b>Total Other Federal Income</b>	<b>5,576</b>	<b>0</b>	<b>5,576</b>	<b>16,586</b>	<b>23,395</b>	<b>(6,809)</b>	<b>46,790</b>
<b>Other State Income</b>							
8520 Child Nutrition - State	350	0	350	1,021	0	1,021	0
8550 Mandate Block Grant	0	0	0	40,681	66,004	(25,323)	66,004
8560 State Lottery Revenue	0	0	0	54,627	40,880	13,747	81,759
8590 MENTAL HEALTH II & III	0	0	0	21,120	0	21,120	30,000
8591 SB740	255,004	0	255,004	255,004	272,482	(17,477)	363,309
8599 All Other State Revenues	0	0	0	10,067	0	10,067	25,000
8792 Transfer of Apportionments - Sp Ed	23,471	17,777	5,694	196,294	202,215	(5,921)	219,992
<b>Total Other State Income</b>	<b>278,825</b>	<b>17,777</b>	<b>261,048</b>	<b>578,814</b>	<b>581,580</b>	<b>(2,766)</b>	<b>786,064</b>
<b>Other Income - Local</b>							
8634 Food Service Sales	6,891	0	6,891	87,848	0	87,848	0
8660 Interest Income	0	0	0	9,251	0	9,251	0
8690 All Other Local Revenue	16,742	47,730	(30,988)	439,680	372,296	67,384	415,253
8698 Grants	60,500	13,375	47,125	185,500	147,125	38,375	160,500
8699 Fundraising	128,894	232,914	(104,021)	701,425	686,360	15,064	702,400
<b>Total Other Income - Local</b>	<b>213,027</b>	<b>294,020</b>	<b>(80,993)</b>	<b>1,423,703</b>	<b>1,205,781</b>	<b>217,922</b>	<b>1,278,153</b>
<b>Total Revenue</b>	<b>787,263</b>	<b>598,778</b>	<b>188,485</b>	<b>4,904,676</b>	<b>4,588,292</b>	<b>316,384</b>	<b>5,592,842</b>
<b>Expense</b>							
<b>Certificated Salaries</b>							
1110 Teachers' Salaries	146,537	153,509	6,972	1,489,204	1,535,092	45,888	1,688,601
1170 Teacher Salaries - Substitute	2,175	1,455	(720)	32,250	14,546	(17,705)	16,000
1175 Teachers' Salaries - Stipend/Extra Duty	13,335	7,986	(5,349)	98,078	79,864	(18,214)	87,850

**Yu Ming Charter School**  
**Income Statement**  
From 5/1/2019 to 5/31/2019

	Current Period Actual	Current Period Budget - Original	Current Period Budget Variance - Original	YTD Actual	YTD Budget - Original	YTD Budget Variance - Original	Total Budget - Original
<b>1200 Certificated Pupil Support Salaries</b>	10,680	12,565	1,885	146,133	125,648	(20,484)	138,213
<b>1300 Certificated Supervisor and Administrator Salaries</b>	34,104	29,579	(4,525)	354,652	325,369	(29,283)	354,948
<b>Total Certificated Salaries</b>	206,831	205,094	(1,737)	2,120,317	2,080,519	(39,798)	2,285,613
<b>Classified Salaries</b>							
<b>2100 Instructional Aide Salaries</b>	19,714	15,328	(4,386)	113,785	153,280	39,495	168,608
<b>2200 Classified Support Salaries</b>	8,432	7,419	(1,013)	68,900	74,186	5,287	81,605
<b>2300 Classified Supervisor and Administrator Salaries</b>	12,806	14,263	1,456	144,504	156,888	12,383	171,150
<b>2400 Clerical/Technical/Office Staff Salaries</b>	19,285	12,862	(6,423)	170,333	141,480	(28,852)	154,342
<b>2900 Other Classified Salaries</b>	15,390	12,987	(2,402)	124,841	129,872	5,030	142,859
<b>Total Classified Salaries</b>	75,626	62,858	(12,768)	622,363	655,706	33,343	718,564
<b>Employee Benefits</b>							
<b>3111 STRS - State Teachers Retirement System</b>	30,602	33,389	2,787	321,884	338,708	16,824	372,098
<b>3311 Social Security (OASDI)</b>	4,917	3,897	(1,020)	40,543	40,654	111	44,551
<b>3331 Medicare</b>	3,607	3,885	278	35,787	39,675	3,888	43,561
<b>3401 Health &amp; Welfare</b>	16,926	15,417	(1,509)	183,423	169,583	(13,839)	185,000
<b>3501 State Unemployment Insurance</b>	663	2,310	1,647	18,523	23,586	5,063	25,896
<b>3601 Workers Compensation</b>	0	0	0	24,492	40,304	15,812	40,304
<b>Total Employee Benefits</b>	56,715	58,898	2,183	624,651	652,511	27,860	711,409
<b>Supplies</b>							
<b>4110 Approved Textbooks &amp; Core Curriculum Materials</b>	0	0	0	868	12,000	11,132	12,000
<b>4210 Books and Other Reference Materials</b>	79	0	(79)	7,897	27,000	19,103	27,000
<b>4310 Student Materials</b>	653	4,167	3,514	65,588	45,833	(19,755)	50,000
<b>4350 Office Supplies</b>	1,427	1,583	156	15,109	17,417	2,308	19,000
<b>4370 Custodial Supplies</b>	1,079	816	(263)	9,530	8,973	(557)	9,789
<b>4390 Other Supplies</b>	5,930	4,131	(1,799)	24,900	45,440	20,540	49,571
<b>4400 Non Capitalized Equipment</b>	5,369	0	(5,369)	46,504	55,000	8,496	55,000
<b>4700 Food and Food Supplies</b>	10,113	2,083	(8,030)	99,319	22,917	(76,402)	25,000
<b>Total Supplies</b>	24,649	12,780	(11,869)	269,715	234,579	(35,136)	247,359
<b>Operating Services</b>							
<b>5200 Travel and Conferences</b>	4,114	1,417	(2,697)	30,848	15,583	(15,265)	17,000
<b>5300 Dues and Memberships</b>	700	423	(277)	5,380	4,650	(730)	5,073
<b>5450 General Insurance</b>	0	0	0	22,579	28,035	5,456	28,035
<b>5500 Operation and Housekeeping Services</b>	8,946	11,750	2,804	77,443	129,250	51,807	141,000
<b>5610 Building Rent</b>	38,988	39,075	87	465,550	429,821	(35,729)	468,896
<b>5620 Equipment Lease</b>	1,270	2,333	1,064	29,606	25,667	(3,940)	28,000

**Yu Ming Charter School**  
**Income Statement**  
From 5/1/2019 to 5/31/2019

	Current Period Actual	Current Period Budget - Original	Current Period Budget Variance - Original	YTD Actual	YTD Budget - Original	YTD Budget Variance - Original	Total Budget - Original
<b>5630 Vendor Repairs</b>	150	542	392	15,190	5,958	(9,231)	6,500
<b>5812 Field Trips/Pupil Transportation</b>	6,801	10,738	3,937	109,783	118,119	8,336	128,857
<b>5820 Legal / Audit Fees</b>	11,355	4,117	(7,238)	32,025	45,283	13,259	49,400
<b>5830 Advertisement / Recruitment</b>	0	500	500	5,579	5,500	(79)	6,000
<b>5850 Non Instructional Consultants</b>	26,886	11,333	(15,553)	136,695	124,667	(12,029)	136,000
<b>5851 Instructional Consultants</b>	13,227	9,617	(3,610)	103,637	105,783	2,146	115,400
<b>5853 ExED</b>	9,784	9,784	0	107,620	107,620	0	117,404
<b>5860 Non Instructional Software and Subscriptions</b>	50	792	742	20,319	8,708	(11,611)	9,500
<b>5890 Other Fees / Bank Charges / Credit Card Fees</b>	26,356	9,163	(17,193)	165,624	100,792	(64,832)	109,955
<b>5896 Special ED Fair Share</b>	0	560	560	0	7,443	7,443	8,003
<b>5897 Fundraising Cost</b>	0	3,750	3,750	11,531	41,250	29,719	45,000
<b>5900 Communications</b>	<u>3,309</u>	<u>2,417</u>	<u>(892)</u>	<u>28,219</u>	<u>26,583</u>	<u>(1,636)</u>	<u>29,000</u>
<b>Total Operating Services</b>	151,936	118,309	(33,627)	1,367,629	1,330,714	(36,915)	1,449,023
<b>Capital Outlay</b>							
<b>6900 Depreciation Expense</b>	<u>0</u>	<u>3,333</u>	<u>3,333</u>	<u>18,080</u>	<u>36,667</u>	<u>18,587</u>	<u>40,000</u>
<b>Total Capital Outlay</b>	<u>0</u>	<u>3,333</u>	<u>3,333</u>	<u>18,080</u>	<u>36,667</u>	<u>18,587</u>	<u>40,000</u>
<b>Total Expense</b>	<u>515,757</u>	<u>461,273</u>	<u>(54,485)</u>	<u>5,022,755</u>	<u>4,990,695</u>	<u>(32,060)</u>	<u>5,451,968</u>
<b>Net Income</b>	<u>271,505</u>	<u>137,505</u>	<u>134,000</u>	<u>(118,078)</u>	<u>(402,403)</u>	<u>284,325</u>	<u>140,874</u>

