



**Board of Directors Meeting**  
**Meeting Location: 675 41st St. Oakland, CA 94609**  
**September 9th, 2018**  
**8:30 AM**

*Vision & Mission*

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

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

**I. Preliminary**

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

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

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

- A. Approve June 2018 meeting minutes
- B. Approve July 2018 check register
- C. Approve Prop 51 agreements - Charter School Facilities Program Memorandum of Understanding and Charter School Facilities Program Funding Agreement

**IV. ITEMS OF BUSINESS**

- A. School Goals (Sue Park) (30 min)
  - 1. Discussion Review 2017-18 Progress on School Goals (30 min)

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**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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2. Discussion Set New 2018-19 School Goals (30 min)

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

1. Vote Unaudited Actuals Report 17-18 (15 min)
2. Discussion 2018-19 Budget Update (10 min)

C. Strategic Planning (Cindy Liu) (100 min)

1. Vote Mission and Vision (40 min)
2. Discussion Strategic Priorities and Plan (60 min)

D. Closed Session with Legal Counsel (Sue Park) (30 mins)

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (one potential case)

E. Facilities Committee (Lucia Hwang, Ethan Warsh) (15 mins)

1. Discussion Facilities Committee Update (15 min)

F. Governance Committee (Eric Peterson, Brianna Swartz) (90 min)

1. Discussion Committee Descriptions and Goals (60 min)
2. Vote Committee Chairs (30 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**  
**June 21st, 2018**  
**Call in number: 641-715-3580, ID# 820-840**  
**6 PM**

*Vision & Mission*

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**I. Preliminary**

**A. CALL TO ORDER at 6:14 PM**

**B. ROLL CALL**

NAME	Present	Absent
Lucia Hwang	X	
Joy Lee	X	
Ron Lewis		X
Julie Mikuta	X	
Sonali Nijhawan	X	
Jessica Norman	X	

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Eric Peterson	X	
Brianna Swartz	X	
Ethan Warsh	X	

**C. APPROVAL OF AGENDA**

Change to agenda - no Principal's report, change order of HOS evaluation to end

Moved by: Julie Mikuta

Motion to second: Brianna Swartz

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

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

- A. Approval of Special Board Mtg - May 2018 minutes
- B. Approve April 2018 check register
- C. Approve 2017-18 Spring Consolidated Application
- D. Approve Education Protection Account Spending Resolution for 2018-19

*Moved by: Lucia Hwang*

*Motion second by: Jessica Norman*

*Approved*

**IV. ITEMS OF BUSINESS**

**~~A. Principal's report (Principal Park) (5 mins)~~**

- ~~1. Includes FSO report~~

**B. Finance Committee (Jessica Norman) (40 mins)**

- 1. Discussion April financial report (5)
  - i. Final budget will be done by summer board retreat. Excess funds mostly due to Prop 39 and other fundraising (China trip, etc.). One update SB740 - will

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have additional funds (expecting 25% cut but now expecting 5-10%) although some technicalities around costs, TBD on final impact.

- ii. Two main risks of current political climate: SB740 and SELPA for special education services. STRS has been a significant increase in expenses and has been accounted for in projections (but increases as staff grows).

## 2. Vote 2018-19 LCAP (15)

Discussion: Met goals for 2017-18 across the board, strong performance compared to other schools. Overall plan is similar to 2017-18, one of the main changes for upcoming year is increased focus on SEL with Compass program.

*Moved by: Jessica Norman*

*Motion second by: Julie Mikuta*

*Approved*

NAME	Yes	No	Not present
Lucia Hwang	X		
Joy Lee	X		
Ron Lewis			X
Julie Mikuta	X		
Sonali Nijhawan	X		
Jessica Norman	X		
Eric Peterson	X		
Brianna Swartz	X		
Ethan Warsh	X		

## 3. Vote 2018-19 School Year Budget (15)

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One time funding - \$220K for 2018-19 to account for, will not carry forward into future years. Main change vs last update was including additional office staff member, increased hours in classified staff/aides. Only 5 interns vs 8 interns as planned, some grades won't have full time aide as this year - will prioritize based on need across grades/classes. Directors have had discussions with teachers on changes.

**To balance budget (vs previous versions), starting in 2019-20 staff cut (2 assistant teachers, reducing one English teacher, office staff member).** Potential to recoup through robust fundraising and potentially oversight fee will be reduced from 3% to 1%.

*Moved by: Lucia Hwang*

*Motion second by: Brianna Swartz*

*Approved*

NAME	Yes	No	Not present
Lucia Hwang	X		
Joy Lee	X		
Ron Lewis			X
Julie Mikuta	X		
Sonali Nijhawan	X		
Jessica Norman	X		
Eric Peterson	X		
Brianna Swartz	X		
Ethan Warsh	X		

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4. Vote ExED 2018-19 Business Services and Calpads Contract (5)  
HOS and board is satisfied with services and ability to draw from broader knowledge base of ExED as a whole.

*Moved by: Lucia Hwang*

*Motion second by: Eric Peterson*

*Approved*

NAME	Yes	No	Not present
Lucia Hwang	X		
Joy Lee	X		
Ron Lewis			X
Julie Mikuta	X		
Sonali Nijhawan	X		
Jessica Norman	X		
Eric Peterson	X		
Brianna Swartz	X		
Ethan Warsh	X		

**C. Facilities Committee (Lucia Hwang, Ethan Warsh) (10 mins)**

1. Discussion Facilities Committee Update

- i. Currently have 3 main pathways whether 3 or 4 cohorts.

**D. Funds Committee Reports (Eric Peterson) (5 min)**

1. Discussion Capital Campaign update

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- i. Fundraising overall flat (per student basis), total greater (based on attendance), participation rate higher. Anticipate flat to lower per student basis going forward on fundraising. Working on capital campaign, hiring consultant and putting together working group. Will stay close with facilities committee to understand available funds for facilities exploration - will need to coordinate timing. Adding this topic for significant discussion for August retreat.

**E. Governance Committee (Eric Peterson, Brianna Swartz) (30 min)**

**1. Discussion Board needs assessment and recruitment**

- i. Potentially looking at additional members with school leadership experience and also looking for someone with fundraising experience/network in fundraising space.

**2. Vote 2018-19 Board Meeting Calendar**

*Setting schedule for date for retreat - September 9th (Sunday), 8:30-3:30.*

*Additional dates:*

- *October 18th*
- *December 13th (1st interim and audit, officer elections)*
- *January 24th*
- *March 7th (2nd interim budget)*
- *May 16th*
- *June 20th (vote on LCAP and 2019-20)*

*Moved by: Eric Peterson*

*Motion second by: Joy Lee*

*Approved*

NAME	Yes	No	Not present
Lucia Hwang	X		
Joy Lee	X		

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Ron Lewis			X
Julie Mikuta	X		
Sonali Nijhawan	X		
Jessica Norman	X		
Eric Peterson	X		
Brianna Swartz	X		
Ethan Warsh	X		

3. Information & Discussion Annual Brown Act Training for Board Members

- Avoiding quorum (currently 5 board members) in interactions and on committees, can't be serial - emailing separately. If committees are meeting we need to post with same rules at regular board meetings.
- Need to ensure there is a link on homepage to board information (agenda, etc.)
- Closed session topics are legal matters, etc. - go into closed session and afterwards post brief summary of what was discussed.
- Need to post locations when calling in (72 hours in advance), for virtual board meetings - majority need to be dialing in from Alameda County.
- Always call for public comment in board meetings.

F. Enrollment and Diversity (Ron Lewis, Eric Peterson) (10 min)

- Discussion Year end review of Yu Ming's implementation of the enrollment expansion to three kindergarten sections and the implementation of the other enrollment policy changes which took effect this past 2017-18 school year
  - Plan to look at additional data on attrition by key subgroups going forward (starting with August retreat).

G. Strategic Planning (Sonali Nijhawan, Joy Lee) (10 min)

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1. Discussion New Yu Ming Mission and Vision Statement

- i. For retreat: Information needed is how it will be used/when/where used and what other content will be put next to it, what engagement will there be with parents to align on this (what meetings, communication). Aim to approve draft at retreat (short list of 2-3 options).

H. Performance, Recruitment and Retention Committee (Joy Lee, Julie Mikuta) (40 min)

*Vote to go into closed session.*

*Moved by: Lucia Hwang*

*Motion second by: Eric Peterson*

*Approved*

1. Vote 2017-18 Head of School Performance Evaluation (closed session)
2. Vote 2018-19 Head of School Contract and Compensation (closed session)

*Moved by: Eric Peterson*

*Motion second by: Jessica Norman*

*Approved*

3. Reported: Completed review and total exec compensation of \$133,625.

V. REVIEW OF ACTION ITEMS AND FUTURE AGENDA ITEMS

VI. ADJOURNMENT

The meeting was adjourned at 10:10 pm.

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Yu Ming Charter School  
Check Register

July 2018

Check #	Check Date	Payee/Vendor	Description	Amount
1000628	07/02/2018	ANTONIO MUSCARDIN	05/18:GARDEN CLEANUP	\$600.00
1000629	07/02/2018	BAY ALARM COMPANY	07/01/18-10/01/18: BURGLAR MONITORING FEE (20076020)	\$513.21
1000629	07/02/2018	BAY ALARM COMPANY	07/01/18-10/01/18: CLOSED CIRCUIT TV BAYGUARD (20076220)	\$229.77
1000629	07/02/2018	BAY ALARM COMPANY	07/01/18-10/01/18: FIRE MONITORING FEE (21179220)	\$1,302.00
1000629	07/02/2018	BAY ALARM COMPANY	07/01/18-10/01/18: SPRINKLER INSPECTION FEE (20076120)	\$671.49
1000630	07/02/2018	CALIFORNIA WASTE SOLUTIONS	07/18-09/18: RECYCLING SERVICES	\$570.00
1000631	07/02/2018	CHARTERSAFE	07/18: 25% DEPOSIT FOR GENERAL INSURANCE	\$11,458.00
1000632	07/02/2018	DELTA EDUCATION	06/18: G4 FOSS MATERIALS	\$110.81
1000633	07/02/2018	HANNAH ACEVEDO	06/18: BEHAVIORAL CONSULTANT	\$312.50
1000634	07/02/2018	INTERNATIONAL FIRE EQUIPMENT	06/18: SPRINKLER REPAIRS	\$750.00
1000635	07/02/2018	NOB HILL CATERING, INC.	06/18: STAFF LUNCHES	\$392.75
1000636	07/02/2018	PICABOO YEARBOOKS	06/18: YEARBOOK	\$55.84
1000637	07/02/2018	SHARON LEONG	REIM: BOOKS	\$537.45
1000638	07/02/2018	TERESA LUCAN	REIM: FOOD FOR TEACHER'S EXPERIENCE	\$97.98
1000638	07/02/2018	TERESA LUCAN	REIM: NEWS MAGAZINE	\$333.65
1000639	07/02/2018	THE SPEECH PATHOLOGY CONSULTANT	05/18: SPEECH PATHOLOGY CONSULTANT	\$10,125.00
1807030	07/03/2018	CARDMEMBER SERVICE	05/10/18-06/09/18: CREDIT CARD PURCHASES	\$13,586.71
1807031	07/03/2018	PG&E	05/18/18-06/15/18: GAS & ELECTRIC (3514922506-8)	\$1,278.17
1807051	07/05/2018	SAFESAVE	08/18: PROCESSING SERVICE FEE	\$5.48
1807061	07/06/2018	PG&E	05/18/18-06/15/18: GAS AND ELECTRIC (2086434523-4)	\$1,223.37
1807062	07/06/2018	AT&T	05/14/18-06/13/18: PHONE (960 761 3474 555 8)	\$1,277.44
1000640	07/10/2018	YI ANGELOV	REIM: FOOD FOR TEACHER'S EXPERIENCE	\$505.89
1000641	07/10/2018	A PLUS CHARTER CONSULTING, INC.	07/18-06/19: LCAP COMPLETION	\$1,500.00
1000642	07/10/2018	BAY ALARM COMPANY	06/18: LATE FEES	\$8.01
1000643	07/10/2018	CELIA PASCUAL	REIM: TABLE COVERS, MICROPHONE ADAPTER & POPCORN	\$287.62
1807101	07/10/2018	GABRIEL LOCK & KEY	07/18: KEY DUPLICATION	\$206.65
1807111	07/11/2018	ARTHUR J. GALLAGHER & CO.	07/01/18-06/30/19: GLOBAL PACKAGE POLICY	\$1,240.00
1807181	07/18/2018	STRIPE DASHBOARD	07/18: CREDIT CARD FEE	\$7.30
1807191	07/19/2018	AT&T	06/26/18-07/25/18: PHONE (510 923-6171 284 2)	\$152.19
1000644	07/24/2018	AMPLIFY EDUCATION, INC.	07/01/18-06/30/19: AMPLIFY SCIENCE LICENSES & RENEWAL	\$75.00
1000645	07/24/2018	CHARTERSAFE	08/18: WORKERS COMPENSATION	\$3,819.00
1000646	07/24/2018	CIT	07/18: PHONE SYSTEM	\$293.66
1000647	07/24/2018	DONAHUE FITZGERALD ATTORNEYS	05/18: LEGAL SERVICES	\$314.00
1000648	07/24/2018	EBMUD PAYMENT CENTER	05/09/18-06/30/18: WATER & WASTE MANAGEMENT (46806939020)	\$515.70
1000649	07/24/2018	DAWN WILLIAMS FERREIRA	05/18-06/18: SPANISH CLASS CONSULTANT	\$225.00
1000650	07/24/2018	STACY LEE GARDNER	06/18: CONSULTANT FOR MEETING	\$1,125.00
1000651	07/24/2018	PAMELA HARRISON SMALL	04/18-06/18: EQUITY TRAINING	\$750.00
1000652	07/24/2018	ILLUMINATE EDUCATION, INC.	07/01/18-06/30/19: STUDENT ASSESSMENT MANAGEMENT SYSTEMS	\$4,467.50
1000653	07/24/2018	DANNY LAU	REIM: DOOR STOPS & CARPET CLEANER	\$51.07
1000653	07/24/2018	DANNY LAU	REIM: WOOD AND TRIM FOR REPAIRS	\$14.83
1000654	07/24/2018	ANTONIO MUSCARDIN	06/18: GARDEN CLEANUP	\$600.00
1000655	07/24/2018	OAKLAND ENROLLS	07/18: COMMON CHARTER APPLICATION & MINT MODULES	\$3,000.00
1000656	07/24/2018	PHOENIX TREE PUBLISHING INC.	07/18: BOOKS LEVEL 1-3 WITH TEACHERS GUIDE	\$757.77
1000657	07/24/2018	SACRED HEART CHURCH	08/18: RENT	\$25,552.69
1000658	07/24/2018	ST. COLUMBA PARISH CHURCH	06/18: WINDOW CLEANING	\$250.00
1000658	07/24/2018	ST. COLUMBA PARISH CHURCH	08/18: RENT	\$17,454.00
1807241	07/24/2018	VSP VISION CARE	08/18: VISION INSURANCE	\$190.71
1000659	07/30/2018	ALAMEDA COUNTY OFFICE OF EDUCATION	07/18: STRS	\$7,428.23
1000660	07/30/2018	CHINA SPROUT, INC.	07/18: (153) EBOOKS USERS & (300) USERS LICENSE	\$3,270.00
1000661	07/30/2018	DONAHUE FITZGERALD ATTORNEYS	06/18: LEGAL SERVICES	\$1,052.00
1000662	07/30/2018	CHRISTINA EDWARDS	REIM: LUNCH FOR ECP STAFF	\$66.55
1000663	07/30/2018	DANNY LAU	REIM: BRUSH & PAINT	\$35.07
1000664	07/30/2018	STARLINE SUPPLY COMPANY	06/18: WINDOW CLEANER	\$4.12
1000665	07/30/2018	YUEWU WEN	REIM: LIVE SCAN	\$57.00
1507	07/31/2018	NO MORE DIRT, INC.	07/18-08/18: CLASSROOMS DEEP FLOOR CLEANING DOWN PAYMENT	\$825.20
1807311	07/31/2018	STRIPE DASHBOARD	07/18: CREDIT CARD FEE	\$932.16

**Board of Directors**  
**September 9, 2018**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	Facilities Committee action
<b>Time Allotted</b>	5 minutes
<b>Background</b>	Early in 2018, Yu Ming received an allocation of \$7.5 million from the state of California through Prop. 51 to renovate and rebuild the “Herzog campus,” which is a former child development center owned by the Oakland Unified School District.
<b>Summary</b>	In order for Yu Ming to continue to move forward with the Prop. 51 process, the board needs to approve two agreements: the Charter School Facilities Program Memorandum of Understanding and the Charter School Facilities Program Funding Agreement. These documents detail the terms under which we will receive Prop. 51 monies from the state. After we approve, Head of School Sue Park will sign and submit to the California School Finance Authority.
<b>Type</b>	Voting
<b>Key Questions</b>	What does signing these agreements obligate Yu Ming to do? Any penalties for not moving forward with Prop. 51 project?
<b>Attachments</b>	The two agreements: Charter School Facilities Program Memorandum of Understanding and Charter School Facilities Program Funding Agreement



**CHARTER SCHOOL FACILITIES PROGRAM  
FUNDING AGREEMENT**

**Between the State of California,**

**and**

**Yu Ming Charter School (Herzog)**

**(CDS Code # 01-10017-0124172)**

**a California Charter School**

**ARTICLE I – PURPOSE**

- A. This Funding Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_, (“Effective Date”) by and between the State Allocation Board and the California School Finance Authority (individually or collectively referred to as the “State”) and the charter school identified above, as assigned by the California Department of Education, a California Charter School operating as a non-profit public benefit corporation in accordance with Education Code Section 47604 (“Charter School”). The provisions of this Agreement shall be effective from and after the Effective Date until the termination of the Agreement as provided herein.
- B. The Charter School has applied to the State for financing of its charter school facilities project (“Facilities”) under the Charter School Facilities Program (“CSFP”) established pursuant to Article 12 of Chapter 12.5 of Part 10 of the California Education Code and the regulations for its implementation provided in Title 4, Cal. Code Regs., Section 10151, et seq., and Title 2 Cal. Code Regs., Section 1859.160, et seq.
- C. The Charter School’s Facilities may involve the purchase of real property or the purchase of real property and construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property, or the construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on real property that the Charter School has acquired previously.
- D. This Agreement is being entered into in accordance with the requirements of the CSFP. To the extent the Agreement is inconsistent with or in conflict to the provisions of the CSFP and the implementing regulations, the CSFP and implementing regulations shall prevail.
- E. The terms of this Agreement may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement of the parties,

or except as otherwise permitted by law. This Agreement may be amended, or a new agreement executed, as necessary, upon the application of the Charter School and the approval by the State of a final apportionment.

## **ARTICLE II – FINANCING OF THE CHARTER SCHOOL’S PROJECT**

### **2.1 Fifty Percent Local Matching Share Obligation**

#### **A. Payments**

1. The Charter School’s Application for Preliminary, Advance, and/or Final apportionment for the Facilities has been approved by the State. The State will provide as a grant funding for fifty percent (50%) of the approved costs for the Facilities, and the Charter School is responsible for a Local Matching Share of fifty percent (50%) of the approved costs for the Facilities. The Final Apportionment Amount will be reduced by any amounts received by the Charter School through any Advance Apportionment(s). The amounts of the Preliminary, Advance and/or Final Apportionment are set forth in Exhibit “A” of this Funding Agreement.
2. The Charter School’s Final Apportionment (“Apportionment”) is contingent upon the Charter School paying its 50% Local Matching Share obligation by making payments to the State pursuant to this Agreement. The 50% grant funding does not need to be repaid.
3. The Charter School will make its payments on the Local Matching Share to the State through the use of the Intercept Mechanism as described in Section 17199.4 of the Education Code. The Charter School shall comply with all provisions in this section prior to any funds being released.
4. The Charter School will repay the Local Matching Share to the State by making monthly payment installments, in arrears, as provided for in the schedule of payments (“Payment Schedule”), developed in compliance with section 2.1(D). The amount shall include interest on the unpaid principal balance at the interest rate prescribed in Section 17078.57(a)(1)(D) and (E) of the Education Code.
5. Payments will be applied first to accrued but unpaid interest, then to the unpaid principal balance.
6. Payments may be prepaid in whole or in part at any time before the end of the payment term without penalty.
7. Payments shall be made directly to the State Allocation Board for deposit into the respective 2002, 2004, 2006, or 2016 Charter School Facilities Account, or as otherwise directed by the State in writing.

#### **B. Late Payments**

The failure to make a payment on time will cause the State to incur costs not contemplated by the parties when entering into this Agreement, the exact nature and amount of which would be extremely difficult and impracticable to ascertain.

Accordingly, on the fifteenth day after a payment is due, the Charter School may be assessed, by way of damages, a late charge in an amount equal to five percent (5%) of the past due amount. The parties agree that this late charge represents a fair and reasonable estimate of the costs incurred by the State as the result of a late payment, and the Charter School agrees to immediately pay the late charge. The State's acceptance of late charges will not constitute a waiver of default with respect to the overdue payment, and will not prevent the State from exercising any other rights available under this Agreement. The Charter School will pay a late charge only once on any late payment. The late charges will be deposited into the 2002, 2004, 2006, or 2016 Charter School Facilities Account.

#### C. Payment Period

The payment period shall commence upon the later to occur: (1) the Effective Date; or (2) after one full year of the Facilities being open and the Charter School commences its educational program ("Commencement Date"). The period shall end 30 years following the Effective or Commencement Date, or when paid in full.

#### D. Payment Schedule

1. Within thirty (30) days of the start of the Charter School's operations, the parties will execute a letter confirming the Commencement Date, the Expiration Date, the payment terms, and other such terms, including a Payment Schedule which shall be attached to this Agreement and incorporated herein as Exhibit "B".
2. The State shall establish the Payment Schedule in accordance with Education Code section 17078.57 and California Code of Regulations, title 4, Section 10160. The Payment Schedule may be amended, at the State's sole discretion, where the Charter School has demonstrated financial hardship to the State's satisfaction and the State has determined that the Charter School continues to be financially sound. The Payment Schedule shall end 30 years following the Effective or Commencement Date, or when paid in full.

#### E. Payments To Be Unconditional

Except as expressly provided for in this Agreement, any present or future law to the contrary notwithstanding, this Agreement shall not terminate, nor shall the Charter School be entitled to any abatement, suspension, deferment, reduction, setoff, counterclaim, or defense with respect to the payments, nor shall the obligations of the Charter School be affected (except as expressly permitted) by reason of:

1. any failure of the Facilities or any part thereof to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Facilities, any accident or unforeseen circumstances, or any damage to or destruction of the Facilities, or any part thereof;
2. any taking of the Facilities, or any part thereof, or interest therein by condemnation or otherwise;



3. any prohibition, limitation, restriction or prevention of the Charter School's use, occupancy or enjoyment of the Facilities, or any part thereof, or any interference with such use, occupancy or enjoyment by any person for any reason;
4. any title defect, lien or any other matter affecting title to the Facilities;
5. any eviction by paramount title or otherwise;
6. any default by the Charter School;
7. any action for bankruptcy, insolvency, reorganization, liquidation, dissolution or other proceeding relating to or affecting this Agreement or the Charter School;
8. the impossibility or illegality of performance by the Charter School;
9. any action of any governmental authority or any other person;
10. the Charter School's acquisition of ownership of all or part of the Facilities;
11. breach of any warranty or representation with respect to the Facilities;
12. any defect in the condition, quality, or fitness for use of the Facilities;
13. Any other cause or circumstance similar or dissimilar to the foregoing, and whether or not the Charter School has notice or knowledge of any of the foregoing; or
14. Notwithstanding the above, nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal.

**F. Acceptance and Application of Payment; Not Accord and Satisfaction**

1. No receipt by the State of a lesser payment than the payment required under this Agreement shall be considered to be other than on account of the earliest amount due, and no endorsement or statement on any check or letter accompanying a payment or check shall be considered an accord and satisfaction. The State may accept checks or payments without prejudice to its right to recover all amounts due and pursue all other remedies provided for in this Agreement.
2. Acceptance of monies from the Charter School after the Charter School has received notice of termination shall in no way reinstate, continue, or extend the term or affect the termination notice. The State may receive and collect any payment due, and payment shall not waive or affect any prior notice, action, or judgment.

**2.2 Conditions for Release of Funding**

The following conditions must be satisfied, and such others as may be reasonably required by the State, before the State will release any funding:

- A. The Charter School shall have satisfied all of the requirements for such funding under the CSFP and Memorandum of Understanding, including that it shall have a current, valid charter.
- B. The Charter School shall have entered into this Agreement and the State shall have received an original of this Agreement properly executed on behalf of the Charter School, with each of the Exhibits hereto properly completed.
- C. If title to the property is already held by the Charter School, the Charter School, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the school district in which the Facilities are located ("School District"), which is listed in the attached Staff Summary, Exhibit "D", and the State, which shall convey title to the real property from the Charter School to the School District as trustee on behalf of the public school system. The Charter School must notify the State and the School District when CSFP funds are received by the Charter School. Within 30 days of receipt of CSFP funds, the Charter School must provide evidence to the State that title to the real property has been transferred to the School District. If Charter School fails to meet this requirement, Charter School will be in default of this Agreement.
- D. If title to the real property is not held by the Charter School, the Charter School, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the State, which shall convey title to the real property in trust on behalf of the state public school system. The School District will accept conveyance of the good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in any other provisions of this Agreement.
- E. If the Charter School is required to have a Guarantor for its project, it shall have entered into a guaranty with an acceptable Guarantor and the State shall have received an executed original of the agreement.
- F. The State shall have received a certificate of the secretary of the Charter School as to (i) the resolution of the board of directors of the Charter School, or authorizing the execution, delivery and performance of this Agreement, (ii) the bylaws of the Charter School, (iii) signatures of the officers or agents of the Charter School authorized to execute and deliver this Agreement on behalf of the Charter School and, if applicable, attaching thereto a copy of the Charter School's certificate or articles of incorporation or partnership or limited liability company formation document certified by the Office of the Secretary of State for the State of California.
- G. Certificate of good standing issued to the Charter School by the California Secretary of State not more than 30 days prior to the Effective Date of this Agreement, if applicable.
- H. The School District shall deliver to the State a standard preliminary title report issued by a title company with respect to the Facilities, and legible copies of all documents referred to in the title report. (Exhibit "C"). The Charter School and School District shall comply with the title requirements of section 3.4 of this

Agreement, and shall provide to the State, upon request, all documents and materials relating to the Facilities and the title to the Facilities.

