



**AGENDA**  
**Special Meeting of the Board of Directors**  
**November 17, 2016**  
**6:00 PM**

**Dial In Location**

1500 4th Avenue  
Seattle, WA 98101

**In Person Location**

1086 Alcatraz Avenue  
Oakland, California

*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**

**THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE**

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

**REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY**

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- II. **INVITATION TO THE PUBLIC TO ADDRESS THE BOARD**
- III. **CONSENT AGENDA** (5 mins)
  - A. Approve October 2016 minutes
  - B. Review October Check Register
- IV. **ITEMS OF BUSINESS**
  - A. Principal's Report (Principal Park, 15 minutes)
    - 1. Principal update and FSO report
  - B. Monthly Financials: (J. Norman, 15 minutes)
    - 1. The Board is looking for members to volunteer to review the 2015-16 audit
    - 2. Review current financial status
    - 3. Prop 39 Energy Contract with First Note Finance **(Voting Item)**
  - C. Enrollment and Diversity Committee: (P. Le, 20 minutes)
    - 1. The Board will vote on amendments to the enrollment policy language consistent with changes approved at the October 2016 board meeting. **(Voting Item)**
    - 2. The Board will vote on amendments to the Yu Ming Charter specific to the change from a two-way immersion language model to a one-way immersion language model. **(Voting Item)**
    - 3. Update on discussions with ACOE regarding the process for obtaining their approval of the Yu Ming Board's changes to enrollment policy
  - D. Facilities Committee: (R. Prudencio, 30 minutes)
    - 1. The Board will discuss and vote on a contract with John Loh, Realtor in regards to securing a new facility **(Voting Item)**

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2. Overall update and discussion on engaging JoAnn Koplin as a facilities search consultant (discussion only)
- E. Board Governance: (D. Lee, 20 minutes)
  1. Board survey results and discussion
  2. Board candidate: Julie Mikuta (informational)
  3. Board candidate: Ron Parky (informational)
- F. Playworks Contract: (Principal Park, 5 minutes)
  1. Review and vote on a new revised Playworks contract **(Voting Item)**

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

VI. **ADJOURNMENT**

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

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**MINUTES**  
**Board of Directors Meeting**  
**October 20, 2016**  
**6:00 PM**

**Dial in Location**

**11 Babcock St. Apt. 1  
Brookline, MA 02446**

**In Person Location**

**Yu Ming Charter School  
1086 Alcatraz Ave.  
Oakland, CA 94618**

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

**I. Preliminary**

**A. CALL TO ORDER**

The meeting was called to order at 6:15 p.m.

**B. ROLL CALL**

NAME	PRESENT	ABSENT
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Diana Lee	X	
Joy Lee		
Phuoc Le	X	
Matt Miller	X	
Jessica Norman	X	
Thompson Paine	X	
Eric Peterson	X	
Rodrigo Prudencio	X	
Brianna Schwartz	X	
John Wharton		X

### C. APPROVAL OF AGENDA

Notes: Amendment to the Agenda - we will not review the financials at this meeting, not in the packet.  
To do for next board meeting - review the revised financials for August.

Motion to Approve: Agenda  
Motion by: Rodrigo Prudencio  
Seconded by: Eric Peterson  
Vote: Unanimous

NAME	YES	NO	ABSTAIN
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Diana Lee	X		
Joy Lee	X		
Phuoc Le	X		
Matt Miller	X		
Jessica Norman	X		
Thompson Paine	X		
Eric Peterson	X		
Rodrigo Prudencio	X		
Brianna Schwartz	X		
John Wharton			

Approval of the Consent Agenda:

Motion to Approve: Agenda

Motion by: Rodrigo Prudencio

Seconded by: Eric Peterson

Vote: Unanimous

NAME	YES	NO	ABSTAIN
Diana Lee	X		
Joy Lee	X		

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Phuoc Le	X		
Matt Miller	X		
Jessica Norman	X		
Thompson Paine	X		
Eric Peterson	X		
Rodrigo Prudencio	X		
Brianna Schwartz	X		
John Wharton			

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

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

- A. Approve September 2016 minutes
- B. Review September Check Register
- C. Update on Education Committee

**IV. ITEMS OF BUSINESS**

- A. Celebrations and shout outs (5 min)
- B. Principal's Report (S. Park, 10 minutes)
  - 1. Include FSO update
- C. Education Committee (E. Petersen/S. Park, 10 min):

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1. Approval of Discrimination, Harassment, Intimidation, and Bullying policy in Yu Ming's family handbook: **Voting Item**

Motion to Approve: Discrimination, Harassment, Intimidation, and Bullying policy in family handbook

Motion by: Eric Peterson

Seconded by: Thompson Paine

Vote: Unanimous

NAME	YES	NO	ABSTAIN
Diana Lee	X		
Joy Lee	X		
Phuoc Le	X		
Matt Miller	X		
Jessica Norman	X		
Thompson Paine	X		
Eric Peterson	X		
Rodrigo Prudencio	X		
Brianna Schwartz	X		
John Wharton			

2. Approval of Special Education policies: **Voting Item**

Motion to Approve: Special Education policy

Motion by: Rodrigo Prudencio

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Seconded by: Jessica Norman

Vote: Unanimous

NAME	YES	NO	ABSTAIN
Diana Lee	X		
Joy Lee	X		
Phuoc Le	X		
Matt Miller	X		
Jessica Norman	X		
Thompson Paine	X		
Eric Peterson	X		
Rodrigo Prudencio	X		
Brianna Schwartz	X		
John Wharton			

D. Finance Committee (EdTec, 20 min):

1. Current Financials Presentation
2. Approval of Unaudited Financials: **Voting Item**

Note: We voted to approve these in August, but it was not noted in the minutes.

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### 3. Approval of Revision of Financial Policies: **Voting Item**

Motion to Approve: Revision of Financial Policies to amend gift card policy

Motion by: Eric Peterson

Seconded by: Rodrigo Prudencio

Vote: Unanimous

NAME	YES	NO	ABSTAIN
Diana Lee	X		
Joy Lee	X		
Phuoc Le	X		
Matt Miller	X		
Jessica Norman	X		
Thompson Paine	X		
Eric Peterson	X		
Rodrigo Prudencio	X		
Brianna Schwartz	X		
John Wharton			

### 4. Approval of Revised Board Calendar Dates: **Voting Item**

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Motion to Approve: Revised Board Calendar Dates

Motion by: Rodrigo Prudencio

Seconded by: Diana Lee

Vote: Unanimous

NAME	YES	NO	ABSTAIN
Diana Lee	X		
Joy Lee	X		
Phuoc Le	X		
Matt Miller	X		
Jessica Norman	X		
Thompson Paine	X		
Eric Peterson	X		
Rodrigo Prudencio	X		
Brianna Schwartz	X		
John Wharton			

**E. Enrollment and Diversity Committee: Voting Item (P. Le, 30 minutes)**

Motion to Approve: Resolution 16.1 (Attached) on increasing FRL representation and changing our immersion model from 2-way Mandarin model to a 1-way model. Note to amend Resolution, the paragraph after point 3, striking all but the first two sentences.

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Motion by: Eric Peterson  
Seconded by: Jessica Norman  
Vote: Unanimous

NAME	YES	NO	ABSTAIN
Diana Lee	X		
Joy Lee	X		
Phuoc Le	X		
Matt Miller	X		
Jessica Norman	X		
Thompson Paine	X		
Eric Peterson	X		
Rodrigo Prudencio	X		
Brianna Schwartz	X		
John Wharton			

1. The Board will vote on proposed changes to Yu Ming's enrollment policy to further Yu Ming's commitment to serving a diverse student community
- F. Facilities committee update (R. Prudencio, 15 min)
- G. Board Development: (D. Lee, 20 minutes)

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1. The Board will discuss findings of its self-assessment survey and overall board culture aspirations
2. Confirm the final board meeting owners' list

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

**VI. ADJOURNMENT**

The meeting was adjourned at 8:40 p.m..

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RESOLUTION #: FY16-001

RESOLUTION OF THE  
BOARD OF DIRECTORS OF YU MING CHARTER SCHOOL  
TO AMEND ENROLLMENT LOTTERY PREFERENCES

WHEREAS, Yu Ming Charter School, as a California public school, aspires to serve students of all socioeconomic and racial backgrounds;

WHEREAS, racially and socioeconomically diverse and integrated learning environment promotes cognitive and socio-emotional benefits, encourages deeper learning, creativity, and critical thinking, and prepares students to succeed in a global economy;

WHEREAS, roughly 44% of students in Alameda County public schools are eligible for free or reduced-priced meals;

WHEREAS, the Charter School aims to attract, enroll and retain a student body that reflects the diversity of the residents of Alameda County;

WHEREAS, the Charter School is committed to achieving these aims and has worked towards implementing meaningful and effective strategies, including cultivating relationships with subsidized preschools and focused local neighborhood outreach;

WHEREAS, increasingly rapid gentrification of North and West Oakland is displacing working-class and African American and immigrant families, and is profoundly changing the makeup of the impacted neighborhoods, including the Charter School's;

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NOW, THEREFORE, BE IT RESOLVED, that the Board determined by majority vote amends the Charter School's admission preferences as follows:

NOW, THEREFORE, BE IT RESOLVED, that the Board determined by majority vote that the Yu Ming Charter School Enrollment and Public Random Drawing Policy (most recently revised on February 25, 2016), will be replaced by the attached policy, which in sum makes the following adjustments:

- 1.) Adds a new categorical preference of 20% for applicants eligible for Free or Reduced Lunch (FRL)
- 2.) Reduces the weighted preference for Local Elementary Attendance Area (LEAA) from 10:1 to 3:1.
- 3.) Changes the language around the current two-way dual immersion model to a one-way model

In addition, the Board authorizes an amendment to the Yu Ming Charter (Fall, 2015) to change the language describing our dual immersion model from two-way to one-way. The Board anticipates that this material change to the Yu Ming Charter will require approval from the Alameda County Office of Education (ACOE). ~~The Board authorizes the chair of the Enrollment and Diversity Committee, or his/her designee, to initiate the process to request approval and liaise directly with the ACOE staff and leadership. In the event that approval is denied by the ACOE, then the Board authorizes Resolution #FY 16-002 to then supersede Resolution #FY 16-001.~~

These changes will be effective immediately and will be in place for the 2017 enrollment lottery.

I, \_\_\_\_\_, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Board of Directors of Yu Ming Charter School at meeting thereof duly called and noticed and held on October 20, 2016, and that it was so adopted by the following vote:

AYES: Unanimous.

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Yu Ming Charter School at 1086 Alcatraz Ave, Oakland, CA 94608; telephone (510) 452-2063



NOES: None

ABSENT: John Wharton.

ABSTENTIONS: None.

DATE: 10/20/2016

BY: Unanimous Vote

#### RESOLUTION OF THE BOARD OF DIRECTORS

##### THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

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

##### REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

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

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

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

##### FOR MORE INFORMATION

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# Check Register



Yu Ming Charter School

October

2016

Grand Total 157,566.69

Vendor	Check Number	Date	Description	Check Amount
Chase	EFT100316	10/3/2016	Acct#4246315211197627; EFT100316 - Purchases	12,479.07
Oakland Unified School District	4814	10/4/2016	2016-2017 Facility Use Fee due 10/01/16	10,051.25
Brigitte Yeh	4815	10/4/2016	Reimb: Garden Items for Planters at Alcatraz	901.07
AT&T (DB)	DB100616	10/6/2016	DB100616 -	1,028.69
Stephen Blatteis	M1329	10/6/2016	Manual Ck#M1329 -	150.00
Maria Perez	4816	10/7/2016	Reimb: Teacher Supplies	243.48
Pacific Gas & Electric	EFT100716	10/7/2016	EFT100716 - Utilities	1,665.19
Stephen Blatteis	M1331	10/11/2016	M1331 -	150.00
Shu Feng Chang	M1332	10/11/2016	M1332 -	300.00
Alameda County Office of Education	4817	10/17/2016	Acct#8699-000-00-2510; Oversight and Monitoring Charges - 1st Quarter FY16-17 (July-Sept '16)	4,556.79
Amazon	4818	10/17/2016	CR - Amazon.com Refund	2,786.21
Bay Alarm Company	4819	10/17/2016	Acct#20076120; Monitoring Fee - 10/01/16 - 01/01/17	336.90
Bay Alarm Company	4820	10/17/2016	Acct#20076020; Monitoring Fee - 10/01/16 - 01/01/17	382.11
Bay Alarm Company	4821	10/17/2016	Acct#20076220; Closed Curcuit TV - 10/01/16 - 01/01/17	208.41
Bay Alarm Company	4822	10/17/2016	Acct#20076320; Access Control & Intercom Charges - 10/01/16 - 01/01/17	83.34
California Waste Solutions	4823	10/17/2016	Waste Toter Svc	408.00
CharterSafe	4824	10/17/2016	Cust#1275; Worker's Compensation Audit - 2015/2016	10,917.78
ChinaSprout, Inc.	4825	10/17/2016	Textbooks	222.70
Fagen Friedman & Fulfroast LLP	4826	10/17/2016	Client/Matter: 710-00101; Svcs' through 08/31/16	597.75
Kathy Gabe	4827	10/17/2016	Consultant Svc: Diabetic training 09/30/16	22.00
Jamie Gao	4828	10/17/2016	Reimb: Live Scan	57.00
Hsiaowen Hong	4829	10/17/2016	Reimb: Online Data for History Classes & Round Labels	54.13
Lucia Hwang	4830	10/17/2016	Reimb: Food for FSO Meeting	211.33
Kaiser Foundation Health Plan	4831	10/17/2016	Cust#709670-0100; Health Ins Premium - October 2016	10,369.68
Kaiser Foundation Health Plan	4832	10/17/2016	Cut# 000709670-7100; Health Ins Premium - November '16	5,120.63
Sammi Kuo	4833	10/17/2016	Abacus Class 09/02 - 09/30/16	1,170.00
Amy Lee	4834	10/17/2016	Reimb: Night Market Supplies	249.72
Laura Lee	4835	10/17/2016	Reimb: Music Supplies and Mileage	597.23
Liminex, Inc. dba GoGuardian	4836	10/17/2016	PO# 0914-16; GoGuardians for Teachers; 3Yr	1,650.00

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.  
Payroll checks are not included on this register.