**Yu Ming Charter School  
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**From 4/1/2019 to 4/30/2019**

Effective Date	Document Number	Name	Transaction Description	Transaction Amount
4/1/2019	1001094	ALAMEDA COUNTY OFFICE OF EDUCATION	01/19-03/19: STRS PROCESSING FEE	354.00
4/1/2019	1001095	CALIFORNIA WASTE SOLUTIONS	04/19-06/19: RECYCLING SERVICES	570.00
4/1/2019	1001096	CHARTERSAFE	04/19: WORKERS COMPENSATION & GENERAL INSURANCE	3,820.00
4/1/2019	1001097	WHITNEY DORMAN	REIM: CHORUS AND BAND MUSIC	124.24
4/1/2019	1001098	EBMUD PAYMENT CENTER	01/09/19-03/12/19: WATER & WASTE MANAGEMENT (61360013774)	255.70
4/1/2019		EBMUD PAYMENT CENTER	01/09/19-03/12/19: WATER & WASTE MANAGEMENT (42099745569)	22.73
4/1/2019		EBMUD PAYMENT CENTER	01/09/19-02/28/19: WATER & WASTE MANAGEMENT (47023778523)	273.60
4/1/2019	1001099	EXED	03/19: MANAGEMENT CONTRACT FEE, CALPADS & SIS SUPPORT	9,849.96
4/1/2019	1001100	JAMIE FRIEDLAND MANKIEWICZ	REIM: DELV TEST KIT	306.97
4/1/2019	1001101	DAVID M. GREEN, LCSW 74363	01/07/19-03/18/19: CPT SERVICES	840.00
4/1/2019	1001102	DANNY LAU	REIM: WOOD FOR PLAYGROUND	15.27
4/1/2019	1001103	MICHAEL'S TRANSPORTATION SERVICE, INC.	03/19: FIELD TRIP TRANSPORTATION	1,290.00
4/1/2019	1001104	CYNTHIA NGUY	REIM: FOAM BOARD FOR SITE PLAN POSTERS	43.62
4/1/2019	1001105	NOB HILL CATERING, INC.	02/19: STUDENT BREAKFAST & LUNCHES	8,519.65
4/1/2019	1001106	OFFICE DEPOT	03/19: ENVELOPES	30.42
4/1/2019	1001107	SHAMROCK OFFICE SOLUTIONS	03/19: SHIPPING FOR TONER	11.47
4/1/2019		SHAMROCK OFFICE SOLUTIONS	03/19: SHIPPING FOR TONER	11.47
4/1/2019	1001108	SHAMROCK OFFICE SOLUTIONS	03/19: LINERS, PAPER TOWEL, BATH TISSUE	194.75
4/1/2019		STARLINE SUPPLY COMPANY	03/19: GLOVES	10.34
4/2/2019	1904020	CARDMEMBER SERVICE	02/10/19-03/09/19: CREDIT CARD PURCHASES	5,927.99
4/4/2019	1904040	AT&T	02/14/19-03/13/19: PHONE (960 761 3474 555 8)	1,615.57
4/4/2019	1904050	SAFESAVE	03/19: PROCESSING SERVICE FEE	2,380.08
4/5/2019	1539	04/19: PAYROLL	04/19: PAYROLL	1,064.39
4/8/2019	1904080	VANTIV INTERGRATED PAYMENT SOLUTIONS	03/19: PROCESSING SERVICE FEE	52.46
4/9/2019	1001109	HANNAH ACEVEDO	03/19: BEHAVIORAL CONSULTANT	3,045.00
4/9/2019	1001110	BAY JANITORIAL SUPPLY, INC.	03/19: HAND TOWELS, BATH TISSUE, TOILET TISSUE & SUPPLIES	697.70
4/9/2019	1001111	CITY OF OAKLAND FALSE ALARM REDUCTION PROGRAM	03/19: ALARM PERMIT RENEWAL	35.00
4/9/2019	1001112	WHITNEY DORMAN	REIM: SYMPHONY TICKETS	106.00
4/9/2019	1001113	DURHAM SCHOOL SERVICES	03/19: FIELD TRIP TRANSPORTATION	623.90
4/9/2019		DURHAM SCHOOL SERVICES	03/19: FIELD TRIP TRANSPORTATION	597.96
4/9/2019	1001114	FIELD STATION MEDIA LLC	04/19: BALANCE FOR MARKETING/VIDEO PACKAGE	1,927.00
4/9/2019	1001115	KAREN GEIGER	REIM: AUCTION & BENEFIT PLATFORM	1,999.00
4/9/2019	1001116	LYRA HARRIS	REIM: PAINT, PRINTMAKING MATERIALS, BUTTONS, PINS	242.18
4/9/2019	1001117	LAW OFFICES OF YOUNG, MINNEY & CORR, LLP.	03/19: LEGAL SERVICES	1,148.07
4/9/2019	1001118	LPG LIVE SCAN	03/19: FINGERPRINTS	110.00
4/9/2019	1001119	DENA MCMANIS, PSYD, LEP	04/19: PSYCHO-EDUCATIONAL EVALUATION & ASSESSMENT	6,000.00
4/9/2019	1001120	OFFICE DEPOT	03/19: COPY PAPER, PAD, NOTE, DUCT TAPE	160.70
4/9/2019	1001121	ONE WORLD CLASSROOMS	03/19: PATICIPATION FOR K-12 GLOBAL ART EXCHANGE	200.00
4/9/2019	1001122	WEI SHEN	REIM: EARBUDS, PARKING FOR TRAINING, FAX COST	47.04
4/9/2019	1001123	YU-SHUAN TARANGO-SHO	REIM: FOOD FOR KINDER RECEPTION	153.90
4/9/2019	1001124	TEACHERS ON RESERVE	03/19: SUBSTITUTE TEACHERS	276.64
4/12/2019	1904120	PG&E	02/15/19-03/18/19: GAS & ELECTRIC (3514922506-8)	1,956.71
4/15/2019	1904150	PG&E	02/15/19-03/18/19: GAS & ELECTRIC (2086434523-4)	669.29
4/16/2019	1001125	KAISER FOUNDATION HEALTH PLAN	05/19: HEALTH INSURANCE PREMIUMS FROM 02/26/19-03/25/19	19,176.13
4/16/2019	1001126	NOB HILL CATERING, INC.	03/19: STUDENT BREAKFAST & LUNCHES	11,840.55
4/16/2019	1001127	SACRED HEART CHURCH	05/19: RENT	21,534.00
4/16/2019	1001128	ST. COLUMBA PARISH CHURCH	05/19: RENT	17,454.00
4/18/2019	1904180	AT&T	03/26/19-04/25/19: PHONE (510 923-6171 284 2)	348.07
4/23/2019	1001129	A & G MUSIC PRODUCTS CO	04/19: TENOR SAX ACCESSORIES	62.27
4/23/2019	1001130	ALAMEDA COUNTY OFFICE OF EDUCATION	01/01/19-03/31/19: OVERSIGHT & MONITORING FEES	30,626.94
4/23/2019	1001131	CIT	04/19: PHONE SYSTEM	288.06
4/23/2019	1001132	CITY OF OAKLAND - FIRE PREVENTION	03/19: ANNUAL FIRE /LIFE SAFETY INSPECTION	369.51
4/23/2019	1001133	THE CLM GROUP, INC.	2019-2020: ANNUAL MPOWER SUBSCRIPTION FEE- MEALTIME	1,397.00
4/23/2019	1001134	CO POWER	05/19: DENTAL INSURANCE PREMIUM	1,992.19
4/23/2019	1001135	DONAHUE FITZGERALD ATTORNEYS	03/19: LEGAL SERVICES	70.00
4/23/2019	1001136	EXED	04/19: MANAGEMENT CONTRACT FEE & CALPADS SIS SUPPORT	9,783.67
4/23/2019	1001137	DANNY LAU	REIM: SPRINGS, DOORLOCK & MLK REPAIR PARTS	68.64
4/23/2019	1001138	YU LIU	REIM: PENCIL, TAPE, FOLDERS MAGNETS, & SUPPLIES	500.00
4/23/2019	1001139	THE LUNT MARYMORE COMPANY INC	03/19: BOILER INSPECTION	370.00
4/23/2019	1001140	ANTONIO MUSCARDIN	03/19: GARDEN CLEANUP	600.00
4/23/2019	1001141	NATUREBRIDGE	06/03/19-06/05/19: FIELD TRIP BALANCE	12,454.25
4/23/2019	1001142	OFFICE DEPOT	03/19: TAPE, MARKERS, PAPERS	179.61
4/23/2019		OFFICE DEPOT	03/19: PAPER	186.98
4/23/2019		OFFICE DEPOT	04/19: CLIPBOARDS & COPY PAPER	132.64
4/23/2019	1001143	SANCHOS BACKFLOW	04/19: ANNUAL BACKFLOW TEST	75.00
4/23/2019	1001144	SCHOOL FOOD AND WELLNESS GROUP	03/19: NSLP ADMINISTRATIVE FEES	750.00
4/23/2019	1001145	SHAMROCK OFFICE SOLUTIONS	04/19: SHIPPING FOR TONER	11.47
4/23/2019	1001146	THE SPEECH PATHOLOGY CONSULTANT	03/19: SPEECH PATHOLOGY CONSULTANT	3,577.00
4/23/2019	1001147	U.S. BANK EQUIPMENT FINANCE	03/01/19-04/01/19: COPIER LEASE & LATE CHARGES	2,277.49
4/23/2019		U.S. BANK EQUIPMENT FINANCE	04/01/19-05/01/19: COPIER LEASE	2,087.38

**Yu Ming Charter School  
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**From 4/1/2019 to 4/30/2019**

Effective Date	Document Number	Name	Transaction Description	Transaction Amount
4/23/2019	1540	04/19: PAYROLL	04/19: PAYROLL	527.91
4/24/2019	1000980	LYRA HARRIS	REIM: SUPPLIES FOR ART AND DESIGN LAB	(210.11)
4/24/2019	1001086	DEXIN LIU	REIM: FOOD FOR BOARD MEETING	(119.35)
4/24/2019	1904240	NINGBO YIGEJINGWEI EDUCATION INVESTMENT CO LTD	04/19: G7 CHINA TRIP	2,242.00
4/30/2019	1001148	ALAMEDA COUNTY OFFICE OF EDUCATION	04/19: STRS	52,384.37
4/30/2019	1001149	HEATHER HAMILTON	REIM: BOOKS	77.52
4/30/2019	1001150	JHEQUELA KING	REIM: FOOD FOR FSO GENERAL MEETING	109.89
4/30/2019	1001151	DAN DAN LIU	REIM: PENCIL CASE, TAPE, ERASERS, POSTER & SUPPLIES	500.00
4/30/2019	1001152	PATRICIA LOW	REIM: TICKETS AND FOOD	100.50
4/30/2019	1001153	HELEN MIN	REIM: SNACKS, MILEAGE	135.88
4/30/2019	1001154	ROBERTS ELECTRIC COMPANY	02/19: FLUORESCENT LIGHTS REPAIR	183.00
4/30/2019	1001155	SHAMROCK OFFICE SOLUTIONS	04/19: SHIPPING FOR TONER	11.47
4/30/2019		SHAMROCK OFFICE SOLUTIONS	04/19: STAPLE CARTRIDGE	113.87
4/30/2019		SHAMROCK OFFICE SOLUTIONS	04/19: SHIPPING FOR TONER	11.47
4/30/2019	1001156	STARLINE SUPPLY COMPANY	04/19: SANITIZER, GLOVES, HAND SOAP, ROLL TOWELS, TOILET PA	309.22
4/30/2019	1001157	TEACHERS ON RESERVE	04/01/19-04/05/19: SUBSTITUTE TEACHERS	1,233.28
4/30/2019	1001158	PING-GE WU	REIM: PLASTIC EGGS, FRUITS	17.29
4/30/2019	1001159	LYRA HARRIS	REIM: SUPPLIES FOR ART AND DESIGN LAB	210.11
4/30/2019	1001160	DEXIN LIU	REIM: FOOD FOR BOARD MEETING	119.35
Total 9120 - Cash in Bank - Operating				253,751.29
Report Total				253,751.29