- I. The Charter School represents that it has a minimum debt service coverage ratio determined by the State to be sufficient, but in no event to be less than 1.0x.
- J. The Charter School represents that it is financially sound, and will demonstrate to the satisfaction of the State, its continued financial soundness. If the Charter School's chartering authority revokes or declines to renew the Charter School's charter, this Agreement will be in default and the provisions of Education Code section 17078.62 shall be invoked. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal.
- K. The Charter School shall establish and maintain a separate and distinct account for deposits of all CSFP loan proceeds.
- L. The Charter School and the School District, in whose geographical jurisdiction the Charter School is located, will enter into an agreement governing the use of the facilities ("Use Agreement"). The phrase "substantial completion of construction" shall mean that standard of construction generally recognized by California construction law. The State shall have the right to review and approve the Use Agreement if there will be any modifications to the standard provisions. The State reserves the right to communicate directly with either the Charter School or the School District regarding amendments to the Use Agreement. The Charter School shall be in full compliance with the terms of the Use Agreement.

### **2.3 Payment During Dispute Period**

Notwithstanding any dispute between the Charter School, its chartering authority, the State, or any vendor under any purchase agreement or any other person, the Charter School shall make all payments when due and shall not withhold any payments pending final resolution of a dispute, nor shall the Charter School assert any right of set-off or counterclaim against its obligation to make payments, and the Charter School waives any and all rights now or hereafter available by statute or otherwise to modify or to avoid strict compliance with its obligations under this Agreement.

### **2.4 Force Majeure**

The time for the Charter School or the State to perform any obligation or assert any right under this Agreement or the CSFP shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

### **2.5 No Debt or Liability/Obligation of the State**

- A. This Agreement shall not be deemed to constitute a debt or liability or obligation of the State or any political subdivision thereof, or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be a special obligation payable solely by the Charter School.

- B. The obligation to make payments does not constitute an indebtedness of the Charter School or its chartering authority within the meaning of any constitutional or statutory debt limitation or restriction and in all cases shall be made solely from legally available funds.
- C. The parties intend that the obligations of the Charter School shall be covenants, agreements and obligations that are separate and independent from any obligations of the State, and shall continue unaffected unless modified or terminated in accordance with an express provision of this Agreement.

### **ARTICLE III – CHARTER SCHOOL’S FACILITY**

#### **3.1 Utilization of Apportionment for Facility**

The Charter School agrees to utilize its apportionment for purposes consistent with the CSFP, and for the acquisition of real property and the installation, construction, retrofitting and improvement of said real property in order to allow a charter school educational program to be conducted. To the extent that the apportionment is insufficient in any way, the Charter School must pay additional amounts as necessary to complete the acquisition, installation, construction, retrofitting and improvement of the Facilities and to ensure that all elements of the Facilities, including the property and improvements, are operational. The State shall have no obligation to provide additional funding beyond the apportionment provided for in this Agreement.

#### **3.2 Use of Facilities for Charter School**

- A. The Charter School may use and occupy the Facilities during the term of the Agreement solely for the operation of a charter school, as authorized under the California Education Code and subject to the terms of the Use Agreement. The foregoing statement shall not constitute a representation or guaranty that the operation of a charter school may be conducted in the Facilities or is lawful or permissible under any certificates of occupancy issued for the Facilities, or is otherwise permitted by law. Use of the Facilities shall in all respects comply with all applicable legal requirements.
- B. The general terms of the Charter School’s use of the Facilities shall be governed by the Use Agreement between the Charter School and the School District.
- C. Prior to commencing operations in the school, the Charter School shall provide the State and the School District with a copy of a valid certificate of occupancy issued by the appropriate governmental agency for the Facilities, if applicable, or the equivalent issued by the California Division of the State Architect.
- D. In the event the Charter School no longer is using the Facilities, the usage and priority provisions of Education Code section 17078.62 shall apply. The Charter School shall reasonably cooperate and assist with any transition that may take place pursuant to the priority provisions.
- E. The State and School District shall not have any obligation for construction work or improvements on or to the Facilities. The Charter School has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this Agreement. The Charter School is thoroughly familiar with all

aspects of the Facilities and is satisfied that they are in an acceptable condition and meet its needs.

- F. The Charter School, its officers, members, partners, agents, employees and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, culture, physical disability (including HIV and AIDS), mental disability, medical condition (cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. The Charter School, its officers, members, partners, agents, employees and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.).

### **3.3 Facility Location and Suitability**

- A. The Charter School's Facilities are located in the county listed in the attached Staff Summary, Exhibit "D" of this Funding Agreement, and are more particularly described in the "Project Description" section of the summary.
- B. The property is physically located within the geographical jurisdiction of the School District in which the Facilities are located, which is listed in Exhibit "D", and the school attendance area generating eligibility for funding, if applicable.
- C. The Charter School has satisfied itself as to the suitability of the Facilities by its own inquiries and tests. The Charter School shall, by entering into and occupying the Facilities, be deemed to have accepted the Facilities and to have acknowledged that they are in good order, condition and repair.

### **3.4 Title to the Facilities**

- A. The School District has obtained or will obtain upon release of funds from the State, good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in the title report on the terms and conditions of this Agreement. The Charter School agrees to obtain and transfer title in accordance with the requirements of Article III Section A of the Memorandum of Understanding.
- B. Title to the Facilities shall be conveyed to, and vested in trust for the benefit of the California State public school system.
- C. The Charter School and School District will at all times protect and defend, at its own cost and expense, the title from and against all claims, liens and legal processes of creditors, and keep all the Facilities and the title free and clear of all such claims, liens and processes except for the liens created or expressly permitted by the Security Provisions of this Agreement and the CSFP.
- D. Any sale, contract to sell, option to purchase, conveyance or other transference of the Facilities must first be approved by the State in writing.

- E. The Charter School will execute, acknowledge and record all documents, certificates and agreements, including without limitation any grant deed, bill of sale or assignment as necessary to effectuate a transfer to the School District title to the Facilities, as provided herein, and provide copies of all documents, certificates and agreements to the State as required by this Agreement or as otherwise requested by the State.

### **3.5 Insurance Requirements**

#### **A. Types of Insurance**

1. The Charter School shall, at its sole cost and expense, obtain and maintain at all times during the construction and occupancy of the Facilities, the following types of insurance on the Facilities, naming the State and School District loss payee and additionally insured:
  - a. All Risk (special-causes-of-loss) property and fire insurance (with extended coverage endorsement including malicious mischief and vandalism and sprinkler leakage).
  - b. Commercial general liability insurance (broad form) covering claims for bodily injury, personal injury, death and property damage based on or arising out of the ownership, use, occupancy or maintenance of the Facilities and all areas appurtenant thereto.
  - c. Rental value insurance.
  - d. Worker's compensation insurance
  - e. Other types of insurance or endorsements to existing insurance as may be reasonably required from time to time by the School District or the State.
- B. The Charter School shall not do anything, or permit anything to be done, in or about the Facilities that would: (i) invalidate or be in conflict with the provisions of or cause any increase in the applicable rates for any fire or other insurance policies covering the Facilities (unless it pays for such increased costs); (ii) result in a refusal by insurance companies of good standing to insure the Facilities in amounts reasonably satisfactory to the School District; (iii) result in injury to any person or property by reason of the Charter School's operations being conducted in the Facilities; or (iv) result in the cancellation of or assertion of any defense by the insurer to any claim under any policy of insurance maintained by or for the benefit of the School District.
- C. The Charter School, at its own expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body that shall hereafter perform the function of such Association.
- D. All of the insurance policies required shall be issued by corporate insurers licensed or qualified to do business in the State of California and rated A:X or better by A.M. Best Company, and shall be in form acceptable to the School District and the State.

- E. All certificates of insurance shall be delivered to the School District and the State, along with evidence of payment in full of all premiums required. All such certificates shall be in form acceptable to the State and School District and shall require the insurance company to endeavor to give to the State and School District at least thirty (30) days' prior written notice before canceling the policy for any reason. Certificates evidencing all renewal and substitute policies of insurance shall be delivered to the State and School District, along with evidence of the payment in full of all premiums, at least thirty (30) days before termination of the policies being renewed or substituted.
- F. The State and School District shall be entitled to assignment and payment of all claims, causes of action, awards, payments, proceeds and rights to payment arising under or derived in connection with any insurance policy required to be maintained by the Charter School and any other insurance policies payable because of loss sustained to all or part of the Facilities, together with all interest which may accrue on any of the foregoing, provided, however, if the loss sustained to the Facilities can be repaired or constructed with the proceeds of the insurance policy (plus any additional funds needed and supplied by the Charter School), then, provided the Charter School is not in default hereunder, upon request of the Charter School, the proceeds of the insurance policy and such additional funds may be used for such repair and reconstruction of the Facilities, if agreed to by the State and the School District.
- G. The State and the School District shall immediately be notified in writing if any damage occurs or any injury or loss is sustained to all or part of the Facilities, or any action or proceeding relating to any such damage, injury or loss is commenced. The State and the School District may, but shall not be obligated to, in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Facilities, and may make any compromise or settlement of the action or proceeding, provided that no compromise or settlement of any action or proceeding that materially affects the Charter School shall be entered into or agreed to without the Charter School's prior written consent, which may not unreasonably be withheld.
- H. Waiver of Subrogation
  - 1. Notwithstanding anything to the contrary in this Agreement, the Charter School releases the School District and the State and their respective agents, employees, successor, assignees and subtenants from all liability for injury to any person or damage to any property that is caused by or results from a risk (i) which is actually insured against, to the extent of receipt of payment under such policy (unless the failure to receive payment under any such policy results from a failure of the Charter School to comply with or observe the terms and conditions of the insurance policy covering such liability, in which event, such release shall not be so limited), (ii) which is required to be insured against under this Agreement, or (iii) which would normally be covered by the standard form of "all risk-extended coverage"

casualty insurance, without regard to the negligence or willful misconduct of the entity so released.

2. The Charter School shall obtain from its insurers under all policies of fire, theft, and other property insurance maintained by it at any time during the term insuring or covering the Facilities, a waiver of all rights of subrogation which the Charter School's insurers might otherwise, if at all, have against the State and School District, and the Charter School shall indemnify the State and School District against any loss or expense, including reasonable attorneys' fees, resulting from its failure to obtain such waiver.
- I. No approval by the School District or the State of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the State of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible and the Charter School assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers.
- J. The Charter School is liable for all duties and obligations with respect to its purchase and development of the Facilities, and it shall bear the risk of any loss or claim relating to the Facilities. The State and the School District shall assume no liability or risk of loss.

### **3.6 Consent for Assignment**

- A. The State's and the School District's (in accordance with the California Education Code) written consent shall be required before the Charter School may directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of its interest in or rights with respect to the Facilities or permit all or any portion of the Facilities to be occupied by anyone other than itself or sublet all or any portion of the Facilities. Such consent shall not be unreasonably withheld. No sublease or assignment nor any consent by the State and the School District shall relieve the Charter School of any obligation to be performed under this Agreement or under the CSFP.
- B. The Charter School shall not be permitted to assign any of its rights or liabilities under this Agreement without the written consent of the State. A transfer of control shall be deemed to have occurred if there shall be any of the following: (i) a transfer of the ultimate beneficial ownership of fifty percent (50%) or more of the equity or other ownership interests in the Charter School or of any class of equity interests in the Charter School, including, without limitation, by the issuance of additional shares or other equity interests or other ownership interests in the Charter School, (ii) a transfer of the right to receive fifty percent (50%) or more of any category of distributions made by the Charter School, or (iii) a transfer of the right to direct the management, policies or operations of the Charter School, by contract or otherwise.
- C. Except as provided in Education Code Section 17078.62, in no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this



Agreement or any rights or privileges hereunder be an asset of the Charter School under any bankruptcy, insolvency, reorganization or other debtor relief proceedings.

#### **ARTICLE IV – REPORTING**

A. The Charter School shall:

1. Report to the State any material adverse change in its financial and/or operational condition that could adversely affect its ability to make its payments under this Agreement and the CSFP;
2. Report to the State if the Charter School's charter has been revoked or has not been renewed within 30 days of notification of such action, including providing a copy of the document provided by the chartering authority notifying the Charter School of such action;
3. Provide audited financial statements within 120 days of the end of each fiscal year. Charter School may submit a written request for an extension from the State;
4. Notify the State when the Charter School incurs any borrowing of \$50,000 or more, with a duration of over one year. At its discretion, the State may conduct a financial soundness review; and
5. Comply with the State's requirements for reporting any civil or criminal matters.
6. Provide to the California School Finance Authority quarterly reports detailing all disbursements and interest earned as it relates to the separate CSFP account referenced in section 2.2, item 10 of the Funding Agreement.

#### **ARTICLE V – DEFAULT AND REMEDIES**

##### **5.1 Events of Default**

The occurrence of any of the following shall constitute a "Default" or "Event of Default" under this Agreement:

- A. Failure by the Charter School to commence to use and occupy the Facilities for the operation of a charter school within one (1) year of receipt of the certificate of occupancy.
- B. Failure by the Charter School to make any payment when due, and such failure continues for a period of thirty (30) calendar days after receiving written notice by the State;
- C. Failure by the Charter School to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required, and where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State;
- D. Failure by the Charter School to provide reasonable evidence of compliance with all legal requirements whether expressly stated under this Agreement or otherwise imposed by the State under the CSFP or other applicable law, or failure to observe

or perform any other applicable covenant, condition or agreement, where such failure continues for thirty (30) calendar days after receiving written notice by the State. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days;

- E. The Charter School shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Charter School shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Charter School, as the case may be, where possession is not restored in sixty (60) calendar days; or the Charter School shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Charter School (unless, in the case of a petition filed against the Charter School, the same is dismissed in sixty (60) days) or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the Charter School's Facilities; provided, however, in the event that any provision of this paragraph is contrary to any applicable law, it shall be of no force and effect, and not affect the validity of the remaining provisions;
- F. The determination by the State that any material representation or warranty made by the Charter School was untrue in any material respect when made;
- G. The Charter School's charter is not renewed or is revoked, or the Charter School ceases to use the Facilities for a charter school purpose. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal;
- H. The Charter School shall abandon the Facilities; and/or
- I. If the performance of the payment obligations of the Charter School is guaranteed, the actual or anticipatory failure or inability, for any reason, of the Guarantor to honor the guarantee as required, and the Charter School's failure to provide written alternative assurance or security, which when coupled with the Charter School's then-existing resources, equals or exceeds the combined financial resources that existed at the time this Agreement is executed. The Charter School shall have sixty (60) calendar days following written notice by the State, to provide the written alternative assurance or security.
- J. Failure by the School District to acquire title of the Facilities as required prior to release of certain funds under Education Code Section 17078.63 or within 30 days of receipt of CSFP funds for site acquisition or final apportionment.

## **5.2 Remedies on Default**

- A. The parties acknowledge and agree that this Agreement represents a unique situation that is not limited by the landlord's remedies provided by Sections 1951.2 and 1951.4 of the California Civil Code. Whenever any Event of Default shall have occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued:
1. If the Event of Default is solely because the charter authority has revoked or declined to renew the Charter School's charter, the Charter School shall remain liable for the performance of all of the obligations of the Charter School including, without limitation, the obligation to make payments to the State when due, so long as the Charter School continues to use and occupy the Facilities.
  2. On the termination of this Agreement for any reason, any steps the School District takes to comply with Education Code section 17078.62 shall in no way release the Charter School from its payment obligations that accrued prior to the last date upon which the Charter School had beneficial ownership and use of the facility ("Termination Date") or from the Charter School's obligation for any holdover. Assumption of this Agreement shall in no way release the Charter School from its payment obligations that accrued prior to the Termination Date or from the Charter School's obligations for any holdover.
  3. The State may proceed by appropriate court action to enforce specific performance by the Charter School of its covenants under this Agreement and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due payments together with interest and late charges, and all other sums due the State. The Charter School shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs.
- B. In the event of the Charter School's default, the State shall have the right to recover from the Charter School via the intercept mechanism described in Section 17199.4 of the Education Code via the intercept mechanism described in Section 17199.4 of the Education Code (i) the amount of all unpaid payments or other obligations (whether direct or indirect owed by the Charter School to the State), if any, which are then due and owing, together with interest and late charges, and (ii) any other amounts due from the Charter School to the State, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable by the Charter School to the State.
- C. Notwithstanding anything to the contrary, the State may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights with respect to this Agreement or the Facilities, and the Charter School, as applicable, shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs as provided in this Agreement or as otherwise permitted by law.

- D. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required under this Agreement. All remedies herein conferred upon or reserved to the parties shall survive the termination of this Agreement.
- E. No waiver of any provision of this Agreement shall be implied by any failure to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver of any provision of this Agreement must be in writing and will affect only the provision specified and only for the time and in the manner stated in the writing.
- F. The State, in its discretion, may provide the Charter School the opportunity to cure Default for up to a thirty (30) calendar day period. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.

## ARTICLE VI – RELEASE OF LIABILITY AND INDEMNIFICATION

### 6.1 No Liability

- A. To the fullest extent permitted by law, the Charter School, on its behalf and on behalf of its officers, members, partners, agents, employees, and contractors, waives all claims it may have now or in the future (in law, equity, or otherwise) against the State, officials, directors, officers, attorneys, accountants, financial advisors, staff and employees arising out of, knowingly and voluntarily assumes the risk of, and agrees that the State shall not be liable for any of the following:
  - 1. Injury to or death of any person; or
  - 2. Loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential, incidental, punitive or penal or resulting damage of any kind from any cause.
- B. The State shall not be liable under this clause regardless of whether the liability results from any active or passive act, error, omission, or negligence of any party; or is based on claims in which liability without fault or strict liability is imposed or sought to be imposed.
- C. The State shall not be liable for any latent, hidden, or patent defect of the Facilities, or any part thereof, or any failure of the Facilities or any part thereof to comply with any legal requirement.

## **6.2 No Representations/Warranties**

The Charter School does not rely on, and the State does not make any express or implied representations or warranties as to any matters including, without limitation, (a) the physical condition of the Facilities, (b) the existence, quality, adequacy or availability of utilities serving the Facilities, (c) the use, habitability, merchantability, fitness or suitability of the Facilities for the intended use, (d) the likelihood of deriving business from the location or the economic feasibility of the business, (e) Hazardous Materials on, in under or around the Facilities, (f) zoning, entitlements or any laws, ordinances or regulations which may apply to the use of the Facilities, or (g) any other matter relating to the Facilities.

## **6.3 Release of All Claims and Demands**

The Charter School releases the State from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School or any of its employees or agents may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to or in any way connected with Hazardous Materials presently in, on or under, or now or hereafter emanating from or migrating onto or under the Facilities. In connection with such release, the Charter School hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

## **6.4 Indemnification**

- A. To the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the State harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from: (a) any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of this Agreement on the Charter School's part to be observed or performed; (b) the construction, operation, maintenance, alteration, use or occupancy of the Facilities by the Charter School; (c) the condition of the Facilities, and any occurrence on the Facilities, from any cause whatsoever; (d) any acts-omissions or negligence of the Charter School, its employees, agents or contractors in, on or about the Facilities; and (e) any breach in the Charter School's representations or warranties provided under this Agreement.
- B. The indemnification provided in this section shall apply regardless of the active or passive negligence of the State and regardless of whether liability without fault or

strict liability is imposed or sought to be imposed; provided, however, that the right of indemnification shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a claim was proximately caused by gross negligence or willful misconduct.

- C. In case any action or proceeding be brought, made or initiated against any of the State relating to any matter covered by the Charter School's indemnification obligations, the Charter School, shall at its sole cost and expense, resist or defend such claim, action or proceeding by counsel approved by the State. Notwithstanding the foregoing, the State may retain its own counsel to defend or assist in defending any claim, action or proceeding, and the Charter School shall pay the reasonable fees and disbursements of such counsel. The Charter School's obligations to indemnify the State shall survive the expiration or earlier termination of this Agreement. The State is an intended third-party beneficiary of this article, and shall be entitled to enforce the provisions hereof.
- D. The Charter School's obligation to indemnify the State may not be construed or interpreted as in any way restricting, limiting, or modifying the Charter School's insurance or other obligations under this Agreement and is independent of the Charter School's insurance and other obligations. The Charter School's compliance with the insurance requirements and other obligations under this Agreement shall not in any way restrict, limit or modify the Charter School's indemnification obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement on the dates set forth below adjacent to their respective signatures. The effective date of this Funding Agreement shall be the last date set forth below.

THE STATE:

STATE ALLOCATION BOARD:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CALIFORNIA SCHOOL FINANCE AUTHORITY:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Katrina Johantgen

Title: Executive Director

THE CHARTER SCHOOL:

**YU MING CHARTER SCHOOL (HERZOG)**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**  
**Schedule of Apportionments**

Apportionment	Date	Amount
Preliminary		
Advance		
Final		



**Exhibit B**  
**Payment Schedule**

**Exhibit C**  
**Title Documentation**

**Exhibit D**  
**Staff Summary**

**CHARTER SCHOOL FACILITIES PROGRAM  
MEMORANDUM OF UNDERSTANDING**

**By and Among:**

**Yu Ming Charter School (Herzog),  
(CDS Code # 01-10017-0124172)  
a California Charter School**

**and**

**Oakland Unified School District,  
a California Public School District;**

**and**

**The State of California,  
State Allocation Board and California School Finance Authority**

**ARTICLE I – PURPOSE AND LIMITATION**

- A. This Memorandum of Understanding (“MOU”) is made and entered into as of \_\_\_\_\_, (“Effective Date”) by and among the State Allocation Board and the California School Finance Authority (individually or collectively referred to as the “State”); the charter school identified above, a California Charter School operating as a non-profit public benefit corporation, in accordance with Education Code Section 47604 (“Charter School”); and the California Public School District identified above (“School District”). The provisions of this MOU shall be effective from and after the Effective Date and shall continue until all duties and obligations of the parties, as stated in this MOU, are carried out.
- B. The Charter School has applied to the State for financing of its charter school facilities project (“Facilities”) under the Charter School Facilities Program (“CSFP”) established pursuant to Article 12 of Chapter 12.5 of Part 10 of the California Education Code and the regulations for its implementation provided in Title 4, Cal. Code Regs., Section 10151, et seq., and Title 2 Cal. Code Regs., Section 1859.160, et seq., attached hereto and incorporated by reference. A copy of the Funding Agreement is attached as Exhibit “A”. A copy of the Authority’s Staff Summary is attached to the Funding Agreement as Exhibit “D” and incorporated herein by reference as a means of defining the Facilities.

- C. This MOU is intended to tie together two (2) separate legal agreements: (i) a Funding Agreement by and between the State and the Charter School; and (ii) a Facilities Use Agreement by and between the School District and the Charter School. In accordance with the CSFP, the State is the lender of certain monetary funds to the Charter School to enable the Charter School to acquire real property and/or construct improvements thereon. This loan transaction is set forth in the Funding Agreement of which the School District is not a party to because it is not a lender and does not have obligations under said Funding Agreement. In accordance with Section 17078.57(a)(3)(A) of the California Education Code, the School District must hold title to the Facilities, acquired with the funds loaned by the State under the CSFP, in trust for the benefit of the state public school system. Pursuant to the CSFP, the School District as the holder in trust of the Facilities must provide the use of the Facilities to the Charter School for a charter school educational program and, hence, is the basis for the Facilities Use Agreement between the School District and the Charter School.

A copy of the Funding Agreement, attached hereto as Exhibit "A", and the School District's Facilities Use Agreement, attached hereto as Exhibit "B", are incorporated into this MOU solely for the purpose of setting forth the separate instruments for this transaction and not for the purpose of making the State a party to the Facilities Use Agreement and the School District a party to the Funding Agreement. This MOU, the Funding Agreement and the Facilities Use Agreement (collectively, the "Agreements") set forth the entire agreements between the parties regarding the loan of funds and use of the real property pursuant to the CSFP. There are no understandings, agreements, representations, or warranties, express or implied, not specified herein regarding this MOU, the Funding Agreement and the Facilities Use Agreement; provided, that in the event any portion of this MOU, the Funding Agreement and/or the Facilities Use Agreement is held unenforceable by a court of competent jurisdiction, the remainder of the applicable agreement shall remain in full force and effect and shall not nullify the intent of the CSFP

- D. This MOU is being entered into in accordance with the requirements of the CSFP. To the extent this MOU is inconsistent or in conflict with the provisions of the CSFP and the implementing regulations, the CSFP and implementing regulations shall prevail.
- E. Notwithstanding any provision contained herein, the duties and obligations of the State and the School District shall be limited to the following:
1. The State. The State shall be responsible to administer the CSFP and determine eligibility of and compliance by the Charter School to the requirements of the CSFP. The School District shall have no duty or obligation to administer, monitor or enforce any requirements imposed upon the Charter School under the CSFP.
  2. The School District. The School District's duties and obligations under the CSFP shall be limited to the following:

- a. Accept title to the Facilities, as defined below, as trustee for the State of California public school system. Title shall be conveyed by an instrument acceptable to the School District; and
- b. In the event the Charter School, or any subsequent charter school, ceases to use the Facility or an Event of Default occurs, the School District shall observe the requirements of Section 17078.62 of the California Education Code as set forth in Section 4.2 below.