Vendor	Check Number	Date	Description	Check Amount
LMI.Net	4837	10/17/2016	IT Svc 09/21/16	270.00
Patrick Malabuyo	4838	10/17/2016	Trombone Teacher 08/25 - 09/18/16	360.00
MRC Smart Technology Solutions	4839	10/17/2016	Acct#YM00; Contract Overage Charges 04/28 - 05/27/16	2,057.46
Nan Hai (USA) Co., Inc.	4840	10/17/2016	Books & Supplies	10,543.91
Greg Nichols	4841	10/17/2016	Reimb: Router for Herwy Campus	358.33
			ID#10297; Web-Based MAP for Math, Reading & Language	
NWEA	4842	10/17/2016	07/01/16 - 06/30/17	1,034.00
Oakland Youth Chorus	4843	10/17/2016	Q1 MOU for Music	1,500.00
Office Depot	4844	10/17/2016	Acct#72210155; Office Supplies	369.44
Open Works	4845	10/17/2016	Cust#YUMI0001; Janitorial Svc - 10/01 - 10/31/16	1,255.00
Open Works	4846	10/17/2016	Cust#YUMI0002; Janitorial Svc - 10/01 - 10/31/16	1,154.00
Rafael Postel	4847	10/17/2016	Trumpet Classes: 08/31 - 09/29/16	600.00
Shamrock Office Solutions	4848	10/17/2016	Acct# YM00; Freight	21.80
Justin Smith	4849	10/17/2016	Trumpet Classes - August & September '16	1,020.00
The Loss Prevention Inc	4850	10/17/2016	Livescan Fingerprinting/Background Fees	104.00
Lynna Tsou	4851	10/17/2016	Catering for Leadership Retreat	80.00
Julia Tsui	4852	10/17/2016	Trombone Classes: 08/16 - 09/29/16	480.00
Vicenti, Lloyd & Stutzman LLP	4853	10/17/2016	Client#12478; Completion of Audit Svcs Yr End 06/30/16	4,200.00
Stephen Blatteis	M1334	10/19/2016	M1334 -	75.00
St. Columba Church	4854	10/21/2016	Rent - November 2016	13,109.00
Bay Janitorial Supply	4855	10/25/2016	Custodial Supplies	690.45
Delta Education	4856	10/25/2016	Cust#1987234; Textbooks	83.40
			Monthly Svc - Oct 2016; PTO Tracking Svc; State	
EdTec Inc.	4857	10/25/2016	Reporting/SIS Monthly; Sept 2016 Svcs - A. Weinstein	9,896.57
Helen Min	4858	10/25/2016	Reimb: Teacher Supplies and Mileage	244.25
Open Works	4859	10/25/2016	Cust#YUMI0001; Janitorial Svc - 07/01/16	1,360.00
Panorama Education, Inc.	4860	10/25/2016	Access to "For Schools" Panorama Platform and Support	499.00
Playworks Education Energized	4861	10/25/2016	Play Leadership Essentials - 10/10/16	19,000.00
Revolution Foods, Inc	4862	10/25/2016	Cust#C000492; Student Meals - September 2016	9,184.04
Amy Torrano	4863	10/25/2016	Reimb: Teacher Supplies	90.57
Lynna Tsou	4864	10/25/2016	Reimb: Lunch During PD Week in August	274.85
Tiny Techs Club	4865	10/25/2016	Fall Session A	2,392.50
Brent Woodard	4866	10/25/2016	Reimb: Miscellaneous Expenses	1,076.25
Xinyi Xu	4867	10/25/2016	Reimb: Filling Fee, Medical & Passport Photo	2,054.62
Ruizhi Yang	4868	10/25/2016	Classroom Instructional Assistant 08/08 - 10/21/16 Bal Due	3,914.50
Vision Service Plan	EFT102816	10/28/2016	EFT102816 -	493.29

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Vendor	Check Number	Date	Description	Check Amount
Shu Feng Chang	M1335	10/28/2016	Manual Ck#M1335 dated 10/19/16 -	75.00
Shu Feng Chang	M1340	10/28/2016	Manual Ck#M1340 dated 10/27/16 -	150.00
Stephen Blatteis	M1336	10/31/2016	Manual Ck#M1336 dated 10/20/16 -	150.00
Jun Lu	M1337	10/31/2016	Manual Ck#M1337 dated 10/24/16 -	225.00
Stephen Blatteis	M1338	10/31/2016	Manual Ck#M1338 dated 10/26/16 -	150.00

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Payroll checks are not included on this register.



To: Board of Directors  
From: Sue Park, Head of School  
Date: November 17, 2016  
RE: Head of School Update

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1. Upcoming School Events
2. Equity Design Strategy Group
3. Upper School Intersession
4. Parent Conference Week
5. New Common Core Report Card
6. Yu Ming Branding and Website

1. Important Upcoming Dates

- Mon 11/14-Fri 11/18, Parent Teacher Conferences, Shortened Day Early Dismissal
- Mon 11/14-Fri 11/18, Upper School Intersession Week
- Wed 11/23-Fri 11/25, Thanksgiving Holiday, No School
- Wed 11/30, Picture Make-Up Day
- Fri 12/2, Read-a-thon Polar Express Book Fair, Barnes & Noble, Emeryville
- Mon 12/5-Tues 12/6, Sue participate in Silicon Schools Fund schools visit in NYC
- Wed 12/7, 8:30am, Prospective Family Enrollment Tour
- Wed 12/7, 6:00pm, Family Support Organization Council Meeting
- Thrs 12/8, 4:00pm, Board Education Committee Meeting
- Thurs 12/8, 6:00pm, Board Meeting
- Fri 12/9, 9:00-10:15am, Winterfest Student Performance, St. Columba's Church
- Sat 12/10, 9:00-1:00pm, Equity Strategy Design Group Meeting #1
- Sat 12/10, 2:00-4:00pm, Families of African and Latino Descent Affinity Group
- Tues 12/13, 6:30pm, Presentation of Charter material revision at ACOE Board Meeting
- Mon 12/19-Fri 12/30, Winter Recess, No School
- Mon 1/2, Pupil Free and Staff Work Day, No School
- Tues 1/3, Classes Resume

2. Equity Strategy Design Group

This year, I am partnering with engaging equity educator Pamela Harrison Small to facilitate a multi-stakeholder equity strategy group, parent community circles, and teacher professional learning. Pamela Harrison Small's work will build upon Yu Ming's partnership last year with the National Equity Project to provide leadership coaching. We continue to build a long-term, systems-focused strategy to:

- Create the culture, commitments and competencies for achieving equity and excellence
- Build an inclusive, safe, and equitable school culture along with the academic conditions and structures so that all Yu Ming students succeed and thrive
- Lead professional learning and coaching for school leadership and staff for equitable education
- Foster deep, authentic, and supportive partnerships with all families
- Establish anti-bias, social-emotional, and service education for our students that helps them to engage with identity, community, diversity, justice, and action



This year, we are establishing a representative group of Yu Ming stakeholders, an Equity Strategy Design Committee, that together articulate a school-wide equity vision statement, priorities, activities, and measures of success. There will be four meetings this academic year: Saturday, Dec 10, 8am-12pm, February (2 hours), April (2 hours), June (2 hours). So far, the following members have volunteered to join, but it remains open to additional interested Yu Ming community members:

- Board Members: Eric Peterson (Chair Education Committee), Phuoc Le (Chair Enrollment & Diversity Committee)
- Administrators: Sue Park, Sonya Martin (AP Student Support Services)
- Staff: Yu-Shuan Tarango-Sho (Family Resource Liaison), TBD (Teacher or Staff)
- Parents: Pamela Connie (Parent G3 student, Past Co-Chair of Community Inclusion Committee & Affinity Group for Families of African and Latino Descent), Mimi Ho (Parent of G1 and G3 student, Past Co-Chair of Community Inclusion Committee), TBD

My hope for the group is that we review our school vision, mission, and core values - and how they address equity and inclusion. Create an equity vision statement and school-wide goals.

### 3. Upper School Intersession

This week, the Yu Ming Upper School launched its first intersession week (Nov 14-18). While Upper School core teachers engaged in professional learning, collaboration, and planning, all Grade 5-6 students participated in a 1-week expedition of their choice. There is one more intersession week planned for the next parent-teacher conference week (Mar 13-17). During intersession our goal is to provide experiences that bring our mission to life and stimulate creativity, independent thinking, develop compassion, sound moral character, and a sense of responsibility for the community and the environment. Choosing among 4 options they were matched with their first or second choice. The options were:

- Instrument Invention (Laura Lee, Music Teacher): Students explore the physics of sound and cultural history of instruments and create an Instrument Invention with reusable materials and perform for Kindergarteners. The project includes visits to the Exploratorium and Berkeley Reuse Center
- Explore Climate Change (Chabot Space and Science Center): Students Learn about growing sectors of renewable energy and why they are so important for our future. These ideas are then captured in claymation. Students draft storyboards, experiment with different frame rates, edit, and polish effects on iMovie.
- Chinese Papercutting/Mural Work (Sandra Chang, Art Teacher): Artist and Yu Ming parent Tommy Wong partners with Yuk Yau Child Development Center in Oakland Chinatown, and Yu Ming's art teacher to lead students through the traditional art of paper cutting and incorporating those designs in a community art project. Students visit Yuk Yau, Chinatown, and Oakland Museum.
- Oakland Chinatown's History, Present, and Future (Patricia Ong, Design Lab Teacher): Students explore oral histories in Oakland Chinatown and their own families incorporating interviews into maker pieces, a design lab blog, and using carpentry to create planter boxes for Yuk Yau. Students visit Chinatown and Yuk Yau Child Development Center.

### 4. Parent Conference Week

**This year, we shifted our approach to calendaring Parent-Teacher Conferences from an early dismissal day with a pupil free day to a week of early dismissal days. This change has allowed for our English teachers to participate in all parent conferences, allows an intersession week experience for**



upper school students and core content teachers, and provides consistency of care to families who have the option of registering for daily gap care.

#### 5. New Common Core Report Card

Our new standards-based report card was shared with families this week. With the transition to the Common Core State Standards (CCSS), there was a need to design a new report card aligned to the new curriculum and assessment changes. With this goal in mind, a new report card was developed at Yu Ming to capture and report student academic progress in a clear and effective manner.

A standards-based reporting system is designed to inform parents about what a student knows and is able to do in each subject area and what he or she still needs to work on in order to meet year-end grade level standards. At Yu Ming these CCSS standards serve as the basis for instruction, curriculum, and assessment. Teachers will continue to use both quantitative and qualitative measures to inform grading.

The new progress report was designed to provide more information to parents about student progress toward grade level CCSS. Traditional report cards are often calculated by combining how well the student met a teacher's expectations, incorporates assignments (homework) and at the end of a grading period, the grade reflects an average of the student's performance over time. In contrast, the mastery based progress report measures how well an individual student is doing in relation to the grade level standards. This will give parents a better understanding of their child's strengths and areas of growth according to specific grade level standards and his or her progress towards mastery of those standards by the end of the year.



Yu Ming Charter School  
PROGRESS REPORT TO PARENTS  
  
**TRIMESTER 1- 2016-2017**  
**Grade 5**

**EXPLANATION OF MARKS**

**LANGUAGE ARTS, MATHEMATICS, SCIENCE CONTENT STANDARDS:**

<b>I</b>		<i>Incomplete:</i> Off Track in Projects and/or Focus Areas
<b>C</b>	<b>70-79%</b>	<i>Developing</i> understanding of grade level CCSS & NGSS
<b>B</b>	<b>80-89%</b>	<i>Meeting</i> grade level CCSS & NGSS
<b>A</b>	<b>90-100%</b>	<i>Exceeding</i> grade level CCSS & NGSS

**HABITS OF SUCCESS AND OTHER CONTENT:**

<b>W</b>	<b>Working</b>	<i>Working</i> towards expectations
<b>M</b>	<b>Meeting</b>	<i>Meeting</i> expectations
<b>E</b>	<b>Exceeding</b>	<i>Exceeding</i> expectations

ENGLISH LANGUAGE ARTS/ HISTORY	
Current Summit Grade	
Project Status	___ of ___ Completed
Cognitive Skills Average	
Power Focus Areas	
Additional Focus Areas	
Habits of Work	
Participation	
Homework	
CHINESE LANGUAGE ARTS	
Current Summit Grade	
Project Status	___ of ___ Completed
Cognitive Skills Average	
Power Focus Areas	
Additional Focus Areas	
Other Chinese Work	
Habits of Work	
Participation	
Homework	
MATHEMATICS	
Current Summit Grade	
Project Status	___ of ___ Completed
Cognitive Skills Average	
Math Concepts Average	
Power Focus Areas	
Additional Focus Areas	
Habits of Work	
Participation	
Homework	
SCIENCE	
Current Summit Grade	
Project Status	___ of ___ Completed
Cognitive Skills Average	
Power Focus Areas	
Additional Focus Areas	
Other Science Work	
Habits of Work	
Participation	
Homework	

OTHER CONTENT AREAS	
Art	
Instrumental Music	
Chinese Enrichment	
Physical Education	
Design Lab	
SOCIAL EMOTIONAL LEARNING	
Habits of Success	
Self-Awareness/Self-Management	
Social-Awareness/Interpersonal Skills	
Decision Making Skills/Responsible Behavior	
Organization	
Collaborative Skills	
Works Independently	

ATTENDANCE	
Days Enrolled	
Days Absent	
Days Tardy	

TEACHER COMMENTS
Trimester 1

Parent Signature: \_\_\_\_\_ Teacher Signature: \_\_\_\_\_

Principal Signature: \_\_\_\_\_



Yu Ming Charter School  
REPORT TO PARENTS – COMMON CORE STATE STANDARDS REPORT CARD

2016-2017  
Grade 2

EXPLANATION OF MARKS

**LANGUAGE ARTS AND MATHEMATICS CONTENT STANDARDS:**

<b>1</b>	<b>Beginning</b>	<i>Beginning</i> understanding of grade level CCSS
<b>2</b>	<b>Developing</b>	<i>Developing</i> understanding of grade level CCSS
<b>3</b>	<b>Meeting</b>	<i>Meeting</i> grade level CCSS
<b>4</b>	<b>Exceeding</b>	<i>Exceeding</i> grade level CCSS
<b>NA</b>	<b>Not Assessed</b>	Student has <i>not</i> been <i>assessed</i> on this skill at this time

**HABITS OF SUCCESS AND OTHER CONTENT:**

<b>W</b>	<b>Working</b>	<i>Working</i> towards expectations
<b>M</b>	<b>Meeting</b>	<i>Meeting</i> expectations
<b>E</b>	<b>Exceeding</b>	<i>Exceeding</i> expectations

	Trimester		
	1	2	3
<b>ENGLISH LANGUAGE ARTS - READING</b>			
<b>Foundational Skills</b>			
Knows and applies grade-level phonics and word analysis			
Reads accurately and fluently to support comprehension			
<b>Literature</b>			
Asks and answers questions about the text			
Recounts story to include story elements			
Acknowledges different points of view of characters			
<b>Informational Text</b>			
Asks and answers questions using evidence from the text			
Determines the main idea of the text			
Compares and contrasts the most important points			
<b>ENGLISH LANGUAGE ARTS - WRITING</b>			
<b>Text Types and Purposes</b>			
Writes to communicate ideas and information effectively			
<b>Production and Distribution</b>			
Focuses on a topic and adds details to strengthen writing			
Develops writing by planning, revising, and editing			
<b>Research to Build and Present Knowledge</b>			
Gathers information from print/digital sources and personal experiences			
Participates in a shared research and writing project about a topic			
<b>ENGLISH LANGUAGE ARTS - LANGUAGE</b>			
Applies correct spelling of grade-level words in written work			
Acquires and uses grade-level appropriate vocabulary			
Demonstrates a command of the grade-level conventions of standard English grammar and usage			
<b>ENGLISH LANGUAGE ARTS – SPEAKING AND LISTENING</b>			
<b>Comprehension and Collaboration</b>			
Effectively participates in discussions within a group			
Recounts or describes main ideas and details from text			
<b>Presentation of Knowledge and Ideas</b>			
Presents information with appropriate facts and relevant descriptive details			
Expresses complete thoughts, feelings and ideas clearly			

	Trimester		
	1	2	3
<b>CHINESE LANGUAGE ARTS - READING</b>			
<b>Foundational Skills</b>			
Knows and applies grade-level pinyin, character and word analysis skills			
Reads accurately and fluently to support comprehension			
<b>Literature</b>			
Asks and answers questions about text			
Recounts story to include story elements			
Acknowledges different points of view of characters			
<b>Informational Text</b>			
Asks and answers questions using evidence from the text			
Determines the main idea of the text			
Compares and contrasts the most important points			
<b>CHINESE LANGUAGE ARTS - WRITING</b>			
<b>Text Types and Purposes</b>			
Writes to communicate ideas and information effectively			
<b>Production and Distribution</b>			
Focuses on a topic and adds details to strengthen writing			
Develops writing by planning, revising, and editing			
<b>Research to Build and Present Knowledge</b>			
Gathers information from print/digital sources and personal experiences			
Participates in a shared research and writing project about a topic			
<b>CHINESE LANGUAGE ARTS - LANGUAGE</b>			
Demonstrates a command of the grade-level conventions of standard Chinese punctuation and character writing			
Acquires and uses grade-level appropriate vocabulary			
Demonstrates a command of the grade-level conventions of standard Chinese grammar and usage			
<b>CHINESE LANGUAGE ARTS – SPEAKING AND LISTENING</b>			
<b>Comprehension and Collaboration</b>			
Effectively participate in discussions within a group			
Recounts or describes main idea and details from text			
<b>Presentation of Knowledge and Ideas</b>			
Presents information with appropriate facts and relevant descriptive details			
Expresses complete thoughts, feelings and ideas clearly			





Student:

Teacher:

Grade:

	Trimester		
	1	2	3
MATHEMATICS			
Operations & Algebraic Thinking			
Uses addition and subtraction to solve word problems within 100 in various ways			
Fluently adds and subtracts within 20 using mental strategies			
Works with equal groups to gain foundations for multiplication			
Numbers and Operations in Base 10			
Understands place value in 3-digit numbers			
Reads, writes, counts and compares numbers to 1000			
Fluently adds and subtracts within 100 using various strategies based on place value			
Adds and subtracts within 1000 using concrete drawings and strategies based on place value			
Measurement and Data			
Measures and estimates length			
Tells and writes time			
Solves problems using money			
Generates and interprets data			
Geometry			
Recognizes, draws and partitions shapes			
Mathematical Practices			
Makes sense of problems and perseveres in solving them			
Clearly constructs arguments and critiques the reasoning of others			
Models with mathematics and uses tools strategically			
Identifies and analyzes patterns to develop generalizations			
OTHER CONTENT AREAS			
Social Studies			
Science			
Music			
Art			
Physical Education			
SOCIAL AND EMOTIONAL LEARNING			
Habits of Success			
Self-Awareness/Self-Management			
Social-Awareness/Interpersonal Skills			
Decision Making Skills/Responsible Behavior			
Organizational Skills			
Collaborative Skills			
Works Independently			

ATTENDANCE	1	2	3
Days Enrolled			
Days Absent			
Days Tardy			

TEACHER COMMENTS
1 <sup>ST</sup> Trimester
2 <sup>nd</sup> Trimester
3 <sup>rd</sup> Trimester

Parent Signature: \_\_\_\_\_

Teacher Signature: \_\_\_\_\_

Principal Signature: \_\_\_\_\_



**Board of Directors**  
**November 17, 2016**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	Monthly Financials:  1. The Board is looking for members to volunteer to review the 2015-16 audit  2. Review current financial status
<b>Time Allotted</b>	10 minutes
<b>Background</b>	15-16 Audit Review – Need members to review the prior year audit report  Current financials – Update on October financials, any notable changes since last month
<b>Summary</b>	As in prior years, a few (2-3) members of the board (but not the Treasurer) should volunteer to review the audit report to ensure information is accurate and there are no issues of concern. Then it can be presented to the board for full review and approval in December.  The October financials have some updates and changes and the board should regularly review and discuss the financial status of the school.
<b>Type</b>	Discussion and Update
<b>Key Questions</b>	1. Who will volunteer to review the audit?