**Yu Ming Charter School  
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**From 5/1/2019 to 5/31/2019**

Effective Date	Document Number	Name	Transaction Description	Transaction Amount
5/1/2019	1541	OAKLAND CHINATOWN CHAMBER OF COMMERCE	05/19: BUSINESS MEMBERSHIP	200.00
5/6/2019	1001161	HANNAH ACEVEDO	04/19: BEHAVIORAL CONSULTANT	7,050.00
5/6/2019	1001162	A & G MUSIC PRODUCTS CO	04/19: SAX REEDS	70.47
5/6/2019	1001163	CITY OF OAKLAND FALSE ALARM REDUCTION PROGRAM	03/19: FALSE ALARM FEE	119.00
5/6/2019	1001164	WHITNEY DORMAN	REIM: MUSIC FOR SPRING CONCERT	158.01
5/6/2019	1001165	FAGEN, FRIEDMAN & FULFROST, LLP	01/19: LEGAL SERVICES	2,948.00
5/6/2019		FAGEN, FRIEDMAN & FULFROST, LLP	02/19: LEGAL SERVICES	474.61
5/6/2019		FAGEN, FRIEDMAN & FULFROST, LLP	03/19: LEGAL SERVICES	6,365.00
5/6/2019	1001166	LISA HILLEY	REIM: FLOWERS, CUPS, PLATE, SNACKS & OTHER SUPPLIES	3,575.71
5/6/2019	1001167	DANNY LAU	REIM: PARTS FOR TEACHER'S CART REPAIR	91.23
5/6/2019	1001168	LAW OFFICES OF YOUNG, MINNEY & CORR, LLP.	04/19: LEGAL SERVICES	1,567.02
5/6/2019	1001169	LPG LIVE SCAN	05/19: FINGERPRINTS	55.00
5/6/2019	1001170	HELEN MIN	REIM: FOOD, MUSEUM FEE & MILEAGE FOR G8 SACRAMENTO TRIP	1,428.97
5/6/2019	1001171	DEVRA NELSON	REIM: MEAL & NURSE SUPPLIES FOR G8 SACRAMENTO TRIP	482.57
5/6/2019	1001172	CYNTHIA NGUY	REIM: POSTAGE	21.93
5/6/2019	1001173	NOB HILL CATERING, INC.	04/19: STUDENT BREAKFAST & LUNCHES	10,113.05
5/6/2019	1001174	OFFICE DEPOT	04/19: COPY PAPER	180.21
5/6/2019	1001175	CELIA PASCUAL	REIM: MEALS FOR G7 CHINA STUDY TRIP	156.13
5/6/2019		CELIA PASCUAL	REIM: PHONE ACCESS, TRANSPORTATION, PARKING, SNACKS	287.86
5/6/2019	1001176	SACRED HEART CHURCH	2018-2019: REIMBURSEMENT FOR PROPERTY TAXES	7,903.76
5/6/2019	1001177	SHAMROCK OFFICE SOLUTIONS	04/19: SHIPPING FOR TONER	11.47
5/6/2019	1001178	WEI SHEN	REIM: BADGE HOLDER, TIMER & SHUTTLECOCK	91.37
5/6/2019	1001179	SWING EDUCATION, INC.	04/19: SUBSTITUTE TEACHERS - PREPAYMENT	1,500.00
5/6/2019	1001180	LYNNA TSOU	REIM: FOOD FOR G8 SACRAMENTO TRIP	614.54
5/6/2019	1905060	SAFESAVE	04/19: PROCESSING SERVICE FEE	1,265.33
5/7/2019	1905070	VANTIV INTERGRATED PAYMENT SOLUTIONS	04/19: PROCESSING SERVICE FEE	52.46
5/7/2019	1905071	AT&T	03/14/19-04/13/19: PHONE (960 761 3474 555 8)	1,697.67
5/7/2019	1905072	CARDMEMBER SERVICE	03/10/19-04/09/19: CREDIT CARD PURCHASES	11,321.04
5/13/2019	1001181	ACME FIRE EXTINGUISHER CO., INC.	03/19: ANNUAL MAINTENANCE	315.42
5/13/2019	1001182	BAY ALARM COMPANY	04/01/19-07/01/19: BURGLAR MONITORING FEE (20076020)	628.76
5/13/2019		BAY ALARM COMPANY	04/01/19-07/01/19: FIRE MONITORING & SPRINKLER INSPECTION	716.13
5/13/2019		BAY ALARM COMPANY	04/01/19-07/01/19: CLOSED CIRCUIT TV (20076220)	244.79
5/13/2019		BAY ALARM COMPANY	04/01/19-07/01/19: ACCESS CONTROL & INTERCOM (20076320)	97.91
5/13/2019		BAY ALARM COMPANY	04/01/19-07/01/19: FIRE MONITORING FEE	1,390.03
5/13/2019		BAY ALARM COMPANY	02/20/19: DISPATCH SERVICE	50.00
5/13/2019	1001183	CIT	05/19: PHONE SYSTEM	288.06
5/13/2019	1001184	KAISER FOUNDATION HEALTH PLAN	06/19: HEALTH INSURANCE PREMIUMS FROM 03/26/19-04/25/19	18,844.27
5/13/2019	1001185	LMI.NET	02/19: COMPUTER MAINTENANCE SERVICES- MISSED APPT.	90.00
5/13/2019		LMI.NET	04/19: COMPUTER MAINTENANCE SERVICES	240.00
5/13/2019	1001186	ANTONIO MUSCARDIN	04/19: GARDEN CLEANUP	600.00
5/13/2019	1001187		10/18: PAYROLL	1,662.43
5/13/2019	1001188	OFFICE DEPOT	04/19: PAPER, BINDERS, FOLDER, TAPES	161.06
5/13/2019		OFFICE DEPOT	04/19: FOLDER, COPY PAPER	149.86
5/13/2019		OFFICE DEPOT	05/19: COPY PAPER	155.94
5/13/2019	1001189	SACRED HEART CHURCH	06/19: RENT	21,534.00
5/13/2019	1001190	ST. COLUMBA PARISH CHURCH	06/19: RENT	17,454.00
5/13/2019	1001191	YU-SHUAN TARANGO-SHO	REIM: FOOD FOR MEETING	117.99
5/13/2019	1001192	LYNNA TSOU	REIM: SNACKS FOR G8 SACRAMENTO TRIP	95.58
5/13/2019	1001193	WENTING WANG	REIM: ACTEL FEE & AIRFARE	1,382.30
5/13/2019		WENTING WANG	REIM: HOST ITEMS FOR G7 CHINA TRIP & TRANSPORTATIONS	167.36
5/13/2019	1001194	YITING WANG	REIM: FOOD FOR TEACHER EXPERIENCE	131.43
5/13/2019	1001195	XINYI XU	REIM: TRANSPORTATION, REGISTRATION, HOTEL, AIRFARE	2,623.79
5/14/2019	1905140	PG&E	03/19/19-04/17/19: GAS & ELECTRIC (2086434523-4)	327.88
5/14/2019	1905141	PG&E	03/19/19-04/17/19: GAS & ELECTRIC (3514922506-8)	1,366.77
5/20/2019	1905200	AT&T	04/26/19-05/25/19: PHONE (510 923-6171 284 2)	347.72
5/21/2019	1001196	STEVE CHEN	REIM: 2019 AUCTION & BENEFIT VENUE/FOOD	22,389.94
5/21/2019	1001197	WHITNEY DORMAN	REIM: BART TICKET FOR G8 BAND FIELD TRIP	14.00
5/21/2019	1001198	EBMUD PAYMENT CENTER	03/11/19-05/09/19: WATER & WASTE MANAGEMENT (46806939020)	720.12
5/21/2019	1001199	TING TING FANG	REIM: HANDS ON KOALA & PANDA CLASS	200.00
5/21/2019	1001200	LYRA HARRIS	REIM: MURALS WALK, BART & SNACKS	186.25
5/21/2019	1001201	DEXIN LIU	REIM: HDMI CABLE	49.33
5/21/2019	1001202	PATRICIA LOW	REIM: HEADPHONE, ENVELOPES, SCIENCE SUPPLIES	111.79
5/21/2019	1001203	SCHOOL FOOD AND WELLNESS GROUP	04/19: NSLP ADMINISTRATIVE FEES	769.50
5/21/2019	1001204	WEI SHEN	REIM: TESTING MATERIALS, SNACKS, PARKING	372.08
5/21/2019	1001205	ANDREA SIU	REIM: G7 CHINA TRIP INTERNATIONAL PHONE PLAN	204.86