Other than the duties set forth in this Article I, E(2), no duties or responsibilities shall be imposed upon the School District as the result of it holding title to the Facility in trust for the California public school system except for that which is expressly contained in this Agreement.

3. Securing Approvals, Permits and Other Entitlements. Notwithstanding State supplied bond funds, the State and the School District shall have no duty or obligation to secure, or expend funds or incur costs to secure, any approvals, permits and other entitlements for the Facility and operation of the Charter School. This limitation on duty and obligation shall apply to any repair, maintenance, modification, renovation, addition, expansion, re-construction or re-habilitation occurring after the completion of initial construction of the Facility ("Future Work").
4. Construction. The State and the School District shall have no duty or obligation to construct all or any portion of the Facility or any Future Work. In the event of abandonment or any failure to complete the construction of the Facility or any Future Work for any reason, the School District, as trustee, will secure the site while it observes the requirements of Section 4.2 below.
5. Additional Funds. Other than the grant and the loan approved and provided under the CSFP, the State shall not be obligated to provide additional funds or financing for the planning, design, construction (including change orders and completion of construction), operation or maintenance of the Facility. The School District, by virtue of holding title to the Facility as trustee for the California public school system, shall not be obligated to provide additional funds or financing for the planning, design, construction (including change orders and completion of construction), operation or maintenance of the Facility.
6. Cooperation. In the event Charter School fails to complete construction or rehabilitation of the Facilities for any reason or fails to operate a school at the Facilities for any reason, the School District agrees that as the owner in trust of the Facilities for the public school system, the School District shall cooperate with the State in its efforts to complete the construction of the Facilities or its effort to have a charter school operate from the Facilities; provided, that nothing in this MOU, the Funding Agreement, if applicable, and the Facilities Use Agreement shall require the School District to incur

any costs or liabilities, or increase the School District's duties, obligations or exposure to liability, unless agreed to in writing by the School District.

## **ARTICLE II – FINANCING OF THE CHARTER SCHOOL'S PROJECT**

### **2.1 Fifty Percent Local Matching Share Obligation**

- A. The Charter School's Application for preliminary apportionment for the Facilities has been approved by the State. The Charter School's Apportionment ("Apportionment") is contingent upon the Charter School paying its 50% Local Matching Share obligation, which will be paid to the State by way of payments pursuant to the Funding Agreement.
- B. The Charter School's Application for a preliminary, advance, or final apportionment for the Facilities has been approved by the State. The State will provide as a grant funding for fifty percent (50%) of the approved costs for the Facilities and the Charter School will be responsible for fifty percent (50%) of the approved costs for the Local Matching Share for the Facilities. The Final Apportionment Amount will be reduced by any amounts received by the Charter School through an Advance Apportionment(s). The amounts of the Preliminary, Advance, and Final Apportionments are set forth in Exhibit "A" of the Funding Agreement.
- C. The Charter School will receive initial funding from the State for the local matching share, less any lump sum payments made by, or on behalf of, the Charter School.

### **2.2 Conditions for Release of Funding**

The following conditions must be satisfied before the State will release funding:

- A. The Charter School shall comply with all funding release conditions contained in the Funding Agreement to the satisfaction of the State.
- B. The Charter School has agreed to utilize its Apportionment for purposes consistent with the CSFP, and consistent with the purposes for which it was approved. The Charter School shall comply with any and all requirements and conditions imposed upon it for the development and operation of the Facilities by any applicable governmental agency.
- C. Each party is duly authorized to execute, deliver, and perform this MOU, the Funding Agreement, as applicable to the appropriate parties, and the Facilities Use Agreement, as applicable to the appropriate parties.
- D. Pursuant to the provisions in Education Code Section 17199.4, the charter school's governing board approves the use of the intercept mechanism to make CSFP payments to the State. Evidence of filing of the intercept notice pursuant to 17199.4 in a form satisfactory to the Authority.

### **2.3 Charter School Facilities**

- A. The Charter School's Facilities includes the real property and all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property, and built or acquired with State funds, as described in its application for funding under CSFP.

- B. The Charter School's Facilities are located or will be located within the boundaries of the School District identified above in the city and county as in Exhibit "D" of the Funding Agreement.
- C. The Facilities are physically located within the geographical jurisdiction of the School District and the school attendance area generating eligibility for funding, if applicable.
- D. The Charter School has satisfied itself as to the suitability of the Facilities by its own inquiries and tests. The Charter School shall, by entering into and occupying the Facilities, be deemed to have accepted the Facilities and to have acknowledged that they are in good order, condition and repair.
- E. The Charter School represents and warrants that it, by and through its officers, employees, agents and consultants, has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this Agreement. The Charter School is thoroughly familiar with all aspects of the Facilities and is satisfied that they are in an acceptable condition and meet its needs. The Charter School is solely responsible for identifying the real property, evaluating the condition of the title and suitability of the land for the Charter School's intended purpose, and negotiating and closing the acquisition of the real property. In addition, the Charter School is solely responsible for the construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the real property

The State and/or the School District shall not have any obligation for construction work or improvements on or to the Facilities, to insure completion of construction, or provide additional funding in the event the Charter School determines it has insufficient funds to complete construction or operate the charter school. Pursuant to the CSFP, the School District is obligated to take title to the Facilities in trust for the benefit of the state public school system but such obligation does not make the School District a guarantor or warrantor of the Facilities and shall not impose any duty upon the School District to administer or oversee the construction of the Facilities by the Charter School, or in the event of any default prior to completion of construction, demolish all or any portion of the Facilities.

## **2.4 Payment**

- A. The Charter School shall make payments to the State, as provided in the Funding Agreement in satisfaction of the requirements of the CSFP.
- B. This MOU, the Funding Agreement and the Facilities Use Agreement shall not be deemed to constitute a debt or liability or obligation of the State, the School District, or any political subdivision thereof, or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be a special obligation payable solely from the payments made by the Charter School. The obligation to make payments does not constitute an indebtedness of the Charter School or the School District, within the meaning of any constitutional or statutory debt limitation or restriction and in all cases shall be made solely from legally available funds.



- C. Pursuant to the provisions in Education Code Section 17199.4, the Charter School's governing board approves the use of the intercept mechanism to make CSFP payments to the State.

### **ARTICLE III – SECURITY PROVISIONS**

- A. If title to the real property is already held by the Charter School:

1. the Charter School, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the School District and the State, which shall convey title to the real property from the Charter School to the School District as trustee on behalf of the state public school system. The Charter School will convey to and the School District will accept conveyance of the good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in any other provisions of this MOU. Prior to release of final apportionment, the Charter School must provide evidence to the State that title to the real property has been transferred to the School District. If Charter School fails to meet this requirement, Charter School will be in default of this MOU.
2. The Charter School shall provide proof satisfactory to the State and the School District that all liens and encumbrances that may arise from the construction of the Facilities have been released and/or satisfied.
3. The Charter School shall submit to the State and the School District for its review and acceptance a title report and a copy of each instrument listed in said title report. The title report shall be issued no more than thirty (30) calendar days prior to the date of submittal.
4. The Charter School shall provide to the State and the School District for its review and acceptance an American Land Title Association ("ALTA") survey which together with (3) above, shall be sufficient for the Charter School,, at its sole cost and expense, shall provide the School District with a ALTA owner's policy for the benefit of the School District and the State.

- B. If title to the real property is not held by the Charter School, the School District, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the State, which shall convey title to the real property in trust on behalf of the state public school system. The School District will accept conveyance of the good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in any other provisions of this MOU.

- C. The School District shall provide to the State for its review and files the original Final California Department of Education ("CDE") approval subject to waivers and/or exemptions to the use of real property as a school facility; provided, that if CDE has provided the Charter School any waivers and/or exemptions the Charter

School shall obtain from CDE and provide to the School District a valid assignment of such waivers and/or exemptions. The purpose of the assignment is to ensure that the conveyance of fee title from the Charter School to the School District will not result in a situation whereby the Facilities then become non-compliant because of the transfer of fee simple title to the School District due to those requirements and standards that are typically imposed upon the School District.

- D. The School District shall provide to the State for its files the original “No Further Action” or “Further Action Letter” from the California Department of Toxic Substance Control (“DTSC”); provided, that if DTSC has issued a Further Action Letter, the Charter School shall provide to the School District proof satisfactory to the School District that all requirements of the Further Action Letter have been satisfied. Simultaneously with the delivery of the foregoing, the Charter School shall deliver to the State a copy of the documents delivered to the School District.
- E. The School District shall provide to the State for its review and files the final approval issued by DTSC for the final Preliminary Environmental Assessment (“PEA”) for the real property, if applicable.
- F. The School District shall provide to the State for its files the final approval of any applicable Federal, State, City or County agency necessary for the acquisition and construction of the Facilities, and the operation of the Facilities for an educational program conducted by the Charter School. As an example, and not as means of limitation, a charter school may require approval from the California Coastal Commission if a project will be located within its jurisdiction.
- G. Simultaneously with the delivery of the documents and instruments required in this Article III.A, the Charter School shall deliver to the State a copy of the same documents and instruments delivered to the School District.
- H. Title to the Facilities shall be conveyed to the School District by a grant deed or bill of sale, if applicable, agreed to and accepted by the School District. Title to the Facilities shall be held solely by the School District in whose boundaries the Facilities are to be located, in trust, for the benefit of the state public school system.
- I. Any person or entity providing a substantial contribution that is applied to the costs of the project in excess of the state share and the local matching share may be granted a security interest, as approved and memorialized in a written instrument executed by the State, to be satisfied from the proceeds, if any, realized when the property is ultimately disposed of. If the contribution was made for the explicit purpose of purchasing any asset with a normal life expectancy of less than twenty years, the security interest will be adjusted to reflect the depreciation of the assets. Contributions used solely to assist the applicant in meeting its local matching share shall not be entitled to a security interest. Where a contribution results in total project funding beyond the state and local matching shares, the contributor’s security interest shall be limited to the amount in excess of the state share and local matching share.
- J. If a default occurs and all payments have not been made, the security interest of any person or entity providing a substantial contribution to the costs of the project

shall be satisfied only after the account is reimbursed for any remaining unpaid local matching share and the School District has been reimbursed for any costs and expenses incurred, if any, as the result of such default.

K. Simultaneously with the execution of the Grant Deed, the Charter School and the School District shall enter into a Facilities Use Agreement, Exhibit "B". This Facility Use Agreement shall contain as standardized provisions the following, which must be addressed to the satisfaction of the State:

1. The acquisition and maintenance of all required licenses or permits. Any costs associated with licenses or permits shall not become an obligation of the State.
2. The payment of all fees, and public charges of whatever nature accessed against the Facilities, including the payment of all taxes, and costs associated with telephone, water, sewer, gas, heat, electricity, garbage disposal, trash disposal, and all other services and utilities. Such fees and charges shall not become an obligation of the State.
3. Prohibited uses of the Facilities, and provisions for the maintenance and repair of the Facilities. The State shall not under any circumstance be required to make any improvements or install any equipment on the Facilities, make any repairs, alterations or replacements of any nature to the Facilities, make any expenditures whatsoever in connection with this MOU or maintain the Facilities in any manner. The State shall not be required to maintain, repair or rebuild all or any part of the Facilities, and the Charter School or School District waive the provisions of Civil Code Sections 1941 and 1942 and any other law that would require the maintenance of the Facilities in a leasable condition or would provide the School District with the right to make repairs and deduct the cost of those repairs from its payments.
4. The handling of hazardous materials.
5. Insurance requirements, in addition to those specified in this MOU, for all risk (special-causes-of-loss) property and fire insurance; commercial general liability insurance; rental value insurance; worker's compensation insurance; flood and earthquake insurance as necessary; and such other types of insurance or endorsements to existing insurance as may be required by the School District.

#### **ARTICLE IV – DEFAULT AND REMEDIES**

##### **4.1 Events of Default**

The occurrence of any of the following shall constitute a "Default" or "Event of Default" under this Agreement:

- A. Failure by the Charter School to commence to use and occupy the Facilities for the operation of a charter school within one (1) year of receiving the certificate of occupancy issued by the Division of the State Architect.

- B. Failure by the Charter School to make any payment when due where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State or the School District;
- C. Failure by the Charter School to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required by the Funding Agreement and the Facilities Use Agreement, and where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State or the School District.
- D. Failure by the Charter School to provide reasonable evidence of compliance with all requirements whether expressly stated in this MOU, the Funding Agreement, or the Facilities Use Agreement or otherwise imposed by the State under the CSFP or other applicable law or failure to observe or perform any other applicable covenant, condition, or agreement, where such failure continues for thirty (30) calendar days after receiving written notice of the failure. If thirty (30) calendar days is insufficient and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days;
- E. The Charter School shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Charter School shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Charter School, as the case may be, where possession is not restored in sixty (60) calendar days; or the Charter School shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Charter School (unless, in the case of a petition filed against the Charter School, the same is dismissed in sixty (60) days) or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the Charter School's Facilities; provided, however, in the event that any provision of this paragraph is contrary to any applicable law, it shall be of no force and effect, and not affect the validity of the remaining provisions;
- F. A determination is made by the State that any representation or warranty made by the Charter School was untrue in any material respect when made;
- G. The Charter School's charter is not renewed or is revoked, or the Charter School ceases to use the Facilities for a charter school purpose. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal;
- H. The Charter School shall abandon the Facilities or breach the Facilities Use Agreement; and/or

- I. If the performance of the payment obligations of the Charter School is guaranteed, the actual or anticipatory failure or inability, for any reason, of the Guarantor to honor the guarantee as required, and the Charter School's failure to provide written alternative assurance or security, which when coupled with the Charter School's then-existing resources, equals or exceeds the combined financial resources that existed at the time this Agreement is executed. The Charter School shall have sixty (60) calendar days following written notice by the State, to provide the written alternative assurance or security.
- J. If an Event of Default occurs and the Charter School continues to occupy and/or possess the Facilities, the Charter School shall remain liable for the performance of all of the obligations of the Charter School under and subject to the Funding Agreement and the Facilities Use Agreement, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- K. Failure by the School District to acquire title of the Facilities as required prior to release of certain funds under Education Code Section 17078.63 or within 30 days of receipt of CSFP funds for site acquisition or final apportionment.

#### **4.2 Remedies on Default**

The parties acknowledge and agree that this MOU, the Funding Agreement and the Facilities Use Agreement represent a unique situation that is not limited by the standard landlord's remedies provided by Sections 1951.2 and 1951.4 of the California Civil Code. The parties agree that if any Event of Default shall have occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued:

- A. If an Event of Default occurs and the Charter School continues to occupy and/or possess the Facilities, the Charter School shall remain liable for the performance of all of the obligations of the Charter School under and subject to the Funding Agreement, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- B. If the Event of Default is solely because the Charter School's chartering authority has revoked or declined to renew the Charter School's charter, in accordance with Section 17078.62(b)(1) of the Education Code, the Charter School shall.
  - 1. have that time period specified in Section 17078.62 of the Education Code, as may be amended, to complete the review process contemplated in Section 47607 or 47607.5 of the Education Code, as may be amended; and
  - 2. so long as the Charter School continues to use and occupy the Facilities, remain liable for the performance of all of the obligations of the Charter School under this MOU, the Funding Agreement, and the Use Agreement, if applicable, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- C. If the Event of Default is solely because the Charter School's chartering authority has revoked or declined to renew the Charter School's charter, the Charter School shall not be liable under the Facilities Use Agreement on the effective date of the last to occur of all of the following:

1. the Charter School completes the review process provided in Section 47607 or 47607.5 of the Education Code and the Charter School fails to obtain a renewal of its charter, or the Charter School relinquishes all rights to pursue or complete the review process provided in Section 47607 or 47607.5 of the Education Code and the Charter School notifies the State and the School District of its election; and
  2. the Charter School vacates the Facilities and relinquishes to the State or the School District all right, title, and interest in the occupancy and use of the Facilities .
- D. Upon the occurrence of Subsection C of this Section 4.2, the Facilities may be used in its “as is” and “where is” condition by another charter school:
1. that the State deems as qualified,
  2. whose charter petition is approved and is in good standing with the School District or charter authorizer; and
  3. that has agreed to a Funding Agreement with the State and a Facilities Use Agreement with the School District.
- E. In the event a successor charter school cannot be identified as provided in Subsection C of this Section 4.2, the School District may:
1. in accordance with Section 17078.62(b)(3) of the Education Code, take possession of and use the Facilities as a public school facility; provided that, the School District shall be required to make payments to the State in accordance with Section 17078.62(b)(4) or the payments shall be reduced or eliminated if the School District satisfies the conditions set forth in Section 17078.62(b)(4)(A) and (B). In the event the payments do not qualify for reduction or elimination in accordance with Section 17078.62(b)(4)(A) and (B), the State and the School District shall enter into an agreement for the School District’s assumption of the payment obligation under the Funding Agreement. Assumption of the payment obligation shall in no way release the Charter School from its payment obligations that accrued prior to the termination of the Funding Agreement or from the Charter School’s obligations for any holdover; or
  2. In accordance with Section 17078.62(b)(5) of the Education Code, if the School District declines to take possession of the Facilities or if the Facilities are no longer needed for public school purposes, the School District shall dispose of the Facilities in accordance with requirements for the disposal of surplus public school sites. The monetary proceeds from the disposal of the Facilities shall be applied in the following priority: (i) repay any unpaid local matching share in favor of the State; (ii) repay any security interest granted pursuant to Section 17078.57(a)(3)(B); and (iii) to the School District to be used for capital improvements in the School District;
  3. disclaims its remainder interest in the Facilities, the State shall succeed to title owner pursuant to its remainder interest.

- F. The State may proceed by appropriate court action to enforce specific performance by the Charter School of its covenants under the Funding Agreement and this MOU and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due payments together with interest, penalties, and late charges, and all other sums due the State. The Charter School shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs. The School District may proceed by appropriate court action to enforce this MOU and the Facilities Use Agreement against the Charter School.
- G. In the event of the Charter School's default and the recovery of the Facilities by the School District, the State shall have the right to recover from the Charter School via the intercept mechanism described in Section 17199.4 of the Education Code (i) the amount of all outstanding payments or other obligations (whether direct or indirect owed by the Charter School to the State), if any, which are then due and owing, together with interest and late charges, and (ii) any other amounts due from the Charter School to the State, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable by the Charter School to the State.
- H. Notwithstanding anything to the contrary, the State, the Charter School, and the School District may take whatever action at law or in equity that may appear necessary or desirable to enforce its respective rights with respect to this MOU, the Funding Agreement, or the Facilities Use Agreement, and the party or parties prevailing in the action shall have all of their respective costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs as provided in this MOU, the Funding Agreement, and/or the Facilities Use Agreement or as otherwise permitted by law, paid by the parties against whom the action was brought.
- I. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this MOU, the Funding Agreement, and the Facilities Use Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required under the Agreements. All remedies herein conferred upon or reserved to the parties shall survive the termination of this MOU, the Funding Agreement, and/or the Facilities Use Agreement.
- J. The State, in its discretion, may provide the Charter School the opportunity to cure Default for up to a thirty (30) calendar day period. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.

## **ARTICLE V – MISCELLANEOUS**

### **5.1 Release of Liability**

The State and the School District are hereby released from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School or any of the Charter School's employees or agents may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to the Facilities, including those in any way connected with any materials or substances defined as hazardous under any applicable statute, ordinance, rule or regulation, presently in, on or under, or now or hereafter emanating from or migrating onto or under the Facilities. In connection with this release, the Charter School hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

### **5.2 Non-waiver**

No waiver of any provision of this MOU, the Funding Agreement and/or the Facilities Use Agreement shall be implied by any failure to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver of any provision contained in this MOU, the Funding Agreement and/or the Facilities Use Agreement, if applicable, must be in writing and executed by the applicable parties and will affect only the provision specified and only for the time and in the manner stated in the writing.

### **5.3 Indemnity**

- A. Memorandum of Understanding. To the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the School District and/or the State as applicable, indemnify, defend and hold the School District and the State harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from: (a) any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of this MOU on the Charter School's part to be observed or performed; (b) the construction, operation, maintenance, alteration, use or occupancy of the Facilities by the Charter School; (c) the condition of the Facilities, and any occurrence on the Facilities, from any cause whatsoever, and (d) any acts omissions or negligence of the Charter School or the Charter School's employees, agents or contractors in, on or about the Facilities.
- B. Facilities Use Agreement. The State is not a party to the Facilities Use Agreement and, as a result, to the fullest extent permitted by law the Charter School shall at



the Charter School's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the State harmless from and against any and all Claims incurred in connection with or arising from any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of the Facilities Use Agreement on the Charter School's part to be observed or performed.

- C. Funding Agreement. The School District is not a party to the Funding Agreement and, as a result, to the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the School District as applicable, indemnify, defend and hold the School District harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of the Funding Agreement on the Charter School's part to be observed or performed.
- D. The Charter School will at all times protect and defend, at its own cost and expense, the title to the Facilities from and against all claims, liens and legal processes of creditors and keep all the Facilities and the title free and clear of all such claims, liens, and processes except for the liens created or expressly permitted under the Agreements and the CSFP.

#### **5.4 Notice**

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the State:

**California School Finance Authority  
300 S. Spring, Suite 8500  
Los Angeles, CA 90013  
Attention: Katrina Johantgen**

If to the Charter School:

**Yu Ming Charter School (Herzog)  
1086 Alcatraz Ave.  
Oakland, CA 94608-1265  
Attention: Sue Park**

If to the School District:  
**Oakland Unified School District**  
**1000 Broadway, Ste. 680**  
**Oakland, CA 94607-4099**  
**Attention: Marcus Battle**

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

### **5.5 Applicable Law**

This MOU shall be governed by and construed in accordance with the laws of the State of California.

### **5.6 Amendments**

- A. The terms of this MOU may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement of all of the parties, or except as otherwise permitted by law.
- B. The terms of this MOU may be amended, or new agreements executed, as necessary, upon the application of the Charter School and the approval by the State and the School District of a final apportionment.

### **5.7 Force Majeure**

The time for the State, the Charter School or the School District to perform any obligation or assert any right under this MOU or the CSFP shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

### **5.8 Severability**

Should any provision of this Memorandum of Understanding be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

THE STATE:

STATE ALLOCATION BOARD:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CALIFORNIA SCHOOL FINANCE AUTHORITY:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE SCHOOL DISTRICT: **OAKLAND UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE CHARTER SCHOOL: **YU MING CHARTER SCHOOL (HERZOG)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**

Funding Agreement  
(attached)

**Exhibit B**

Facilities Use Agreement  
(attached)

## Yu Ming Charter School 2018-2019 Goal Setting

Metric			Comparison		Current school year goal setting	
	2017-2018 target	2017-2018 Actuals	Year-on-Year	Target vs. Actual	2018-2019 Proposed Target	2018-2019 Notes
<b>Student Outcome</b>						
Mandarin Proficiency: LinguaFolio/ELLO PA and STAMP 4Se	75% of students will reach the range of ACTFL proficiency guidelines in L/S/R/W K = JNH-JIL/JNM-JNH G1 = JIL-JIM/JNH-JIL/NL-NM/NL-NM G2 = IL/NH-IL/NM-NH/NM G3 = IM/IL/NH/NM-NH G4 = IM-IH/IL-IM/NH-IL/NH G5 = IH/IM/IL-IM/NH-IL G6 = IH/IM-IH/IM/IL-IM G7 = IH-AL/IH/IM-IH/IM	% of students will reach the range of ACTFL proficiency guidelines in L/S/R/W K = 100/85 G1 = 100/98 G2 = 81/94/93/100 G4 = 84/96/88/100 G6 = 36/4/65/86 G7= 18/4/10/25	Other	Other	75% of students will reach the range of ACTFL proficiency guidelines in L/S/R/W K = JNH-JIL/JNM-JNH G1 = JIL-JIM/JNH-JIL/NL-NM/NL-NM G2 = IL/NH-IL/NM-NH/NM G3 = IM/IL/NH/NM-NH G4 = IM-IH/IL-IM/NH-IL/NH G5 = IH/IM/IL-IM/NH-IL G6 = IH/IM-IH/IM/IL-IM G7 = IH-AL/IH/IM-IH/IM G8 =AL-AM/IH-AL/IH/IM-IH	<b>General notes</b> ELLOPA data is not verified by CAL Only G2,4,6,8 will take STAMP 4S(e)  <b>2017-18</b> G2 and 4 performed well; G6-7 performed not as good. It may due to a decreased Chinese minutes. Also, our score is not substantially lower than national average. Our bar is higher than national bar
Math: SBAC	Increase number of students at Standard Nearly Met to Standard Met/Standard Exceeded by 15%.  40 percentage points above state Met or Exceeded	% of students who moved from Standard Not Met or Standard Nearly Met = 53%  G3: 94% Met or Exceeded (+__% above CA)  G4: 94% Met or Exceeded (+__% above CA)  G5: 92% Met or Exceeded (+__% above CA)  G6: 71% Met or Exceeded (+__% above CA)  G7: 87% Met or Exceeded (+__% above CA)  Subgroup Data that Met or Exceeded Black/Af Am (5) = 80% Hispanic/Latino (8) = 75% Socio-economic (18) = 78% EL (2) = 50% St w/ Disability (17) = 59%	Progress		Increase number of students at Standard Nearly Met to Standard Met/Standard Exceeded by 15%.  40 percentage points above state Met or Exceeded  Subgroup Data: In each subgroup that is performing below the overall school average, increase the percentage of students at Met/Standards Exceeded by 15%	2018-19 we are adding subgroup data goals. 2017-18 will be used as baseline data.  Each year, the SBAC data for the state is not released until late Sept. We will update if this goal was met for 2018-19 at that time.