Yu Ming Charter School

Budget vs. Actuals

As of 10/31/2016

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Actual			Budget vs. Actual		Budget					
			Variance						Variance	
			(YTD less						(Previous vs.	
			Budget)						Current Forecast)	
			Aug	Sep	Oct	Actual YTD	Approved Budget	Previous Month's Forecast	Current Forecast	Forecast Remaining
<b>SUMMARY</b>										
<b>Revenue</b>										
LCFF Entitlement			95,173	210,692	265,333	571,198	2,597,159	2,605,536	2,619,218	2,048,020
Federal Revenue			-	-	-	-	37,355	38,500	38,500	38,500
Other State Revenues			7,167	13,151	15,789	43,274	428,270	422,985	425,139	381,865
Local Revenues			106,145	22,145	44,362	249,744	331,226	369,362	374,362	124,618
Fundraising and Grants			38	149,235	105,760	255,032	427,200	528,400	528,400	273,368
<b>Total Revenue</b>			<b>208,523</b>	<b>395,223</b>	<b>431,244</b>	<b>1,119,248</b>	<b>3,821,210</b>	<b>3,964,782</b>	<b>3,985,618</b>	<b>2,866,370</b>
<b>Expenses</b>										
Compensation and Benefits			153,473	212,184	222,624	645,272	2,502,319	2,652,173	2,631,216	1,985,945
Books and Supplies			3,336	42,764	25,324	145,720	261,029	287,052	308,718	162,998
Services and Other Operating Expenditures			54,864	68,226	126,893	328,013	984,947	953,088	954,955	626,942
Depreciation			-	-	-	-	600	600	-	-
<b>Total Expenses</b>			<b>211,673</b>	<b>323,174</b>	<b>374,841</b>	<b>1,119,005</b>	<b>3,748,895</b>	<b>3,892,914</b>	<b>3,894,889</b>	<b>2,775,884</b>
<b>Operating Income</b>			<b>(3,150)</b>	<b>72,049</b>	<b>56,403</b>	<b>243</b>	<b>72,315</b>	<b>71,869</b>	<b>90,729</b>	<b>90,486</b>
<b>Fund Balance</b>										
Beginning Balance (Unaudited)			725,141	721,991	794,040	850,201	850,201	850,201	850,201	
Audit Adjustment						-	-	-	-	
Beginning Balance (Audited)						850,201	850,201	850,201	850,201	
Operating Income			(3,150)	72,049	56,403	243	72,315	71,869	90,729	
<b>Ending Fund Balance</b>			<b>721,991</b>	<b>794,040</b>	<b>850,444</b>	<b>850,444</b>	<b>922,516</b>	<b>922,070</b>	<b>940,930</b>	
<b>Capital Outlay</b>			<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	

Yu Ming Charter School

Budget vs. Actuals

As of 10/31/2016

1	1	1								
Actual			Budget vs. Actual		Budget					
Aug	Sep	Oct	Actual YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining	

Yu Ming Charter School

Budget vs. Actuals

As of 10/31/2016

1		1		1						
Actual			Budget vs. Actual			Budget				
Aug	Sep	Oct	Actual YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining	
95,173	210,692	171,312	477,177	115,518	2,160,646	2,167,797	2,179,199	-	-	
-	-	94,021	94,021	(0)	436,513	437,739	440,019	11,402	1,702,022	
-	-	-	-	-	-	-	-	2,280	345,998	
95,173	210,692	265,333	571,198	115,518	2,597,159	2,605,536	2,619,218	13,682	2,048,020	
-	-	-	-	-	-	-	-	-	-	
-	-	-	-	-	37,355	38,500	38,500	-	38,500	
-	-	-	-	-	-	-	-	-	-	
-	-	-	-	-	37,355	38,500	38,500	-	38,500	
-	-	-	-	-	-	-	-	-	-	
-	-	1,758	1,758	1,758	-	-	1,758	1,758	-	
-	-	-	-	-	-	-	-	-	-	
7,167	12,901	14,031	41,266	41,266	172,589	173,074	173,286	212	132,020	
-	-	-	-	-	120,010	118,135	117,981	(154)	117,981	
-	250	-	250	(14,513)	73,813	67,002	67,002	-	66,752	
-	-	-	-	-	61,859	64,774	65,111	337	65,111	
7,167	13,151	15,789	43,274	28,511	428,270	422,985	425,139	2,154	381,865	
-	-	-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	-	-	
-	40,541	-	40,541	23,067	87,369	87,369	87,369	-	46,828	
-	-	-	-	(53)	265	265	265	-	265	
-	79,737	200	79,937	55,937	120,000	158,000	158,000	-	78,063	
-	30,020	-	30,020	17,660	61,800	61,800	61,800	-	31,780	
-	-	17,305	17,305	7,625	48,402	48,538	48,538	-	31,233	
-	8,460	8,456	17,966	15,288	13,390	13,390	18,390	5,000	424	
106,145	(136,612)	18,401	63,975	63,975	-	-	-	-	(63,975)	
106,145	22,145	44,362	249,744	183,498	331,226	369,362	374,362	5,000	124,618	
-	-	-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	-	-	
38	149,235	5,760	155,032	69,592	427,200	428,400	428,400	-	273,368	
-	-	100,000	100,000	100,000	-	100,000	100,000	-	-	
38	149,235	105,760	255,032	169,592	427,200	528,400	528,400	-	273,368	
208,523	395,223	431,244	1,119,248	497,121	3,821,210	3,964,782	3,985,618	20,836	2,866,370	

Yu Ming Charter School

Budget vs. Actuals

As of 10/31/2016

111

		Actual			Budget vs. Actual		Budget				
		Aug	Sep	Oct	Actual YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining
EXPENSES											
Compensation & Benefits											
1000	Certificated Salaries	-	-	-							
1100	Teachers Salaries	88,254	98,986	88,277	275,517	20,021	1,083,640	1,216,280	1,168,987	47,293	893,469
1101	Teacher - Stipends	-	-	-	-	16,773	61,500	-	-	-	-
1103	Teacher - Substitute Pay	900	975	-	1,875	(1,875)	-	7,000	12,250	(5,250)	10,375
1148	Teacher - Special Ed	5,787	12,361	20,146	38,294	4,283	169,850	129,500	170,280	(40,780)	131,986
1300	Certificated Supervisor & Administrator Salaries	15,495	22,357	25,189	83,940	1,386	255,976	264,146	270,146	(6,000)	186,206
SUBTOTAL - Certificated Employees		110,436	134,679	133,612	399,626	40,588	1,570,966	1,616,926	1,621,663	(4,737)	1,222,037
2000 Classified Salaries											
2100	Classified Instructional Aide Salaries	-	17,854	9,249	27,103	(4,685)	82,198	90,714	85,438	5,276	58,336
2101	Classified - Electives	4,727	4,727	4,727	14,182	(8,455)	21,000	52,000	52,000	-	37,818
2103	Classified - Special Ed	5,897	11,796	4,184	21,953	2,238	88,703	105,701	113,076	(7,375)	91,123
2300	Classified Supervisor & Administrator Salaries	6,717	11,031	12,733	36,681	13,673	151,063	183,500	160,710	22,790	124,029
2905	Other Classified - After School	-	221	15,937	16,158	10,929	99,320	93,224	93,224	-	77,066
2928	Other Classified - Food	2,196	3,849	(1,501)	4,685	2,596	26,698	30,545	30,545	-	25,860
2930	Other Classified - Maintenance/grounds	3,011	3,390	2,273	11,074	110	33,552	33,552	33,552	-	22,478
SUBTOTAL - Classified Employees		22,548	52,868	47,603	131,836	16,407	502,533	589,236	568,545	20,691	436,709
3000 Employee Benefits											
3100	STRS	13,737	15,559	15,740	46,952	(5,698)	147,221	157,925	161,006	(3,080)	114,054
3200	PERS	-	-	-	-	-	-	-	-	-	-
3300	OASDI-Medicare-Alternative	3,386	6,369	5,939	17,008	7,340	86,395	91,303	88,550	2,753	71,542
3400	Health & Welfare Benefits	202	192	16,095	35,021	23,666	140,849	136,581	132,313	4,268	97,292
3500	Unemployment Insurance	1,865	2,517	1,037	5,736	5,683	22,838	26,695	25,872	823	20,136
3600	Workers Comp Insurance	1,299	-	2,598	9,093	7,430	31,102	33,092	32,853	239	23,760
3900	Other Employee Benefits	-	-	-	-	-	415	415	415	-	415
SUBTOTAL - Employee Benefits		20,489	24,637	41,409	113,810	38,421	428,820	446,011	441,009	5,003	327,199

Yu Ming Charter School

Budget vs. Actuals

As of 10/31/2016

111

		Actual			Budget vs. Actual		Budget				
						Variance (YTD less Budget)		Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining
		Aug	Sep	Oct	Actual YTD		Approved Budget				
4000	Books & Supplies			-							
4100	Approved Textbooks & Core Curricula Materials	-	7,414	10,767	88,710	(65,110)	70,800	80,800	102,800	(22,000)	14,090
4315	Custodial Supplies	-	-	-	-	1,030	3,090	3,090	3,090	-	3,090
4320	Educational Software	-	8,554	-	8,554	(5,221)	10,000	10,000	10,000	-	1,446
4325	Instructional Materials & Supplies	1,222	1,017	285	4,870	(2,731)	6,417	6,435	6,435	-	1,565
4326	Art & Music Supplies	(2,200)	8,551	2,403	9,153	(4,740)	13,240	13,240	13,240	-	4,087
4330	Office Supplies	429	1,129	569	2,127	1,152	9,837	10,197	9,862	335	7,735
4335	PE Supplies	-	-	-	-	884	2,652	2,652	2,652	-	2,652
4346	Teacher Supplies	229	373	496	1,098	2,568	11,000	11,031	11,031	-	9,933
4350	Uniforms	-	-	-	-	648	1,945	1,951	1,951	-	1,951
4410	Classroom Furniture, Equipment & Supplies	1,435	6,536	-	8,994	(6,093)	8,701	9,310	9,310	-	316
4420	Computers (individual items less than \$5k)	2,220	-	-	2,220	2,780	15,000	30,000	30,000	-	27,780
4430	Non Classroom Related Furniture, Equipment & Supplies	-	-	961	961	100	3,183	3,183	3,183	-	2,221
4435	Non Classroom Noncapitalized items 2	-	566	-	566	(99)	1,400	1,400	1,400	-	835
4710	Student Food Services	-	8,625	9,184	17,809	12,847	91,967	91,967	91,967	-	74,158
4720	Other Food	-	-	658	658	3,274	11,796	11,796	11,796	-	11,138
SUBTOTAL - Books and Supplies		3,336	42,764	25,324	145,720	(58,710)	261,029	287,052	308,718	(21,665)	162,998

Yu Ming Charter School

Budget vs. Actuals

As of 10/31/2016

111

		Actual			Budget vs. Actual		Budget				
					Variance (YTD less Budget)		Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining	
		Aug	Sep	Oct	Actual YTD	Approved Budget					
5000	Services & Other Operating Expenses										
5200	Travel & Conferences	-	-	-	-	1,650	8,248	8,248	8,248	-	8,248
5300	Dues & Memberships	-	-	-	-	755	3,777	3,787	3,787	-	3,787
5450	Insurance - Other	1,599	-	8,320	16,316	(10,528)	28,941	29,022	29,022	-	12,706
5510	Utilities - Gas and Electric	-	2,248	-	2,248	842	15,450	15,450	15,450	-	13,202
5515	Janitorial, Gardening Services & Supplies	1,085	504	12,588	14,177	(8,177)	30,000	30,000	30,000	-	15,823
5520	Security	-	-	1,011	1,011	82	5,464	5,464	5,464	-	4,453
5525	Utilities - Waste	-	230	408	2,048	2,072	12,360	12,360	12,360	-	10,312
5530	Utilities - Water	-	911	-	1,107	987	6,283	6,283	6,283	-	5,176
5605	Equipment Leases	2,097	2,272	-	6,466	(4,706)	8,800	8,800	8,800	-	2,334
5610	Rent	13,109	13,109	23,160	75,596	(9,759)	197,513	197,513	197,513	-	121,917
5615	Repairs and Maintenance - Building	2,650	2,484	(7,227)	1,326	322	8,240	8,600	8,600	-	7,274
5617	Repairs and Maintenance - Other Equipment	-	-	-	-	530	2,652	2,652	2,652	-	2,652
5631	Golden Gate Rental Facility	-	-	-	-	-	-	6,000	6,000	-	6,000
5803	Accounting Fees	-	-	4,200	4,200	(2,400)	9,000	9,000	9,000	-	4,800
5809	Banking Fees	-	-	-	-	109	546	546	546	-	546
5812	Business Services	8,707	8,707	8,707	34,826	(3,233)	94,779	94,779	94,779	-	59,953
5815	Consultants - Instructional	-	3,999	3,915	7,914	947	44,300	20,000	26,180	(6,180)	18,267
5820	Consultants - Non Instructional - Data	1,454	1,006	2,482	5,542	(3,070)	12,360	12,360	12,360	-	6,818
5821	Consultants - Non Instructional - Translation	-	-	-	-	1,000	5,000	5,000	5,000	-	5,000
5822	Consultants - Non Instructional - Playworks	-	-	19,000	19,000	(15,200)	19,000	19,000	19,000	-	-
5824	District Oversight Fees	-	-	4,557	4,557	15,701	77,915	78,166	78,577	(410)	74,020
5826	Directors Contingency	-	-	-	-	1,030	5,150	-	-	-	-
5830	Field Trips Expenses	-	-	-	-	14,240	71,200	51,765	51,765	-	51,765
5834	Gala Expenses	-	-	-	-	2,300	11,500	11,500	11,500	-	11,500
5836	Fingerprinting	317	827	161	1,357	(858)	2,494	2,501	2,501	-	1,144
5839	Fundraising Expenses	-	-	-	70	1,990	10,300	10,300	10,300	-	10,230