**Yu Ming Charter School  
Check Register**

**From 5/1/2019 to 5/31/2019**

Effective Date	Document Number	Name	Transaction Description	Transaction Amount
5/21/2019	1001206	SPEARITWURX FOUNDATION	04/19: FACILITATION OF CULTURAL NIGHT EVENT	400.00
5/21/2019	1001207	STARLINE SUPPLY COMPANY	05/19: LINERS, ROLL TOWELS, BATH TISSUE	250.20
5/21/2019	1001208	SWIVL (DBA SATARII)	05/19: SWIVL C5	949.05
5/21/2019	1001209	TEACHERS ON RESERVE	04/22/19-04/26/19: SUBSTITUTE TEACHERS	578.10
5/21/2019		TEACHERS ON RESERVE	04/22/19-04/26/19: SUBSTITUTE TEACHERS	289.05
5/21/2019	1001210	THERAPY WORKS	01/19: OCCUPATIONAL THERAPY SERVICES	376.00
5/21/2019		THERAPY WORKS	02/19: OCCUPATIONAL THERAPY SERVICES	940.00
5/21/2019		THERAPY WORKS	03/19: OCCUPATIONAL THERAPY SERVICES	1,081.00
5/21/2019		THERAPY WORKS	04/19: OCCUPATIONAL THERAPY SERVICES	658.00
5/21/2019	1001211	U.S. BANK EQUIPMENT FINANCE	05/01/19-06/01/19: COPIER LEASE	2,278.00
5/21/2019	1001212	WENTING WANG	REIM: LAMINATE MACHINE, MARKERS, CLAYS & SUPPLIES	504.79
5/21/2019	1001213	YI WEN WU	REIM: HANDS ON STEAM SESSION FOR STUDENTS	175.00
5/28/2019	1001214	ALAMEDA COUNTY OFFICE OF EDUCATION	04/19-06/19: STRS PROCESSING FEE	354.00
5/28/2019	1001215	AUDITORY PATHWAYS	04/19: HEARING, CAP EVALUATION & FINGERPRINT	905.00
5/28/2019	1001216	BAY JANITORIAL SUPPLY, INC.	01/19: PAPER CUPS	49.51
5/28/2019		BAY JANITORIAL SUPPLY, INC.	02/19: HAND SOAP, DISINFECTING WIPES, HAND TOWEL & SUPPLIES	697.28
5/28/2019	1001217	CO POWER	06/19: DENTAL INSURANCE PREMIUM	1,992.19
5/28/2019	1001218	DIVERSE CHARTER SCHOOL COALITION	01/19-12/19: FY 2019 MEMBER CONTRIBUTION	1,000.00
5/28/2019	1001219	EBMUD PAYMENT CENTER	03/12/19-05/13/19: WATER & WASTE MANAGEMENT (61360013774)	255.70
5/28/2019		EBMUD PAYMENT CENTER	03/12/19-05/13/19: WATER & WASTE MANAGEMENT (42099745569)	620.63
5/28/2019	1001220	EXED	05/19: MANAGEMENT CONTRACT FEE, CALPADS & SIS SUPPORT	9,919.53
5/28/2019	1001221	FIRST NOTE FINANCE, INC.	05/19: PROP 39 MANAGEMENT SERVICE	1,696.65
5/28/2019	1001222	NAPOLEON FORTE	02/19: MARKET RENT SURVEY	1,300.00
5/28/2019	1001223	LISA HILLEY	REIM: FOOD & APPRECIATION ITEMS FOR STAFF	956.80
5/28/2019	1001224	DEXIN LIU	REIM: PENDANTS FOR G8 GRADUATION	132.38
5/28/2019	1001225	CYNTHIA NGUY	REIM: FOOD FOR VOLUNTEERS	131.02
5/28/2019	1001226	OFFICE DEPOT	05/19: CORRECTION TAPE, COPY PAPER, ERASERS & TAPES	144.75
5/28/2019	1001227	CELIA PASCUAL	REIM: MILEAGE FOR G8 SACRAMENTO TRIP	163.79
5/28/2019	1001228	SHAMROCK OFFICE SOLUTIONS	05/19: COPIER STAPLES REFILLS	247.78
5/28/2019		SHAMROCK OFFICE SOLUTIONS	05/19: SHIPPING FOR TONER	11.47
5/28/2019	1001229	YU-SHUAN TARANGO-SHO	REIM: FOOD FOR EVENT	115.41
5/28/2019	1001230	LYNNA TSOU	REIM: FOOD FOR G8 SACRAMENTO TRIP	400.75
5/28/2019	1001231	YI HUNG WU	REIM: TRANSPORTATION FOR CONFERENCE	62.11
5/29/2019	1001232	ALAMEDA COUNTY OFFICE OF EDUCATION	05/19: STRS	49,724.33
5/29/2019	1542	TAX COLLECTOR, ALAMEDA COUNTY	2013-2014: PROPERTY TAXES (16-1450-11-1)	14,231.19
5/30/2019	1001233	SAVE A LOT SOLAR	05/19: PROP 39 SOLAR PV INSTALLATION - APPROVAL/PERMIT	19,650.00
5/30/2019	1543		05/19: PAYROLL	49.50
Total 9120 - Cash in Bank - Operating				269,294.72
Report Total				269,294.72





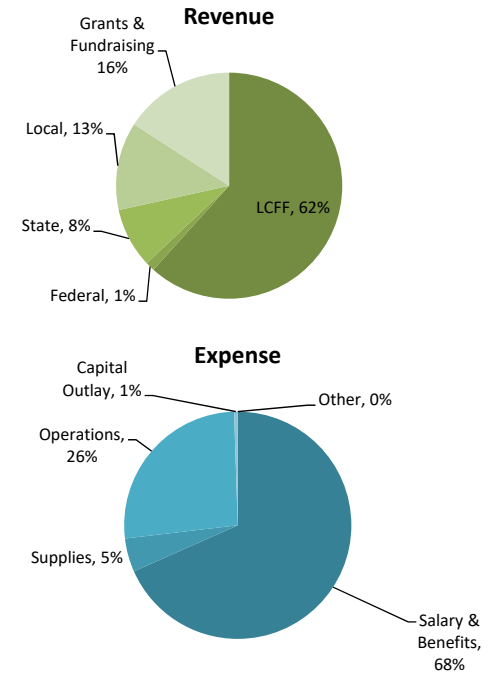
**Board of Directors**  
**June 20, 2019**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	FY 19-20 Budget for Approval
<b>Time Allotted</b>	20 minutes
<b>Background</b>	The FY 19-20 budget is presented in June for Board approval, after the board reviewed a draft budget in May.
<b>Summary</b>	The 19-20 budget present modest enrollment growth (assuming continued attrition in middle grades), 4% salary increases (on top of the teacher salary schedule), and the public funding assumptions from State-approved budget. The biggest change from the draft May budget is the addition of CSGF grants over the next three years and grant expenses. The projected Net Income is \$74K with projected ending cash of \$764K (12% reserve).
<b>Type</b>	Discussion
<b>Key Questions</b>	<ol style="list-style-type: none"><li>1) What are potential upsides and downsides for next year?</li><li>2) What other changes are in the budget for next year?</li><li>3) What further information do members want about specific revenues and expenses?</li></ol>

**YU MING CHARTER SCHOOL**
**Multi-Year Budget Summary**

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	2018-19	2019-20 Trend	2020-21	2021-22	2022-23	2023-24
Total Enrollment	449	482	525	559	582	604
ADA	435.31	462.72	504.00	536.64	558.72	579.84
% Free and Reduced	14%	14%	14%	14%	14%	14%
% English Language Learners	7%	7%	7%	7%	7%	7%
% Unduplicated Low Income, EL, Foster Youth	19%	19%	19%	19%	19%	19%
<b>INCOME</b>						
8011-8098 · Local Control Funding Formula Sources	3,604,985	3,955,608	4,445,171	4,852,117	5,200,839	5,522,506
8100-8299 · Federal Revenue	127,376	85,058	91,218	98,540	104,082	108,241
8300-8599 · Other State Revenue	625,080	548,808	577,110	602,955	805,763	837,780
8600-8799 · Other Local Revenue	767,764	808,038	879,577	936,450	975,317	1,012,623
Grants/Fundraising	903,900	1,018,080	1,061,062	1,111,969	871,406	904,346
8999 · Other Prior Year Adjustment	-	-	-	-	-	-
<b>TOTAL INCOME</b>	<b>6,029,106</b>	<b>6,415,592</b>	<b>7,054,140</b>	<b>7,602,032</b>	<b>7,957,407</b>	<b>8,385,495</b>
<b>EXPENSE</b>						
1000 · Certificated Salaries	2,329,611	2,676,035	2,892,587	3,121,616	3,363,755	3,489,896
2000 · Classified Salaries	686,604	859,297	891,521	924,953	959,639	995,625
3000 · Employee Benefits	693,485	798,964	889,149	946,527	1,016,022	1,096,504
4000 · Supplies	391,656	304,102	358,122	389,164	413,575	438,167
5000 · Operating Services	1,608,092	1,670,226	1,806,876	1,939,411	2,429,052	2,518,510
6000 · Capital Outlay	21,346	33,417	33,800	33,800	7,033	4,600
7000 · Other Outgo	-	-	-	-	-	-
<b>TOTAL EXPENSE</b>	<b>5,730,795</b>	<b>6,342,042</b>	<b>6,872,054</b>	<b>7,355,471</b>	<b>8,189,077</b>	<b>8,543,302</b>
<b>NET INCOME</b>	<b>298,311</b>	<b>73,550</b>	<b>182,085</b>	<b>246,561</b>	<b>(231,670)</b>	<b>(157,807)</b>
Ending Cash Balance	589,492	764,037	944,777	1,223,314	1,057,383	847,783
Month with Lowest Ending Cash Balance	Nov: \$360,253	Dec: \$224,798	Dec: \$434,431	Dec: \$589,293	Dec: \$690,608	Dec: \$525,399
5% Reserve Goal	286,540	317,102	343,603	367,774	409,454	427,165
Net Income as a Percentage of Expenses	5.2%	1.2%	2.6%	3.4%	-2.8%	-1.8%
Ending Cash as a Percentage of Expenses	10.3%	12.0%	13.7%	16.6%	12.9%	9.9%
Ending Debt Balance	-	-	-	-	-	-
Per Pupil Revenue	13,428	13,310	13,436	13,599	13,673	13,883
Per Pupil Revenue without Grants/Fundraising	11,415	11,198	11,415	11,610	12,175	12,386
Per Pupil Expense	12,763	13,158	13,090	13,158	14,071	14,145