### Yu Ming Charter School 2018-2019 Goal Setting

Metric			Comparison		Current school year goal setting	
	2017-2018 target	2017-2018 Actuals	Year-on-Year	Target vs. Actual	2018-2019 Proposed Target	2018-2019 Notes
English Language Arts: SBAC	<p>Increase number of students at Standard Not Met to Standard Nearly Met/Standard Exceeded by 25%</p> <p>35 percentage points above state Met or Exceeded</p>	<p>% of students who moved from Standard Not Met to Standard Nearly Met to Standard Met/Exceeded = 21%</p> <p>G3: 92% Met or Exceeded (+__% above CA)</p> <p>G4: 90% Met or Exceeded (+__% above CA)</p> <p>G5: 93% Met or Exceeded (+__% above CA)</p> <p>G6: 86% Met or Exceeded (+__% above CA)</p> <p>G7: 93% Met or Exceeded (+__% above CA)</p> <p>Subgroup Data that Met or Exceeded Black/Af Am (5) = 100% Hispanic/Latino (8) = 62% Socio-economic (18) = 78% EL (2) = 0% St w/ Disability (17) = 65%</p>	Progress		<p>Increase number of students at Standard Nearly Met to Standard Met/Standard Exceeded by 15%.</p> <p>40 percentage points above state Met or Exceeded</p> <p>Subgroup Data: In each subgroup that is performing below the overall school average, increase the percentage of students at Met/Standards Exceeded by 15%</p>	<p>2018-19 we are adding subgroup data goals. 2017-18 will be used as baseline data.</p> <p>Each year, the SBAC data for the state is not released until late Sept. We will update if this goal was met for 2018-19 at that time.</p>
Overall: API	NA	NA				
Writing: English & Mandarin	<p>Writing in Chinese -75 % students meet or exceed both standards (Writing and language)</p> <p>Writing in English -75 % students meet or exceed both standards (Writing and language)</p>	<p>Writing in Chinese -86 % students met or exceeded writing standard Writing in Chinese -75 % students met or exceeded language standard Writing/Language: K=66/58 G1=96/98 G2=100/94 G3=98/91 G4=90/78 G5=93/76 G6=60/71 G7=82/71</p> <p>Writing in English -87 % students met or exceeded writing standard Writing in English -81 % students met or exceeded language standard G3=96/73 G4=68/78 G5=91/79 G6=85/89 G7=97/100</p>	Progress	Exceeded	<p>Writing in Chinese -80 % students met or exceeded writing standard Writing in Chinese -75 % students met or exceeded language standard</p> <p>Writing in English -80 % students met or exceeded writing standard Writing in English -75 % students met or exceeded language standard</p>	



### Yu Ming Charter School 2018-2019 Goal Setting

Metric			Comparison		Current school year goal setting	
	2017-2018 target	2017-2018 Actuals	Year-on-Year	Target vs. Actual	2018-2019 Proposed Target	2018-2019 Notes
Mandarin Reading	Reading Level in Levelchinese (Literature): 75% Students met or exceeded: G1 = Level E G2 = Level F G3 = Level G G4 = Level H G5 = Level I G6 = Level J G7 = Level K	Reading Level in Levelchinese (Literature) % Students met or exceeded: Overall = 79% G1 = Level E 96% G2 = Level F 100% G3 = Level G 100% G4 = Level H 84% G5 = Level I 62% G6 = Level J 84% G7 = Level K 66%	Progress	Met	Reading Level in Levelchinese (Literature): 75% Students met or exceeded: G1 = Level E G2 = Level H G3 = Level H-I G4 = Level I-J G5 = Level J-K G6 = Level K-L G7 = Level L-M G8 = Level L-N  Reading Level in Levelchinese (Informational Text): 75% Students met or exceeded: G3 = Level F G4 = Level G G5 = Level H G6 = Level H-I G7 = Level I-J G8 = Level I-K	- G2-7 Literature reading goals increased 1-2 levels based on 2017-2018 data - Set non-fiction reading goals for G3-8
Character, Values & Global Citizenship: CARES  Habits of Success	90% meet expectations for "Habits of Success"  100% Grade K-7 complete Service Learning	91.9% meet expectations for "Habits of Success"  School wide average score for Habits for Success is 2.18  Grade K-7 complete Service Learning - Grade 4-7 Chinatown service project - Grade 3 School Recycling project - Grades 2 Alcatraz Neighbor Sweeping	Other	Exceeded	90% meet expectations for "Habits of Success"  100% Grade K-7 complete Service Learning	<b>General notes</b> Habits of Success is included in the report card Did not specify/define Habits of Success before 2018-19  <b>2018-19</b> Calculate percentage of students that meet expectations as below - For each grade, calculate % of students that meet or exceed each one of the Habits of Success - Average 6 %'s to get the % for each grade - Average the % number across grades to obtain the school wide %  Calculate Habits of success average score as below - Have 6 categories under Habits of success - Each category has a score from 1 to 3 - Average 6 categories' scores for each child to receive a Habit of Success score for each child - A score >2 counts as "meet"
School Climate and Culture						

### Yu Ming Charter School 2018-2019 Goal Setting

Metric			Comparison		Current school year goal setting	
	2017-2018 target	2017-2018 Actuals	Year-on-Year	Target vs. Actual	2018-2019 Proposed Target	2018-2019 Notes
Student Engagement	Grades 3-7: - School belonging: 75% favorable - School Climate 75% favorable	Grade 5 - School belonging: 76% favorable - School climate: 73% favorable  Grade 6-7 - School belonging: 68% favorable - School climate: 60% favorable	Progress	Missed	Grades 5 (CORE Primary Survey): - School belonging: 80% favorable - School Climate: 75% favorable  Grade 6-8 (CORE Secondary Survey): - School belonging: 75% favorable - School Climate: 75% favorable	<b>2017-18</b> Survey administered to Grade 6-7 only via Google form Did not follow the same set of questions  School belonging score is aggregating responses to S28-30 for Secondary survey and P27-29 for Primary survey. School climate score is aggregating responses to S26, S27, S31-S47 for Secondary survey and P26, P30-P45 for Primary survey. Please refer to 2017-18 CORE survey questions.  <b>2018-19</b> We introduced Compass, aiming to increase school belonging score
Staff Satisfaction:	Agree = 4 out of 5 (80% Agreement)  About Materials: 75% About Support: 75% agree	Agree = 4 out of 5 (79.46% Agreement)  Q12 Grand Mean: 4.18  -Colleagues: 86% -Care: 88% -Materials: 69% -Support: 81%  NPS = 0	Progress	Missed	Agree = 4 out of 5 (80% Agreement)  About Colleagues: 90% About Care: 90% About Materials: 80% About Support: 80% agree  NPS > 0  Response rate 90%	<b>General notes</b> Agree = 4 out of 5 (%% Agreement) means, counts the number of people who answer 4 or 5 in each question, aggregate them together, and calculate the overall level of agreement to the statements in the questionnaire  Definition of each category -Colleagues: "My associates are committed to doing quality work" -Care: "My supervisor, or someone at work, seems to care about me as a person" % -Materials: "I have the materials and equipment I need to do my work right" % -Support: "There is someone at work who encourages my development" %  NPS (% of 9 and 10 - % of 0-6)

## Yu Ming Charter School 2018-2019 Goal Setting

Metric			Comparison		Current school year goal setting	
	2017-2018 target	2017-2018 Actuals	Year-on-Year	Target vs. Actual	2018-2019 Proposed Target	2018-2019 Notes
Parent Satisfaction	School Climate: 70% favorable  School Fit: 70% favorable	NPS=38%  School Climate: 69% favorable  School Fit: 60% favorable	Progress	Missed	NPS = 40%  School Climate: 70%  School Fit: 70%	<p><b>General notes</b></p> <ul style="list-style-type: none"> <li>- NPS defined as (% of 9-10 score) - (% of 0-6 score)</li> <li>- 2017-18 Data comes from Meredith's report</li> </ul> <p><b>2017-18</b>  <b>School climate: 40-59th percentile</b>            All Racial subgroups had a majority of families responding favorably            - Af Am increased from 13% to 61%            - White increased from 48% to 64%</p> <p>Areas of Significant Progress            - 72% believe children enjoy going to Yu Ming (+7%)            - 76% believe YM values the diversity of students' backgrounds (+10%)            - 75% believe children at YM respect the staff (+9%)            - 67% believe admin creates a school environment that helps students learn (+16%)</p> <p><b>School fit: 20-39th percentile</b>            Areas of Significant Progress            - 63% think YM is preparing their child for the next school year (+12%)            - 56% think the overall approach to discipline works for their child (+9%)            - 58% think teachers' teaching styles match their child's learning style (+6%)</p> <p><b>2018-19</b>            Maintain a healthy School climate and school fit, as 17-18 we had a big jump. Important to sustain.            To improve NPS --&gt; Need to understand who are distractors and why they did not want to recommend YM, and address their concerns with targeted interventions</p>

### Yu Ming Charter School 2018-2019 Goal Setting

Metric			Comparison		Current school year goal setting	
	2017-2018 target	2017-2018 Actuals	Year-on-Year	Target vs. Actual	2018-2019 Proposed Target	2018-2019 Notes
Parent involvement	91% Families complete survey Family Engagement: 40% favorable	87% Families complete survey (270 families completed) Family Engagement: 37% favorable 40% thought they met the 30-hour volunteer commitment asked of YM families	Regress	Missed	90% Families complete survey Family Engagement: 40% favorable	<b>2017-18</b> Family engagement at 80th percentile nationally 73% report visiting YM on a weekly or monthly basis Fewer (-5%) this year report meeting with teacher in person The family engagement % is an average of the responses from the following questions: - How often do you meet in person with teachers at your child's school? <b>16%</b> - How involved have you been with a parent group(s) at your child's school? <b>20%</b> - In the past year, how often have you discussed your child's school with other parents from the school? <b>52%</b> - In the past year, how often have you helped out at your child's school? <b>40%</b> - In the past year, how often have you visited your child's school? <b>73%</b> - How involved have you been in fundraising efforts at your child's school? <b>20%</b>  <b>2018-19</b> - Focus on pushing families to respond to survey as the first step - May not have capacity to strategically engage families to improve the engagement number, but if capacity allows, identify active families and inactive families, and intentionally incentivize inactive families to participate and contribute
Target area: valuing diversity	75% Favorable Response	76% Favorable Response	Progress	Exceeded	80% Favorable Response	<b>2017-18</b> Favorable responses defined as "quite a bit" or "a tremendous amount" based on the same question (value diverse background)
Target area: confidence in Leadership	75% Favorable Response	75% Favorable Response	Progress	Met	80% Favorable Response	<b>2017-18</b> Favorable responses defined as 7 or higher based on the same question (confidence that board make sound decisions)
School Growth and						
Enrollment	99%	99%	Progress	Exceeded	99%	Definition: Enrollment on the day of CBED number / The enrollment target we use to set the new school year budget  2017-18 387 was what was reported in CALPADS on the day of CBED of 2017-18 school year  Enrollment target assumptions: K-3: 237 4-6: 127 7-8: 26 Total: 390

### Yu Ming Charter School 2018-2019 Goal Setting

Metric			Comparison		Current school year goal setting	
	2017-2018 target	2017-2018 Actuals	Year-on-Year	Target vs. Actual	2018-2019 Proposed Target	2018-2019 Notes
Student application diversity	Target: Class of 2017-2018 % Enrolled Af Am 15 Latino 8 FRL Applicant 35/Enrolled 25	<b>Enrollment by race (School wide)</b> Asian 46.09% Hispanic 4.43% White 8.33% Af Am 4.43% Filipino 1.82% Nat Hwiin/Othr Pac Islndr 0.26% Multiple 34.38% Missing 0.26%  <b>FRL Enrollment 11%</b> KN 25% G1 12% G2 6% G3 15% G4 6% G5 2% G6 7% G7 7% <b>FRL Application 36.1%</b>  <b>Mandarin Enrollment 20.8%</b> <b>Mandarin Application 36.6%</b>	Other	Other	<b>Enrollment by race</b> Af Am 15% Hispanic 8%  <b>FRL Enrollment - KN 20%</b>	<b>General notes</b> Pull data from student data, FRL list and application database (Received from Andrea)  Do not set mandarin related goal because no longer request that information from applying parents  Do not set FRL application goals because that's not something we are intentionally influencing right now  In charter we reserve 20% KN seats from FRL, but we do not have control over whether that number goes beyond 20%  For racial %, we are calculating multiple racial students as multiple counts in the system to generate the %.
Attendance	97%	97.69%	Progress	Exceeded	98%	n/a
Cash reserve	20%	14%	Other	Missed	20%	<b>General notes</b> Actuals and cash reserve % are spelled out below from the June Financials provided by ExEd. The basis for Cash Reserve % is typically viewed as a % of annual expenses. School funding "lags". As school grows, cash balance at year-end is low because the state lags in recognizing the growth. ExEDs target is a minimum of 25% - this represents three months worth of expenditures in cash. But, as Yu Ming grows, this number will be hard to achieve.
Adequate facilities		Renewed ALC (11 classrooms) for 4 more years (expire on Jun 30 2022)  Continue to use MLK (12 classrooms) for 4 more years (expire on Jul 31 2022)  Made progress in long-term facility options (i.e. MLK, undeveloped site, broker options)	Progress	Other	Decide on the long term facility option	
Staff Retention	85% (to be studied in 2017-2018)	<b>Teacher retention 81.5%</b> (Teacher + SPED Teacher) - 80.8% for teachers only, excl. SPED teacher	Progress	Missed	Teacher retention 85%	=BOY of new school year retained staff / EOY of old school year total Excluding new hires, including promoted teacher from the previous year, excluding promoted staffs into teaching role for the new year



Please click on the "+" sign above to see historical data (actual and target) and notes ---->

### Yu Ming Charter School 2018-2019 Goal Setting

Metric			Comparison		Current school year goal setting	
	<u>2017-2018 target</u>	<u>2017-2018 Actuals</u>	<u>Year-on-Year</u>	<u>Target vs. Actual</u>	<u>2018-2019 Proposed Target</u>	<u>2018-2019 Notes</u>
Community relations	Establish a parent/board working group who works with HOS to outreach to education, neighborhood, political and diocese relationships.	Board Member Lucia Hwang and Facilities/FSO Outreach Committee members engaged with Longfellow and Golden Gate neighborhood associations attending meetings, corresponding, and participating in Longfellow Neighborhood Cleanup with HOS. HOS working to develop relationship with Sacred Heart and St. Columba's parishes.	Other	Other		



**Board of Directors**  
**September 9, 2018**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	June Financials/Unaudited Actuals 17-18
<b>Time Allotted</b>	15 minutes
<b>Background</b>	The June 2018/Unaudited Actuals financial report for FY17-18 were completed by ExED and cover the entire prior fiscal year financial activity. The Unaudited Actuals report must be approved by the board and submitted to ACOE by September 7, 2018. The June 2018 financial report is also presented including ADA information and final financial statements.
<b>Summary</b>	The June financials present a final Net Income of \$299K compared to budget of \$62K, P-2 ADA of 375.43, and year-end cash balance of \$677K or a 14% reserve (unadjusted). The adjusted cash reserve at year-end (including Prop 39 funds) is \$1MM or 21%.
<b>Type</b>	Vote – Unaudited Actuals Report
<b>Key Questions</b>	1)

# YU MING CHARTER SCHOOL - Financial Dashboard (June 2018)

## Key Performance Indicators

ADA vs. Budget



Cash on Hand



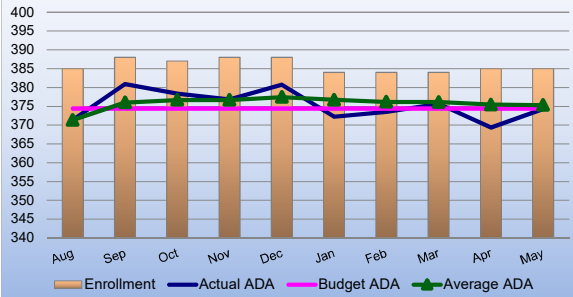
Net Income / (Loss)



Year End Cash



## ADA & Enrollment



## KEY POINTS

On June 27, 2018 Governor Jerry Brown signed the State Budget for the 2018-19 fiscal year.

### K-12 Education

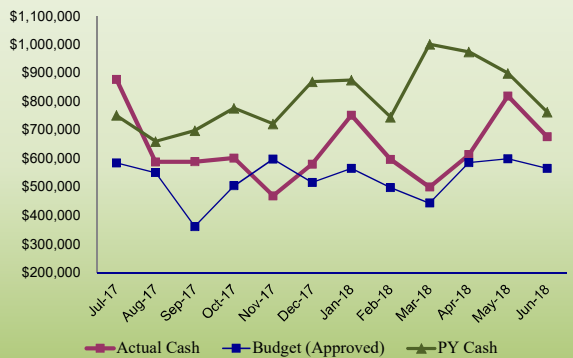
- For Education, the budget reflects a Proposition 98 guarantee of \$78.4 billion, which provides an average of about \$11,639 per K-12 student. Highlights for charter public schools include:
- A one-time increase of \$21.1 million to the Charter School Facility Grant Program, bringing total funding to \$133.2 million for the 2017-18 year, and an ongoing increase to \$138.8 million per year for 2018-19 and beyond.
  - \$300 million in one-time funding for a new Low Performing Pupil Block Grant that will be allocated to all schools with students performing below a specified academic target. This grant was modeled after CCSA's sponsored legislation, AB 2635 (Weber).
  - An increase in the Local Control Funding Formula (LCFF) of \$3.67 billion. This increase fully funds the formula in 2018-19, provides a 2.71 percent Cost-of-Living Adjustment (COLA) and additional one percent increase to the base rates.
  - Approximately \$1.1 billion in total one-time discretionary block grant funding to schools in 2018-19. This will provide about \$168 per unit of average daily attendance in 2017-18.
  - A COLA of 2.71 percent to selected categorical programs, including special education, state preschool and nutrition.

From CSCD, "Unfortunately, the related trailer bill language will cap schools' funding for rent increases at each school's rent claimed in 2016-17, as adjusted for the cost-of-living adjustment (COLA)."

ADA Analysis						LCFF S&C Grant Factors			Revenue & Expenses per ADA		
Category	Actual through Month 10	Actual P2	Budgeted P2	Better/(Worse)	Prior Year P2	Category	Budget	Forecast	Category	Budget	Actual
Enrollment	385	385	390	(5)	342	Unduplicated Pupil Count	83	66	Revenue	11,991	13,628
ADA %	97.1%	97.1%	96.0%	1.1%	95.8%	3-Year Average %	20.9%	19.3%	Rev. w/o Fundraising	10,615	11,497
Average ADA	375.29	375.43	374.40	1.03	342.06	District UPP	77.6%	77.6%	Expense	11,826	12,830

INCOME STATEMENT	FY 17-18 Actual					FY 16-17 Actual	
	Total Actual	% of Total	Total Budget	% of Total	Variance B/(W)	16-17	% of Total
LCFF	2,919,762	57%	2,919,583	65%	179	2,633,511	62%
Federal Revenue	46,142	1%	44,375	1%	1,767	39,116	1%
State Revenue	915,636	18%	615,939	14%	299,697	503,831	12%
Other Local Revenue	434,893	9%	394,437	9%	40,456	391,892	9%
Grants/Fundraising	799,810	16%	515,000	11%	284,810	660,295	16%
<b>TOTAL REVENUE</b>	<b>5,116,243</b>		<b>4,489,334</b>		<b>626,909</b>	<b>4,228,644</b>	
Certificated Salaries	2,123,939	44%	1,976,631	45%	(147,308)	1,566,242	40%
Classified Salaries	452,166	9%	508,952	11%	56,786	574,669	15%
Benefits	673,524	14%	504,365	11%	(169,159)	419,527	11%
Student Supplies	234,041	5%	227,218	5%	(6,823)	380,712	10%
Operating Expenses	1,333,182	28%	1,210,423	27%	(122,759)	990,806	25%
Other	0	0%	0	0%	0	0	0%
<b>TOTAL EXPENSES</b>	<b>4,816,852</b>		<b>4,427,589</b>		<b>(389,263)</b>	<b>3,931,955</b>	
<b>INCOME / (LOSS)</b>	<b>299,391</b>		<b>61,745</b>		<b>237,646</b>	<b>296,690</b>	

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



Y/E Cash Balance		
Actual	Budget	Variance
676,847	566,362	110,485

Balance Sheet	6/30/2017	5/31/2018	6/30/2018	6/30/2018 Actual	Notes
<b>Assets</b>					
Cash	763,823	819,621	676,847	676,847	
Accounts Receivable	405,804	17,178	(11,742)	642,635	
Due From Others	39,875	82	82	82	
Other Assets	65,212	293,080	290,860	290,860	
Net Fixed Assets	0	0	0	0	
<b>Total Assets</b>	<b>1,274,714</b>	<b>1,129,961</b>	<b>956,047</b>	<b>1,610,424</b>	
<b>Liabilities</b>					
A/P & Payroll	127,413	(122)	44,254	163,732	
Due to Others	0	0	0	0	
Deferred Revenue	0	0	0	0	
Total Debt	0	0	0	0	
<b>Total Liabilities</b>	<b>127,413</b>	<b>(122)</b>	<b>44,254</b>	<b>163,732</b>	
<b>Equity</b>					
Beginning Fund Bal.	850,610	1,147,300	1,147,300	1,147,300	
Net Income/(Loss)	296,690	(17,217)	(235,507)	299,391	
<b>Total Equity</b>	<b>1,147,300</b>	<b>1,130,083</b>	<b>911,793</b>	<b>1,446,691</b>	
<b>Total Liabilities &amp; Equity</b>	<b>1,274,714</b>	<b>1,129,961</b>	<b>956,047</b>	<b>1,610,424</b>	
Available Line of Credit	\$250K	\$250K	\$250K	\$250K	
Days Cash on Hand			51	51	> 45 days is good
Cash Reserve %	19%		14%	14%	



**Yu Ming Charter School  
Financial Analysis  
June 2018**

**Net Income**

Yu Ming Charter School had a net income of \$299,391 in FY 17-18. A net income variance of \$237,646 compared to the net income in the board approved budget, \$61,745.

**Balance Sheet**

As of June 2018, the school's cash balance was \$676,847.

As of June 2018, the Accounts Payable balance totaled \$44,254 and the school does not have any debt.

**Income Statement**

*Revenue*

Total revenue for 17-18 was \$5,116,243, which is \$626,909 or 14% over budgeted revenue of \$4,489,334.

- Mandate block grant revenues were \$50,971 over budget based on one-time funds which were not included in the budget
- SB740 Revenue is \$76,608 over budget based on increased funding rate as well as additional costs submitted via the invoice wizard to CSFA
- All Other State Revenues are \$153,812 over budget based on Prop 39 California Clean Energy Funding being received. These monies are all revenue in 17-18 while the corresponding expenses will be made through leasehold improvements and amortized over the life of the lease
- All Other Local Revenue was \$119,194 over budget primarily due to increased utilization of the afterschool program
- Fundraising was \$284k over budget based on increased local funds raised. This also includes increases in field trip collections, specifically related to the China trip
- Food service sales yielded zero revenues as the current meal arrangement has these revenues going directly to the food vendor

*Expenses*

Total expenses for 17-18 were \$4,816,852, which is \$389,263 or 9% over budgeted expenditures of \$4,427,589.

- Personnel expenses were \$259,681 over budget due to increased hires as well as an under calculation in the budget of STRS expenses
  - Note: This includes \$65k in expenses related to the initial booking of a vacation accrual- this had not been booked in prior years
- Non-capitalized equipment was \$51,759 over budget due to the schools growth as well as equipment/furniture expenses planned to be captured against the 16-17 budget that were expensed in 17-18.

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

- Other supplies were over budget due to increased enrollment and additional supplies needed for aftercare
- Textbooks/Core curriculum materials were under budget as the school has utilized primarily digital resources
- Operations and housekeeping were under budget as the costs came in lower for utilities/janitorial services
- Travel & Conferences were \$25,376 over budget
- Rent is forecasted to be \$72,870 over budget based on the increase in rent from the new facility, which includes base rent as well as 50k increase per year from the facility improvement costs (250K) being spread out over the life of the lease (5 years)
- Field trips were over budget due to the China trip and additional student enrollment
- Instructional consultants are forecasted to be under budget due to paying subs through payroll, decreased services in these categories, etc.
- Legal fees were over budget primarily due to attorneys used in the lease negotiation for the new site
- Instructional consultants were under budget as the school hired aftercare staff, interns, and substitutes through payroll
- Other fees were over budget due to 16-17 expenses that were not accrued by EdTech and ran through the current fiscal year.