Yu Ming Charter School

Budget vs. Actuals

As of 10/31/2016

111

		Actual			Budget vs. Actual		Budget				
					Variance (YTD less Budget)		Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining	
		Aug	Sep	Oct	Actual YTD	Approved Budget					
5845	Legal Fees	7,123	-	598	7,791	(791)	35,000	35,000	35,000	-	27,209
5848	Licenses and Other Fees	-	-	-	-	3,716	18,582	18,582	18,582	-	18,582
5851	Marketing and Student Recruiting	-	-	-	-	849	4,244	4,244	4,244	-	4,244
5853	Community Outreach	-	-	-	-	424	2,122	2,122	2,122	-	2,122
5854	Consultants - Enrichment	-	12,363	5,063	17,426	(9,095)	41,652	41,769	41,769	-	24,344
5855	Consultants - After School Program	-	-	-	-	4,000	20,000	5,000	5,000	-	5,000
5857	Payroll Fees	254	582	234	1,294	236	4,589	4,589	4,589	-	3,295
5860	Printing and Reproduction	-	300	1,929	2,229	2,684	24,564	24,633	24,633	-	22,404
5861	Prior Yr Exp (not accrued)	660	495	2,367	3,526	(3,526)	-	1,160	3,526	(2,366)	(0)
5863	Professional Development	4,791	4,357	1,030	10,178	(8,014)	10,820	21,384	20,682	702	10,504
5864	Professional Development - Other	-	-	-	-	2,000	10,000	10,000	10,000	-	10,000
5869	Special Education Contract Instructors	690	1,561	-	2,251	6,549	44,000	44,000	44,000	-	41,749
5875	Staff Recruiting	-	-	-	-	1,840	9,200	4,000	4,000	-	4,000
5878	Student Assessment	280	1,610	2,224	9,656	(6,933)	13,615	26,615	26,615	-	16,959
5881	Student Information System	140	-	-	7,985	(6,337)	8,240	8,240	8,240	-	255
5883	SELPA admin and other fees	-	-	-	-	2,939	14,696	14,696	8,471	6,225	8,471
5884	Substitutes	-	3,125	-	3,125	(1,256)	9,345	4,950	4,788	163	1,663
5887	Technology Services	930	2,640	2,419	5,989	(5,989)	-	10,000	10,000	-	4,011
5899	Miscellaneous Operating Expenses	8,970	379	28,036	51,046	(48,780)	11,330	11,330	11,330	-	(39,716)
5910	Communications - Internet / Website Fees	-	-	-	1,500	148	4,944	4,944	4,944	-	3,444
5915	Postage and Delivery	11	44	49	121	(47)	367	368	368	-	247
5920	Communications - Telephone & Fax	-	3,288	-	3,288	(1,166)	6,365	6,365	6,365	-	3,078
SUBTOTAL - Services & Other Operating Exp.		54,864	68,226	126,893	328,013	(82,771)	984,947	953,088	954,955	(1,867)	626,942
TOTAL EXPENSES including Depreciation		211,673	323,174	374,841	1,119,005	(46,066)	3,748,895	3,892,914	3,894,889	(3,176)	2,775,884

Monthly Cash Forecast  
As of 10/31/2016

Temporarily Restricted Prop 39	
Unrestricted Ending Cash	

### Cash Reserves (%)

**ESP-CA**  
**EdTec Network : Yu Ming Charter School (YMCS)**  
**Balance Sheet**  
**As of October 31, 2016**

Financial Row	Amount
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank</b>	
<b>9120-YMCS - Cash in Bank - YMCS</b>	
9121-4009 - Cash in Bank - YMCS: First Republic (Main)	\$777,194.39
<b>Total - 9120-YMCS - Cash in Bank - YMCS</b>	<b>\$777,194.39</b>
<b>Total Bank</b>	<b>\$777,194.39</b>
<b>Accounts Receivable</b>	
<b>9200 - Accounts Receivable</b>	
9233 - AR - Lottery	\$6,211.86
9247 - AR - School Facilities Apportionment	\$59,713.00
9251 - AR - Gen Purpose prior yr adjustment (Due from District)	\$2,591.00
9260 - AR - Misc	\$205.20
<b>Total - 9200 - Accounts Receivable</b>	<b>\$68,721.06</b>
<b>Total Accounts Receivable</b>	<b>\$68,721.06</b>
<b>Total Current Assets</b>	<b>\$845,915.45</b>
<b>Fixed Assets</b>	
9440 - Equipment	\$10,800.00
9445 - Accumulated Depreciation-Equipment	(\$10,800.00)
9460 - Fixed Asset - Leasehold Improvements	\$14,420.00
9465 - Accumulated Depreciation - Leaseholds	(\$14,420.00)
<b>Total Fixed Assets</b>	<b>\$0.00</b>
<b>Other Assets</b>	
9360 - Other Asset - Deposits	\$30,000.00
<b>Total Other Assets</b>	<b>\$30,000.00</b>
<b>Total ASSETS</b>	<b>\$875,915.45</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Current Liabilities</b>	
<b>Credit Card</b>	
<b>9515-YMCS - Credit Card Summary - YMCS</b>	
9515-9238 - Credit Card - YMCS : Chase #9238 (formerly 7627)	\$10,599.02
<b>Total - 9515-YMCS - Credit Card Summary - YMCS</b>	<b>\$10,599.02</b>
<b>Total Credit Card</b>	<b>\$10,599.02</b>
<b>Other Current Liability</b>	
9501 - Accrued Accounts Payable	\$15,686.47
9555 - Retirement Liability - STRS	(\$1,077.58)
9570 - Wages Payable	\$264.33
<b>Total Other Current Liability</b>	<b>\$14,873.22</b>
<b>Total Current Liabilities</b>	<b>\$25,472.24</b>
<b>Equity</b>	
9781 - Temporarily Restricted	\$50,269.00
Retained Earnings	\$799,931.37
Net Income	\$242.84
<b>Total Equity</b>	<b>\$850,443.21</b>
<b>Total LIABILITIES &amp; EQUITY</b>	<b>\$875,915.45</b>



**Board of Directors**  
**November 17, 2016**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	3. Prop 39 Energy Contract with First Note Finance
<b>Time Allotted</b>	5 minutes
<b>Background</b>	Yu Ming needs to contract with a company to complete Prop 39 energy project and use the Prop 39 funds.
<b>Summary</b>	Chris from First Note Finance will be present at the board meeting to discuss briefly what this is all about. Sue has also met with him already.
<b>Type</b>	Vote
<b>Key Questions</b>	



# PROPOSAL

October 27, 2016

Sue Park, Head of School  
Yu Ming Charter School  
1086 Alcatraz Avenue  
Oakland, CA 94608

**Subject: Proposal to Provide Proposition 39 Energy Manager Services + Project Development and Implementation Management Services**

Dear Sue:

Thank you for the opportunity to submit this proposal to provide Proposition 39 Energy Manager services to Yu Ming Charter School (hereinafter 'YMCS').

## COMPANY PROFILE

First Note Finance *inc* is a California corporation based in Coronado, California. The principal partners are James Richmond and Chris Ing. James Richmond is a 30-year veteran of the energy-efficiency and renewable energy industry, and has developed and managed \$11.5M in energy savings projects for K-12 public schools in Colorado. Chris Ing has a background in energy-efficient construction in the San Diego area. James Richmond has also operated Energy Solutions Network *inc* since 1999, and recently completed a Demand-Response Study for 56 naval facilities in San Diego for NAVFAC and SDG&E. First Note Finance is presently contracted with 86 California LEAs in support of their Proposition 39 efforts. We have prepared fifty-six (56) energy expenditure plans under the program for which funds have now been committed, totaling \$14,096,298.

## PROPOSED COORDINATED SERVICES

Our proposal encompasses Proposition 39 Energy Manager services for five years, plus project development and implementation management services. We have provided detailed, open-book itemization of fees for the following separate but coordinated services:

Years	Scope Of Work	Fee Proposal
2016	Prop-39 Energy Manager Services - Planning	\$ 6,284
2017-19	Prop-39 Energy Manager Services -Tracking & Reporting	\$ 3,770
2016	Project Development - Screening, Benchmarking, Energy Auditing	\$ 3,770
2017-19	Project Implementation Management Services	\$ 11,311
	<b>Total:</b>	<b>\$ 25,135</b>

**Table 1: First Note Finance Proposed Services Fees Summary**



## PROPOSAL NARRATIVE

First Note Finance proposes to provide YMCS with comprehensive Energy Manager Services related to the California Proposition 39 Clean Energy Jobs Act, as well as coordinated Project Development and Implementation Management Services. The comprehensive services proposed are turnkey, end-to-end over the course of five years, organized in three Task Groups, and YMCS is afforded the flexibility of an escape clause for early termination.

**In Task Group 1**, First Note Finance will manage and deliver all Proposition 39 requirements for the YMCS facilities noted below, including utilities data releases, facilities benchmarking using EPA Portfolio Manager, ASHRAE Level 1 Energy Audits, target facilities ranking & project sequencing, identification of specific energy projects, cost-effectiveness using the Prop-39 defined 'savings to investment ratio' (SIR) metric, and development, submittal, and follow-up of the Energy Expenditure Plan (to be submitted to California Energy Commission).

**In Task Group 2**, First Note Finance will manage and provide end-to-end Project Management Services for all funded facilities projects, including procurement of Design Engineering & Specifications, multiple Trades Contractor bids, Project Management of implementation/construction, securing of utility rebate and incentive funding, and YMCS staff training.

**In Task Group 3**, First Note Finance will manage and provide all Proposition 39 required project tracking and reporting services, including measurement and verification of energy savings, and annual reporting to the California Energy Commission for energy savings and jobs created.

## ENERGY EFFICIENCY MEASURES

First Note Finance intends to produce a comprehensive scope of Energy Efficiency Measures (EEMs). This includes both 'low-hanging fruit' such as lighting retrofits, cycling off computers, and behavioral energy savings, as well as applying our firm's core technical strength in scoping energy efficiency measures (EEMs) related to heating, ventilating, and air conditioning (HVAC), domestic hot water, systems commissioning, and renewable energy. Much of the anticipated, cost-effective energy savings for YMCS under the Prop-39 program are likely to come from the following EEM areas (if feasible and applicable on a case by case basis by school):

- Direct Digital Controls -- Equipment Schedule & Setpoint Optimization, Lighting Sweeps
- Energy Efficient Lighting Retrofits
- Behavioral Energy Savings
- Cycling off computers when not in use
- HVAC System Retro-commissioning, heating plant & unitary systems optimization
- HVAC Temperature Resets (Supply Air, Mixed Air, Economizer, etc)
- Demand Controlled Ventilation
- Evaporative Pre-Coolers
- HVAC equipment replacement (boilers, furnaces, heat pumps, rooftop air conditioning)
- Variable Frequency Drives



- Geo-exchange Heat Pumps
- Demand Response Utilities Management (EEMs that manage demand charges on the bills)
- (Selective) Insulation and Heat Reflective White Roofing
- (Selective) Window Replacement or Film
- Instantaneous Demand Domestic Hot Water Systems
- Solar Domestic Hot Water Systems
- Solar Photovoltaic Electricity Generation
- Wind Energy Generation
- Fuel Cells

### PROPOSITION 39 ALLOCATION

Our research indicates the total funds allocated under Proposition 39 to the YMCS system are \$251,345. State records show you have elected the two-year funding option in 2013/14. State records also show that you have requested planning funds in the amount of \$50,269 and these funds should be in your account. These funds are allocated to the following Local Educational Agency (LEA):

Yu Ming Charter School	1086 Alcatraz Ave., Oakland, CA 94608
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Our not-to-exceed price proposal over the course of the program is 10% of the Proposition 39 funding we are able to secure on your behalf, per the program guidelines. Should we be able to capture all of the funding under the Proposition 39 cost-effectiveness criteria, the not to exceed price will be \$25,135. Should a lesser amount ultimately be secured, we will reduce our fee accordingly, remaining at 10% of the funding we actually secure on your behalf. (Please note that Proposition 39 guidelines allow 10% of YMCS's funding to be allocated for Energy Management Services).

### PAYMENT MILESTONES

2016:	Complete benchmarking, energy auditing and screening	15.0%	\$	3,770
2016-17:	Complete & submit Energy Expenditure Plan	12.5%	\$	3,142
2017:	Obtain funds commitment of Energy Expenditure Plan	12.5%	\$	3,142
2017-19:	Manage project installation to completion	45.0%	\$	11,311
2017-19:	Tracking & reporting to CEC	15.0%	\$	3,770
<b>Total:</b>		<b>100%</b>	<b>\$</b>	<b>25,135</b>

### OTHER TECHNICAL & FINANCIAL RESOURCES

First Note Finance will attempt to leverage other technical and financial resources that are available to YMCS. It should be noted that these resources are somewhat limited in their availability and subject to cost caps. However, where it makes sense to leverage them to the benefit of YMCS, and if schedule permits, we most certainly will take full advantage of them:

- The Energy Commission's Bright Schools Program "no-cost" energy efficiency audits.



- California Conservation Corps “no-cost” and “low-cost” energy efficiency data collection and energy efficiency surveys.
- Local and Utility rebate and incentive programs
- The California Energy Commission’s ECAA Loan Program

### **PROPOSED ADDITIONAL FUNDING SERVICES**

First Note Finance is experienced and skilled at raising funds for energy savings and renewable energy projects. We estimate we can bring in at least a net \$40,000 of additional, alternative funding in addition to the Proposition 39 allocated funding. Often, grant funding has long, multi-year application and award cycles, so it is very possible that additional grant funds will continue to accrue months or years after the projects are fully implemented. First Note Finance will manage all aspects of this for you for the equivalent fee of approximately 6.5% of the additional gross funds that we raise (and manage to collection) on your behalf.

We look forward to the opportunity to make a formal presentation of this Proposal to the Board of Trustees. Thank you for the opportunity to be considered to be of service to you in developing and managing YMCS’s Proposition 39 benefits.

Sincerely yours,

James E. Richmond, CEM, CEA, CMVP

President



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## James E. Richmond, CEM, CEA, CMVP. Sr. Energy Engineer



James Richmond, Sr. Energy Engineer and Team Leader, brings 28 years of practical energy management and project management experience to the team. James has vast hands-on experience with facility energy audits, data logging and baseline analysis for federal, municipal, educational, transportation and healthcare energy management projects from coast to coast. He is an experienced energy modeler using the Trace® software application, and is an expert user of Microsoft Excel. He has designed utility incentive programs and written energy codes. James has evaluated the cost-effectiveness of hundreds of energy conservation measures for hundreds of facilities. He also has specialized design/build experience with integrated renewable energy systems including high-efficiency boilers, geothermal, solar-thermal, solar-photovoltaics, as well as hands-on expertise with integrated controls systems. James has developed and managed over \$11,500,000 in guaranteed energy savings projects for Colorado public school districts and worked with design teams that engineered the conversion of four (4) US Naval bases from central heating and cooling utilities systems to distributed geothermal heating and air conditioning systems. In the past three years, James was involved in the MEP Programming phase for the Denver International Airport South Terminal Redevelopment Program; Demand Response program development for NAVFAC Southwest; and spearheaded two fast-track retro-commissioning projects for University of Pittsburgh Medical Center (UPMC) under Duquesne Light's Pennsylvania ACT-129 Continuous Commissioning Program (CCx).

### PROJECT EXPERIENCE

#### University of Pittsburgh Medical Center (UPMC)

Spearheaded the retro-commissioning of two UPMC hospitals, St. Margaret (420,000 sf), and North Hills Passavant (750,000 sf), including chilled water plant optimization, air-handler system optimization, and building pressurization measures. Led and managed all aspects of these two 6-month fast track projects, including project development, energy auditing, modeling, commissioning, and M&V, managing a team of 10+ people, saving UPMC over \$500,000 in annual energy costs..

#### Rosewood Court, Dallas, TX



Energy Solutions Network spearheaded the award of a LEED-Gold rating on this 505,000 sf world headquarters for a prominent oil and natural gas company, including writing and implementing corporate-wide sustainable operations and purchasing policies. Features an Internet-enabled System Level Submetering System for Measurement & Verification of energy savings, installation designed and commissioned personally by James Richmond.!

#### Federal Facilities Energy Auditing + Measurement & Verification

Performed energy audits and extensive data logging of performance parameters for the following Federal campuses in support of guaranteed energy savings projects for ESCO clients including Trane, Siemens, Johnson Controls, and San Diego Gas & Electric.