**2019-20 Revenue and Expense By Category**


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		2018-19	2019-20 Trend	2019-20 Percent of Budget	Percent Change, 2018-19 to 2019-20
	Enrollment	449	482		
	ADA	435.31	462.72		
	ADA %		96%		
	UPP		18%		
<b>Income</b>					
<b>8011-8098 • Local Control Funding Formula Sources</b>					
	8011 Local Control Funding Formula	2,970,601	3,290,484	51%	11%
	8012 Education Protection Account	635,244	665,125	10%	5%
	8019 Local Control Funding Formula - Prior Year	(860)	-	0%	-100%
	<b>Total 8011-8098 • Local Control Funding Formula Sources</b>	<b>3,604,985</b>	<b>3,955,608</b>	<b>62%</b>	<b>10%</b>
<b>8100-8299 • Federal Revenue</b>					
	8181 Special Education - Federal (IDEA)	46,790	54,414	1%	16%
	8220 Child Nutrition - Federal	20,586	30,644	0%	49%
	<b>Total 8100-8299 • Other Federal Income</b>	<b>127,376</b>	<b>85,058</b>	<b>1%</b>	<b>-33%</b>
<b>8300-8599 • Other State Revenue</b>					
	8520 Child Nutrition - State	1,450	1,571	0%	8%
	8550 Mandate Block Grant	74,988	7,340	0%	-90%
	8560 Lottery Revenue	88,709	94,395	1%	6%
	8591 SB740	391,101	415,502	6%	6%
	8592 State Mental Health	30,000	30,000	0%	0%
	8599 State Revenue - Other	38,832	-	0%	-100%
	<b>Total 8300-8599 • Other State Income</b>	<b>625,080</b>	<b>548,808</b>	<b>9%</b>	<b>-12%</b>
<b>8600-8799 • Other Local Revenue</b>					
	8634 Food Service Sales	90,848	80,782	1%	-11%
	8660 Interest & Dividend Income	10,000	12,000	0%	20%
	8692 Grants	185,500	200,000	3%	8%
	8695 Contributions & Events	718,400	674,800	11%	-6%
	8696 Other Fundraising		143,280	2%	
	8699 All Other Local Revenue	439,680	464,000	7%	6%
	8792 Transfers of Apportionments - Special Education	227,237	251,257	4%	11%
	<b>Total 8600-8799 • Other Income-Local</b>	<b>1,671,664</b>	<b>1,826,118</b>	<b>28%</b>	<b>9%</b>
<b>Prior Year Adjustments</b>					
	8999 Other Prior Year Adjustment	-	-	0%	
	<b>Total Prior Year Adjustments</b>	<b>-</b>	<b>-</b>	<b>0%</b>	
<b>TOTAL INCOME</b>		<b>6,029,106</b>	<b>6,415,592</b>	<b>100%</b>	<b>6%</b>
<b>Expense</b>					
<b>1000 • Certificated Salaries</b>					
	1110 Teachers' Salaries	1,641,204	1,866,409	29%	14%
	1170 Teachers' Salaries - Substitute	36,250	20,000	0%	-45%
	1175 Teachers' Salaries - Stipend/Extra Duty	106,078	107,000	2%	1%
	1211 Certificated Pupil Support - Librarians	157,323	-	0%	-100%
	1213 Certificated Pupil Support - Guidance & Counseling		44,496	1%	
	1299 Certificated Pupil Support - Other		79,203	1%	
	1300 Certificated Supervisors' & Administrators' Salaries	388,756	558,928	9%	44%
	<b>Total 1000 • Certificated Salaries</b>	<b>2,329,611</b>	<b>2,676,035</b>	<b>42%</b>	<b>15%</b>
<b>2000 • Classified Salaries</b>					
	2111 Instructional Aide & Other Salaries	125,785	151,121	2%	20%

**YU MING CHARTER SCHOOL**
*Budget Detail*

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	-1	0		
	2018-19	2019-20 Trend	2019-20 Percent of Budget	Percent Change, 2018-19 to 2019-20
2121 After School Staff Salaries		154,667	2%	
2200 Classified Support Salaries	77,335	142,293	2%	84%
2300 Classified Supervisors' & Administrators' Salaries	157,310	159,993	3%	2%
2400 Classified Office Staff Salaries	189,333	151,938	2%	-20%
2900 Other Classified Salaries	136,841	99,286	2%	-27%
<b>Total 2000 • Classified Salaries</b>	<b>686,604</b>	<b>859,297</b>	<b>14%</b>	<b>25%</b>
<b>3000 • Employee Benefits</b>				
3111 STRS - State Teachers Retirement System	355,957	457,602	7%	29%
3311 OASDI - Social Security	44,526	53,276	1%	20%
3331 MED - Medicare	39,753	51,262	1%	29%
3401 H&W - Health & Welfare	202,794	205,200	3%	1%
3501 SUI - State Unemployment Insurance	25,963	1,768	0%	-93%
3601 Workers' Compensation Insurance	24,492	29,856	0%	22%
3902 Other Benefits	-		0%	
<b>Total 3000 • Employee Benefits</b>	<b>693,485</b>	<b>798,964</b>	<b>13%</b>	<b>15%</b>
<b>4000 • Supplies</b>				
4111 Core Curricula Materials	8,000	21,749	0%	172%
4211 Books & Other Reference Materials	9,000	7,052	0%	-22%
4311 Student Materials	83,000	56,215	1%	-32%
4351 Office Supplies	16,727	17,500	0%	5%
4371 Custodial Supplies	10,417	11,200	0%	8%
4391 Food (Non Nutrition Program)		3,500	0%	
4392 Uniforms		2,500	0%	
4393 PE & Sports Equipment		500	0%	
4399 All Other Supplies	33,694	43,810	1%	30%
4390 Other Supplies	33,694	50,310	1%	49%
4411 Non Capitalized Equipment	107,500	16,875	0%	-84%
4711 Nutrition Program Food & Supplies	123,319	123,201	2%	0%
<b>Total 4000 • Supplies</b>	<b>391,656</b>	<b>304,102</b>	<b>5%</b>	<b>-22%</b>

**YU MING CHARTER SCHOOL**
**Budget Detail**

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	-1	0		
	2018-19	2019-20 Trend	2019-20 Percent of Budget	Percent Change, 2018-19 to 2019-20
<b>5000 • Operating Services</b>				
5211 Travel & Conferences	35,450	25,000	0%	-29%
5311 Dues & Memberships	5,380	5,856	0%	9%
5451 General Insurance	25,894	28,631	0%	11%
5511 Utilities	-	57,900	1%	
5531 Housekeeping Services	-	28,500	0%	
5599 Other Facility Operations & Utilities	111,000	15,000	0%	-86%
5611 School Rent - Private Facility		551,636	9%	
5619 Other Facility Rentals	533,310	2,000	0%	-100%
5621 Equipment Lease	31,270	35,400	1%	13%
5631 Vendor Repairs	15,650	18,000	0%	15%
5812 Field Trips & Pupil Transportation	140,966	155,867	2%	11%
5821 Legal		25,000	0%	
5823 Audit	39,400	10,000	0%	-75%
5831 Advertisement & Recruitment	6,000	63,595	1%	960%
5841 Contracted Substitute Teachers		5,000	0%	
5842 Special Education Services		102,400	2%	
5849 Other Student Instructional Services	115,400	45,000	1%	-61%
5851 Professional Development		20,000	0%	
5859 All Other Consultants & Services	254,099	188,316	3%	-26%
5861 Non Instructional Software	21,428	37,688	1%	76%
5865 Fundraising Cost	45,000	50,000	1%	11%
5871 District Oversight Fees	-	118,668	2%	
5872 Special Education Fees (SELPA)	8,221	9,170	0%	12%
5899 All Other Expenses	190,624	35,000	1%	-82%
5911 Office Phone	-	3,600	0%	
5913 Mobile Phone		20,000	0%	
5921 Internet	-	10,000	0%	
5931 Postage & Shipping	-	2,000	0%	
5999 Other Communications	29,000	1,000	0%	-97%
<b>Total 5000 • Operating Services</b>	<b>1,608,092</b>	<b>1,670,226</b>	<b>26%</b>	<b>4%</b>
<b>6000 • Capital Outlay</b>				
6901 Depreciation Expense	21,346	33,417	1%	57%
<b>Total 6000 • Capital Outlay</b>	<b>21,346</b>	<b>33,417</b>	<b>1%</b>	<b>57%</b>
<b>TOTAL EXPENSE</b>	<b>5,730,795</b>	<b>6,342,042</b>	<b>100%</b>	<b>11%</b>
<b>NET INCOME</b>	<b>298,311</b>	<b>73,550</b>		
<b>Beginning Cash Balance</b>	676,847	589,492		
<b>Cash Flow from Operating Activities</b>				
Net Income	298,311	73,550		
Change in Accounts Receivable				
Prior Year Accounts Receivable	593,412	735,788		
Current Year Accounts Receivable	(735,788)	(695,956)		
Change in Due from	(317)			
Change in Accounts Payable	(86,303)	745		
Change in Payroll Liabilities	167	-		
Change in Prepaid Expenditures	2,015	50,000		

# YU MING CHARTER SCHOOL

## Budget Detail

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Depreciation Expense  
**Cash Flow from Investing Activities**  
 Capital Expenditures  
**Ending Cash Balance**

	-1	0		
	2018-19	2019-20 Trend	2019-20 Percent of Budget	Percent Change, 2018-19 to 2019-20
	21,346	33,417		
	(180,197)	(23,000)		
	589,492	764,037		



**Board of Directors**  
**June 20, 2019**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	ExED 19-20 Contract
<b>Time Allotted</b>	5 minutes
<b>Background</b>	<p>The current ExED contract for back-office and CALPADS services ends at the end of June so a new contract should be considered. ExED provides comprehensive financial services to keep charter schools running smoothly. We partner with clients to develop realistic budgets and financial plans that help schools reach their short- and long-term strategic objectives. Once planning is complete, our ongoing financial reporting helps schools make sound operational decisions and allows for effective board oversight. ExED provides a full range of valuable accounting services to ensure that our client schools maintain accurate, reliable financial data and to safeguard their precious financial assets - including cash management. Cash flow is the lifeblood of any organization. ExED helps our clients manage cash actively and effectively.</p> <p>Administering payroll and retirement benefits continues to become more difficult and cumbersome. ExED performs a wide range of payroll and retirement-related tasks, enabling schools to keep their primary focus on the classroom.</p> <p>Charter schools must comply with detailed and time-consuming reporting requirements to school districts and other government entities. ExED takes on much of the burden of swift, accurate compliance and data management. ExED offers expert California Longitudinal Pupil Achievement Data System (CALPADS) data reporting and data management services. ExED's approach—backed by hands-on support— will help ensure that required student and staff data is efficiently managed within your Student Information System and reported to CALPADS. Thanks to these services, your charter school will save time, improve data accuracy and integrity, and secure available funding.</p>
<b>Summary</b>	The ExED 19-20 back-office services flat fee is \$110K, an increase of \$3K or <3%, and the CALPADS fee is \$10,716, an increase of \$312.