### Average Daily Attendance

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

- Month 1 ADA: 371.35 (96.9%)
- Month 2 ADA: 380.89 (98.1%)
- Month 3 ADA: 378.33 (97.7%)
- Month 4 ADA: 376.87 (97.3%)
- Month 5 ADA: 370.73 (98.1%)
- P-1 ADA: 371.21
- Month 6 ADA: 372.23 (96.9%)
- Month 7 ADA: 373.47 (97.0%)
- Month 8 ADA: 375.67 (95.8%)
- Month 9 ADA: 369.33 (95.9%)
- P-2 ADA: 375.43 (97.1%)
- Month 10 ADA: 374.25 (97.2%)

### Cash Reserve Supplemental Information:

ADJUSTED CASH RESERVE		
CASH - 6/30/18	676,847	
FYI: Restricted Prop 39 Clean Energy Funds	(232,575)	
UNRESTRICTED CASH @ 6/30/17	444,272	
RECEIVABLES TO BE COLLECTED IN JULY 2018	324,188	
<b>ADJUSTED CASH RESERVE w/ Prop 39 funds)</b>	<b>1,001,035</b>	21%
<b>ADJUSTED CASH RESERVE (w/o Prop 39 funds)</b>	<b>768,460</b>	16%

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

	2017-18 Budget	Actuals as of												6/30/2018		FORECAST Jul-17 - Jun-18	Budget Variance	
		ACTUAL Jul-17	ACTUAL Aug-17	ACTUAL Sep-17	ACTUAL Oct-17	ACTUAL Nov-17	ACTUAL Dec-17	ACTUAL Jan-18	ACTUAL Feb-18	ACTUAL Mar-18	ACTUAL Apr-18	ACTUAL May-18	ACTUAL Jun-18	ACTUAL Accrual	Better / (Worse)		% Better / (Worse)	
Enrollment																386		
Unduplicated Count of Low Income, EL, Foster Youth																66		
ADA																375.43		
Income																		
8011-8096 - Local Control Funding Formula Revenue		-	-	-	-	-	-	-	-	-	-	-	-	-				
8011 Local Control Funding Formula	2,466,247	-	111,911	182,447	201,439	201,439	201,439	257,080	201,439	222,127	222,127	222,127	219,536	180,052		2,423,163	(43,084)	-2%
8012 Education Protection Account	453,336	-	-	-	104,558	-	-	104,559	-	-	-	143,346	-	144,136		496,599	43,263	10%
Total 8011-8096 - Local Control Funding Formula Revenue	2,919,583	-	111,911	182,447	305,997	201,439	201,439	361,639	201,439	222,127	365,473	222,127	219,536	324,188		2,919,762	179	0%
8100-8299 - Other Federal Income																		
8181 Federal Special Education (IDEA)	44,375	-	-	-	-	-	-	-	-	-	-	-	11,933	34,209		46,142	1,767	4%
Total 8100-8299 - Other Federal Income	44,375	-	-	-	-	-	-	-	-	-	-	-	11,933	34,209		46,142	1,767	4%
8300-8599 - Other State Income																		
8792 Transfers of Apportionments - Special Ed	192,442	8,350	8,350	15,030	15,030	15,030	15,030	15,030	18,499	18,499	18,499	18,487	10,527	9,565		185,926	(6,516)	-3%
8550 Mandate Block Grant	4,861	-	-	-	-	-	22,237	-	-	-	-	33,595	-	-		55,832	50,971	1049%
8560 State Lottery Revenue	71,865	(54)	-	-	-	-	-	25,296	-	-	-	17,697	-	-	41,129	84,067	12,202	17%
8590 State Mental Health Revenue	25,000	-	-	-	-	-	-	-	15,840	-	-	-	-	-	21,780	37,620	12,620	50%
8591 SB740	273,883	-	-	-	-	-	-	91,324	-	-	-	45,662	-	(2,147)	215,652	350,491	76,608	28%
8599 All Other State Revenues	47,888	86	-	151,086	-	-	50,528	-	-	-	-	-	-	-	-	201,700	153,812	321%
Total 8300-8599 - Other State Income	615,939	8,383	8,350	166,116	15,030	15,030	87,795	131,650	34,339	18,499	81,858	52,082	8,379	288,126		915,636	299,697	49%
8600-8799 - Other Income-Local																		
8634 Food Service Sales	82,400	-	-	-	74	-	-	-	-	-	-	-	21	-		95	(82,306)	-100%
8690 All Other Local Revenue	312,037	97,398	48,588	12,471	11,416	14,699	110,216	51,730	22,847	17,172	14,164	14,512	16,018	-		431,231	119,194	38%
8698 Grants	125,000	-	-	-	-	-	-	-	-	-	-	125,000	-	-		125,000	-	
8699 Fundraising	390,000	157	32,370	137,394	20,419	12,182	78,488	76,379	10,172	18,997	37,500	217,819	32,933	-		674,810	284,810	73%
Total 8600-8799 - Other Income-Local	909,437	97,554	80,957	149,865	31,909	26,881	188,703	128,109	33,019	36,169	51,664	357,332	48,973	-		1,231,136	321,699	35%
Prior Year Adjustments																		
8019 Local Control Funding Formula - Prior Year		-	-	-	-	-	-	-	-	-	714	714	714	714	4,283	7,139		
8999 Other Prior Year Adjustments		-	-	-	-	-	-	-	-	-	-	-	-	(7,142)	3,571	(3,571)		
Total Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	714	714	714	(6,428)	7,854	3,568	3,568	100%
TOTAL INCOME	4,489,334	105,937	201,218	498,428	352,936	243,350	477,937	621,398	268,797	277,509	499,709	632,255	282,393	654,377		5,116,243	626,909	14%
Expense																		
1000 - Certificated Salaries																		
1110 Teachers' Salaries	1,580,618	-	104,959	129,371	133,297	133,603	133,603	133,024	131,680	127,417	126,428	125,379	129,262	-		1,408,024	172,594	-11%
1170 Teacher Salaries - Substitute	12,618	-	-	1,050	2,250	900	525	1,575	2,930	5,425	5,371	10,332	5,781	-		36,139	(23,521)	186%
1175 Teachers' Salaries - Stipend/Extra Duty	-	-	13,376	20,641	13,089	7,914	8,900	9,012	11,544	9,021	8,883	8,958	9,573	-		120,914		
1200 Certificated Pupil Support Salaries	-	-	4,340	22,886	13,614	14,990	12,803	16,816	13,408	16,563	14,576	19,353	14,130	-		163,479		
1300 Certificated Supervisor and Administrator Salaries	383,395	32,230	32,230	32,230	32,230	32,230	32,230	32,230	32,230	32,230	32,230	32,230	40,855	-		395,383	(11,988)	3%
Total 1000 - Certificated Salaries	1,976,631	32,230	154,905	206,178	194,480	189,637	188,060	192,657	191,793	190,656	187,489	196,253	199,601	-		2,123,939	(147,308)	7%
2000 - Classified Salaries																		
2100 Instructional Aide Salaries	223,547	-	7,277	10,815	6,602	7,248	6,671	4,976	5,330	5,887	5,317	7,229	3,361	-		70,714	152,833	-68%
2200 Classified Support Salaries (Maintenance, Food)	48,072	3,248	3,040	4,601	3,033	3,984	3,535	8,062	5,718	7,122	6,072	7,466	6,341	-		62,221	(14,149)	29%
2300 Classified Supervisor and Administrator Salaries	151,690	7,979	5,579	5,579	5,579	5,579	5,579	5,579	5,579	5,579	5,579	5,579	5,579	-		69,350	82,340	-54%
2400 Clerical/Technical/Office Staff Salaries	4,978	4,978	8,916	8,887	8,617	8,887	8,887	8,887	8,887	8,076	8,887	8,887	9,887	-		102,687		
2900 Other Classified Salaries (Supervision, After School)	85,643	-	8,496	16,260	12,878	13,483	12,665	12,120	12,701	15,193	13,749	16,159	13,490	-		147,194	(61,551)	72%
Total 2000 - Classified Salaries	508,952	16,206	33,308	46,142	36,709	39,182	37,337	39,625	38,215	41,858	39,605	45,320	38,658	-		452,166	56,786	-11%
3000 - Employee Benefits																		
3111 STRS - State Teachers Retirement System	226,279	5,787	21,981	25,886	23,857	26,226	26,104	30,769	27,039	26,875	26,565	27,528	27,966	-		296,585	(70,306)	31%
3311 OASDI - Social Security	92,384	1,033	2,093	3,579	2,616	2,845	2,685	2,620	2,567	2,781	2,570	3,031	2,541	-		30,962	61,422	-66%
3331 MED - Medicare	-	825	2,651	3,573	3,243	3,210	3,161	3,260	3,227	3,261	3,184	3,385	3,370	-		36,348		
3401 H&W - Health & Welfare	132,268	3,068	12,197	15,535	15,289	13,836	14,918	18,096	13,684	16,113	17,052	16,154	15,564	14,604		186,110	(53,842)	41%
3501 SUI - State Unemployment Insurance	21,420	224	2,438	2,207	856	459	363	7,256	3,039	1,151	638	587	296	-		19,514	1,906	-9%
3601 Workers' Compensation	32,014	4,725	-	10,309	4,725	1,575	1,575	1,575	1,574	1,574	-	-	10,289	-		37,922	(5,908)	18%
3902 Other Benefits	-	-	-	-	-	-	-	-	-	-	812	-	-	65,271		66,083		
Total 3000 - Employee Benefits	504,365	15,662	41,360	61,090	50,586	48,151	48,805	63,577	51,130	51,755	50,821	50,686	60,027	79,875		673,524	(169,159)	34%
4000 - Supplies																		
4110 Approved Textbooks and Core Curriculum Materials	40,000	-	12,129	-	(3,674)	(3,168)	-	-	767	-	-	-	-	-		6,054	33,946	-85%
4210 Books and Other Reference Materials	-	-	-	11,273	2,352	123	6,537	-	111	160	209	336	1,119	-		22,218		
4310 Student Materials	49,853	11,680	6,080	11,242	3,102	1,242	1,174	2,040	4,600	500	407	1,775	2,718	-		46,560	3,293	-7%
4350 Office Supplies	20,632	69	303	4,172	3,012	1,309	982	972	502	1,239	1,478	979	1,677	-		16,693	3,939	-19%
4370 Custodial Supplies	3,183	-	-	1,306	1,084	386	686	1,196	1,019	377	1,432	659	810	-		8,955	(5,772)	181%
4390 Other Supplies	25,465	-	2,726	7,574	9,189	2,082	3,707	1,578	2,395	4,465	4,629	3,697	6,620	-		48,662	(23,197)	91%
4400 Non Capitalized Equipment	11,085	-	20,506	20,018	10,203	4,393	1,940	4,759	601	-	201	225	-	-		62,844	(51,759)	467%
4700 Food and Food Supplies	77,000	-	-	-	2,637	1,848	2,251	1,840	3,219	1,763	3,027	2,212	3,258	-		22,054	54,946	-71%
Total 4000 - Supplies	227,218	11,749	41,745	55,587	27,904	8,215	17,276	12,384	13,213	8,503	11,382	9,882	16,202	-		234,041	(6,823)	3%
5000 - Operating Services																		
5200 Travel and Conferences	9,270	-	3,583	2,031	730	1,851	582	2,519	855	1,665	4,127	2,974						

	2017-18	Actuals as of 6/30/2018													FORECAST	Budget Variance	
	Budget	ACTUAL Jul-17	ACTUAL Aug-17	ACTUAL Sep-17	ACTUAL Oct-17	ACTUAL Nov-17	ACTUAL Dec-17	ACTUAL Jan-18	ACTUAL Feb-18	ACTUAL Mar-18	ACTUAL Apr-18	ACTUAL May-18	ACTUAL Jun-18	ACTUAL Accrual	Jul-17 - Jun-18	Better / (Worse)	% Better / (Worse)
5812 Field Trips/Pupil Transportation	31,000	-	7,509	4,372	13,524	1,470	802	16,390	42,636	4,945	8,338	5,376	12,296		117,657	(86,657)	280%
5820 Legal / Audit Fees	45,320	-	633	3,090	5,284	7,174	6,600	7,521	4,639	1,439	5,632	2,076	22,225		66,312	(20,992)	46%
5830 Advertisement / Recruitment	10,676	-	1,080	366	-	-	-	-	477	-	-	21	750		2,693	7,983	-75%
5850 Non Instructional Consultants	107,414	4,149	1,911	21,635	5,195	10,044	5,397	17,774	9,384	3,833	9,572	3,690	8,375		100,958	6,456	-6%
5851 Instructional Consultants	161,806	-	550	4,780	-	4,500	4,359	48,585	7,124	5,044	13,616	6,117	28,037		122,711	39,095	-24%
5853 ExED	102,860	8,347	8,347	8,347	8,347	8,347	-	16,751	-	16,693	8,347	8,347	8,347		100,217	2,643	-3%
5860 Non Instructional Software and Subscriptions	11,845	4,365	62	39	39	24	104	1,411	24	73	99	2,085	146		8,470	3,375	-28%
5890 Other Fees / Bank Charges /Credit Card Fees	96,270	2,523	3,657	2,476	42,866	709	12,409	(15,231)	22,475	1,501	1,739	31,785	731	23,284	130,923	(34,653)	36%
5896 SELPA Admin Fee (El DORADO)	8,757	-	-	-	-	-	-	-	-	-	-	-	-	9,565	9,565	(808)	9%
5897 Fundraising Cost	36,359	-	60	60	169	4,056	1,064	-	158	-	242	852	25,904		32,565	3,794	-10%
5900 Communications	30,070	1,045	2,369	1,612	4,182	1,589	1,566	2,811	1,624	2,434	2,903	5,107	5,226	2,566	35,032	(4,962)	17%
Total 5000 - Operating Services	1,210,423	46,138	79,188	128,443	125,353	85,432	77,427	144,100	129,403	82,487	99,818	109,595	186,195	39,604	1,333,182	(122,759)	10%
6000 - Capital Outlay																	
6900 Depreciation Expense		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 6000 - Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSE	4,427,589	121,984	350,505	497,439	435,033	370,617	368,905	452,343	423,755	375,259	389,114	411,736	500,683	119,478	4,816,852	(389,263)	9%
NET INCOME	61,745	(16,047)	(149,287)	989	(82,097)	(127,267)	109,032	169,054	(154,958)	(97,750)	110,595	220,518	(218,290)	534,898	299,391	237,646	385%
Beginning Cash Balance		763,823	878,502	588,650	589,166	601,847	469,795	581,001	752,924	597,691	500,654	613,977	819,621	676,847	763,823		
Cash Flow from Operating Activities		(16,047)	(149,287)	989	(82,097)	(127,267)	109,032	169,054	(154,958)	(97,750)	110,595	220,518	(218,290)	534,898	299,391		
Net Income																	
Change in Accounts Receivable		281,664	11,880	-	91,256	-		2,986	225	614	-	-	-		388,626		
Prior Year Accounts Receivable																	
Current Year Accounts Receivable													28,920	(654,376.57)	(625,457)		
Change in Due from		39,731	(749)	(1,063)	1,955	(3,695)	3,695	(82)	(500)		3,129	(2,629)		39,793			
Change in Accounts Payable		14,572	(141,805)										(21,175)	119,478.49	(28,930)		
Change in Due to				-	1,089	(1,089)	-	-	-	-	-	-		-			
Change in Accrued Vacation													65,271		65,271		
Change in Payroll Liabilities		9,898	(9,891)	603	478		38			99	(400)	(1,125)	280	(22)			
Change in Prepaid Expenditures		34,860		(13)			(1,560)	(35)					(238,901)	(205,648)			
Change in Deposits		(250,000)										(11,121)	241,121	(20,000)			
Ending Cash Balance		878,502	588,650	589,166	601,847	469,795	581,001	752,924	597,691	500,654	613,977	819,621	676,847	676,847	676,847		

Yu Ming Charter School  
Income Statement  
From 6/1/2018 to 6/30/2018

		Current Period Actual	Current Period Budget - Original	Current Period Budget Variance -	YTD Actual	YTD Budget - Original	YTD Budget Variance - Original	Total Budget - Original
Revenue								
Principal Apportionments								
8011	LCFF Revenue	399,588	1,118,464	(718,876)	2,423,163	2,466,247	(43,084)	2,466,247
8012	Education Protection Account	144,136	88,597	55,539	496,599	453,336	43,263	453,336
8019	LCFF - Prior Year Adjustment	4,997	0	4,997	7,139	0	7,139	0
8096	In Lieu of Property Taxes	0	0	0	0	0	0	0
	Total Principal Apportionments	548,721	1,207,061	(658,340)	2,926,901	2,919,583	7,318	2,919,583
Other Federal Income								
8181	Special Ed - IDEA	46,142	4,611	41,531	46,142	44,375	1,767	44,375
	Total Other Federal Income	46,142	4,611	41,531	46,142	44,375	1,767	44,375
Other State Income								
8550	Mandate Block Grant	0	(50,861)	50,861	55,832	4,861	50,971	4,861
8560	State Lottery Revenue	41,129	35,933	5,196	84,067	71,865	12,202	71,865
8590	MENTAL HEALTH II & III	21,780	25,000	(3,220)	37,620	25,000	12,620	25,000
8591	SB740	213,505	68,471	145,034	350,491	273,883	76,608	273,883
8599	All Other State Revenues	0	47,888	(47,888)	201,700	47,888	153,812	47,888
8792	Transfer of Apportionments - Sp Ed	20,092	17,494	2,598	185,926	192,442	(6,516)	192,442
	Total Other State Income	296,505	143,924	152,581	915,636	615,939	299,697	615,939
Other Income - Local								
8634	Food Service Sales	21	82,400	(82,379)	95	82,400	(82,306)	82,400
8690	All Other Local Revenue	16,018	32,280	(16,261)	431,231	312,037	119,194	312,037
8698	Grants	0	10,417	(10,417)	125,000	125,000	0	125,000
8699	Fundraising	32,933	390,000	(357,067)	674,810	390,000	284,810	390,000
8999	Prior Year Adjustment	(3,571)	0	(3,571)	0	0	(3,571)	0
	Total Other Income - Local	45,402	515,096	(469,695)	1,227,565	909,437	318,128	909,437
	Total Revenue	936,770	1,870,692	(933,922)	5,116,243	4,489,334	626,909	4,489,334
Expense								
Certificated Salaries								
1110	Teachers' Salaries	129,262	0	(129,262)	1,408,024	1,580,618	172,594	1,580,618
1170	Teacher Salaries - Substitute	5,781	0	(5,781)	36,139	12,618	(23,521)	12,618
1175	Teachers' Salaries - Stipend/Extra Duty	9,573	0	(9,573)	120,914	0	(120,914)	0
1200	Certificated Pupil Support Salaries	14,130	0	(14,130)	163,479	0	(163,479)	0
1300	Certificated Supervisor and Administrator Salaries	40,855	0	(40,855)	395,383	383,395	(11,988)	383,395
	Total Certificated Salaries	199,601	0	(199,601)	2,123,939	1,976,631	(147,308)	1,976,631
Classified Salaries								
2100	Instructional Aide Salaries	3,361	0	(3,361)	70,714	223,547	152,833	223,547
2200	Classified Support Salaries	6,341	0	(6,341)	62,221	48,072	(14,149)	48,072
2300	Classified Supervisor and Administrator Salaries	5,579	0	(5,579)	69,350	151,690	82,340	151,690
2400	Clerical/Technical/Office Staff Salaries	9,887	0	(9,887)	102,687	0	(102,687)	0
2900	Other Classified Salaries	13,490	0	(13,490)	147,194	85,643	(61,551)	85,643
	Total Classified Salaries	38,658	0	(38,658)	452,166	508,952	56,786	508,952
Employee Benefits								
3111	STRS - State Teachers Retirement System	27,966	0	(27,966)	296,585	226,279	(70,306)	226,279
3311	Social Security (OASDI)	2,541	0	(2,541)	30,962	92,384	61,422	92,384
3331	Medicare	3,370	0	(3,370)	36,348	0	(36,348)	0
3401	Health & Welfare	30,168	0	(30,168)	186,110	132,268	(53,842)	132,268
3501	State Unemployment Insurance	296	0	(296)	19,514	21,420	1,906	21,420
3601	Workers Compensation	10,289	0	(10,289)	37,922	32,014	(5,908)	32,014
3901	403b	0	0	0	0	0	0	0
3902	Other Benefits	65,271	0	(65,271)	66,083	0	(66,083)	0
	Total Employee Benefits	139,902	0	(139,902)	673,524	504,365	(169,159)	504,365
Supplies								
4110	Approved Textbooks & Core Curriculum Materials	0	0	0	6,054	40,000	33,946	40,000
4210	Books and Other Reference Materials	1,119	0	(1,119)	22,218	0	(22,218)	0
4310	Student Materials	2,718	0	(2,718)	46,560	49,853	3,293	49,853
4350	Office Supplies	1,677	0	(1,677)	16,693	20,632	3,939	20,632
4370	Custodial Supplies	810	0	(810)	8,955	3,183	(5,772)	3,183
4390	Other Supplies	6,620	0	(6,620)	48,662	25,465	(23,197)	25,465
4400	Non Capitalized Equipment	0	0	0	62,844	11,085	(51,759)	11,085
4700	Food and Food Supplies	3,258	0	(3,258)	22,054	77,000	54,946	77,000
	Total Supplies	16,202	0	(16,202)	234,041	227,218	(6,823)	227,218
Operating Services								
5200	Travel and Conferences	13,729	773	(12,957)	34,646	9,270	(25,376)	9,270
5300	Dues and Memberships	200	355	155	3,624	4,262	638	4,262
5450	General Insurance	178	0	(178)	21,612	24,102	2,490	24,102
5500	Operation and Housekeeping Services	11,525	10,066	(1,459)	98,450	120,794	22,344	120,794
5610	Building Rent	44,206	30,946	(13,259)	406,234	371,357	(34,877)	371,357
5620	Equipment Lease	7,234	2,214	(5,020)	35,080	26,571	(8,509)	26,571
5630	Vendor Repairs	1,275	974	(301)	6,432	11,690	5,258	11,690
5812	Field Trips/Pupil Transportation	12,296	2,583	(9,713)	117,657	31,000	(86,657)	31,000
5820	Legal / Audit Fees	22,225	3,777	(18,449)	66,312	45,320	(20,992)	45,320
5830	Advertisement / Recruitment	750	890	140	2,693	10,676	7,983	10,676
5850	Non Instructional Consultants	8,375	8,951	576	100,958	107,414	6,456	107,414
5851	Instructional Consultants	28,037	13,484	(14,553)	122,711	161,806	39,095	161,806

Yu Ming Charter School  
Income Statement  
From 6/1/2018 to 6/30/2018

		Current Period	Current Period		YTD Budget -	YTD Budget Variance	Total Budget -
		Current Period Actual	Budget - Original	Budget Variance -	Original	- Original	Original
5853	ExED	8,347	8,572	225	100,217	2,643	102,860
5860	Non Instructional Software and Subscriptions	146	987	841	8,470	3,375	11,845
5890	Other Fees / Bank Charges /Credit Card Fees	24,015	8,023	(15,992)	130,923	(34,653)	96,270
5896	Special ED Fair Share	9,565	613	(8,952)	9,565	(808)	8,757
5897	Fundraising Cost	25,904	3,030	(22,874)	32,565	3,794	36,359
5900	Communications	7,791	2,506	(5,285)	35,032	(4,962)	30,070
	Total Operating Services	225,799	98,743	(127,055)	1,333,182	(122,759)	1,210,423
	Total Expense	620,161	98,743	(521,418)	4,816,852	(389,263)	4,427,589
	Net Income	316,608	1,771,949	(1,455,340)	299,391	237,646	61,745