- NAS Oceana & Dam Neck FTCA
- Beaufort MCAS & Miramar MCAS
- Charleston AFB
- Oak Ridge National Laboratory
- Keyport Naval Undersea Warfare Center
- Coronado NAS North Island & NAB
- Naval Base San Diego 32<sup>nd</sup> St.
- US Army Pine Bluff Arsenal
- US Army Fort Irwin, Barstow MCLB
- White Sands Missile Range

### FEATURED PROJECT



#### Denver International Airport South Terminal Redevelopment Program

As a subcontractor under Burns Engineering, provided mechanical and plumbing engineering support to the preliminary design process of the STRP. Performed multiple plan takeoff iterations on various HNTB and Calatrava preliminary architectural design options, and then performed computer simulation modeling to calculate heating and cooling loads. Investigated the feasibility of connecting the STRP to the existing central heating and cooling plant, including detailed investigation of pipe sizing and routes across the main terminal to the STRP, researched various mechanical room modifications, requirements of new air distribution systems, developed preliminary sizing of smoke exhaust system requirements for the RTD train platform under City of Denver Code Amendments, and developed preliminary design requirements related to the mechanical and plumbing systems of the STRP. Completed a thorough engineering review of the Burns and McDonnell Engineering Report, and **Existing Conditions Survey on Central HVAC Plant.**

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## James E. Richmond, CEM, CEA, CMVP, Sr. Energy Engineer



### Educational Facilities Experience

Sales and business development totaling over \$11.5 million of guaranteed energy savings projects for K-12 public school districts in Colorado. Energy audits and/or utilities analyses, preliminary and/or detailed energy studies were performed in the development of *Performance Contracts* for 18 public school districts, and four colleges/universities. Projects were implemented by Energy Services Companies (ESCO) and/or local contractors.

To follow are a few projects that highlight important aspects our work in educational facilities:

#### Morgan County School District RE-3

Fort Morgan, CO | 2000-02

As a second-tier subcontractor, completed a \$2.5 million comprehensive energy services performance contract for a 500,000 square foot public school district in Eastern Colorado, including responding to and winning the RFP process. ECMs implemented included:

- elimination of a dilapidated boiler system, pneumatic controls and replacement with ultra-efficient condensing boiler systems and a district-wide direct digital control system.
- lighting retrofit
- radiant natural gas heating
- instantaneous demand water heating
- Internet-LonWorks-based Energy Information Network.

Led all aspects of the entire project from detailed engineering to project management to commissioning to the measurement and verification of energy savings guarantee. Commissioning of an internet-enabled LonWorks DDC controls system for the HVAC systems of seven public school buildings.

#### University of Bridgeport

Bridgeport, CT | 2000

Instrumented diagnostic of a mold and mildew problem of the high-rise Wahlstrom Library facility.

#### University of North Carolina

Greensboro, NC | 2005

Performance evaluation of the central chilled water plant for a large University campus. Completed data logging including electrical metering of a 5 kV electrical service entrance, 150 HP pumps using variable speed drives, as well as loop temperatures, and other performance indicators. Developed comprehensive report including linear and polynomial regression analysis.

#### Edmonds Community College

Lynnwood, WA | 2008

Baseline performance measurements taken to calibrate computer simulation models used to evaluate the performance of several energy conservation measures, including control sequence enhancements for six buildings on a community college campus.

#### University of Pittsburgh

Pittsburgh, PA | 2011-12

Performed ASHRAE Level 2 energy audits for three University Facilities as well as two Central Cooling Plants for the campus. Entry-level and intern-level students were used in the energy audit effort to assist with the data gathering effort. This effort relied on computer-tablet based energy auditing software.

- Posvar Hall (ASHRAE Level 2 audit)
- Bellefield Hall (ASHRAE Level 2 audit)
- David Lawrence Hall (ASHRAE Level 2 audit)
- Hillman Library (Lighting Audit only)
- Several Parking Garages (ventilation and lighting audits)
- Craig Hall (Cooling capacity investigation)
- Peterson Central Plant (Retro-commissioning investigation)
- Posvar Central Plant (Retro-commissioning investigation)



Posvar Hall



**Board of Directors**  
**November 17, 2016**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	Facilities: Contract to Engage Jon Loh, Realtor
<b>Time Allotted</b>	10 minutes
<b>Background</b>	The Facilities Committee is charged with searching for, evaluating and securing a site for Yu Ming Charter School to address its short and long term needs.
<b>Summary</b>	<p>The committee reviewed a draft engagement contract with realtor John Loh for help in searching for a permanent location that Yu Ming might acquire. The draft contract is attached. Remaining points to discuss with Mr. Loh include</p> <ul style="list-style-type: none"><li>a) carve out of properties where Yu Ming has had prior discussions</li><li>b) carve out of properties related to public school districts</li></ul> <p>All other terms and conditions are normal and customary and the committee is comfortable with the Board's vote of support.</p>
<b>Type</b>	Vote
<b>Key Questions</b>	Does the Board believe it is in the best interest of the school to engage a real estate broker on behalf of the school's property search?



EXCLUSIVE RIGHT TO REPRESENT BUYER/LESSEE FOR PURCHASE  
OR LEASE OF REAL PROPERTY  
(Non-Residential/Allows for Dual Agency)  
AIR COMMERCIAL REAL ESTATE ASSOCIATION

1. BASIC PROVISIONS ("BASIC PROVISIONS").

1.1 Parties: This agency Agreement ("Agreement"), dated for reference purposes only as of \_\_\_\_\_, is made by and between YU MING CHARTER SCHOOL \_\_\_\_\_, ("Buyer/Lessee"), whose address is 1086 Alcatraz Avenue, Oakland CA 94608 \_\_\_\_\_, telephone number ( 510 ) 452-2063 \_\_\_\_\_, Fax No. (      ) \_\_\_\_\_, and LOH REALTY & INVESTMENTS \_\_\_\_\_, ("Agent"), whose address is 6400 Moraga Avenue, 2nd Floor, Oakland CA 94611 \_\_\_\_\_, telephone number ( 510 ) 339-9825 \_\_\_\_\_, Fax No. ( 510 ) 339-3807 \_\_\_\_\_.

1.2 Requirements: Buyer/Lessee intends to purchase or lease, preferably ☒ purchase ☐ lease, a property having the following characteristics: Building and grounds suitable for use and/or development as a school \_\_\_\_\_  
General location: SF East Bay \_\_\_\_\_  
Approximate building size: \_\_\_\_\_  
Approximate land size: \_\_\_\_\_  
Other: \_\_\_\_\_

\_\_\_\_\_ ("Requirements").

1.3 Term of Agreement: The term of this Agreement commences on October 1 \_\_\_\_\_, 2016 \_\_\_\_\_, and, unless extended, expires at 5:00 p.m. on March 31 \_\_\_\_\_, 2017 \_\_\_\_\_ ("Term"). (See Paragraph 3)

1.4 Transaction: Agent shall use reasonably diligent efforts to find a property which meets the Requirements for Buyer/Lessee to purchase or lease (a "Transaction"). However, Buyer/Lessee is under no obligation to consummate any such Transaction.

2. EXCLUSIVE EMPLOYMENT AND RIGHTS.

2.1 Buyer/Lessee hereby employs Agent as Buyer/Lessee's sole and exclusive agent to represent Buyer/Lessee in the Transaction and to find a property meeting the Requirements. Agent shall use reasonably diligent efforts to find and submit properties for Buyer/Lessee's consideration. All negotiations and discussions for a Transaction shall be conducted by Agent on behalf of Buyer/Lessee. Buyer/Lessee shall promptly disclose and refer to Agent all written or oral inquiries or contacts it receives from any source regarding a possible Transaction.

2.2 Buyer/Lessee authorizes Agent to:

- (a) Solicit information on listed and unlisted properties ("Property" or "Properties") on Buyer/Lessee's behalf;
- (b) Submit and obtain responses to requests for proposals from third parties;
- (c) At Buyer/Lessee's direction, submit offers and deposits on Buyer/Lessee's behalf; and
- (d) Transmit information concerning Buyer/Lessee's Requirements to other broker, owners of potentially suitable property, governmental agencies, municipalities, and to participants in THE MULTIPLE of the AIR Commercial Industrial Real Estate Association ("**MULTIPLE**" and "**AIR**") and/or any other appropriate local commercial multiple listing service. Buyer/Lessee shall identify to Agent as "confidential" any communications or information provided to Agent that Buyer/Lessee considers confidential and desires not to be disclosed by Agent. All other communication and information provided by Buyer/Lessee may be disclosed by Agent as Agent may deem appropriate or necessary. In the event Agent acts as a dual Agent, the terms of Paragraph 2.5 shall be applicable.

(e) Agent is not, however, authorized to, in any way, bind Buyer/Lessee to buy or lease a particular property.

2.3 Agent shall comply with the Rules of Professional Conduct of the AIR, if a member or if not, the Rules of Professional Conduct of the Society of Industrial and Office Realtors.

2.4 Agent shall cooperate with participants in the MULTIPLE and may, at Agent's election, cooperate with other Real Estate Brokers (the "**Cooperating Brokers**"). If a Cooperating Broker represents the owner of a property, then Agent shall act as agent for Buyer/Lessee only, the Cooperating Broker shall act as Agent for the property owner only, and the Cooperating Broker shall not be Buyer/Lessee's agent. A Cooperating Broker shall not be an agent of Buyer/Lessee or a subagent of Agent.

2.5 IF AGENT ALREADY HAS, OR SUBSEQUENTLY OBTAINS, WRITTEN CONSENT TO DUAL AGENCY FROM THE OWNER OF A PROPERTY WHICH BECOMES THE SUBJECT OF A TRANSACTION, AGENT SHALL NOTIFY BUYER/LESSEE IN WRITING OF SUCH DUAL AGENCY AND OF SUCH OWNER'S CONSENT. BUYER/LESSEE AGREES TO CONSENT IN WRITING TO SUCH DUAL AGENCY AT THE TIME OF SUCH NOTIFICATION. IN SUCH A DUAL AGENCY SITUATION, THE AGENT HAS THE FOLLOWING AFFIRMATIVE OBLIGATIONS TO BOTH THE OWNER AND BUYER/LESSEE: A) A FIDUCIARY DUTY OF UTMOST CARE, INTEGRITY, HONESTY AND LOYALTY IN THE DEALINGS WITH BOTH OWNER AND BUYER/LESSEE, AND B) OTHER DUTIES INCLUDING:

- (1) DILIGENT EXERCISE OF REASONABLE SKILL AND CARE IN PERFORMANCE OF THE AGENT'S DUTIES;
  - (2) A DUTY OF HONEST AND FAIR DEALING AND GOOD FAITH;
  - (3) A DUTY TO DISCLOSE ALL FACTS KNOWN TO THE AGENT MATERIALLY AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY THAT ARE NOT KNOWN TO, OR WITHIN THE DILIGENT ATTENTION AND OBSERVATION OF, THE PARTIES.
- AN AGENT IS NOT OBLIGATED TO REVEAL TO EITHER PARTY ANY CONFIDENTIAL INFORMATION OBTAINED FROM THE OTHER PARTY WHICH DOES NOT INVOLVE THE AFFIRMATIVE DUTIES SET FORTH ABOVE. AS SUCH, THE AGENT MAY NOT, WITHOUT THE EXPRESS PERMISSION OF THE RESPECTIVE PARTY, REVEAL THAT OWNER WILL ACCEPT A PRICE/RENTAL RATE THAT IS LESS THAN ADVERTISED OR THAT BUYER/LESSEE WILL PAY A GREATER PRICE/RENTAL RATE THAN THE PRICE/RENTAL RATE THAT IS OFFERED. THE ABOVE DUTIES OF THE AGENT IN A DUAL AGENCY SITUATION DO NOT RELIEVE THE PARTIES FROM THE RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. BUYER/LESSEE AND OWNER SHOULD CAREFULLY READ ALL AGREEMENTS TO ASSURE THAT THEY ADEQUATELY EXPRESS THEIR UNDERSTANDING OF THE TRANSACTION. BUYER/LESSEE IS ADVISED TO CONSULT COMPETENT PROFESSIONALS IF LEGAL, FINANCIAL OR TAX ADVICE IS DESIRED.

I HAVE READ AND UNDERSTAND THE PRECEDING PARAGRAPH AND AGREE TO CONSENT TO SUCH DUAL AGENCY AS DESCRIBED IN THIS PARAGRAPH 2.5.

\_\_\_\_\_  
Buyer/Lessee's Initials



3. EXTENSION OF TERM.

3.1 If the Transaction includes the purchase of a property, and it is not consummated for any reason after Buyer/Lessee's offer to purchase the Property ("**Sale Agreement**") is accepted, then the expiration date of the Term of this Agreement shall be extended by the number of days between the date Buyer/Lessee executed the Sale Agreement and the date the Sale Agreement is terminated or the date that title to the Property is transferred to Buyer; provided, however, unless otherwise agreed to in writing, the Term shall not be extended beyond one year from the date the Term would have otherwise expired.

3.2 If the Transaction is a lease, and it is not consummated for any reason after Buyer/Lessee's offer to lease the Property is accepted ("**Accepted Offer to Lease**"), then the expiration date of the Term of this Agreement shall be extended by the number of days between the date Buyer/Lessee executed the Lease and the date on which the Accepted Offer to Lease is terminated or the date Owner is able to give Lessee occupancy of the Property, whichever generates the longer extension; provided, however, unless otherwise agreed to in writing, the Term shall not be extended beyond one year from the date the Term would have otherwise expired.

4. COMPENSATION.

4.1 Agent shall be entitled to be paid a commission ☐ in the amount of \_\_\_\_\_  
☐ in accordance with the commission schedule attached hereto ("**Agreed Commission**") if a Transaction is consummated by Buyer/Lessee or by anyone having an ownership interest in Buyer/Lessee, eg. a shareholder. Said Agreed Commission is payable without regard to whether the Transaction is consummated as a result of the efforts of the Agent, owner, lessor, Buyer/Lessee, or any other person or entity. Agent shall endeavor to have the owner/lessor of the property which is the subject of the Transaction ("**Owner**") pay the commission owed to Agent for the Transaction. Agent may elect, at Agent's sole discretion, to accept Owner's standard commission schedule in lieu of the Agreed Commission. Buyer/Lessee hereby agrees to use its best efforts to support and assist Agent in collecting such brokerage commission from Owner.

4.2 In the event Owner or Owner's agent insists on a commission amount or commission terms less than or materially less favorable than the Agreed Commission, Agent shall have the right, in its sole discretion, to refuse acceptance of the reduced amount or less favorable terms. In such event, Buyer/Lessee hereby agrees to:

- (a) Refuse further consideration of the subject Property for a period of one year after expiration of the Term of this Agreement; or
- (b) Compensate Agent directly for the difference in the commission amount (and/or indemnify Agent from less favorable terms) offered by Owner and the Agreed Commission.

5. ALTERNATIVE TRANSACTION. If the Transaction changes to any other transaction, including, but not limited to an exchange, option to buy, right of first refusal, ground lease, sublease or assignment of lease (collectively, an "**Alternative Transaction**"), the Agent shall automatically be Buyer/Lessee's sole and exclusive Agent for such Alternative Transaction and represent Buyer/Lessee in such Alternative Transaction under the terms and conditions of this Agreement. If, during the Term hereof, an Alternative Transaction is consummated, then Agent shall be entitled to a commission for the Alternative Transaction in accordance with Paragraph 4 of this Agreement.

6. EXCLUDED AND REGISTERED PROPERTIES.

6.1 Buyer/Lessee shall, within 5 business days after the date hereof, provide Agent with a written list of Property addresses setting forth those Properties registered with Buyer/Lessee by any other broker under any prior agreement of any kind ("**Excluded Properties**"). Buyer/Lessee's written list shall also specify the type of transaction associated with the Excluded Properties ("**Excluded Transaction**"). Agent may, within 3 business days of receiving such written list, either (a) accept the Excluded Properties or Excluded Transactions, (b) cancel this Agreement, or (c) renegotiate this portion of the Agreement with the Buyer/Lessee. Once accepted by Agent, the written list shall automatically become an exhibit to this Agreement and attached hereto. If Buyer/Lessee timely provides Agent with a complete list of the Excluded Properties and a complete list of the Excluded Transactions and Agent accepts such written list pursuant to this Paragraph 6.1(a), then Agent shall not be entitled to a commission with respect to the consummation of an Excluded Transaction. If the specified information concerning Excluded Properties and Transactions is not provided as set forth herein then it shall be conclusively deemed that there are no Excluded Properties or Excluded Transactions.