	Jessica Norman, Yu Ming Board Treasurer, is an employee of ExED. She will be recusing herself during any discussion and vote on this item.
<b>Type</b>	Vote
<b>Key Questions</b>	1)



## **EXCELLENT EDUCATION DEVELOPMENT MANAGEMENT AND ACCOUNTING SERVICES AGREEMENT**

This Management and Accounting Services Agreement (the “Agreement”) is entered into as of the 30th day of June 2019 (the “Effective Date”) by Yu Ming Charter School (“Client”), a California nonprofit public benefit corporation, and Excellent Education Development (“ExED”), a California nonprofit public benefit corporation, with reference to the following facts:

### **BACKGROUND**

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

#### **1. DEFINITIONS**

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

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

- k. “Confidential Information” means any and all technical and non-technical information including copyright, trade secret, and proprietary information, inventions, know-how, processes and algorithms, software programs, and software source documents. Confidential Information includes, without limitation, information acquired from a Student Information System, financial information, procurement requirements, purchasing information, plans and personnel information of the parties, and student information as protected under the Family Educational Rights and Privacy Act (FERPA) and other privacy protection laws, as applicable to the operations of Client and ExED under this Agreement.

Confidential Information does not include information that: (a) is now publicly or generally known or available or that hereafter, through no act or failure on the part of the receiving party, or through any violation of law or contract becomes generally known or available; (b) is legally known to the receiving party at the time of receiving such information; (c) is furnished to others by the disclosing party without a restriction on disclosure; (d) is hereafter furnished to the receiving party by a third party without restriction on disclosure, where such third party legally obtained such information and the right to disclose it to the receiving party; or (e) is independently developed by the receiving party without violation of any legal rights which the disclosing party may have in such information.

- l. “P-1/P-2” means the attendance reports that must be submitted to the State of California for ADA apportionment purposes.
- m. “myExED Portal” means the ExED client portal ([myexed.org](http://myexed.org)) and the associated applications made available to select Client staff via this website.
- n. “Paycom” is a third-party human capital management software provider that Client has contracted with to provide payroll processing and other human resource services.
- o. “Paycom Alternate” means Paychex, a payroll processing service alternative to Paycom. If this box is checked with an “X”, Client has elected to use a Paycom Alternate for the term of this Agreement: ☒ X ☐.
- p. “Proprietary Property of ExED” means all right, title and interest in and to the materials and systems developed and used by ExED in the performance of the Agreement including, without limitation, all trade secrets, know-how, protocols, policies, specifications, software, forms, as well as additions and modifications thereto developed and/or used by ExED in the furtherance of its operations and in performance of its obligations under this Agreement. Proprietary Property also includes ExED work product, reports, templates, studies, specifications, business methods, tools, methodologies, techniques, solution construction aids, analytical frameworks, algorithms, products, documentation, abstracts and summaries thereof that do not contain or embody Client’s Confidential Information. Proprietary Property includes “ExED Core Business Components,” defined as those general skills, know-how, expertise, techniques, methodologies, processes, templates, and business methods that are acquired or developed during the performance of the Agreement and that are related to ExED’s primary business, such as, by way of example, but not of limitation, methodologies and processes for managing school budgets and financial reporting, that do not contain or embody Client’s Confidential

Information. Proprietary Property also includes “ExED Knowledge Capital,” which means ExED materials existing prior to commencement of the Agreement, or developed outside the scope of the Agreement, that are proprietary to ExED, and all associated intellectual property rights and any enhancements and modifications to such materials, whether or not such enhancements and modifications are developed as part of the Agreement.

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

## 2. THE SERVICES

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

### 3. PAYMENT AND TERMS

- a. Fees and Charges. During the term of this Agreement, Client will pay ExED a fee of \$110,000 for the 2019-20 school year for the Basic Services and reimburse ExED for its actual, reasonable out-of-pocket expenses incurred in providing the Basic Services as provided for in Schedule A. These out-of-pocket expenses will not exceed \$150 per month without prior, written authorization from the Client.
- b. Invoicing. ExED will invoice Client \$9,166.67 monthly from July 1st, 2019, through June 30, 2020, as well as for out-of-pocket expenses incurred not to exceed \$150 per month without prior written authorization from the Client. ExED will automatically prepare a check for ExED's payment on a monthly basis for execution by the person authorized by the Client to execute such checks.
- c. Payment Terms. Payment is due thirty (30) days from the date of delivery of the monthly invoice.
- d. Right to Suspend Performance. In the event of default or delay in payment greater than 45 days from the date of delivery of the monthly invoice, ExED reserves the right to suspend part or all of its performance of duties under this Agreement until all amounts for Services that are due and payable are paid in full. In the event Client disputes all or any portion of the invoice that is due, Client shall notify ExED within 20 days of receipt of the invoice; and initiate the dispute resolution process under Section 10 hereof, but shall pay the invoice in full, pending the outcome of such process.
- e. Taxes. Except as expressly stated in this Agreement, ExED and Client are responsible for any and all taxes on their respective incomes, and for payment and withholding of all applicable taxes, including but not limited to income, property and sales taxes.
- f. Late Payments. Payments made after the 30-day period set forth in Section 3.c. are subject to a late payment penalty equal to a monthly rate of 1%, not to exceed the maximum allowed under applicable law.
- g. Price Changes. The prices and related charges for the Services are subject to increase upon renewal of this Agreement.

### 4. RELATIONSHIP OF THE PARTIES

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

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

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

## 5. THE CLIENT'S OBLIGATIONS.

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

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

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

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

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

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

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

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

6. REPRESENTATIONS AND WARRANTIES OF CLIENT

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

7. REPRESENTATIONS AND WARRANTIES OF ExED

- a. Corporate Power and Authorization. ExED has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by ExED have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by ExED and constitutes the valid and legally binding obligation of ExED enforceable in accordance with its terms and conditions. ExED need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.
- 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. ExED will obtain and maintain customary and reasonable comprehensive commercial general liability, professional liability, crime, and cyber liability insurance appropriate to its business under this Agreement.



- 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 Board, but shall have no obligation to do so, unless the failure directly and materially affects ExED's ability to carry out its obligations under this Agreement or is the basis for termination of the Agreement for cause.
- 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, Chartering Authorities, regulatory agencies, insurance carriers, service providers and suppliers, and the Client. Confidential Information shall be handled by ExED, its employees and subcontractors as follows:
- (i) Except as set forth in (vi) below, ExED shall not use the Confidential Information disclosed by the Client pursuant to this Agreement for any purpose other than carrying out its obligations under this Agreement.
  - (ii) ExED and any ExED subcontractors granted access to Client Confidential Information, will take reasonable steps to maintain the confidentiality of Client's Confidential Information and will notify Client if the confidentiality has been compromised.
  - (iii) ExED and any ExED subcontractors will take reasonable steps to ensure the security of the devices used by their staff to access Client Information and will use their best effort to notify Client if the security of a device has been compromised.
  - (iv) ExED shall maintain reasonable security measures to safeguard the Confidential Information.
  - (v) ExED may, but shall not be required to, destroy the Confidential Information in its possession when no longer needed to carry out the purposes of this Agreement. To the extent such Confidential Information resides only on equipment or in files owned or controlled by ExED, upon termination of this Agreement, ExED shall provide copies to Client at Client's expense. ExED shall require its employees and subcontractors to agree to comply with these Standard Conditions for the handling of Confidential Information.
  - (vi) Notwithstanding the foregoing, ExED shall have the right to use Client Confidential Information in a non-identifiable way, as part of its overall database of information about public charter schools. For example, Client salaries may be included in overall information ExED compiles, and provides to Client, about the range of salaries offered by similar schools.
- 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.
- (1) 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 (INCLUDING ITS DIRECTORS, OFFICERS, AND EMPLOYEES) TOTAL AND AGGREGATE LIABILITY, WHETHER ARISING IN TORT, CONTRACT, MISREPRESENTATION, BREACH OF WARRANTY OR FOR ANY OTHER CAUSE OF ACTION SHALL NOT EXCEED \$62,500, OR ExED'S TOTAL ANNUAL FEES FOR SERVICES RENDERED PURSUANT TO THIS AGREEMENT, WHICHEVER AMOUNT IS GREATER. IN NO EVENT SHALL ExED BE LIABLE TO THE CLIENT OR ANYONE CLAIMING THROUGH THE CLIENT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY THE CLIENT OR ANY AFFILIATE OF THE CLIENT, WHETHER OR NOT SUCH DAMAGES WERE OR COULD HAVE BEEN FORESEEABLE TO ExED. NO DIRECTOR, OFFICER OR EMPLOYEE OF ExED SHALL BE LIABLE TO CLIENT OR ANYONE CLAIMING THROUGH THE CLIENT ON ACCOUNT OF ANY ACT OR OMISSION OF ExED, REGARDLESS OF THE NATURE OF SUCH ACT OR OMISSION OF ExED, OR THE THEORY OF LIABILITY ASSERTED AGAINST ExED OR SUCH DIRECTOR, OFFICER OR EMPLOYEE OF ExED, EITHER INDEPENDENTLY OR IN A VICARIOUS CAPACITY.
- (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.

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, 2019, until June 30, 2020.

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

10. DISPUTE RESOLUTION.

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

- a. Resolution Sequence. If the Dispute cannot be settled by good faith negotiation between the Chief Executive Officers of the parties – which must take place within thirty days of receipt by one party of a claim of a Dispute – ExED and Client will

submit the Dispute to non-binding mediation in Los Angeles. If complete agreement cannot be reached within thirty days of submission to mediation, any remaining issues will be resolved by binding arbitration in accordance with Sections (c) and (d) below. Except as otherwise provided herein, arbitration shall be governed by the provisions of the California Code of Civil Procedure, commencing with Section 1280.