**Yu Ming Charter School  
Check Register**

**From 6/1/2018 to 6/30/2018**

Effective Date	Document Number	Name	Transaction Description	Transaction Amount
6/1/2018	1806011	STRIPE DASHBOARD	05/18: CREDIT CARD FEE	4.58
6/4/2018	1000553	ANITA TING-CHEH CHEN	REIM: TEA & FOOD FOR TEACHER EXPERIENCE	66.23
6/4/2018	1000554	DANNY LAU	REIM: PARTS FOR COFFEE URN REPAIRS	14.25
6/4/2018	1000555	FAGEN, FRIEDMAN & FULFROST, LLP	04/18: LEGAL SERVICES	167.50
6/4/2018	1000556	LYNNA TSOU	REIM: FUNDRAISING SUPPLIES FOR G7 CHINA TRIP	165.31
6/4/2018	1000557	MICHAEL'S TRANSPORTATION SERVICE, INC.	05/18: FIELD TRIP TRANSPORTATION	924.75
6/4/2018	1000558	MIN SARA ZHAO	REIM: REGISTRATION FEE FOR NEW YEAR PARADE	200.00
6/4/2018	1000559	OFFICE DEPOT	05/18: PAPER	122.32
6/4/2018	1000560	SARI SANGHVI, PHD	05/18: PSYCHO-EDUCATIONAL EVALUATION	4,000.00
6/4/2018	1000561	SHAMROCK OFFICE SOLUTIONS	05/18: SHIPPING FOR TONER	11.47
6/4/2018	1000562	STEVE CHEN	REIM: ROOM RENTAL & CATERING	20,649.74
6/4/2018	1000563	THE SPEECH PATHOLOGY CONSULTANT	04/18: SPEECH PATHOLOGY CONSULTANT	7,110.00
6/4/2018		THE SPEECH PATHOLOGY CONSULTANT	03/18: SPEECH PATHOLOGY CONSULTANT	787.50
6/4/2018	1000564	XIAOYAN WANG	REIM: FOOD & SUPPLIES FOR PARENT EDUCATION NIGHT EVENT	373.98
6/4/2018	1806040	CARDMEMBER SERVICE	04/10/18-05/09/18: CREDIT CARD PURCHASES	8,652.53
6/4/2018	1806041	STRIPE DASHBOARD	06/18: CREDIT CARD FEE	4.14
6/5/2018	1504	TAMIEURE WARD	06/18: PAYROLL	66.26
6/5/2018	1806051	STRIPE DASHBOARD	06/18: CREDIT CARD FEE	26.69
6/5/2018	1806052	PG&E	04/17/18-05/16/18: GAS AND ELECTRIC (2086434523-4)	1,097.61
6/5/2018	1806053	PG&E	04/17/18-05/17/18: GAS & ELECTRIC (3514922506-8)	1,410.25
6/6/2018	1806061	STRIPE DASHBOARD	06/18: CREDIT CARD FEE	88.64
6/6/2018	1806062	AT&T	04/14/18-05/13/18: PHONE (960 761 3474 555 8)	1,278.23
6/7/2018	1806071	STRIPE DASHBOARD	06/18: CREDIT CARD FEE	5.25
6/8/2018	1806081	STRIPE DASHBOARD	06/18: CREDIT CARD FEE	8.78
6/11/2018	1000565	ALAMEDA COUNTY OFFICE OF EDUCATION	04/18-06/18: STRS PROCESSING FEE	354.00
6/11/2018	1000566	BAY JANITORIAL SUPPLY, INC.	05/18: TOWELS, TISSUES, GLOVES, HAND SOAP	387.24
6/11/2018		BAY JANITORIAL SUPPLY, INC.	06/18: TOWELS	124.55
6/11/2018	1000567	HANNAH ACEVEDO	05/18: BEHAVIORAL CONSULTANT	1,906.25
6/11/2018	1000568	JAMIE GAO	REIM: MAP TEST, FLASH CARDS & OTHER SUPPLIES	154.47
6/11/2018	1000569	JHEQUELA KING	REIM: FOOD FOR FSO GENERAL MEETING	156.49
6/11/2018	1000570	JIAYING XU	REIM: DECORATION SUPPLIES	85.33
6/11/2018		JIAYING XU	REIM: LITERACY CHART, LAP BOARDS & OTHER SUPPLIES	224.88
6/11/2018	1000571	KAISER FOUNDATION HEALTH PLAN	07/18: HEALTH INSURANCE PREMIUMS FROM 04/26/18-05/25/18	14,604.01
6/11/2018	1000572	KEYI WANG	REIM: SEEDS, DRY ERASE, CHARTS & OTHER SUPPLIES	690.78
6/11/2018	1000573	LAW OFFICES OF YOUNG, MINNEY & CORR, LLP.	05/18: LEGAL SERVICES	1,513.82
6/11/2018	1000574	LYNNA TSOU	REIM: FOOD FOR INTERN HOST FAMILY MEETING	27.00
6/11/2018	1000575	MICHAEL'S TRANSPORTATION SERVICE, INC.	05/18: FIELD TRIP TRANSPORTATION	770.00
6/11/2018		MICHAEL'S TRANSPORTATION SERVICE, INC.	05/18: FIELD TRIP TRANSPORTATION	845.68
6/11/2018	1000576	NOB HILL CATERING, INC.	05/18: STUDENT BREAKFAST	1,462.75
6/11/2018		NOB HILL CATERING, INC.	04/18: STUDENT LUNCHES	2,397.00
6/11/2018	1000577	OFFICE DEPOT	05/18: PAPER & TAPE	161.08
6/11/2018		OFFICE DEPOT	05/18: PAPER	91.74
6/11/2018	1000578	PATRICIA LOW	REIM: FLIGHT FOR EDU CONFERENCE	251.79
6/11/2018	1000579	REACH INSTITUTE FOR SCHOOL LEADERSHIP	06/18: INDUCTION PROGRAM	750.00
6/11/2018	1000580	SARI SANGHVI, PHD	05/18-06/18: PSYCHO-EDUCATIONAL EVALUATION	425.00
6/11/2018	1000581	SHAMROCK OFFICE SOLUTIONS	03/01/18-05/31/18: COPIER LEASE OVERAGE CHARGE	3,774.41
6/11/2018	1000582	STARLINE SUPPLY COMPANY	05/18: CLEANERS, FOAM, ROLL TOWELS	249.45
6/11/2018	1000583	TAMARA TEFFETELLER	05/18: PSYCHO EDUCATIONAL CONSULTANT	3,000.00
6/11/2018	1000584	WEILIN CHEN	REIM: DVD'S FOR ECP	75.16
6/11/2018	1000585	XINYI XU	REIM: PHONE SERVICE FOR G7 CHINA TRIP	1,012.01
6/11/2018	1806111	STRIPE DASHBOARD	06/18: CREDIT CARD FEE	4.58
6/12/2018	1806121	STRIPE DASHBOARD	06/18: CREDIT CARD FEE	2.18
6/13/2018	1806131	STRIPE DASHBOARD	06/18: CREDIT CARD FEE	157.34
6/14/2018	1806141	STRIPE DASHBOARD	06/18: CREDIT CARD FEE	0.30
6/15/2018	1806151	STRIPE DASHBOARD	06/18: CREDIT CARD FEE	6.74
6/18/2018	1806181	STRIPE DASHBOARD	06/18: CREDIT CARD FEE	1.18
6/19/2018	1000586	AVANT ASSESSMENT, LLC.	06/18: STAMP TESTING	35.80
6/19/2018	1000587	BAY ALARM COMPANY	06/01/18-06/30/18: BURGLAR MONITORING FEE (21183520)	534.00
6/19/2018	1000588	BRIGITTE YEH	REIM: GARDEN SUPPLIES	121.16
6/19/2018	1000589	CIT	06/18: PHONE SYSTEM	288.06
6/19/2018	1000590	CLIFTON LARSON ALLEN LLP	06/18: 1ST PROGRESS BILLING Y/E JUNE 2018	3,000.00
6/19/2018	1000591	HIRAM JAMISON	REIM: AFTER SCHOOL SUPPLIES FOR ECP	79.62
6/19/2018	1000592	KEVIN LAU	REIM: TICKETS TO TEACHERS EXPERIENCE	80.00
6/19/2018	1000593	SHAMROCK OFFICE SOLUTIONS	06/18: SHIPPING FOR TONER	11.47
6/19/2018		SHAMROCK OFFICE SOLUTIONS	06/18: SHIPPING FOR TONER	11.47
6/19/2018	1000594	THERAPY WORKS	05/18: OCCUPATIONAL THERAPY SERVICES	735.50
6/19/2018		THERAPY WORKS	06/18: OCCUPATIONAL THERAPY SERVICES	1,629.00
6/19/2018	1000595	WEI SHEN	REIM: PAINT SUPPLIES FOR TEACHER'S EXPERIENCE	280.16
6/19/2018	1000596	YI HUNG WU	REIM: FOOD & PAINTING SUPPLIES FOR TEACHER'S EXPERIENCE	409.50
6/19/2018	1000597	YU-SHUAN TARANGO-SHO	REIM: FOOD FOR KINDER PLAYDATE & EQUITY DESIGN MEETING	376.99
6/19/2018	1806191	STRIPE DASHBOARD	06/18: CREDIT CARD FEE	27.31

**Yu Ming Charter School  
Check Register**

**From 6/1/2018 to 6/30/2018**

Effective Date	Document Number	Name	Transaction Description	Transaction Amount
6/20/2018	1806201	STRIPE DASHBOARD	06/18: CREDIT CARD FEE	0.96
6/20/2018	1806202	AT&T	05/26/18-06/25/18: PHONE (510 923-6171 284 2)	152.19
6/22/2018	1806221	BENEVITY COMMUNITY IMPACT FUND	06/18: MANAGEMENT FEE	14.50
6/25/2018	1000598	ALEXIS GONZALES	REIM: FACE PAINT FOR ECP	22.11
6/25/2018	1000599	ALIN WEN	REIM: PAINT WOOD,CARD STOCKS & OTHER SUPPLIES	504.33
6/25/2018	1000600	CHRISTINA CHANG	REIM: PRINTING FOR AUCTION & BENEFITS	525.00
6/25/2018	1000601	CO POWER	07/18: DENTAL INSURANCE PREMIUM	1,674.01
6/25/2018	1000602	DAN DAN LIU	REIM: CHOCOLATE TASTE TOUR FOR TEACHER'S EXPERIENCE	228.00
6/25/2018	1000603	DELTA EDUCATION	06/18: SPOONS,CUPS,BATTERIES & OTHER SUPPLIES	397.44
6/25/2018	1000604	EDTEC,INC.	05/18: CONSULTING SERVICES	187.50
6/25/2018	1000605	EXED	06/18:CALPADS & SIS SUPPORT SERVICES	8,346.63
6/25/2018	1000606	FIRST NOTE FINANCE, INC.	06/18: PROP 39 MANAGEMENT SERVICE	1,131.10
6/25/2018	1000607	JENNIFER SUEN	REIM: SUPPLIES FOR TEACHER'S EXPERIENCE	173.23
6/25/2018	1000608	JIAYING XU	REIM: DECORATIONS,PAPER BAGS & OTHER SUPPLIES	275.12
6/25/2018	1000609	LISA HILLEY	REIM: SUPPLIES FOR TEACHER'S APPRECIATION	587.57
6/25/2018	1000610	MICHAEL'S TRANSPORTATION SERVICE, INC.	06/18: FIELD TRIP TRANSPORTATION	787.75
6/25/2018	1000611	MIN SARA ZHAO	REIM: PHOTO BOOTH RENTAL FOR AUCTION & BENEFIT	304.25
6/25/2018	1000612	OFFICE DEPOT	06/18: TAPE & PAPER	132.71
6/25/2018	1000613	POWERSCHOOL GROUP, LLC.	07/01/19-07/27/19: POWERSCHOOL SIS PROGRAM	4,342.57
6/25/2018	1000614	SACRAMENTO COUNTY OFFICE OF EDUCATION	05/18: FIELD TRIP	5,815.50
6/25/2018	1000615	SACRED HEART CHURCH	07/18: RENT	17,945.00
6/25/2018	1000616	SHAMROCK OFFICE SOLUTIONS	06/18: SHIPPING FOR TONER	11.47
6/25/2018	1000617	ST. COLUMBA PARISH CHURCH	07/18: RENT	17,454.00
6/25/2018	1000618	STEVE CHEN	REIM: SUPPLIES FOR AUCTION & BENEFITS	2,952.95
6/25/2018	1000619	SYNCB/AMAZON	06/18: CLEANER	204.32
6/25/2018	1000620	U.S. BANK EQUIPMENT FINANCE	06/01/18-07/01/18: COPIER LEASE	2,087.89
6/25/2018	1000621	YI HUNG WU	REIM: STUDENT MATERIALS	499.44
6/25/2018	1000622	YUE SHAO	REIM: FOOD FOR TEACHER'S EXPERIENCE	203.31
6/26/2018	1806261	VSP VISION CARE	07/18: VISION INSURANCE	211.61
6/27/2018	1000623	MCCOWN & EVANS LLP	02/18: LEGAL SERVICES	5,185.00
6/27/2018	1000624	MCCOWN & EVANS LLP	02/18: LEGAL SERVICES	5,185.00
6/27/2018	1000625	MCCOWN & EVANS LLP	02/18: LEGAL SERVICES	5,185.00
6/28/2018	1000626	ALAMEDA COUNTY OFFICE OF EDUCATION	06/18: STRS	44,482.52
6/29/2018	1000627	ALAMEDA COUNTY OFFICE OF EDUCATION	06/18: STRS	2,128.65
6/29/2018	1505	SUE PARK	06/18: PAYROLL	5,796.77
Total 9120 - Cash in Bank - Operating				225,658.66
Report Total				225,658.66



**Alameda County Office of Education  
Charter Schools Office  
Unaudited Actuals Submission Checklist  
Fiscal Year 2018/19**

Charter School Name: YU MING CHARTER SCHOOL

Date: 8/31/2018

We have developed this checklist to assist you in the submission of your Unaudited Actuals.  
Please return this completed checklist with your Submitted Packet. Thank you.

- ☒ Charter Schools **17/18** Unaudited Actuals Alternative Form (hard copy must match electronic copy)
- ☒ Completed Charter School Unaudited Actuals Certification Form - with Original Signatures
- ☒ Electronic Copy of Charter Schools Official Unaudited Actuals Alternative Form (using CDE required file; file name saved correctly; with no linked data)
- ☒ Financial Reports from the computer system showing Balance Sheet with detailed list of A/P & A/R, and Income Statement (Revenue and Expense Report)
- ☒ Beginning Fund Balance matches/mirrors the **16/17** Ending Fund Balance by Unrestricted/Restricted
- ☒ Detailed list of Accounts Receivable
- ☒ *Special Education Maintenance of Effort as submitted to SELPA (if applicable)*
- ☒ *Electronic Copy of LCFF Calculator (required for all ACOE approved charters)*

**Comments:**

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**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM  
July 1, 2017 to June 30, 2018**

**CHARTER SCHOOL CERTIFICATION**

**Charter School Name:** Yu Ming Charter  
**CDS #:** 01100170124172  
**Charter Approving Entity:** Alameda County Office of Education  
**County:** Alameda  
**Charter #:** 1296

**NOTE: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:**

For information regarding this report, please contact:

<u>For County Fiscal Contact:</u>	<u>For Approving Entity:</u>	<u>For Charter School:</u>
<u>Shirene Moreira</u> Name	<u>Teresa Kapellas</u> Name	<u>Sue Park</u> Name
<u>District Advisory Services</u> Title	<u>Executive Director, Admin. Services</u> Title	<u>Head of School</u> Title
<u>510-670-4192</u> Telephone	<u>510-670-4272</u> Telephone	<u>510-452-2063</u> Telephone
<u>smoreira@acoe.org</u> E-mail address	<u>tkapellas@acoe.org</u> E-mail address	<u>spark@yumingschool.org</u> E-mail address

To the entity that approved the charter school:

(  X ) 2017-18 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 42100(b).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Charter School Official  
(Original signature required)

Printed Name: Sue Park Title: Head of School

To the County Superintendent of Schools:

(  X ) 2017-18 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative of  
Charter Approving Entity  
(Original signature required)

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

To the Superintendent of Public Instruction:

(  X ) 2017-18 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
County Superintendent/Designee  
(Original signature required)



**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2017 to June 30, 2018

Charter School Name: Yu Ming Charter

CDS #: 01100170124172

Charter Approving Entity: Alameda County Office of Education

County: Alameda

Charter #: 1296

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

☒ **Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 7438, 9400-9489, 9660-9669, 9796, and 9797)

☐ **Modified Accrual Basis** (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
<b>A. REVENUES</b>				
1. LCFF Sources				
State Aid - Current Year	8011	2,423,163.00		2,423,163.00
Education Protection Account State Aid - Current Year	8012	496,599.00		496,599.00
State Aid - Prior Years	8019	3,568.00		3,568.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	0.00		0.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		2,923,330.00	0.00	2,923,330.00
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290			0.00
Special Education - Federal	8181, 8182		46,142.00	46,142.00
Child Nutrition - Federal	8220			0.00
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299			0.00
Total, Federal Revenues		0.00	46,142.00	46,142.00
3. Other State Revenues				
Special Education - State	StateRevSE		185,925.58	185,925.58
All Other State Revenues	StateRevAO	117,234.79	612,475.46	729,710.25
Total, Other State Revenues		117,234.79	798,401.04	915,635.83
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO	1,231,135.55		1,231,135.55
Total, Local Revenues		1,231,135.55	0.00	1,231,135.55
5. TOTAL REVENUES		4,271,700.34	844,543.04	5,116,243.38
<b>B. EXPENDITURES (see NOTE in Section L)</b>				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	1,505,597.38	59,480.00	1,565,077.38
Certificated Pupil Support Salaries	1200	44,250.07		44,250.07
Certificated Supervisors' and Administrators' Salaries	1300	395,383.08	119,228.79	514,611.87
Other Certificated Salaries	1900			0.00
Total, Certificated Salaries		1,945,230.53	178,708.79	2,123,939.32
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	45,876.29	24,837.88	70,714.17
Noncertificated Support Salaries	2200	62,220.89		62,220.89
Noncertificated Supervisors' and Administrators' Salaries	2300	69,349.94		69,349.94
Clerical and Office Salaries	2400	102,687.05		102,687.05
Other Noncertificated Salaries	2900	147,194.43		147,194.43
Total, Noncertificated Salaries		427,328.60	24,837.88	452,166.48

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2017 to June 30, 2018

Charter School Name: Yu Ming Charter

CDS #: 01100170124172

Description	Object Code	Unrestricted	Restricted	Total
<b>3. Employee Benefits</b>				
STRS	3101-3102	270,797.08	25,787.68	296,584.76
PERS	3201-3202			0.00
OASDI / Medicare / Alternative	3301-3302	62,818.69	4,491.38	67,310.07
Health and Welfare Benefits	3401-3402	186,109.84		186,109.84
Unemployment Insurance	3501-3502	19,412.43	101.77	19,514.20
Workers' Compensation Insurance	3601-3602	37,921.93		37,921.93
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902	66,083.22		66,083.22
Total, Employee Benefits		643,143.19	30,380.83	673,524.02
<b>4. Books and Supplies</b>				
Approved Textbooks and Core Curricula Materials	4100	6,053.78		6,053.78
Books and Other Reference Materials	4200	22,218.47		22,218.47
Materials and Supplies	4300	96,749.43	24,121.19	120,870.62
Noncapitalized Equipment	4400	62,843.95		62,843.95
Food	4700	22,053.78		22,053.78
Total, Books and Supplies		209,919.41	24,121.19	234,040.60
<b>5. Services and Other Operating Expenditures</b>				
Subagreements for Services	5100			0.00
Travel and Conferences	5200	34,646.39		34,646.39
Dues and Memberships	5300	3,624.32		3,624.32
Insurance	5400	21,611.99		21,611.99
Operations and Housekeeping Services	5500	98,450.24		98,450.24
Rentals, Leases, Repairs, and Noncap. Improvements	5600	97,254.98	350,490.71	447,745.69
Transfers of Direct Costs	5700-5799			0.00
Professional/Consulting Services and Operating Expend.	5800	601,588.62	90,482.60	692,071.22
Communications	5900	35,032.05		35,032.05
Total, Services and Other Operating Expenditures		892,208.59	440,973.31	1,333,181.90
<b>6. Capital Outlay</b>				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major				
Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Depreciation Expense (accrual basis only)	6900			0.00
Total, Capital Outlay		0.00	0.00	0.00
<b>7. Other Outgo</b>				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00
<b>8. TOTAL EXPENDITURES</b>		4,117,830.32	699,022.00	4,816,852.32

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2017 to June 30, 2018

Charter School Name: Yu Ming Charter

CDS #: 01100170124172

Description	Object Code	Unrestricted	Restricted	Total
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		153,870.02	145,521.04	299,391.06
<b>D. OTHER FINANCING SOURCES / USES</b>				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(47,970.35)	47,970.35	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		(47,970.35)	47,970.35	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)</b>		105,899.67	193,491.39	299,391.06
<b>F. FUND BALANCE / NET POSITION</b>				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	1,108,216.12	39,084.00	1,147,300.12
b. Adjustments/Restatements	9793, 9795			0.00
c. Adjusted Beginning Fund Balance /Net Position		1,108,216.12	39,084.00	1,147,300.12
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		1,214,115.79	232,575.39	1,446,691.18
<b>Components of Ending Fund Balance (Modified Accrual Basis only)</b>				
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
<b>3. Components of Ending Net Position (Accrual Basis only)</b>				
a. Net Investment in Capital Assets	9796			0.00
b. Restricted Net Position	9797		232,575.39	232,575.39
c. Unrestricted Net Position	9790A	1,214,115.79	0.00	1,214,115.79

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2017 to June 30, 2018

Charter School Name: Yu Ming Charter

CDS #: 01100170124172

Description	Object Code	Unrestricted	Restricted	Total
<b>G. ASSETS</b>				
1. Cash				
In County Treasury	9110	444,271.67	232,575.39	676,847.06
Fair Value Adjustment to Cash in County Treasury	9111			0.00
In Banks	9120			0.00
In Revolving Fund	9130			0.00
With Fiscal Agent/Trustee	9135			0.00
Collections Awaiting Deposit	9140			0.00
2. Investments	9150			0.00
3. Accounts Receivable	9200	82.25		82.25
4. Due from Grantor Governments	9290	642,634.57		642,634.57
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	240,859.62		240,859.62
7. Other Current Assets	9340	50,000.00		50,000.00
8. Capital Assets (accrual basis only)	9400-9489			0.00
9. TOTAL ASSETS		1,377,848.11	232,575.39	1,610,423.50
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>				
1. Deferred Outflows of Resources	9490			0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
<b>I. LIABILITIES</b>				
1. Accounts Payable	9500	163,732.32		163,732.32
2. Due to Grantor Governments	9590			0.00
3. Current Loans	9640			0.00
4. Unearned Revenue	9650			0.00
5. Long-Term Liabilities (accrual basis only)	9660-9669			0.00
6. TOTAL LIABILITIES		163,732.32	0.00	163,732.32
<b>J. DEFERRED INFLOWS OF RESOURCES</b>				
1. Deferred Inflows of Resources	9690			0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
<b>K. FUND BALANCE /NET POSITION</b>				
Ending Fund Balance /Net Position, June 30 (G9 + H2) - (I6 + J2) (must agree with Line F2)		1,214,115.79	232,575.39	1,446,691.18

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2017 to June 30, 2018

Charter School Name: Yu Ming Charter

CDS #: 01100170124172

**L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT**

**NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:**

**1. Federal Revenue Used for Capital Outlay and Debt Service**

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. NONE	\$ 0.00	0.00	0.00
b.			0.00
c.			0.00
d.			0.00
e.			0.00
f.			0.00
g.			0.00
h.			0.00
i.			0.00
j.			0.00
TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE	0.00	0.00	0.00

**2. Community Services Expenditures**

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures	Amount (Enter "0.00" if none)
a. Certificated Salaries	1000-1999 0.00
b. Noncertificated Salaries	2000-2999 0.00
c. Employee Benefits	except 3801- 0.00
d. Books and Supplies	4000-4999 0.00
e. Services and Other Operating Expenditures	5000-5999 0.00
TOTAL COMMUNITY SERVICES EXPENDITURES	0.00



**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

**July 1, 2017 to June 30, 2018**

**Charter School Name:** Yu Ming Charter

**CDS #:** 01100170124172

**3. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:**

Results of this calculation will be used for comparison with 2016-17 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2019-20.

a. Total Expenditures (B8)	4,816,852.32
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	46,142.00
c. Subtotal of State & Local Expenditures [a minus b]	4,770,710.32
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total]	0.00
TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE [c minus d minus e]	\$ 4,770,710.32

Yu Ming Charter School  
Balance Sheet  
As of 6/30/2018  
Current Year

Assets

Cash

Cash in Bank - Operating 676,847.06

Total Cash 676,847.06

Accounts Receivable

Due from Government Grantor 642,634.57

Total Accounts Receivable 642,634.57

Due From Others 82.25

Prepaid Expenses 240,859.62

Deposits 50,000.00

Net Fixed Assets

Improvement of Sites 14,420.00

Accumulated Depreciation-Sites (14,420.00)

Computer / Equipment 10,800.00

Accumulated Depreciation-Computer /Equipment (10,800.00)

Total Net Fixed Assets 0.00

Total Assets 1,610,423.50

Liabilities

Accounts Payable 53,720.16

Accrued Payables 44,583.33

Payroll Liabilities

State Tax Withholding 157.99

Total Payroll Liabilities 157.99

Accrued Vacation 65,270.84

Total Liabilities 163,732.32

Equity

Net Income / (Loss) 299,391.06

Total Equity 299,391.06

Beginning Fund Balance

1,147,300.12

Total Beginning Fund Balance 1,147,300.12

Total Liabilities & Equity

1,610,423.50

Object Code	Object Title	Doc Number	Description	Session ID	Effective	Doc Date	Debit	Credit	Tran Src
9200	Accounts Receivable				Opening Balance		94,386.20		
9200	Accounts Receivable	DEP07/12/17 01	07/17: FY16-17-PY-EPA FU09/27/17JM1D		7/12/2017	7/12/2017		94,181.00	CR
9200	Accounts Receivable	DEP09/18/17 02	RCL-06/17-08/17: FY17-18- 08/14/18JM1DR		6/30/2018	6/30/2018		<u>205.20</u>	CR
					Transaction Total		<u>0.00</u>	<u>94,386.20</u>	
Balance 9200	Accounts Receivable							0.00	
9290	Due from Government Grantor				Opening Balance		311,417.42		
9290	Due from Government Gran	DEP07/14/17 01	07/17: FY16-17-PY-LOCAL 09/27/17JM1D		7/14/2017	7/14/2017		204,705.00	CR
9290	Due from Government Gran	DEP07/14/17 01	07/17: FY16-17-PY-NEW G 09/27/17JM1D		7/14/2017	7/14/2017	32,888.00		CR
9290	Due from Government Gran	DEP07/20/17 01	07/17: FY16-17-PY-LOTTEF09/27/17JM1D		7/20/2017	7/20/2017		8,301.41	CR
9290	Due from Government Gran	DEP07/20/17 01	07/17: FY16-17-PY-LOTTEF09/27/17JM1D		7/20/2017	7/20/2017		7,365.00	CR
9290	Due from Government Gran	DEP08/31/17 02	08/17: FY16-17-PY-MENTA 09/20/17JM2D		8/31/2017	8/31/2017		11,880.00	CR
9290	Due from Government Gran	DEP10/23/17 01	10/17: FY16-17-PY-LOTTEF 11/20/17JM2D		10/23/2017	10/23/2017		7,505.48	CR
9290	Due from Government Gran	DEP10/23/17 01	10/17: FY16-17-PY-LOTTEF 11/20/17JM2D		10/23/2017	10/23/2017		8,102.55	CR
9290	Due from Government Gran	DEP10/31/17 05	08/17: FY16-17-PY-SB740 ( 11/01/17JM1D		10/31/2017	10/31/2017		75,647.96	CR
9290	Due from Government Gran	DEP01/25/18 01	01/18: FY16-17-PY-LOTTEF02/06/18JM4D		1/25/2018	1/25/2018		2,986.31	CR
9290	Due from Government Gran	DEP02/28/18 02	02/18: FY16-17-PY-SPECIA03/02/18JM2D		2/28/2018	2/28/2018		225.00	CR
9290	Due from Government Gran	DEP03/29/18 01	03/18: FY16-17-PY-SPECIA04/02/18JM2D		3/29/2018	3/29/2018		98.00	CR
9290	Due from Government Gran	DEP03/29/18 01	03/18: FY16-17-PY-SPECIA04/02/18JM2D		3/29/2018	3/29/2018		516.00	CR
9290	Due from Government Gran	DEP06/29/18 02	06/18: FY16-17-PY-SPECIA06/29/18JM1D		6/29/2018	6/29/2018		224.00	CR
9290	Due from Government Gran JE1		ACCRUE 16-17-PROPERT`08/14/18JM1J		6/30/2018	6/30/2018		4,965.00	JV
9290	Due from Government Gran JE1		ACCRUE 16-17-SPECIAL E08/14/18JM1J		6/30/2018	6/30/2018		7,045.42	JV
9290	Due from Government Gran JE1		ACCRUE 16-17-SB740 CH/08/14/18JM1J		6/30/2018	6/30/2018		2,147.29	JV
9290	Due from Government Gran JE1		ACCRUE 16-17-LOCAL CO08/14/18JM1J		6/30/2018	6/30/2018		2,591.00	JV
9290	Due from Government Gran JE1		ACCRUE 16-17-PROPERT`08/16/18JM1JRV		6/30/2018	6/30/2018	4,965.00		JV
9290	Due from Government Gran JE1		ACCRUE 17-18 LCFF 08/23/18JM1J		6/30/2018	6/30/2018	180,052.00		JV
9290	Due from Government Gran JE1		ACCRUE 17-18 EPA 08/23/18JM1J		6/30/2018	6/30/2018	144,136.00		JV
9290	Due from Government Gran JE1		ACCRUE 17-18 LCFF PY A08/23/18JM1J		6/30/2018	6/30/2018	715.00		JV
9290	Due from Government Gran JE1		ACCRUE 17-18 EPA PY AC08/23/18JM1J		6/30/2018	6/30/2018	3,568.00		JV
9290	Due from Government Gran JE1		ACCRUE 17-18 SPECIAL E08/23/18JM1J		6/30/2018	6/30/2018	34,209.00		JV
9290	Due from Government Gran JE1		ACCRUE 17-18 LOTTERY-I08/23/18JM1J		6/30/2018	6/30/2018	20,013.32		JV
9290	Due from Government Gran JE1		ACCRUE 17-18 LOTTERY-I08/23/18JM1J		6/30/2018	6/30/2018	21,115.25		JV
9290	Due from Government Gran JE1		ACCRUE 17-18 SB-740 08/23/18JM1J		6/30/2018	6/30/2018	215,652.00		JV
9290	Due from Government Gran JE1		ACCRUE 17-18 MENTAL H08/23/18JM1J		6/30/2018	6/30/2018	21,780.00		JV
9290	Due from Government Gran JE1		ACCRUE-17-18 IN LIEU OF08/23/18JM1J		6/30/2018	6/30/2018		<u>3,571.00</u>	JV
					Transaction Total		<u>679,093.57</u>	<u>347,876.42</u>	
Balance 9290	Due from Government Grantor						<u>642,634.57</u>		