6.2 Within 5 business days after the expiration of the Term, Agent shall provide Buyer/Lessee with a written list of the Properties Agent either directly, or through another broker, negotiated on Buyer/Lessee's behalf during the Term hereof ("**Registered Property Listing**"). The Registered Property Listing shall specify the nature of each consummated or nonconsummated Transaction. Those Properties which Buyer/Lessee or Agent, during the Term hereof, submitted written offers, requests for proposals or letters of intent on behalf of Buyer/Lessee shall automatically be deemed, without further action by Agent, a part of the Registered Property Listing. Agent's failure to timely notify Buyer/Lessee of the existence of any other Properties shall mean that such other Properties shall not be included in the Registered Properties Listing.

6.3 If, within 180 days after the expiration of the Term, Buyer/Lessee enters into a contract for a Property specified on the Registered Property Listing, then Agent shall, upon consummation of such transaction, be entitled to a commission for such transaction in accordance with Paragraph 4 of this Agreement.

6.4 If, within 180 days after the expiration of the Term, Buyer/Lessee enters into another agreement, whether or not exclusive, with a broker other than Agent for a Transaction or an Alternative Transaction concerning Property specified on the Registered Property Listing, then Buyer/Lessee shall provide to Buyer/Lessee's new broker the addresses of the Properties specified on the Registered Property Listing, and specify, in writing, that the new broker shall not be entitled to receive any compensation payable to Agent hereunder for the consummation of any Transaction or Alternative Transaction specified in the Registered Property Listing.

6.5 If Buyer/Lessee is involved in active good faith negotiations or maintains continued interest in any Property specified in the Registered Property Listing beyond the time periods provided in this Paragraph 6, then the time periods set forth herein shall be automatically extended so long as negotiations or interest continues. If Buyer/Lessee notifies the Agent in writing and in good faith that such negotiations or interest is terminated, then such notice shall terminate the extension of the time period.

7. BUYER/LESSEE'S REPRESENTATIONS. Buyer/Lessee represents and warrants that:

- (a) Each person executing this Agreement on behalf of Buyer/Lessee has the full right, power and authority to execute this Agreement on behalf of Buyer/Lessee; and
- (b) Buyer/Lessee has neither been deemed nor is it the subject of an actual or pending bankruptcy, insolvency, probate or conservatorship proceeding.

8. BUYER/LESSEE'S ACKNOWLEDGEMENTS. Except to the extent arising from Agent's gross negligence or willful misconduct, or Agent's failure to disclose or perform its obligations under applicable law, Agent shall not be liable to Buyer/Lessee for any (a) claims for personal injury, property damage, or loss in value of the Property arising from or related to the physical condition of the Property, including, without limitation, any soils, structural, or design problems; (b) claims or action arising from or due to any inaccuracy in information known or unknown by the seller or lessor of the Property, or furnished or unfurnished by said seller or lessor; (c) agreement entered into by Buyer/Lessee with respect to the Property and/or addenda thereto; (d) dispute or action concerning or arising from Buyer/Lessee's decision to consummate or not consummate a Transaction or Alternative Transaction; (e) claims, disputes or actions or services including, but not limited to, the inspection, financing, purchase or lease of the Property; and (f) any responsibility for the completion of repairs to the Property, including but not limited to, structural pest control work. Buyer/Lessee acknowledges that Buyer/Lessee has been advised by Agent to consult and retain experts to advise and represent it concerning the legal, financial and tax effects of this Agreement and the effect of consummating a Transaction or Alternative Transaction, as well as

the condition of the Property and/or the legality of the Property uses, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Agent shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Buyer/Lessee and Agent. Buyer/Lessee further acknowledges that in determining the financial soundness of any prospective Property, Transaction or Alternative Transaction, Buyer/Lessee will rely solely upon Buyer/Lessee's own investigation, notwithstanding Agent's assistance in gathering such information.

9. MISCELLANEOUS.

9.1 This Agreement shall not be construed for or against Buyer/Lessee or Agent, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement.

9.2 All payments by Buyer/Lessee to Agent shall be made in lawful United States currency. If Buyer/Lessee fails to pay to Agent any amount when due under this Agreement, then such amount shall bear interest at the rate of 15% per annum or the maximum rate allowed by law, whichever is less.

9.3 In the event of litigation or arbitration between Buyer/Lessee and Agent arising under or relating to this Agreement or the Property, the prevailing party shall be paid its attorneys' fees and costs by the losing party. The term, "Prevailing Party" shall include, without limitation, one who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorneys' fees awarded shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all reasonably incurred attorneys' fees.

9.4 In the event of a sublease, all terms relating to lessee shall be deemed to include sublessee and all terms relating to lessor shall be deemed to include sublessor and shall also include master lessor.

9.5 Except as may be caused by Agent's grossly negligent acts or omissions, Agent shall not be liable for any loss, damage, or injury to the person or property of Buyer/Lessee or Buyer/Lessee's employees or business partners during the Agent's transportation of such individuals to any property or to any meeting or while Agent is showing any property or site whatsoever.

9.6 Buyer/Lessee agrees that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to the services to be performed by Agent pursuant to this Agreement may be brought against Agent more than one year after the expiration of the Term of this Agreement (see paragraph 1.3) and that the liability (including court costs and attorney's fees) of Agent with respect to any such lawsuit and/or legal proceeding shall not exceed any fee received by Agent pursuant to this Agreement; provided, however, that the foregoing limitation on liability shall not be applicable to any gross negligence or willful misconduct of Agent.

10. ARBITRATION OF DISPUTES.

10.1 ANY CONTROVERSY ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION TO BE CONDUCTED BY: ☐ THE AMERICAN ARBITRATION ASSOCIATION OR ☒ JAMS

USING THE COMMERCIAL RULES ESTABLISHED BY SUCH ORGANIZATION OR IF NONE THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL RULES. ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. THE ARBITRATORS SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW AND THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT, AND ANY AMENDMENTS THERETO. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED AS IS AUTHORIZED UNDER THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR.

10.2 NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW. YOU ARE GIVING UP RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE RESOLVED IN A COURT OF LAW. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

10.3 WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

\_\_\_\_\_  
Buyer/Lessee's Initials

\_\_\_\_\_  
Agent's Initials

10.4 THE PROVISIONS OF THE ABOVE ARBITRATION CLAUSE SHALL NOT BE BINDING ON EITHER PARTY UNLESS BOTH PARTIES HAVE PLACED THEIR INITIALS UNDER PARAGRAPH 10.3.

11. **Additional Provisions:** Additional provisions regarding this Agreement may be set forth on the following blank lines or in an addendum (if there are no additional provisions, write "NONE", if an addendum is attached, check this box ☐):

12. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.** When entering into an agreement with a real estate agent a Buyer/Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction.

(i) *Buyer/Lessee's Agent.* A Buyer/Lessee's agent may act as an agent for the Buyer/Lessee only. A Buyer/Lessee's agent or subagent has the following affirmative obligations: *To the Buyer/Lessee:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings. *To a potential seller/lessor and the Buyer/Lessee:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Agent Representing Both Parties.* A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both Parties in a transaction, but only with the knowledge and consent of the Parties. In a dual agency situation, the agent has the following affirmative obligations to both Parties: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Party. b. Other duties to the Buyer/Lessee as stated above in subparagraph (i). When representing both Parties, an agent may not without the express permission of the respective Party, disclose to the other Party that the Buyer/Lessee will accept rent/purchase price in an amount less than that indicated in the listing or that the buyer/lessee is willing to pay a higher rent/purchase price than that offered.

The above duties of the Agent do not relieve Buyer/Lessee from the responsibility to protect its own interests. Buyer/Lessee should carefully read all agreements to assure that they adequately express its understanding of the transaction.

"BUYER/LESSEE"

"AGENT"

YU MING CHARTER SCHOOL

LOH REALTY & INVESTMENTS

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

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

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

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

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

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

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

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

Agent BRE License #: \_\_\_\_\_

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

\_\_\_\_\_  
INITIALS

\_\_\_\_\_  
INITIALS

# LOH REALTY & INVESTMENTS

## SCHEDULE OF COMMISSIONS & FEES



### I. SALES, EXCHANGES, AND OTHER TRANSFERS OF REAL PROPERTY

- A. **Improved Property:** 6% of the first \$1,000,000 of the gross sales price plus 5% of the gross sales price in excess thereof. Commissions payable for sales transactions in excess of \$4,000,000 shall be subject to terms acceptable to both Owner and Broker.
- B. **Unimproved Property:** (Substantially lacking amenities necessary for urban development, such as roads, utilities or zoning): 6% of the first \$1,000,000 of the gross sales price plus 5% of the gross sales price in excess thereof. Commissions payable for sales transactions in excess of \$4,000,000 shall be subject to terms acceptable to both Owner and Broker.
- C. **Exchange:** Each party to the exchange shall pay a full sales commission based on the type of property in accordance with A and B above.
- D. **Joint Venture:** If a joint venture is effected in lieu of a sale or exchange, a full sales commission in accordance with A and B above shall be paid on the basis of the capital value assigned by the Joint Venture to the subject Joint Venture property.
- E. **Business Opportunity:** 10% of the gross sales price.
- F. **Leasehold:** In accordance with A and B above calculated upon a 10% capitalization of the first year ground lease.

### II. LEASES, SUBLEASES AND ASSIGNMENTS

- A. **Gross Lease** (where Landlord pays for structural maintenance, taxes, and fire and extended coverage insurance):
  - 6% of the rent for the first year;
  - 6% of the rent for the second year;
  - 5% of the rent for the third year;
  - 4% of the rent for the fourth year;
  - 4% of the rent for the fifth year; and
  - 2% of the rent for the balance of the term.
- B. **Net Lease** (where Tenant maintains the premises, assumes all or a portion of the cost of fire and extended coverage insurance and real property taxes):
  - 6% of the rent for the first year;
  - 6% of the rent for the second year;
  - 5% of the rent for the third year;
  - 5% of the rent for the fourth year;
  - 4% of the rent for the fifth year; and
  - 2% of the rent for the balance of the term.
- C. **Term of More Than 25 years:** If the initial lease term is in excess of 25 years, then the commission shall be calculated only upon the rent to be paid during the first 25 years of the term of the lease.



# LOH REALTY & INVESTMENTS

## SCHEDULE OF COMMISSIONS & FEES



- D. **Sublease or Assignment:** 6% of the rent payable under the assignment or subleasing of a gross lease during the balance of the term, or 7% in the case of a net lease. If a cash bonus or lump sum is paid by the successor tenant, a sales commission shall also be paid in accordance with this Schedule.
- E. **Month-to-Month Tenancy:** The commission shall be 50% of the first month's rent but in no event less than \$250. In the event a month-to-month tenant subsequently executes a lease, either directly with Owner or through Agent, within 24 months from the date of occupancy of the month-to-month tenant, then Agent shall receive a leasing commission in accordance with the provisions of this Schedule.
- F. **Extension of Lease or Additional Space Taken:** Should the term of the lease be extended or the Tenant occupy additional space by virtue of provisions therefore in the lease, or through subsequent modification of such provisions, then a leasing commission shall be paid at such time as said term is extended or said additional space is occupied. Said leasing commission shall be computed in accordance with the provisions of this Schedule and by using the rates applicable as if the initial term of the lease had included said extension period or the premises initially demised had included said additional space.
- G. **Purchase of Property by Tenant:** Should tenant, his successors, or assignees, purchase the subject property during the term of the lease or any extensions thereof or within 180 days after expiration thereof, then a sales commission shall be paid when the purchase is effected. The sales commission shall be computed in accordance with the provision of this Schedule less the amount of paid lease commission related to that portion of the lease term extending beyond the effective date of said purchase.

### III. APPRAISAL AND CONSULTING

Appraisal and consulting fees shall be charged at the rate of:

\_\_\_\_\_.

### IV. PAYMENT OF EARNED COMMISSIONS

- A. **Sale or Transfer of Real Property:** Commissions shall be paid through, escrow upon the closing of sales and exchange transactions; absent a escrow, commission shall be paid upon recordation of a deed or upon delivery of such deed or other conveyance of recordation is deferred more than one month thereafter. In the event of a contract or agreement of sale, joint venture agreement, business opportunity or other transaction not involving the delivery of a deed, commissions shall be paid upon execution and delivery if the instrument of conveyance or establishment of ownership.
- B. **Leases, Subleases and Assignments:** Commissions earned in connection with leases, subleases or assignments of leases shall be paid one-half upon execution and delivery of such lease documents by Owner and Tenant, Subtenant and/or Assignee, and one-half upon occupancy of the Premises by the Tenant.

# LOH REALTY & INVESTMENTS

## SCHEDULE OF COMMISSIONS & FEES



### V. MISCELLANEOUS

- A. If Owner fails to make any payment at the time required herein, the delinquent sum(s) shall bear interest at 10% per annum.
- B. This Schedule and the Agreement to which it is attached are binding on Agent only when executed by both parties. As to any modifications to the printed form, it is binding only when both parties initial any such modifications. Only an officer of Agent may initial and approve any such modifications on behalf of Agent.
- C. This Schedule shall be used only for transactions in which LOH Realty and Investments in involved.
- D. The undersigned Owner hereby acknowledges a receipt of a copy herewith.

#### **AGREED TO & ACCEPTED BY OWNER, LESSOR OR SUBLESSOR:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Who represents and warrants that he/she is authorized to execute this agreement)

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Who represents and warrants that he/she is authorized to execute this agreement)

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

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

#### **AGREED TO & ACCEPTED BY LOH REALTY & INVESTMENTS:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Who represents and warrants that he/she is authorized to execute this agreement)

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

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



**Board of Directors**  
**November 17, 2016**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	Facilities: Update and Services of J. Koplin
<b>Time Allotted</b>	20 minutes
<b>Background</b>	The Facilities Committee is charged with searching for, evaluating and securing a site for Yu Ming Charter School to address its short and long term needs.
<b>Summary</b>	<p>The committee met on November 9th and discussed the following items:</p> <p>1/ Committee submitted the school's Prop 39 application to OUSD. More work underway to discuss possible non-Prop 39 options / partnerships with OUSD</p> <p>2/ Efforts to build ideas with Emeryville are on going. Many changes to the elected school board.</p> <p>3/ Diocese opportunities. Committee members continue to pursue opportunities with leaders connected to the Oakland Diocese.</p> <p>4/ Committee discussed draft contract (attached) to engage JoAnn Koplin as a consultant / advisor to Yu Ming's facilities search effort. Ms. Koplin previously worked with Yu Ming to help the school secure the current Alcatraz site and to oversee facilities upgrades at Herzog. The Committee is supportive of engaging Ms. Koplin and Board member Prudencio is charged with a) refining the scope of services and b) working with</p>



	<p>Principal Park to arrange a budget amendment should the Board vote to engage Ms. Koplin.</p> <p>Ms Koplin is scheduled to provide a short overview of her work and to answer questions from the Board.</p>
<b>Type</b>	Informational
<b>Key Questions</b>	



## PROJECT MANAGEMENT SERVICES PROPOSAL

DATE: November 9, 2016

RE: Facility Assistance

LOCATION: Oakland CA

CLIENT: Sue Park, Head of School  
Yu Ming Charter School  
1086 Alcatraz Ave  
Oakland CA

### DESCRIPTION OF PROJECT:

Yu Ming has a need to find a permanent facility to locate their k-8 charter school. They are currently located in two facilities on Alcatraz and Herzog; neither of which support their full growth.

Additional consultants will be needed to support this project may include: Real Estate Agent, Architect, MEP engineers, civil engineer, fire alarm contractor, fire sprinkler contractor, environmental engineer, CEQA consultant and testing laboratories. KDi will assist with selection of consultants and oversee their work efforts.

KDi will hold regular web meetings with the executive team, identified by Yu Ming, to keep everyone informed of progress.

### DESCRIPTION OF SERVICES:

#### DUE DILEGENCE

KDi proposes to provide the following project management services:

1. Program evaluation and determination of size and type of spaces to support the curriculum.
2. Assistance with identification of site search areas
3. Work with real estate agent to identify potential properties
4. A review of proposed lease to assist with terms that may assist the charter school in both short and long term facility issues.
5. Overview of basic code compliance for E occupancy change of use.