- b. Arbitrator. A single Arbitrator who is a retired judge and knowledgeable in commercial matters will conduct the arbitration. The Arbitrator's decision and award will be final, must be made in writing with findings of fact and conclusions of law, will be binding and may be entered in any court with jurisdiction. The Arbitrator will not have authority to make errors of law or legal reasoning, nor to modify or expand any of the provisions of this Agreement. The Arbitrator will not have the authority to award damages not permitted by this Agreement.
- c. Rules and Expenses. Any mediation or arbitration commenced pursuant to this Agreement will be conducted under the then current rules of the alternate dispute resolution ("ADR") firm in the site selected by the parties. If the parties are unable to agree on an ADR firm, the parties will conduct the mediation and, if necessary, the arbitration, under the then current rules and supervision of the American Arbitration Association. ExED and Client will each bear its own attorneys' fees associated with the mediation and, if necessary, the arbitration. ExED and Client will pay all other costs and expenses of the mediation/arbitration as the rules of the selected ADR firm provide. ExED and Client shall divide the amounts charged by the ADR firm equally.
- d. Equitable Relief and Indemnification. Each of the parties acknowledges and agrees that due to the unique nature of the Confidential Information and the Proprietary Information of ExED there can be no adequate remedy of law for any breach of its obligations to maintain the confidentiality and security of such information, and that any breach may allow the breaching party or third parties to unfairly compete with the non-breaching party resulting in irreparable harm to the non-breaching party that cannot be adequately compensated for through damages. Therefore, notwithstanding the foregoing provisions of this Section 10, upon any such breach or any threat thereof, the non-breaching party may, at its option, seek temporary, preliminary, and permanent injunctive relief and to be indemnified by the breaching party from any loss or harm, including without limitation, actual attorney fees, in connection with any breach or enforcement of the breaching party's obligations to keep the non-breaching party's information confidential and secure, or the unauthorized use or release of any such proprietary or confidential information. Each party will notify the other party in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware. The obligations of the parties under this paragraph shall survive the expiration or termination for any reason of this Agreement.
- e. Limitation on Actions. Any Dispute either party may have against the other with respect to this Agreement must be brought within two years after the cause of action arises. This Section 10 shall survive the expiration or termination for any reason of this Agreement.

## 11. GENERAL.

- a. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto, fully supersedes any and all prior agreements or understandings pertaining to the subject matter hereof and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing

and signed and dated by each and all of the parties hereto subsequent to the execution of this Agreement.

- b. Waiver in Writing. During the term of this Agreement, neither party shall be deemed to have waived any right, power or privilege under this Agreement or any provision thereof unless such waiver shall have been duly executed in writing and acknowledged by the party to be charged with such waiver.
- c. No Implied Waiver. The failure of any party to act or exercise its rights hereunder upon the breach of any of the terms or conditions hereof shall not be construed as a waiver of such breach, nor shall it prevent such party from hereafter enforcing strict compliance with any and all of the terms and conditions herein set forth.
- d. Communications. Any notice or other communication required by, or permitted to be made by or given to, either party pursuant to this Agreement shall be sent to such party by registered, certified or express mail, postage prepaid or prepaid courier service, addressed to such party at its address set forth below, or to such other addresses as such party shall designate by written notice given to the other party, and shall be deemed to have been made, given or provided on the date of receipt.

Client: 1086 Alcatraz Avenue  
Oakland, CA 94608  
E-mail: [spark@yumingschool.org](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 subcontractors. Accordingly, neither this Agreement nor any of its rights or privileges shall be sold, assigned, transferred, shared, or encumbered, by operation of law or otherwise, without the prior written consent of the affected (non-assigning) party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- g. Force Majeure. Neither party shall be liable for any delay or failure in its performance of any of the acts required by this Agreement when such delay or failure arises from circumstances beyond the control and without the fault or negligence of such party. Such causes may include, without limitation, acts of God, acts of public enemies, acts of civil or military authority, labor disputes, material or component shortages, embargoes, rationing, quarantines, blockades, sabotage, utility or communication failures or delays, earthquakes, fire, flood, epidemics, riots or strikes. The time for performance of any act delayed by any such event may be postponed for a period equal to the period of such delay.

- h. Publicity. Client may act as a reference for ExED with respect to the Services upon ExED's reasonable request. ExED may issue press releases or identify Client in marketing materials provided that all references to Client are fair, accurate and not misleading and approved by Client in writing, in advance, in each instance.
- i. Headings. The headings of the several articles and sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

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

CLIENT:

By: \_\_\_\_\_ Dated: \_\_\_\_\_,

Name: Sue Park

Title: Head of School

ExED:

By: \_\_\_\_\_ Dated: \_\_\_\_\_,

Name: Tait G. Anderson

Title: Executive Vice President

## SCHEDULE A:

### SUMMARY OF BASIC SERVICES TO BE PERFORMED BY EXED

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



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

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

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

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

B) Retirement Reporting

- 1) STRS/PERS - ExED will timely submit monthly the required information to the local county office of education or the designated 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) Other retirement plans (e.g., 403B, 401K, 457, etc.) – ExED will process appropriate deductions for employees upon receipt of appropriate paperwork from the Client. ExED will submit payment to the applicable retirement company based on Client payroll schedule.

C) Personnel

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

6) Compliance and Data Management Services

A) Attendance Reporting

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

B) Categorical Funding Applications

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

C) Compliance and Fiscal Reporting

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

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

E) Technical Assistance

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

## **Schedule B:**

### **ADDITIONAL SERVICES SCOPE OF WORK TO BE PERFORMED BY EXED**

This Schedule (the “Schedule”) is entered into as of the 30th day of June 2019 (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 2019. The services identified in this Schedule include CALPADS Data Management and Data Reporting Support Services.

#### **1. DEFINITIONS**

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

#### **2. CALPADS DATA MANAGEMENT AND DATA REPORTING SERVICES**

- a. ORIENTATION. Provide orientation to CALPADS Support Services.
  - (i) Discuss CALPADS reporting requirements related to school funding.
  - (ii) Review goals for ExED and Client.
  - (iii) Review responsibilities of ExED and Client.
  - (iv) Client Responsibility
    - (1) Provide ExED with appropriate access to its SIS (Student Information System) application.
    - (2) Provide ExED Data Management Team Lead a CALPADS account with LEA Admin level access. LEA Admin account is the master account and allows for the creation of users and resetting of passwords.
    - (3) Provide ExED with Designated Point Person to facilitate requests for records verification in order to troubleshoot and clear errors in CALPADS data or other systems for which CALPADS certification is dependent upon (e.g., Special Education Data System – SEDS)
    - (4) Client staff will not directly change CALPADS data without first communicating to and coordinating with ExED.
    - (5) Client staff understands their responsibility to ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g).



- 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: [datamanagement@exed.net](mailto:datamanagement@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) Provide guidance in managing the rollover process in SIS for 2019-2020.
    - (2) Support set up of new academic terms in SIS and instruct Client on calendar set up for attendance or facilitate communication with SIS vendor for troubleshooting.
  - (vi) Client responsibility.
    - (1) **Client is responsible for the integrity of their data.**
    - (2) Pupil records continue to be the property of and under the control of the Client.
    - (3) Provide an overview to ExED of Client’s data management structure and current processes for the collection, validation, and reporting of data.
    - (4) Provide time for the appropriate staff to meet to review processes with ExED.

- (5) 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.
- (6) Client is responsible to notify ExED if enrolled students have a mid-year grade-level change once enrolled.
- (7) Client is responsible to notify District of Residence of exited student pursuant to Ed Code §47605(d)(3).
- (8) 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 as requested and within the timeframe established in the request for set up of Client's SIS system.
- (9) Client is responsible for follow-up with any data discrepancies and notifying ExED once resolved.
- (10) Client will provide ExED any requested 2019-2020 academic year dates and notify ExED of any changes when they occur.
- (11) Client will provide ExED next year school and next year grade information for returning students, including any retained students as required in their SIS.
- (12) Client will identify and transfer out non-returning students.

d. DATA VALIDATION & CERTIFICATION. ExED will:

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

- (ii) **Data accuracy remains the responsibility of Client and is acknowledged upon signature of summary data provided by ExED.**

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

- (i) Summarize key data certified in CALPADS to Client's leaders and key staff
- (ii) Navigate complex CALPADS demands and stay up to date on frequently changing requirements.

f. ADDITIONAL REPORTING SUPPORT. ExED will:

- (i) Provide support and guidance on reporting California Basic Educational Data System ("CBEDS") data out of SIS.
  - (1) Troubleshoot any issues with CBEDS extracts/data.
  - (2) Identify any discrepancies and anomalies with the CBEDS data in SIS.
  - (3) Provide comprehensive analysis and review of CBEDS data entered into Client SIS.
  - (4) Secure Client sign-off and approval of CBEDS data prior to final submission.
- (ii) Client Responsibility.
  - (1) Client will provide CBEDS-ORA login information to ExED as requested and within the timeframe established in the request.

3. **OPTIONAL ENHANCED SUPPORT SERVICES:**

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

4. **PAYMENT AND TERMS**

a. Fees and Charges.

- (i) CALPADS Data Management and Data Reporting Support Services
  - (1) Rate. Client will pay ExED a flat fee of \$10,716 for the 2019-20 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 \$150 per month without written authorization from Client.

- (2) Invoicing. ExED will invoice Client \$893.00 monthly from July 1st, 2019, through June 30, 2020, as well as for out-of-pocket expenses incurred not to exceed \$150 per month without written authorization from Client. ExED will automatically prepare a check on a monthly basis for ExED payment for execution by the person authorized by Client to execute such checks.
- (ii) Optional Enhanced Support Services
  - (1) Rate. Client will pay ExED \$122.50 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 AND SECURITY**

- 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 may directly access information regarding Special Education eligibility programs and services if deemed necessary and acceptable. Such information shall be considered Confidential Information to the extent it contains any personally-identifiable information under FERPA.
- e. ExED may directly access staff employment data if deemed necessary and acceptable. Such information shall be considered Confidential Information to the extent it contains any personally-identifiable information.
- f. 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.
- g. ExED will not use any information in the pupil record for any purpose other than those required or specifically permitted by this Schedule.
- h. ExED staff responsible for ensuring pupil records security and confidentiality will participate in FERPA training and designated PTAC trainings.
- i. Upon termination of this contract, should Client choose not to renew CALPADS Data Management and Data Reporting Services, ExED will transfer any data files containing pupil records to the Client via Box within 60 days of the termination of this contract.