Report Opening/C	<u>405,803.62</u>	<u>0.00</u>
Report Transaction Totals	<u>679,093.57</u>	<u>442,262.62</u>
Report Current Balances	<u>1,084,897.19</u>	<u>442,262.62</u>
Report Difference	<u>642,634.57</u>	

**Yu Ming Charter**  
**Accounts Payable**  
**As of 6/30/2018**

Vendor Name	Invoice Number	Current
STACY LEE GARDNER	70	1,125.00
ANTONIO MUSCARDIN	050118VM	600.00
PAMELA HARRISON SMALL	061918PHS	750.00
STARLINE SUPPLY COMPANY	066801A	4.12
CARDMEMBER SERVICE	070318CS	13,586.71
ANTONIO MUSCARDIN	070618VM	600.00
SYNCB/AMAZON	071018SYNC	52.89
ST. COLUMBA PARISH CHURCH	071218STCO	250.00
EBMUD PAYMENT CENTER	071318EBMUD	386.17
LYNN PERKINS	071518LP	600.00
EBMUD PAYMENT CENTER	071718EBMUD	375.47
EBMUD PAYMENT CENTER	071718EBMUD-1	195.40
KAISER FOUNDATION HEALTH PLAN	072518KP	1,834.89
CARDMEMBER SERVICE	080218CS	4,603.30
EBMUD PAYMENT CENTER	081718EBMUD	335.07
HANNAH ACEVEDO	1033	312.50
DAWN WILLIAMS FERREIRA	111	225.00
EDTEC, INC.	14837	112.50
DELTA EDUCATION	2.02502E+11	110.81
BAY ALARM COMPANY	21183520180615M-1	8.01
CHARTERSAFE	24910	10,289.46
DONAHUE FITZGERALD ATTORNEYS	301255	314.00
DONAHUE FITZGERALD ATTORNEYS	302575	1,052.00
A PLUS CHARTER CONSULTING, INC.	3420	1,500.00
CITY OF OAKLAND - FALSE ALARM	35804720	84.00
LAW OFFICES OF YOUNG, MINNEY & CORR,	55763	522.50
PICABOO YEARBOOKS	57068d84-cdb8-e014	55.84
FAGEN, FRIEDMAN & FULFROST, LLP	59104	100.50
INTERNATIONAL FIRE EQUIPMENT	723692	750.00
DURHAM SCHOOL SERVICES	91567722	561.93
THE SPEECH PATHOLOGY CONSULTANT	INV013325	10,125.00
SHARON LEONG	REIM052618SL	537.45
YI ANGELOV	REIM061218YA	505.89
TERESA LUCAN	REIM061518TL	333.65
CELIA PASCUAL	REIM062518CP	287.62
TERESA LUCAN	REIM062518TL	97.98
CHRISTINA EDWARDS	REIM072418CE	66.55
DAVID TJEN	REIM080818DT	75.20
NOB HILL CATERING, INC.	YMC061518	<u>392.75</u>
Report Total		<u>53,720.16</u>

**Yu Ming Charter**  
**Accrued Payables - 9501**  
**As of 06/30/2018**

Object Code	Effective Date	Name	Transaction Description	Amount	Received	Difference	
3401	6/30/2018	KAISER FOUNDATION HEALTH PLAN	ACCRUE - HEALTH INSURANCE PREMIUMS FROM 05/26/18-06/25/18	14,604.01		14,604.01	
5890	6/30/2018	ALAMEDA COUNTY OFFICE OF EDUCATION	ACCRUE - 04/01/18-06/30/18: OVERSIGHT & MONITORING FEES	23,224.59		23,224.59	
5900	6/30/2018	AT&T	ACCRUE - 05/14/18-06/13/18: PHONE (960 761 3474 555 8)	1,277.44		1,277.44	
5900	6/30/2018	AT&T	ACCRUE - 06/14/18-06/30/18: PHONE (960 761 3474 555 8)	828.45		828.45	
5900	6/30/2018	AT&T	ACCRUE - 06/26/18-06/30/18: PHONE (510 923-6171 284 2)	25.37		25.37	
5500	6/30/2018	PG&E	ACCRUE - 05/16/18-06/15/18: GAS & ELECTRIC (3514922506-8)	1,278.17		1,278.17	
5500	6/30/2018	PG&E	ACCRUE - 06/16/18-06/30/18: GAS & ELECTRIC (3514922506-8)	331.87		331.87	
5500	6/30/2018	PG&E	ACCRUE - 05/16/18-06/15/18: GAS AND ELECTRIC (2086434523-4)	1,223.37		1,223.37	
5500	6/30/2018	PG&E	ACCRUE - 06/16/18-06/30/18: GAS AND ELECTRIC (2086434523-4)	287.97		287.97	
5620	6/30/2018	SHAMROCK OFFICE SOLUTIONS	ACCRUE - 06/01/18-06/30/18: COPIER LEASE OVERAGE CHARGE	1,067.85		1,067.85	ESTIMATE
5900	6/30/2018	COMCAST	ACCRUE - 06/19/18-06/30/18: CC- INTERNET SERVICE (5378779)	216.69		216.69	ESTIMATE
5900	6/30/2018	COMCAST	ACCRUE - 06/19/18-06/30/18: CC- INTERNET SERVICE (4399677)	217.55		217.55	ESTIMATE
						-	
			<b>AS OF 06/30/2018</b>	<b>44,583.33</b>	<b>-</b>	<b>44,583.33</b>	<b>-</b>

# El Dorado Charter SELPA

## 2017-18 Year-End Maintenance of Effort

The Actual-Actual report, due **September 7, 2018**, is required for all SELPA member LEAs. Only yellow-shaded cells accept user input. You may save this report and return to it, print it or submit it using the buttons at the bottom.

MOE is a federal requirement of receiving federal funds, each charter LEA must spend each year (from state and local sources) at least what was spent in the subsequent year (with allowable exceptions). Additionally, each charter LEA must budget (state and local sources) for the next year at least what was spent in the current year (with allowable exceptions). These tests must be met on either an aggregate or a per capita basis. Authority: Section 1413 of Title 20 of the United State Code; Title 34, Section 300.203 of the Code of the Federal Regulations; and Education Code Section 56205.

[Click here for a complete definition of MOE.](#)

[Click here for detailed instructions on completing this template.](#)

Yu Ming Charter				Pupil Count (Dec 2016):		25
CDS Code	STATE AID	MH LEVEL 2	MH LEVEL 3	MH LEVEL 3	FEDERAL	TOTALS
01-10017-0124172						
	<i>RS 6500</i>	<i>RS 6512</i>	<i>RS 6512</i>	<i>RS 3327</i>	<i>RS 3310</i>	
<b>SPECIAL EDUCATION REVENUE</b>						
State Reserve Available (if applicable)	0					0
Prior Year Carry Over	0	0				0
State	183,855	37,620	0			221,475
Federal				0	46,142	46,142
State and Federal Reallocation	0				0	0
State Reserve (Earned)	0					0
5000-Admin/Set Aside Fees	9,565					9,565
<b>TOTAL AVAILABLE</b>	193,420	37,620	0	0	46,142	277,182
<b>SPECIAL EDUCATION EXPENDITURES</b>						
	STATE AID	MH LEVEL 2	MH LEVEL 3	MH LEVEL 3	FEDERAL	TOTALS
1000-Certificated Salaries	140,859	37,850	0	0	0	178,709
2000-Classified Salaries	24,838	0	0	0	0	24,838
3000-Employee Benefits	24,351	6,030	0	0	0	30,381
4000-Books and Supplies	1,165	0	0	0	0	1,165
5000-Services and Other Operating Expenditures	25,000	0	0	0	48,000	73,000
5000-Admin/Set Aside Fees	9,565					9,565

6000-Capital Outlay	0				0	0
<b>Total Direct Costs</b>	225,778	43,880	0	0	48,000	317,658
Direct Support	0	N/A	N/A	N/A	N/A	0
Indirect Cost Rate (2017-18 Charter approved rate)	5.25	5.25	5.25	5.25	5.25	
Allowable Indirect Costs (calculated, not included in total)	11,853	2,304	0	0	2,520	
Indirect Costs	0	0	0	0	0	0
<b>TOTAL COSTS</b>	225,778	43,880	0	0	48,000	317,658
Total Local Contribution	32,358	6,260	0	0	1,858	40,476
Total Carry Over	0	0	0	0	0	0
						40,476

Federal Funds Spent	MH Funds Spent	Unspent Funds %	Unspent Funds > 25%	Indirect Costs Allowed?
<b>OK</b>	<b>OK</b>	0	<b>No</b>	<b>OK</b>

<b>MOE Tests</b>	To meet the MOE requirement, only one test must be met.		<b>Met</b>
<b>State/Local Tests</b>		<b>Local Only Tests</b>	
<b>State/Local Test (including Exemptions)</b>		<b>Local Only Tests (including Exemptions)</b>	
Year of Comparison *	2016-17	Year of Comparison *	2015-16
Comparison Data *	267,758	Comparison Data *	105,642
Allowable Exemptions (from below)	0	Allowable Exemptions (from below)	0
Adjusted Comparison Data	267,758	Adjusted Comparison Data	105,642
Current Year State/Local	271,516	Current Year Local Only	40,476
Variance: Comparison Year to Current Year	3,758	Variance: Comparison Year to Current Year	-65,166
If positive Met/If negative, Not Met	<b>Met</b>	If positive Met/If negative, Not Met	<b>Not Met</b>
<b>State/Local Per Pupil Test (including Exemptions)</b>		<b>Local Only Per Pupil Test (including Exemptions)</b>	
Year of Comparison *	2015-16	Year of Comparison *	2015-16
Comparison Data *	15,661	Comparison Data *	6,214
Pupil Count	17	Pupil Count	17



Adjusted Comparison Data	15,661	Adjusted Comparison Data	6,214
Current Year State/Local per Pupil	10,861	Current Year Local Only per Pupil	1,619
Variance: Comparison Year to Current Year	-4,800	Variance: Comparison Year to Current Year	-4,595
If positive Met/If negative, Not Met	<b>Not Met</b>	If positive Met/If negative, Not Met	<b>Not Met</b>
* Per Subsequent Year Rule			
<b>Federal Award Exemptions</b>			
RTI Used (Yes or No)		No	
**If RTI used, Federal Award Exemption Not Allowed		Allowable	
Prior Year Federal Award		38,989	
Current Year Federal Award		46,142	
Increase in Funding		7,153	
50% Allowance		3,577	
Amt used to meet State/Local MOE	0	Amt used to meet Local Only MOE	0
If positive Met/If negative, Not Met	<b>Not Used</b>	If positive Met/If negative, Not Met	<b>Not Used</b>
<b>One Time Exemptions</b>			
If exemptions are used to pass MOE, please complete the exemption report.			
	<b>State/Local</b>	<b>Local Only</b>	
1. Vol. departure of staff replaced w/lower-salaried staff	0	0	
2. Decrease in enrollment of children w/disabilities	0	0	
3. Termination of a costly program/student	0	0	
4. One time prior year expenditures	0	0	
<b>Total Exemptions</b>	0	0	

Certified by	Title	Email	Phone Number
M. Eisenberg	VP School Finance	meisenberg@exed	(424) 208-6092

☒ By checking this box, I certify: 1) That the expenditures reported have been made in accordance with the terms and conditions of the specific funding source and are accurate, that this program has been conducted in accordance with applicable laws and regulations, and that full records of receipts and expenditures have been maintained and will be available for a period of five years after submission of a final expenditure report; 2) that all revenues received have or will be paid to appropriate payees per the terms of the applicable payment agreements; and 3) that if income has been reallocated in this report, a duly authorized board resolution to allow income reallocation has been executed and is on file.



LCFF Calculator Universal Assumptions						
Yu Ming Charter (124172) - Yu Ming 17-18						8/30/2018
Summary of Funding						
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
<b>Target Components:</b>						
COLA & Augmentation	1.56%	3.70%	2.57%	2.67%	3.42%	3.26%
Base Grant	2,722,825	-	-	-	-	-
Grade Span Adjustment	169,564	-	-	-	-	-
Supplemental Grant	111,704	-	-	-	-	-
Concentration Grant	-	-	-	-	-	-
Add-ons	-	-	-	-	-	-
Total Target	3,004,093	-	-	-	-	-
<b>Transition Components:</b>						
Target	\$ 3,004,093	\$ -	\$ -	\$ -	\$ -	\$ -
Funded Based on Target Formula (PY P-2)	FALSE	-	-	-	-	-
Floor	2,860,773	-	-	-	-	-
Remaining Need after Gap (informational only)	81,740	-	-	-	-	-
Gap %	42.96644273%	100%	100%	100%	100%	100%
Current Year Gap Funding	61,580	-	-	-	-	-
Miscellaneous Adjustments	-	-	-	-	-	-
Economic Recovery Target	-	-	-	-	-	-
Additional State Aid	-	-	-	-	-	-
Total LCFF Entitlement	\$ 2,922,353	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Components of LCFF By Object Code</b>						
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
8011 - State Aid	\$ 2,425,754	\$ -	\$ -	\$ -	\$ -	\$ -
8011 - Fair Share	-	-	-	-	-	-
8311 & 8590 - Categoricals	-	-	-	-	-	-
EPA (for LCFF Calculation purposes)	496,599	-	-	-	-	-
<i>Local Revenue Sources:</i>						
8021 to 8089 - Property Taxes	-	-	-	-	-	-
8096 - In-Lieu of Property Taxes	-	-	-	-	-	-
Property Taxes net of in-lieu	-	-	-	-	-	-
TOTAL FUNDING	\$ 2,922,353	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Basic Aid Status</i>						
Less: Excess Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: EPA in Excess to LCFF Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Phase-In Entitlement	\$ 2,922,353	\$ -	\$ -	\$ -	\$ -	\$ -
<b>EPA Details</b>						
% of Adjusted Revenue Limit - Annual	25.89051467%	25.89000000%	25.89000000%	25.89000000%	25.89000000%	25.89000000%
% of Adjusted Revenue Limit - P-2	25.89051467%	25.89000000%	25.89000000%	25.89000000%	25.89000000%	25.89000000%
EPA (for LCFF Calculation purposes)	\$ 496,599	\$ -	\$ -	\$ -	\$ -	\$ -
8012 - EPA, Current Year Receipt	-	-	-	-	-	-
(P-2 plus Current Year Accrual)	496,599	-	-	-	-	-
8019 - EPA, Prior Year Adjustment	-	-	-	-	-	-
(P-A less Prior Year Accrual)	3,568	-	-	-	-	-
Accrual (from Assumptions)	-	-	-	-	-	-
<b>Summary of Student Population</b>						
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
<b>Unduplicated Pupil Population</b>						
Enrollment	387	-	-	-	-	-
COE Enrollment	-	-	-	-	-	-
Total Enrollment	387	-	-	-	-	-
Unduplicated Pupil Count	66	-	-	-	-	-
COE Unduplicated Pupil Count	-	-	-	-	-	-
Total Unduplicated Pupil Count	66	-	-	-	-	-
Rolling %, Supplemental Grant	19.3100%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%
Rolling %, Concentration Grant	19.3100%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%
<b>FUNDED ADA</b>						
<b>Adjusted Base Grant ADA</b>						
Current Year	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year
Grades TK-3	226.69	-	-	-	-	-
Grades 4-6	119.74	-	-	-	-	-
Grades 7-8	29.00	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
Total Adjusted Base Grant ADA	375.43	-	-	-	-	-
<b>Necessary Small School ADA</b>						
Current year	Current year	Current year	Current year	Current year	Current year	Current year
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
Total Necessary Small School ADA	-	-	-	-	-	-
Total Funded ADA	375.43	0.00	0.00	0.00	0.00	0.00
<b>ACTUAL ADA (Current Year Only)</b>						
Grades TK-3	226.69	-	-	-	-	-
Grades 4-6	119.74	-	-	-	-	-
Grades 7-8	29.00	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
Total Actual ADA	375.43	-	-	-	-	-
Funded Difference (Funded ADA less Actual ADA)	-	-	-	-	-	-
<b>LCAP Percentage to Increase or Improve Services</b>						
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Current year estimated supplemental and concentr	\$ 111,704	\$ -	\$ -	\$ -	\$ -	\$ -
Current year Percentage to Increase or Improve Se	3.97%	0.00%	0.00%	0.00%	0.00%	0.00%

YU MING CHARTER SCHOOL

2017-18

8/30/18

RE: VARIANCE BETWEEN LCFF CALCULATOR/STATE LCFF SCHEDULES AND LCFF AMOUNTS PRESENTED IN THE UNAUDITED ACTUALS

The LCFF amount presented in the Unaudited Actuals varies \$2,591 from the LCFF apportionment schedules and the LCFF calculator. This variance is due to the write-off of an incorrect LCFF accrual made in prior years.

This write-off was ran through current year LCFF instead of recorded as a prior year adjustment as the amount referenced is immaterial.



**Board of Directors**  
**September 9, 2018**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	18-19 Financial Update
<b>Time Allotted</b>	10 minutes
<b>Background</b>	Current 18/19 year financials are not yet available, but an updated forecast for the year is presented based on enrollment, school operational and other updates.
<b>Summary</b>	Updates on enrollment and staffing changes, and their impact on the budget this year.
<b>Type</b>	Discussion
<b>Key Questions</b>	1)

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

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

	2017-18	2018-19 Budget - Approved	2018-19 Trend	2019-20	2020-21	2021-22	2022-23
Total Enrollment	386	439	449	468	502	530	554
ADA	374.32	421.44	431.04	449.28	481.92	508.80	531.36
<b>INCOME</b>							
8011-8096 · Local Control Funding Formula Revenue	2,925,251	3,481,835	3,557,693	3,794,702	4,175,055	4,523,817	4,845,973
8100-8299 · Other Federal Income	44,625	46,790	46,790	53,880	56,160	60,240	63,600
8300-8599 · Other State Income	855,021	786,064	792,938	746,936	798,016	844,639	908,922
8600-8799 · Other Income-Local	420,074	415,253	424,188	441,855	472,945	498,696	520,447
Grants/Fundraising	781,877	862,900	878,900	795,600	853,400	901,000	940,950
8999 · Other Prior Year Adjustments	-	-	-	-	-	-	-
<b>TOTAL INCOME</b>	<b>5,026,847</b>	<b>5,592,842</b>	<b>5,700,509</b>	<b>5,832,973</b>	<b>6,355,576</b>	<b>6,828,392</b>	<b>7,279,892</b>
<b>EXPENSE</b>							
1000 · Certificated Salaries	2,126,112	2,285,613	2,359,796	2,409,377	2,616,815	2,836,304	3,068,453
2000 · Classified Salaries	452,708	718,564	738,836	743,152	770,648	799,162	828,731
3000 · Employee Benefits	582,056	711,409	728,194	798,768	899,985	983,111	1,071,871
4000 · Supplies	235,916	247,359	248,712	259,236	278,069	293,579	306,934
5000 · Operating Services	1,334,041	1,449,023	1,455,093	1,532,149	1,660,255	1,781,819	1,932,107
6000 · Capital Outlay	-	40,000	40,000	40,000	40,000	40,000	40,000
7000 · Other Outgo	-	-	-	-	-	-	-
<b>TOTAL EXPENSE</b>	<b>4,730,832</b>	<b>5,451,968</b>	<b>5,570,630</b>	<b>5,782,682</b>	<b>6,265,772</b>	<b>6,733,976</b>	<b>7,248,097</b>
<b>NET INCOME</b>	<b>296,014</b>	<b>140,875</b>	<b>129,878</b>	<b>50,291</b>	<b>89,804</b>	<b>94,416</b>	<b>31,795</b>
Ending Cash Balance	620,474	629,838	598,089	689,851	755,863	858,315	872,944
Month with Lowest Ending Cash Balance	Nov: \$469,795		Nov: \$89,158	Mar: \$42,095	Mar: \$17,934	Mar: \$130,994	Mar: \$101,075
5% Reserve Goal	236,542		278,532	289,134	313,289	336,699	362,405
Net Income as a Percentage of Expenses	6.3%	2.6%	2.3%	0.9%	1.4%	1.4%	0.4%
Ending Cash as a Percentage of Expenses	13.1%	11.6%	10.7%	11.9%	12.1%	12.7%	12.0%
Ending Debt Balance			-	-	-	-	-

Per Pupil Revenue	13,023	12,696	12,464	12,661	12,884	13,152
Per Pupil Revenue without Grants/Fundraising	10,997	10,739	10,764	10,961	11,184	11,452
Per Pupil Expense	12,256	12,407	12,356	12,482	12,706	13,095



**Board of Directors**  
**September 09, 2018**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	Discussion on Mission Statement
<b>Time Allotted</b>	40 minutes
<b>Background</b>	<p>YMCS Board and staff members have been considering refreshing the language in the school's mission statement and core values. Having crisp language about who we are and what we do is vital for internal use (e.g., as a component of strategic planning) and external stakeholders (e.g., fundraising, teacher recruitment, family recruitment). This will be the first refresh since the charter's approval and will require Board approval. The Board will have the opportunity to revisit the mission and vision again after a definition of targeted impact has been defined (currently proposed for 2021).</p> <p>Staff has collected Board and community input thus far via individual interviews, Board meetings and FSO meetings. For the Board's September retreat, the goal is for the Board to come to agreement on a final draft mission statement that can then be shared with the rest of the school community. Staff recommends holding off on a final Board vote on the final purpose statement until October to allow for that additional community feedback.</p>
<b>Summary</b>	<p>Staff will walk the Board through:</p> <ul style="list-style-type: none"> <li>● the strategic plan development process (including where we are now in the process),</li> <li>● mission statement key elements and structure &amp; options,</li> <li>● core values language,</li> <li>● strategy house concept, and</li> </ul>



	<ul style="list-style-type: none"><li>● how the mission statement cascades to strategic planning decisions.</li></ul>
<b>Type</b>	Discussion and Vote
<b>Key Questions</b>	What additional community input is appropriate once the Board and staff have proposed final language for a refreshed mission statement and core values?





**Board of Directors**  
**September 09, 2018**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	Strategic Priorities + Strategic Plan
<b>Time Allotted</b>	60 minutes
<b>Background</b>	Yu Ming has a new Director of Operations and Strategy role on staff (filled by Cindy Liu), and part of their responsibilities include facilitating strategic planning for the school. Principal Park and Ms. Liu have drafted five strategic priorities as well as potential options for each priority.
<b>Summary</b>	Staff will share the current thinking about a long-term strategic roadmap to scale Yu Ming's impact. They will walk through the difference between school impact and model impact, charter school strategic planning best practices, and possible staff and Board roles and responsibilities. Then they will share proposed 5-year strategic priorities for Board input and feedback.
<b>Type</b>	Discussion and Vote
<b>Key Questions</b>	Are these the right strategic priorities for Yu Ming for the next five years? Of the five, should any of them be higher priorities (or more urgent, near-term) and why? How might Yu Ming's strengths and weaknesses play out in pursuit of these priorities? What are the potential opportunities and threats Yu Ming will face in pursuit of these priorities? How can we engage the school community in the strategic plan process (both developing and executing the plan)?