## KOPLIN DESIGN

PROGRAMMING • PLANNING • PROJECT MANAGEMENT

6. Test fit diagrams showing options for space layouts
7. Assistance with selection of design and construction consultants as needed.
8. Review of consultant agreements and proposals for work.
9. Development of a project schedule
10. Assistance with budget and cash flow analysis

### DESIGN

1. Assistance with the selection of Architects, engineers and other consultants needed for project approval.
2. Assistance with team for Conditional Use Permit documents if needed
3. Assistance with development of a facilities task force/ team representing the Board of Directors and the charter school.
4. Coordination and facilitation of team meetings during design phase
5. Meeting memos to capture design decisions made and approved by owner
6. Review of plans and specifications developed for City of Oakland permits
7. Review of finish material options submitted by design team
8. Review of final plans and specifications
9. Reports to Board of Directors as needed to keep them informed of progress

### CONSTRUCTION

1. Assistance with bids for construction and selection of the General Contractor
2. Review of construction progress on an as needed basis
3. Weekly Meetings with the construction team
4. Weekly Meetings with the Executive team
5. Updates to the construction schedule
6. Updates to the project budget
7. Assistance with reports required for Use Permit applications
8. Representation at Planning Commission Hearings
9. Approval of Change Orders, and invoices

### FEE FOR SERVICE:

KDi proposes to provide services for an hourly fee of One Hundred Sixty Five dollars (\$165.00) with a four hour min. for in person project meetings and a monthly maximum for the due diligence and design phase. The construction phase would be a fixed monthly fee to oversee the project and will include a local project manager added to the KDi team.



# KOPLIN DESIGN

PROGRAMMING • PLANNING • PROJECT MANAGEMENT

DUE DILIGENCE MONTHLY MAX: \$3,500  
DESIGN MONTHLY MAX: \$4,000  
CONSTRUCITON MONTHLY FEE: \$7,500

Monthly maximum would only be exceeded with written approval by client for work needed in any particular month.

## REIMBURSABLE EXPENSES

The above fee does not include reimbursable expenses. These expenses include, but are not limited to, authorized reproduction and printing, shipping, airfare, ground transportation, parking and mileage (mileage to be billed per current federal rate). Reimbursable expenses will be charged at cost plus 10%..

## ADDITIONAL SERVICES

Additional services are available upon request and are not included in the fees identified in this agreement. KDi will prepare an addendum to this agreement if any of the following services are added:

- Full Feasibility study for a potential facility
- GIS Mapping studies & App development
- Use Permit Applications (without Entitlement Consultant)
- Furniture, Fixture & Equipment planning
- Construction Management
- Bond Financing coordination (state or private)
- Applications for facility grants
- Community Outreach

## INVOICING

Invoices will be sent by the 10th day of each month and are due and payable upon receipt.

Submitted by:

Accepted by:

JoAnn Koplin, Principal

Sue Park, Head of School

Koplin Design Inc.

Yu Ming Charter School

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Signature

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Signature

Date

Date

KOPLIN DESIGN PARTNERS

1606 N. Sierra Bonita Ave, Los Angeles CA



**Board of Directors**  
**November 17, 2016**  
**AGENDA ITEM INFORMATION**

<b>Agenda Item</b>	Board Self-Assessment Survey results
<b>Time Allotted</b>	20 minutes
<b>Background</b>	Board members took a self-assessment survey to look at how we are doing as a board, to help inform how we can continue to improve as a board
<b>Summary</b>	Discuss results and headlines from board self-assessment survey.
<b>Type</b>	Informational/Discussion
<b>Key Questions</b>	1. What should we prioritize as a board based on self-assessment survey results?





# Board Self-Assessment

October 20, 2016

# Yu Ming Board Self-Assessment Results

70% response rate (7/10 including the 3 new board members)

## Areas assessed:

1. Shaping the Vision and Mission
2. Strategic Planning and Policy Decisions
3. Selecting, Developing and Evaluating Head of School
4. Board Fundraising Development
5. Providing Expertise and Influence for Organizational Needs
6. Overseeing Financial Performance and Ensuring Risk Management
7. Monitoring Performance and Ensuring Accountability
8. Size, Structure, Composition for Board Effectiveness
9. Leadership as Enablers to Board Effectiveness
10. General/Board Process

# In Summary

Where we're doing well:

- We understand the mission (100% SA/A)
- We feel confident in the area of financial and risk management – understanding and monitoring progress (100% SA/A)
- We have performance metrics and way of monitoring performance (100% SA/A)
- We have understand the expertise needs and the needs of different networks/influencers (100% SA/A and 71% SA/A), but need stronger networks to help support school needs (43% SA/A)
- 100% board donates and understands fundraising needs (85% SA/A)
- Our board leadership has strong rlsp w/staff and head of school (85% SA/A)
- Our committees increase board effectiveness (72% SA/A)
- We do a decent job of examining pros and cons of decisions (71% SA/A)

# In Summary

## Areas to grow:

- We need to build more clarity for the board on:
  - board vs. school management decisions (56% SA/A)
  - strat planning process (42% SA/A)
- We need to do better on:
  - Eval/PD process for head of school (43% SA/A)
  - Succession planning for head of school (100% 2s and 3s)
- We need a better system for onboarding new board members (43% SA/A)

## Mixed results (folks adding color would be helpful since there were no comments speaking to these):

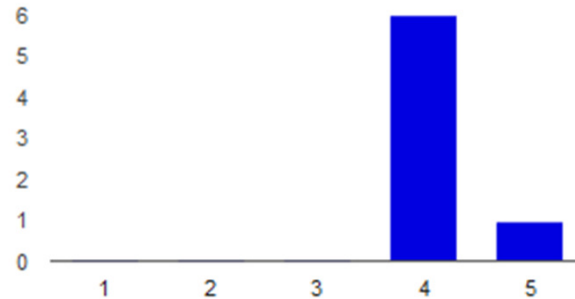
- Board size
- Diversity of the board
- Relationship w/board officers and head of school (71% SA/A, but also a 1 and a 3)
- Board development/succession planning (42% 4s and 57% 3s)
- Board meeting efficiency/efficacy (all over the board)
- Board experience satisfaction (71% SA/A, but a 1 and 2 also)
- Board responsiveness (all over the board)

# Implications and Next Steps

For discussion

# Shaping the Vision and Mission

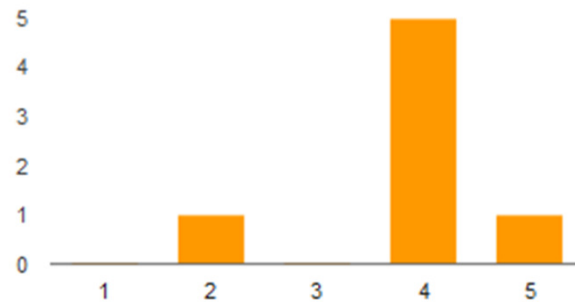
**I understand the school's mission and vision**



Strongly disagree: 1	0	0%
2	0	0%
3	0	0%
4	6	85.7%
Strongly agree: 5	1	14.3%

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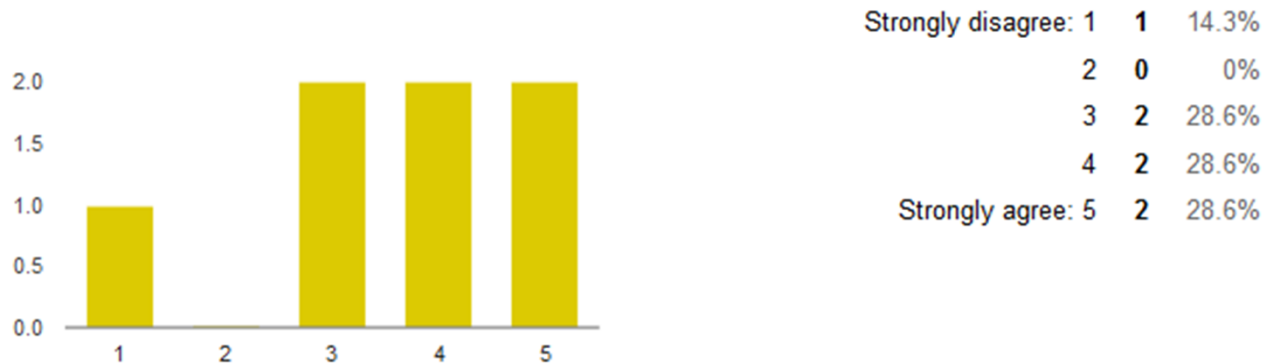
**The mission/vision functions as a guide to decisions of the board.**



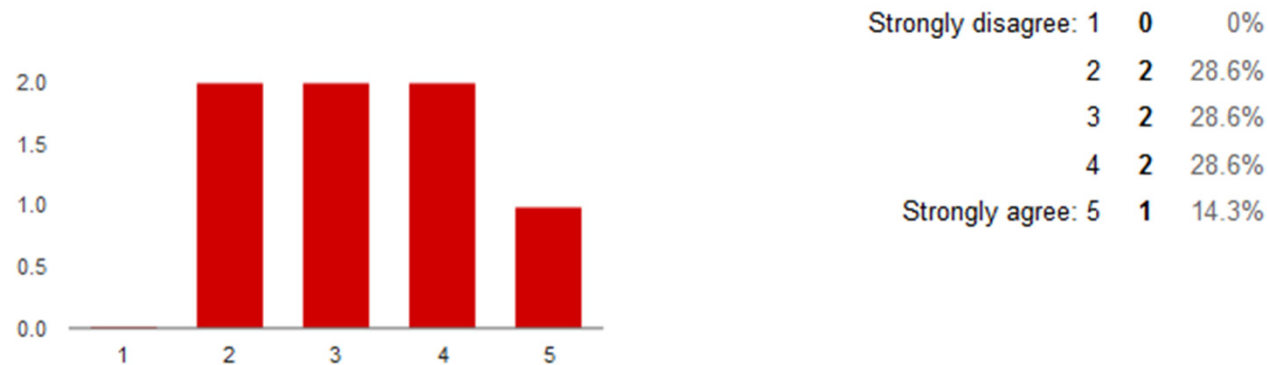
Strongly disagree: 1	0	0%
2	1	14.3%
3	0	0%
4	5	71.4%
Strongly agree: 5	1	14.3%

# Strategic Planning and Policy Decisions

**I'm clear between board-level and school management-level decisions**

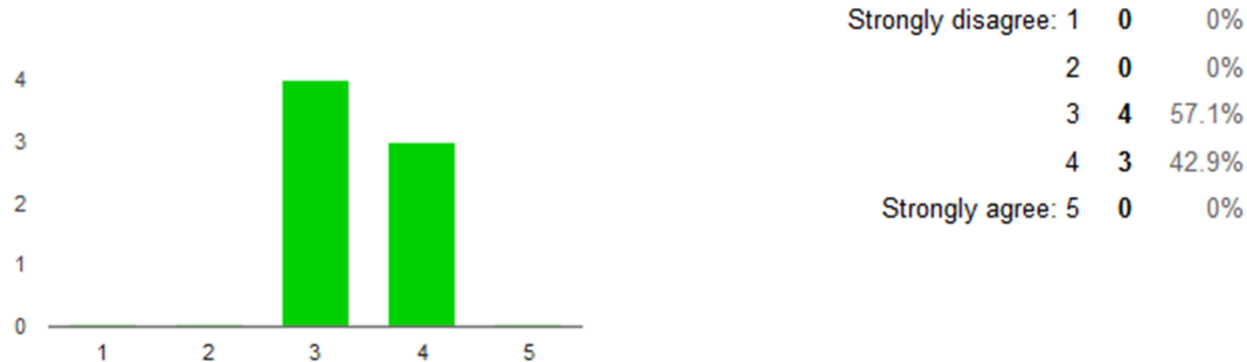


**We have a process for strategic planning and the board participates in this process**

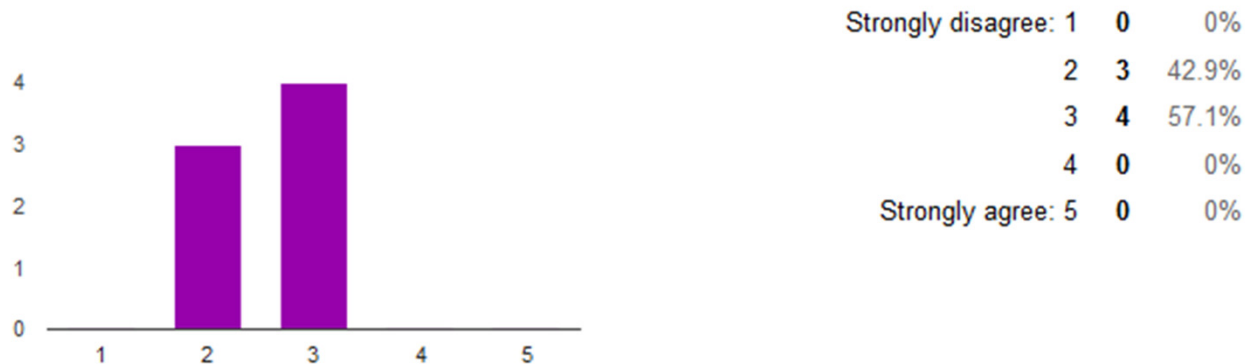


# Selecting, Developing and Evaluating Head of School

**We have a strong evaluation and professional development process for head of school**



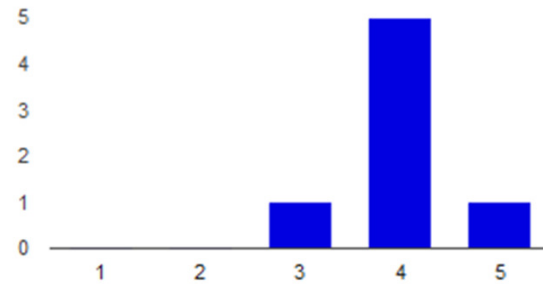
**We have a succession planning process in place for head of school**





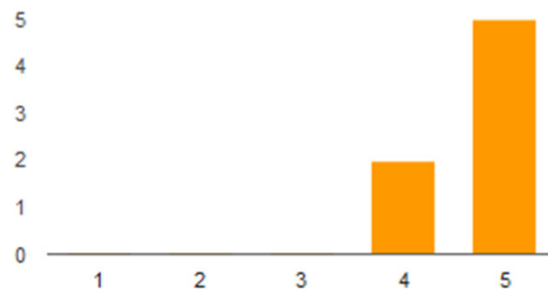
# Board Fundraising Development

**I know what Yu Ming's fundraising needs are.**



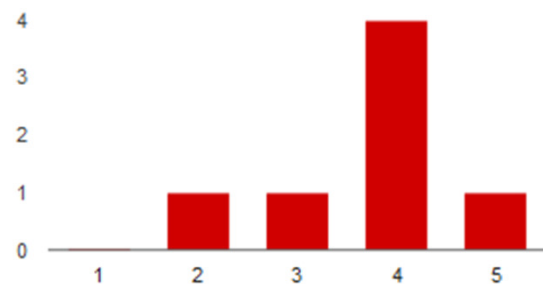
Strongly disagree: 1	0	0%
2	0	0%
3	1	14.3%
4	5	71.4%
Strongly agree: 5	1	14.3%

**I make a board donation every year to Yu Ming.**



Strongly disagree: 1	0	0%
2	0	0%
3	0	0%
4	2	28.6%
Strongly agree: 5	5	71.4%

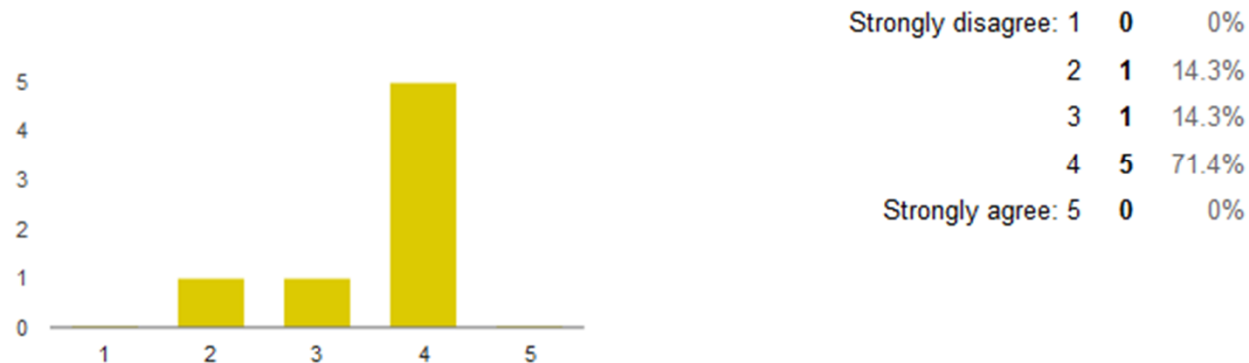
**Board members play an active role in the organization's fundraising efforts.**