- j. ExED will not share nor use personally identifiable information in pupil records to engage in targeted advertising.

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

- a. Authorized Personnel. The Board may identify to ExED, in writing, the Client Administrator and other staff member(s) authorized to work with ExED with respect to: CALPADS, SIS, and data management services. In the absence of such designated persons, ExED shall be authorized to communicate with any Client Administrator and the presiding officer of the Board.
- b. Principal Contact. The Board may also identify, in writing to ExED, its key or principal contact, if other than the Client Administrator, who is authorized to receive and disclose Confidential Information and approve CALPADS submissions; as well as an alternate contact in the event Client Administrator cannot or should not serve as Client's contact due to conflict or suspected misconduct. In the absence of such designated persons, any Client Administrator and the presiding officer of the Board shall have such authority.
- c. Access to State Systems. Client is responsible for maintaining master accounts with associated usernames and passwords for accessing the CALPADS state system, the CBEDS online reporting system, and any 3rd party systems (e.g. CAASPP/TOMS, CASEMIS, SEDS, Cal-SAAS).
- 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, 2019, until June 30, 2020.

- a. Termination for convenience. Either party may terminate this Schedule upon 30 days written notice to the other party, without cause. During the notice period, the parties shall cooperate to wind up and complete the pending work for the current month.
- b. Immediate termination for cause. ExED may immediately terminate the services outlined in this Schedule in the event it determines that it cannot provide the Services in a professional manner due to the actions or inaction of Client with respect to data management; in such event, ExED will cooperate with Client to transition its duties to Client personnel or another vendor.
- c. Failure to comply with the requirements of Ed Code 49073.1(a-b) shall render this contract void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the contract. All parties subject to a contract voided under this subdivision shall return all pupil records in their possession to the local educational agency (Client).

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

**CLIENT:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_,

Name: Sue Park

Title: Head of School

**ExED:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_,

Name: Tait G. Anderson

Title: Executive Vice President

**OPTIONAL ENHANCED SUPPORT SERVICES:**

Activity	ExED Responsibilities	Client Responsibilities
Scheduling	<ul style="list-style-type: none"><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>





**Board of Directors**  
**June 20, 2019**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	Vote on MLK lease second amendment
<b>Time Allotted</b>	15 minutes
<b>Background</b>	Yu Ming is amending our lease with Sacred Heart parish for the MLK site to add on storage and additional rooms in order to accommodate our growing school.
<b>Summary</b>	Yu Ming currently has a five-year lease running 2017-2022 with the Catholic diocese Sacred Heart parish to occupy the Martin Luther King campus located at 675 41st Street in Oakland, Calif. The lease has been amended once before to include usage of some rooms in the parish hall. Yu Ming would like to amend the lease a second time to add on more storage and two more rooms in the parish hall.
<b>Type</b>	Vote
<b>Key Questions</b>	How will additional costs affect our monthly rent and annual budget? Are there tenant improvements that must be done?
<b>Attachments</b>	lease second amendment documents



Date: March 3, 2018

Subject: Facilities Committee report and update

From: Facilities Committee

To: Yu Ming Board of Directors

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

### **Overview of enrollment projections and current classroom capacity**

With our current campuses of Alcatraz and MLK, Yu Ming now has a 23-classroom capacity (11 at Alcatraz and 12 at MLK) -- not including space needed for enrichment activities such as art, music, computer lab, maker space. The two spreadsheets below show when we expect to run out of core classrooms. The first chart assumes our current three cohorts of kindergarteners and shows that we will reach maximum capacity for school year 2021-2022. The second chart shows what would happen if the board were to decide to expand to four cohorts of kindergarteners and first graders starting in school year 2018-2019. Under the latter scenario, we would run out of core classroom space for the 2019-2020 school year. Under both scenarios, if we factored in the eight Prop. 39 classrooms offered by OUSD (but regardless of the actual practical viability of OUSD classrooms), the number of classrooms would increase to 31 and we would not run out of core classrooms under scenario one, but would reach our maximum capacity date under scenario two in 2024 or 2025. (Note: Number of classrooms offered by OUSD under Prop. 39 should increase as well each year, but uncertain now as to exact number. Approximately half of our students live within the OUSD district, so we should expect to receive two additional classrooms each year from them.) This, however, assumes crowded campuses at maximum capacity. We strive to provide a campus environment that gives students and staff space, flexibility, and areas to pursue the arts, sciences, and other creative endeavors. The conclusion is that we must develop a facilities master plan that accommodates 24-31 core classrooms, in addition to arts, tech, and science space, among one or multiple campuses that is acceptable to our families and staff. And in doing so, this plan will likely include construction expansion at one or multiple campuses.



Chart 1: Projected classroom needs based on current three cohorts per grade

School year	Number of elementary school classes (K-5)	Number of middle school classes (6-8)	Total classes, not including arts, music, maker, science	Total enrollment
2017-2018 (current)	13	4	17	385
2018-2019	14	6	20	520
2019-2020	15	6	21	546
2020-2021	16	6	22	572
2021-2022	17	6	23	598
2022-2023	18	6	24	624

Chart 2: Projected classroom needs based on expansion to four cohorts per grade and three classes per grades 6, 7, 8

School year	Number of lower school classrooms needed (K-4)	Number of upper school classroom needed (5-8)	Total core classrooms needed, not including arts, music, maker, science, science lab, computer	Total enrollment	Notes	
2017-2018 (current)	11	6	17	442		
2018-2019	14	6	20	520		
2019-2020	16	8	24	624		
2020-2021	18	8	26	676		
2021-2022	20	8	28	728		
2022-2023	20	10	30	780		



2023-2024	20	11	31	806	Assumes 3 classes of G6, 2 classes of G7, 2 classes of G8	Year that we begin assuming three G6 classes instead of two (realizing effect of four K cohorts)
2024-2025	20	12	32	832	Assumes 3 classes of G6, 3 classes of G7, 2 classes of G8	
2025-2026	20	13	33	858	Assumes 3 classes of G6-G8	Year that we reach full enrollment with four cohorts of K-5 and three cohorts of 6-8

Toward that end, we currently have eight major active areas of work.

### **Update on renegotiation of our lease of the Alcatraz campus**

Our current lease with St. Columba Church of the Oakland Diocese for the Alcatraz campus expires June 30, 2018. Matthew Sade, a facilities committee member parent, and Head of School Sue Park are currently in talks with the church for a new lease to line up with our 5-year lease at the MLK campus.

### **Update on status of our Prop. 39 request**

Prop. 39 references a California state law that requires public school districts to make unused facility space available to charter schools, based on the number of charter school students who reside in that school district. We applied for Prop. 39 space through Oakland Unified School District for the 2018-2019 school year, and in February OUSD provided its preliminary offer of six classrooms at Herzog (Golden Gate CDC) and two classrooms at Sankofa Elementary. We have a number of issues with their



offer, including, but not limited to, that it is a multi-site offer and the price is higher than we believe warranted. We are also coordinating and sharing information with other Prop. 39 charter schools located in Oakland to see if we can figure out configurations that are beneficial for all. Our attorney who is helping us negotiate over Prop. 39, Sarah Kollman of Young, Minney, Corr, drafted a letter outlining our concerns and submitted to OUSD by March 1 to continue the Prop. 39 negotiation process.

### **Update on status of our Prop. 51 application**

Prop. 51 provides schools, including charter schools, bond money to construct facilities, with half of the money given as a grant and the other half as a low- or no-interest loan. Earlier in 2017, Yu Ming school applied to the state for Prop. 51 funds to improve and expand the Herzog campus. We are pleased to report that in late February, we learned that we are on the list to receive approximately \$7.5 million in Prop. 51 funds. We are now in the process of fully researching and making a decision about whether moving forward with a Prop. 51 project on the Herzog campus makes sense, given our overall master facilities plan, the scope of any project on that site, our finances, and other opportunity costs that such a project might incur. We do not need to access the funds right away and have at least a year to move forward.

### **Exploring options for expansion at the MLK campus**

Leaders of the Sacred Heart parish where our MLK campus is located have indicated that they are receptive to hearing from us about our vision for future use of the site. The MLK campus has many advantages in terms of central location for our families, proximity to the Alcatraz campus, and proximity to major transit lines and freeways. The site is of medium size and has already been in continued use as a school. The Facilities Committee has been exploring options for expansion at the MLK and meeting with a number of architecture design firms. We are in the process of engaging a firm who will do the research and design development work necessary to better inform any proposal we make to the diocese.

### **Continuing the search for more site options**

The Facilities Committee believes it would be prudent, however, to keep up our search for more site options and is recommending that we engage the services of commercial real estate brokers Kevin Lynch and Gregory Hunter to look for other suitable sites.

### **Understanding our financial capacity**



We have initiated talks with our ExEd representative, Matthew Eisenberg, and are just in the beginning stages of better understanding our projected revenue, cash flow, and capacity to assume debt. We are also beginning discussions about how to raise equity.

### **Helping complete major deferred maintenance**

As part of information gathering for the Alcatraz lease negotiations, parent committee member Tiffany Eng has been instrumental in contacting and coordinating vendors who can help us complete some major deferred maintenance on the Alcatraz campus.

### **Establishing strong community relations**

We are in the process of establishing stronger community relations with the neighborhoods in which both our campuses are located: the Golden Gate neighborhood for Alcatraz, and the Longfellow neighborhood for MLK. We are trying to identify committee members or parents who would be willing to regularly attend Neighborhood Council meetings. We are also in discussions with neighborhood associations in both locations to participate in any Earth Day (April 22) activities they may be planning, and/or regular neighborhood cleanup or work days.



**Board of Directors**  
**June 20, 2019**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	LCAP Approval
<b>Time Allotted</b>	20 minutes
<b>Background</b>	
<b>Summary</b>	Review & approve LCAP
<b>Type</b>	Vote
<b>Key Questions</b>	
<b>Attachments</b>	



Date: March 3, 2018

Subject: Facilities Committee report and update

From: Facilities Committee

To: Yu Ming Board of Directors

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