**Board of Directors**  
**September 9, 2018**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	Facilities Committee report
<b>Time Allotted</b>	15 minutes
<b>Background</b>	The Facilities Committee is responsible for searching for, evaluating, and securing a site for Yu Ming Charter School's short- and long-term needs.
<b>Summary</b>	The Facilities Committee continues to be very active. After the Alcatraz campus lease was renegotiated and finalized for another four years in early July, almost all our attention has been focused on pursuing our two existing site leads (MLK site and foothill site) and working with our realtors on new site leads. We have also been approaching and meeting with potential development partners to understand and secure a workable funding scenario. Please see report for more detailed information.
<b>Type</b>	Informational
<b>Key Questions</b>	What is a realistic timeline for a new facility? How do we make our school most compelling to funders and donors? How do we accommodate growth/implement backup plans if we are running behind? What should we be communicating to school community?
<b>Attachments</b>	Facilities Committee report



Date: September 9, 2018

Subject: Facilities Committee report and update

From: Facilities Committee

To: Yu Ming Board of Directors

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The Facilities Committee meets usually twice every month at the Martin Luther King campus. All board members or parents from the Yu Ming community are welcome to attend and participate. Meetings are noticed at the campuses and on the school website.

### **Overview**

The Facilities Committee continues to be very active and managing multiple areas of work. We believe we are making progress toward a plan that will either house a projected enrollment of 675-895 K-8 students at one single campus or lower grade at one campus and upper grade at another by 2021 or 2022.

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

Sue Park, with assistance from committee member Tiffany Eng, successfully renegotiated a four-year lease for the Alcatraz campus with St. Columba Church of the Oakland Diocese. The lease now expires on June 30, 2022. The new lease includes substantial annual rent increases, and are already accounted for in our financial projections. This lease term is aligned to expire at the same time as our lease for the MLK campus.

### **Exploring four current pathways for a permanent master facilities plan**

We are actively pursuing four different pathways for developing our permanent facilities. The configuration depends on our projected full enrollment, whether we stay at our three classes per grade model (about 675 total students), or eventually move to four classes per grade (about 895 total students).

The pathways are as follows:

1. Expansion at our MLK campus. We are seeking to determine whether the bishop of the Oakland Archdiocese is initially amenable to our proposal to develop the MLK site to house a new school facility for Yu Ming, with some shared functions



for the church community. If we do not expand beyond 675 students, we believe the entire campus may be housed at MLK. We should know within a few weeks. If the bishop is open to the idea, we will start working in earnest on a formal proposal and securing a long-term ground lease for MLK. We have already been working with architects SwiftLee Office to refine our program and space needs for the two enrollment scenarios, work that can be transferred to any potential site.

2. Development of MLK and Herzog campus. If we expand to 895 students, the size will necessitate development of the Herzog site as an upper grade campus in addition to the MLK site. As you may remember, we have a \$7.5 million Prop 51 allocation from the state to develop Herzog. This option is also predicated on approval by the bishop of the Oakland Archdiocese.
3. We were introduced in spring to an opportunity to develop a 5-acre piece of raw land in the Oakland foothills and are still in the very beginning stages of figuring out whether this is financially and politically feasible and whether we could secure the necessary city planning approvals. The land owners are open to a variety of ownership and financial structures to make development possible.
4. Working with realtors to acquire an as-yet-unidentified site for renovation or new construction.

### **Understanding our financial capacity and funder outreach**

Over the past months, by meeting with potential funding partners, we have started to better understand how funding might work for a project. Based solely on student enrollment and commonly allocated square feet per student, we are estimating a 50,000+ square foot campus. Given that construction costs are about \$350-400/sf, we estimate that construction costs for any campus will be upwards of \$18m to \$20m, not including land acquisition costs. According to our realtors, land acquisition costs could range from \$125-\$175/sf.

We are currently talking to a for-profit charter school facility development company, Turner Agassi, to see if we can work with them, and also to a local well-known, reputable construction company/developer, Oliver & Company, that takes on nonprofit projects and partners. The latter has a close working relationship with the Oakland Diocese and has agreed to help us facilitate the project if we partner with them for construction and potential funding. We recently signed an agreement to do just that.



Unfortunately, Yu Ming's low FRL numbers do not currently qualify us for a number of charter school facility development equity partners. On the plus side, we are otherwise well positioned as an attractive and solid investment for other funders with our strong enrollment and high demand for our program, as evidenced by our application and waitlist figures.

As previously stated, our funding will come from a wide variety of sources, including community development financial institutions (CDFIs), specialized charter school facilities development organizations, commercial lenders, government programs such as tax credits, mission-aligned institutions, a capital campaign drawing on individual and other donors, and maybe even bonds.

Facilities Committee is also committed to helping the Capital Campaign Committee with any materials, data, and support it needs to successfully run fundraising for a permanent facility.

### **Helping complete significant improvements**

In addition to helping prioritize deferred maintenance improvements to the Alcatraz campus, facilities committee member Tiffany Eng has been helping to apply and win a grant with the play structure developer Kaboom in order to replace the play structure at Alcatraz which has outlived its useful life. If successful, a new structure would be installed in the fall.

### **Establishing strong community relations**

We are establishing stronger community relations with the neighborhoods in which both our campuses are located: the Golden Gate neighborhood for Alcatraz, and the Longfellow neighborhood for MLK. Tiffany Eng is in regular touch with the Golden Gate Neighborhood Association and Lucia Hwang is in regular touch with the Longfellow Community Association. LCA received approval through the Oakland "Paint the Town" program to paint five colorful intersections and would like Yu Ming to be responsible for the execution of one of those, along with the other schools in the area.

### **Next Steps**

Many pieces are currently in play at the moment. Our preferred scenario is a project at MLK, given the central location and lack of land acquisition costs. At the same time, we



believe the committee should also start formulating some backups plans in case a site is not secured by the end of 2018 or the process takes longer than expected.



**Board of Directors**  
**September 09, 2018**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	Committee Descriptions and Goals
<b>Time Allotted</b>	40 minutes
<b>Background</b>	<p>Board Committee Chairs will share share updated committee descriptions and proposed committee goals for 2018-19:</p> <ul style="list-style-type: none"><li>● Enrollment &amp; Diversity (Ron Lewis)</li><li>● Performance, Recruitment and Retention Committee (Joy Lee)</li><li>● Facilities Committee (Lucia Huang)</li><li>● Finance Committee (Jessica Norman)</li><li>● Fundraising Committee (Eric Peterson)</li><li>● Board Governance Committee (Brianna Swartz)</li></ul>
<b>Summary</b>	
<b>Type</b>	Discussion
<b>Key Questions</b>	

## 2018-19 YU MING CHARTER SCHOOL BOARD DEVELOPMENT COMMITTEE

*Draft as of 9/05/2017*

### BOARD DEVELOPMENT COMMITTEE DESCRIPTION *pending approval of Board of Directors*

#### Overall Role:

The Board Development Committee is responsible for recruitment, nominations, training, and evaluation of Board members and the functioning of the board as a governing entity.

#### Appointments:

- A member of the Board of Directors shall serve as the Chair of the Board Development Committee.
- Additional members who may be appointed need not be on the Board of Directors, as long as they have relevant governance expertise, experience, and capacity to serve
- Appointments of the Chair shall be made annually in accordance with the bylaws.

#### Responsibilities:

- To identify priorities for board composition overall and for selecting new members;
- To meet with prospective board members and recommend candidates to the board;
- To recommend a slate of officers to the board and lay out clear division of responsibilities for each officer;
- To develop and conduct orientation sessions for new board members;
- To develop procedures for staffing and organization of committees;
- To develop, where appropriate, proposed amendments or additions to the Bylaws regarding the appointment and terms of service of members of the Board of Directors;
- To review Bylaws and policies to ensure compliance with state and federal laws while meeting the needs of the school;
- To revise the Board member agreement as needed;
- To evaluate its own work as a committee in achieving its objectives
- To drive the process on how board and organization did against its annual goals/targets/objectives
- To support any work as needed on charter renewal

### BOARD DEVELOPMENT COMMITTEE MEMBERS

The Board Development Committee is anticipated to include approximately 2-3 members. Members are asked to make a commitment for at least the school year. The committee will work with willing advisors where appropriate.

#### 2018/19 Members:

**Chair:** Brianna Swartz; **Member:** Eric Peterson

### FY17 – 18 BOARD DEVELOPMENT COMMITTEE ANNUAL PRIORITIES

#### Proposed FY18-19 Priorities:

- Identify candidates & elect board members to reach a Board of 12, aligned to the skills/diversity needed to address need areas
- Support strategic planning
- Conduct annual board evaluation, present results, and propose/execute on potential improvements
- Identify opportunities to connect board members with the rest of the school community (e.g. attend school events, parent / staff meet-n-greets)

#### Past Committee Priorities

##### FY17-18 Priorities

- Identify candidates & elect board members to reach a Board of 12, aligned to the skills/diversity needed to address need areas
- Set up a system for executing board evaluation in the future
- Build in more board professional development series/resources as needed
- Identify opportunities to connect board members with the rest of the school community (e.g. attend school events, parent / staff meet-n-greets)
- Support board strategic planning

2016-17 priorities	Progress
<ul style="list-style-type: none"><li>• Identify candidates and elect board members to reach a Board of 12, aligned to the skills/characteristics needed to address need areas</li></ul>	We have 8 board members aligned to skills/characteristics.



<ul style="list-style-type: none"> <li>• Set up systems for collaboration and institutionalized knowledge across the board</li> </ul>	Set up rotating chair for board meetings, switched from Asana to using Google Drive. Additional work to be done.
<ul style="list-style-type: none"> <li>• Set up a system for executing board evaluation in the future</li> </ul>	Not complete
<ul style="list-style-type: none"> <li>• Build in more board professional development series/resources as needed, including onboarding materials for new board members</li> </ul>	Started including more professional development
<ul style="list-style-type: none"> <li>• Anything this committee needs to do to support charter renewal</li> </ul>	In progress

**PAST ANNUAL BOARD MEETING TOPICS FOR THE YEAR (need feedback from others)**

August: Board retreat – finalize board committee goals/priorities

September: Review unaudited financials?; Approve school goals for the year; Special meeting – new board orientation

October: Approve unaudited financials

November:

December: Elect officers and committee chairs (term begins in January); Approve first interim budget

January: Approve Education Account Spending Plan?

February:

March:

April:

May: Approve LCAP; discuss draft budget

June: Vote on final budget; Appoint new officers to the board (Chair, Vice Chair, Treasurer, Secretary); approve board meeting calendar for next year

July:

## 2018-2019 YU MING CHARTER SCHOOL FACILITIES COMMITTEE

*Draft as of 9/9/2018*

### FACILITIES COMMITTEE DESCRIPTION

#### Overall Role:

The Facilities Committee leads the process of searching for, evaluating, and securing a suitable facility for the operations of the school (short term and long term).

#### Appointments:

- A member of the Board of Directors shall serve as the Chair of the Facilities Committee.
- Additional members who may be appointed need not be on the Board of Directors, as long as they have relevant facilities expertise, experience, and capacity to serve
- Appointments of the Chair shall be made annually in accordance with the bylaws.

#### Responsibilities:

- To recommend criteria for the search for a school facility
- To select and retain qualified professionals to assist with search and selection for a school facility
- To manage a comprehensive and efficient process of searching for suitable facilities
- Provide background information about charter school facility financing / development to facilitate effective board decision-making.
- Engage parent community in development and input into facility plan and priorities
- To evaluate and communicate the tradeoffs between potential facilities; make a recommendation to the Board
- To manage the negotiation process and secure a suitable facility
- To keep the board updated at least monthly if not more frequently on progress against 2018-2019 goals
- To lead working sessions and off-calendar meetings of the board to discuss facility matters of urgency or requiring focused discussion, as needed.

### 2017-2018 FACILITY COMMITTEE ANNUAL GOALS

#### General

- Secure a permanent facility that supports achievement of mission and education, talent, and financial goals/stability
- Prepare strong financial and risk analysis to support Board decision-making
- Keep parents and other stakeholders informed and engaged about facility procurement and preparation
- Assure that Yu Ming's real estate options all support the school's goal of attracting and retaining a diverse student population

<b>Goal #1:</b> Renegotiate or renew a lease for Yu Ming's Alcatraz campus that is aligned with the lease expiration/renewal for Martin Luther King campus. DONE	<b>Action:</b> Work with Head of School Sue Park and Father Aidan of Saint Columba to renegotiate or renew a lease for Alcatraz so that both Alcatraz and MLK leases are on same expiration timelines.
<b>Goal #2:</b> Decide on how Facilities Committee should be structured and what roles of parent members should be in order to be most productive toward goals. Decide if we are an official board committee or working group. RESOLVED	<b>Action:</b> Confer with Facilities Committee members to learn what has worked/not worked, agree on role and scope of parent members, decide on an optimal structure.
<b>Goal #3:</b> Decide if Facilities Committee should oversee some or all of ongoing maintenance and upkeep of existing school sites. If yes, develop and implement plan. RESOLVED	<b>Action:</b> Confer with Head of School's team to decide responsibilities and develop, document, implement plan.
<b>Goal #4:</b> Understand accurate student population projections in order to create and finalize long-term plan and timeline for securing a permanent facility/facilities that can accommodate full K-8 enrollment. RESOLVED	<b>Action:</b> Over next six months, work with Head of School Sue Park, facilities team, and professional consultants to understand timeline for needed action and develop best options to bring back to the board for discussion and decision.

### 2018-2019 FACILITY COMMITTEE ANNUAL GOALS

<b>Goal #1:</b> By end of 2018, identify and secure long-term lease on or acquire a suitable site for renovation or ground-up construction of facility to accommodate upwards of 700 students. By spring 2019, begin entitlement process on new facility.	<b>Action:</b> Continue to work with realtors, continue to pursue existing and new leads, continue to seek points at which we can accelerate process.
<b>Goal #2:</b> Identify and secure financing for new facility project	<b>Action:</b> Continue to identify and meet with constellation of potential funders, including: equity partners, for profit and nonprofit impact developers, traditional commercial lenders, interested groups and individuals, etc.
<b>Goal #3:</b> Support capital campaign committee	<b>Action:</b> Provide data and materials to help the capital campaign committee make its case to potential donors

<b>Goal #4: Develop two to three backup plans to accommodate future growth if we do not secure site by 2019.</b>	<b>Action:</b> Work with Head of School to have some options for accommodating growth with existing campuses, identify other options through programs such as Prop. 39, document these backup plans.
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## **FACILITIES COMMITTEE**

The Facilities Committee is anticipated to include approximately 8 – 12 members in total, including members from key stakeholder groups (administration, faculty and parents) as well as members with relevant professional expertise in Alameda County and with schools/charter schools. Members are asked to make a commitment for at least the school year, and preferably until a site is secured and prepared, including attendance at monthly meetings. The committee will work with willing advisors where appropriate.

### **Preferred Expertise:**

- Experience developing, designing and/or managing a school development project
- Real estate development and financing experience
- Local community knowledge, relationships and experience with Oakland, Emeryville, Berkeley and other city councils, school boards and/or planning departments
- Knowledge of charter school facility finance options
- Real estate or construction project management, vendor selection
- Parent members with relevant experience, interest and / or commitment to supporting search process
- Teacher / staff members

### **2018-2019 members**

Chair: Lucia Hwang

Other board members: Ethan Warsh

Parent members: Tiffany Eng, Matthew Sade, Antonio Lau, Gerard Lee, Ener Chiu

Staff members: Head of School Sue Park and Strategy and Operations Director Cindy Liu.

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## **FACILITY COMMITTEE MEETINGS (Proposed for 2018-2019)**

As needed, but typically first and third Tuesdays of each month



**Board of Directors**  
**September 9, 2018**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	Finance Committee
<b>Time Allotted</b>	10 minutes
<b>Background</b>	The Finance Committee is responsible for assuring the financial health of the Yu Ming Charter School.
<b>Summary</b>	Jessica Norman will present a description and responsibilities for the Finance Committee (consistent with last year's) and establish new goals for the school year.
<b>Type</b>	Discussion
<b>Key Questions</b>	Are the goals for the year reflective of board member concerns and interests? How should the goals change given our earlier strategic conversation? Are any board members interested in joining the Finance Committee this year?

## 2018-19 YU MING CHARTER SCHOOL FINANCE COMMITTEE

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*Draft as of 9/4/2018*

### FINANCE COMMITTEE DESCRIPTION *pending approval of Board of Directors*

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#### **Overall Role:**

The Finance Committee is responsible for assuring the financial health of the Yu Ming Charter School.

#### **Appointments:**

- A member of the Board of Directors shall serve as the Treasurer and Chair of the Finance Committee.
- Additional members who may be appointed need not be on the Board of Directors, as long as they have relevant expertise, experience, and capacity to serve
- Appointments of the Chair shall be made annually in accordance with the bylaws.

#### **Qualifications:**

- Understands roles of a board trustee and the school
- Financial Literacy
- Commitment to safeguard the school and its assets

#### **Responsibilities:**

- To assure the financial good standing of Yu Ming Charter School;
  - To hold Yu Ming management team accountable for fiscal operations;
  - To review and analyze monthly financial reports;
  - To review and understand school revenue and enrollment/ADA;
  - To provide secondary approval of Yu Ming expenses above designated thresholds consistent with Yu Ming's financial policies;
  - To review/approve bank accounts, review and recommend loans;
  - To work with Yu Ming's financial team to generate Yu Ming's annual operating budget and five-year projections
  - To assure Yu Ming complies with required financial reporting to the charter authorizer;
  - To develop, where appropriate, proposed amendments or additions to the Bylaws regarding the financial oversight of Yu Ming;
  - To review and update (at least annually) Fiscal Policies and Procedures according to school needs and recommendations;
  - To review salary schedule for the Highest Compensated Employees;
  - To support any work as needed on charter renewal
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### FINANCE COMMITTEE MEMBERS

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The Board Development Committee is anticipated to include approximately 3-4 members. Members are asked to make a commitment for at least the school year. The committee will work with willing advisors where appropriate.

#### **2018/19 Members:**

**Chair:** Jessica Norman

**Member:** Sue Park, Head of School

**Member:** Matt Eisenberg, ExED

**Member:** Other Board Member TBD

### FY18-19 FINANCE COMMITTEE ANNUAL PRIORITIES

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- After growth/cohort size determined and fundraising goals set, prepare contingency 5-year budget based on an economic downturn and significant decrease in fundraising - Fall 2018.
- Work with Facilities Committee to ensure both short-term and long-term facility needs are budgeted for - ongoing.
- Grow the cash reserve and maintain at least a 20% reserve - ongoing.
- Revisit teacher salaries and impact on budget - Spring 2019.
- Evaluate whether to switch to School Employee Fund instead of State Unemployment Insurance - Fall/Winter 2018.
- Increase overall Board financial literacy and comfort, including trainings as needed by ExED or others - ongoing.
- Add another member of the Board to the Committee - based on member availability and interest.

- Conduct bi-monthly meetings to review monthly financial reports and other relevant items, including the next fiscal year budget in the spring - beginning October 2018 and ongoing.



**Board of Directors**  
**September 9, 2018**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	2018-19 Funds Committee Description and Goals
<b>Time Allotted</b>	5 minutes
<b>Background</b>	The Funds Committee provides a committee description and goals for board approval each year.
<b>Summary</b>	Attached is the proposed 2018-19 description and goals for the Funds Committee for board discussion and vote.
<b>Type</b>	Vote
<b>Key Questions</b>	Does the Board approve the 2018-19 Funds Committee description and goals?

## 2018-19 YU MING CHARTER SCHOOL FUNDS COMMITTEE

*Proposed 09/09/2018*

### FUNDS COMMITTEE DESCRIPTION *pending approval of Board of Directors on 09/06/2018*

#### Overall Role:

The Funds Committee is responsible for assuring that the annual and long term fundraising needs of Yu Ming are met in a timely and sustainable fashion.

#### Appointments:

- A member of the Board of Directors shall serve as the Chair of the Funds Committee.
- Additional members who may be appointed need not be on the Board of Directors, as long as they have relevant expertise, experience, and capacity to serve
- Appointments of the Chair shall be made annually in accordance with the bylaws.

#### Responsibilities:

- To set and communicate the goals of Yu Ming's annual fundraising need;
- To work with the Treasurer and the Finance Committee to assure that Yu Ming's annual fundraising supports the needs of Yu Ming's operating budgets
- To work with the Treasurer, Finance Committee and Facility Committee to design and execute Yu Ming's capital campaign in support of the acquisition and/or expansion of Yu Ming's permanent facility
- To work with, support and otherwise assure the success of parent-led fundraising efforts including the Annual Fall Giving Campaign, the Read-a-Thon, and Auction and Benefit.
- To solicit, secure and assure compliance with grants and donations from funders supporting Yu Ming and its educational mission

### FY17-18 FUNDS COMMITTEE ANNUAL PRIORITIES

2017-18 priorities	Progress
<ul style="list-style-type: none"><li>• Develop and execute an annual fundraising plan that provides for supplemental budget to fill the shortfall between Yu Ming's annual operating expenses and revenues. The 2017-18 fundraising goal was approximately \$475,000</li></ul>	<ul style="list-style-type: none"><li>• Annual fundraising plan developed and successfully executed. Annual fundraising goal exceeded (\$480,000 raised).</li></ul>
<ul style="list-style-type: none"><li>• Develop a donor tracking system for Yu Ming's annual and long-term capital campaigns.</li></ul>	<ul style="list-style-type: none"><li>• A donor tracking software system was adopted for the Capital Campaign. A donor tracking system for annual fundraising using CRM was not fully implemented.</li></ul>

### FY18 – 19 FUNDS COMMITTEE ANNUAL PRIORITIES

2018-19 priorities	Actions
<ul style="list-style-type: none"><li>• Develop and execute an annual fundraising plan that provides for supplemental budget to fill the shortfall between Yu Ming's annual operating expenses and revenues. This year's goal is approximately \$548,000</li></ul>	<ul style="list-style-type: none"><li>• Establish teams to focus on each fundraising campaign. Continue to improve communication of progress, participation and contribution. Continue to develop better systems tracking for donors and responsiveness to high-donor potential.</li></ul>
<ul style="list-style-type: none"><li>• Develop and launch a Capital Campaign to meet Yu Ming's long term facilities needs with a target of raising \$4 to \$5 million. Raise at least \$1 million in commitments by August 2019.</li></ul>	<ul style="list-style-type: none"><li>• Develop marketing materials for the Capital Campaign. Develop the Campaign strategic plan. Officially launch the Capital Campaign Work with Campaign Consultancy to identify and make outreach to donors and start receiving donor commitments.</li></ul>

### FUNDS COMMITTEE MEMBERS

The Funds Committee members are asked to make a commitment for at least the school year. The committee will work with willing advisors where appropriate.

#### 2018/19 Members:

**Chair:** Eric Peterson

**Capital Campaign Lead:** Sonali Nijhawan

#### Members:

Karen Geiger (Annual Fund)

Jamie and Steve Chen (Auction and Benefit)

Hua Wang (FSO Treasurer)



Chris Tarnas (FSO Liaison)  
Karen Yu and Kelly Scribner (Read-a-Thon)  
Chris and Diana Sonne  
David Tjen  
Christina Chang  
Sara Zhao

#### **FUNDS COMMITTEE MEETINGS**

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Meeting #1 (Fall): TBD  
Meeting #2 (Prior to Auction and Benefit): TBD  
Meeting #3 (June Year End Meeting): TBD

## 2018-19 YU MING CHARTER SCHOOL RECRUITMENT & RETENTION COMMITTEE

*Draft as of 9/6/2018*

### RECRUITMENT & RETENTION COMMITTEE DESCRIPTION *pending approval of Board of Directors*

#### Overall Role:

The Recruitment and Retention Committee is responsible for supporting Head of School in a consultative capacity for recruitment and retention of teachers and staff as well as performance management for Head of School.

#### Appointments:

- A member of the Board of Directors shall serve as the Chair of the Recruitment and Retention Committee
- Additional members who may be appointed need not be on the Board of Directors, as long as they have relevant expertise, experience, and capacity to serve
- Appointments of the Chair shall be made annually in accordance with the bylaws

#### Responsibilities:

- To lead performance management for Head of School including annual goal setting and performance evaluation;
- To support Head of School in recruitment and retention efforts including gathering insights and data for benchmarking and feedback

### RECRUITMENT AND RETENTION COMMITTEE MEMBERS

The Recruitment and Retention Committee is anticipated to include approximately 2-3 members. Members are asked to make a commitment for at least the school year. The committee will work with willing advisors where appropriate.

#### 2018/19 Members:

**Chair:** Joy Lee

**Member:** Julie Mikuta

### FY18 – 19 RECRUITMENT AND RETENTION COMMITTEE ANNUAL PRIORITIES

2017-18 priorities	Progress
• Refresh competitive benchmarking for teacher salaries	Completed as planned
• Performance management for Head of School	Completed as required

#### FY18-19 Priorities

- Continue performance management for Head of School including goal setting and midpoint check-in

### ANNUAL BOARD MEETING TOPICS FOR THE YEAR (need feedback from others)

August: Board retreat – finalize board committee goals/priorities

September: Head of School to submit goals for the year

October:

November:

December:

January: Mid-year performance check-in for Head of School

February:

March:

April:

May:

June: Performance evaluation for Head of School

July:



**Board of Directors**  
**September 09, 2018**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	Vote on 2018-19 Board Committee Chairs
<b>Time Allotted</b>	40 minutes
<b>Background</b>	Proposed Board Committee Chairs for 2018-19: <ul style="list-style-type: none"><li>● Enrollment &amp; Diversity Chair - Ron Lewis</li><li>● Performance, Recruitment and Retention Committee Chair - Joy Lee</li><li>● Facilities Committee Chair - Lucia Huang</li><li>● Finance Committee Chair - Jessica Norman</li><li>● Fundraising Committee Chair - Eric Peterson</li><li>● Board Governance Committee Chair - Brianna Swartz</li></ul>
<b>Summary</b>	
<b>Type</b>	Vote
<b>Key Questions</b>	