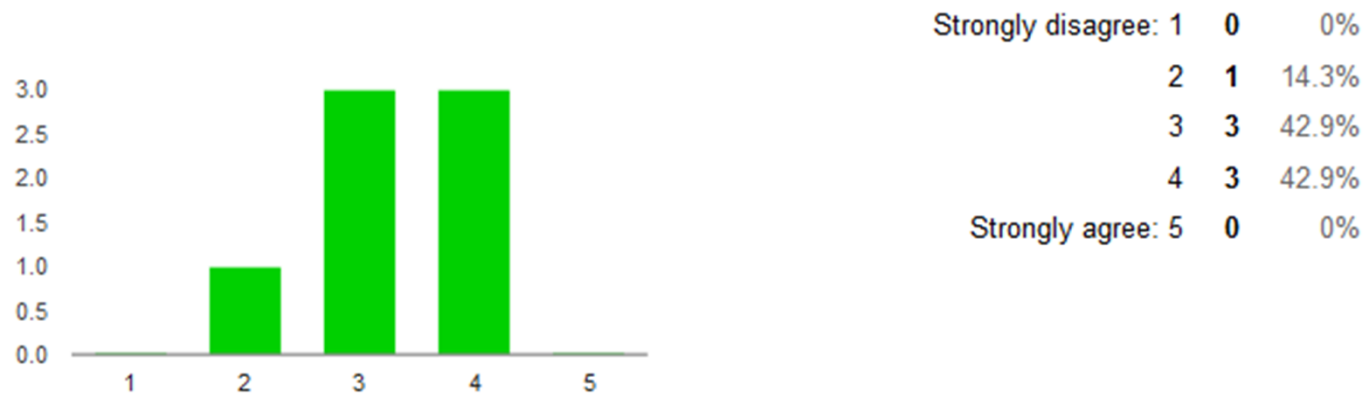
Strongly disagree: 1	0	0%
2	1	14.3%
3	1	14.3%
4	4	57.1%
Strongly agree: 5	1	14.3%

# Providing Expertise & Influence for Org Needs

**I understand the needed networks and influence to support the organization (e.g. legislative access, community networks)**

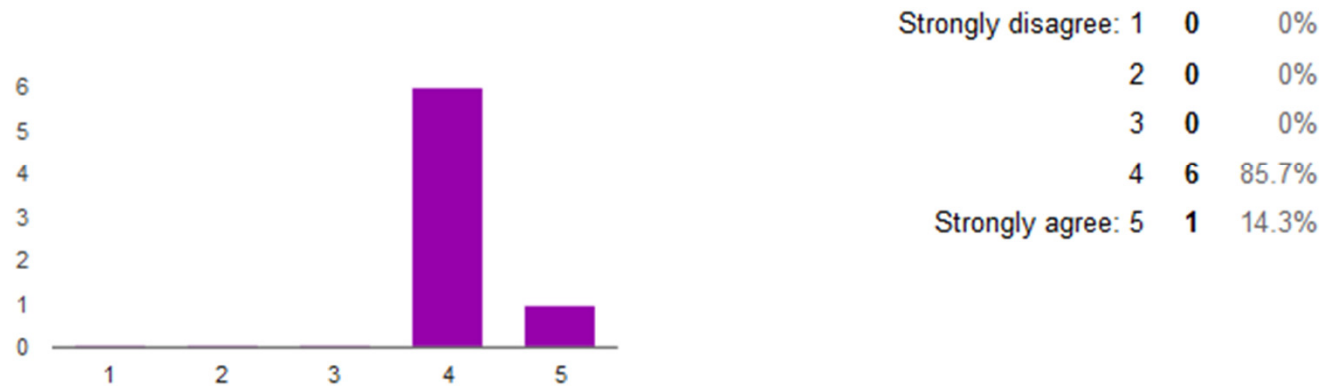


**The board contains an appropriate range of influence and networks to address org needs.**



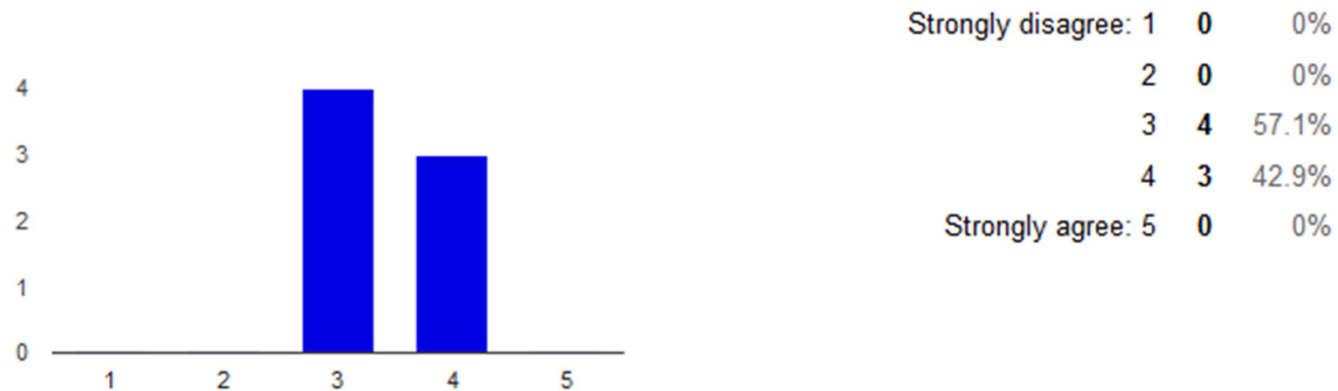
# Providing Expertise & Influence for Org Needs

**I understand the needed expertise to support the organization (e.g. financial, strategic, subject matter expertise)**



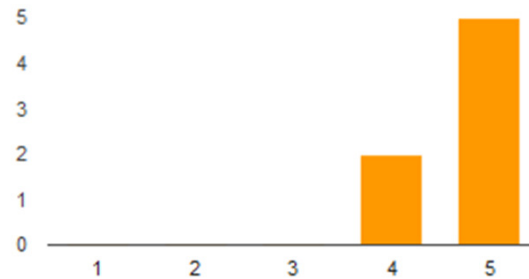
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**The board contains an appropriate range of expertise to meet org needs.**



# Overseeing Financial Performance & Ensuring Risk Mgmt

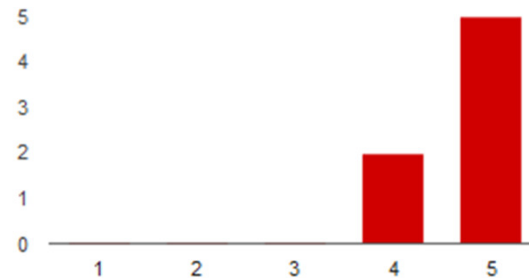
**The board does ongoing monitoring of financial performance**



Strongly disagree:	1	0	0%
	2	0	0%
	3	0	0%
	4	2	28.6%
Strongly agree:	5	5	71.4%

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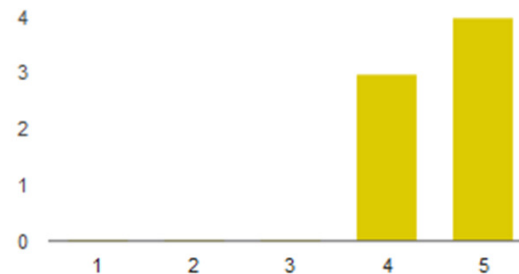
**The board plays a role in financial planning and risk management of the school**



Strongly disagree:	1	0	0%
	2	0	0%
	3	0	0%
	4	2	28.6%
Strongly agree:	5	5	71.4%

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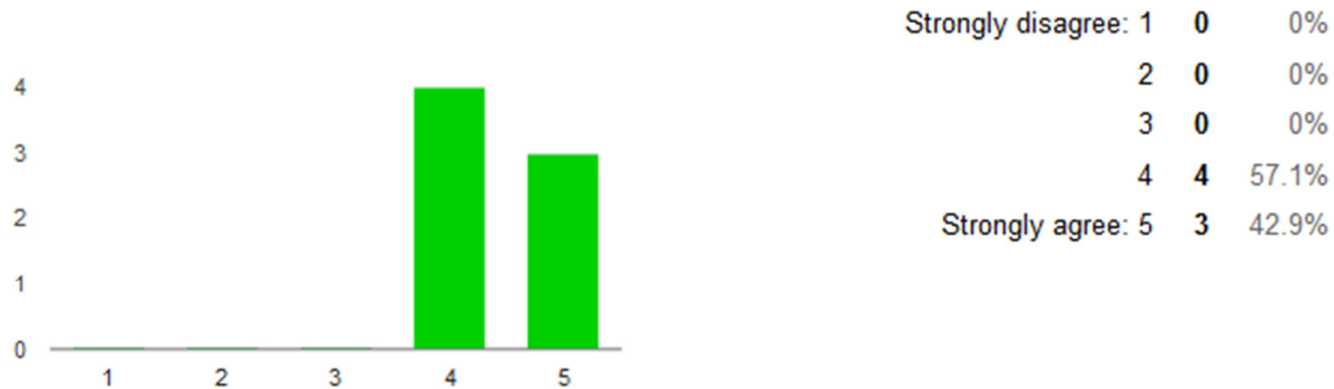
**I understand my fiduciary and compliance responsibilities as a board member**



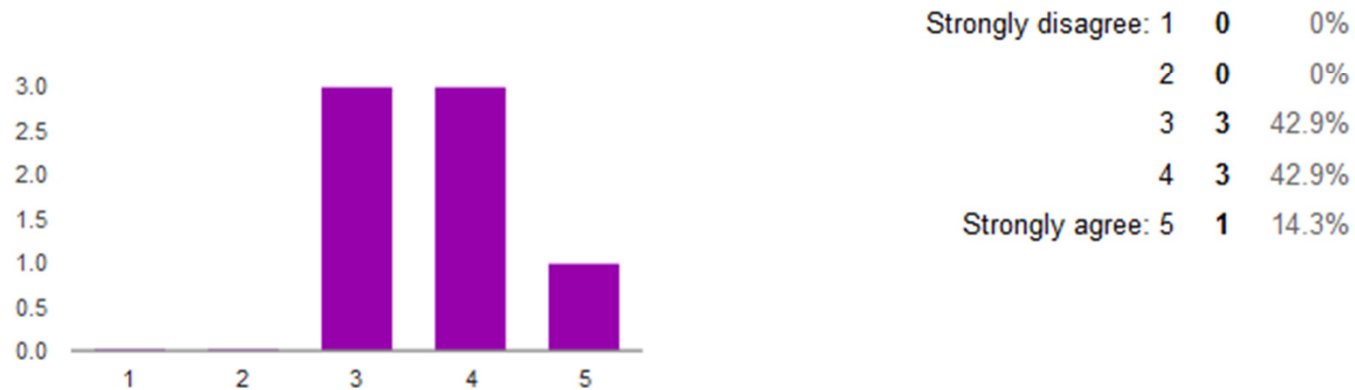
Strongly disagree:	1	0	0%
	2	0	0%
	3	0	0%
	4	3	42.9%
Strongly agree:	5	4	57.1%

# Monitoring Performance & Ensuring Accountability

**The board is involved in developing performance metrics and has a process to monitor performance**

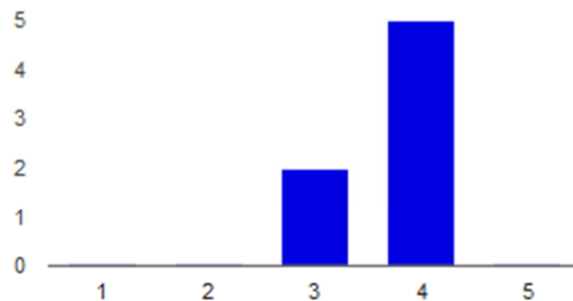


**The board has a process for obtaining and using feedback from stakeholders**



# Size, Structure & Composition of Board

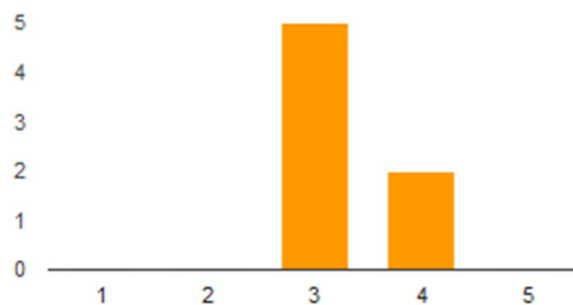
**The board's existing committees (and their purpose) streamline our work and increase board effectiveness.**



Strongly disagree: 1	0	0%
2	0	0%
3	2	28.6%
4	5	71.4%
Strongly agree: 5	0	0%

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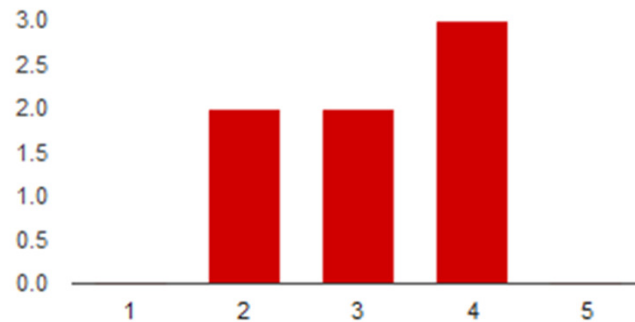
**Our board's size is about right.**



Strongly disagree: 1	0	0%
2	0	0%
3	5	71.4%
4	2	28.6%
Strongly agree: 5	0	0%

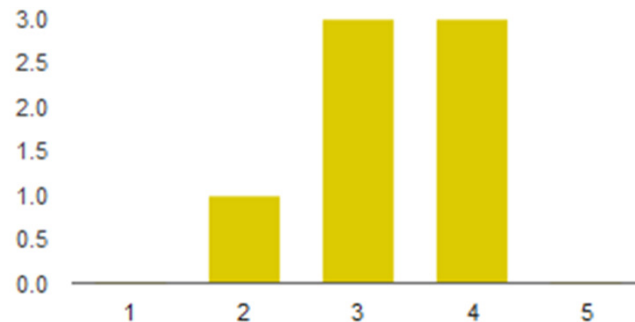
# Size, Structure & Composition of Board

**Our board is diverse in the ways needed to meet the organization's needs.**



Strongly disagree: 1	0	0%
2	2	28.6%
3	2	28.6%
4	3	42.9%
Strongly agree: 5	0	0%

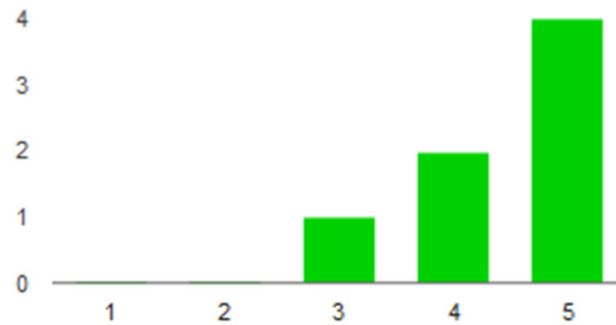
**We have an effective way to onboard new board members.**



Strongly disagree: 1	0	0%
2	1	14.3%
3	3	42.9%
4	3	42.9%
Strongly agree: 5	0	0%

# Leadership as Enablers to Board Effectiveness

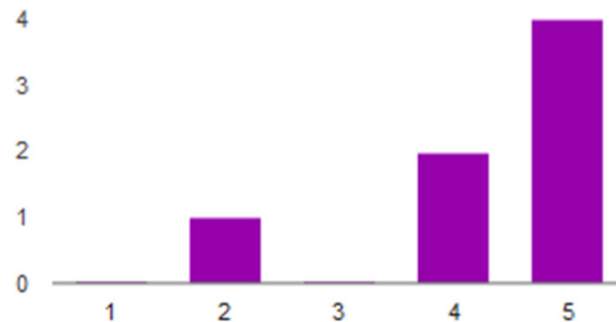
**We have appropriate term limits for officers**



Strongly disagree: 1	0	0%
2	0	0%
3	1	14.3%
4	2	28.6%
Strongly agree: 5	4	57.1%

---

**Board leadership has a strong relationship with head of school and key staff.**

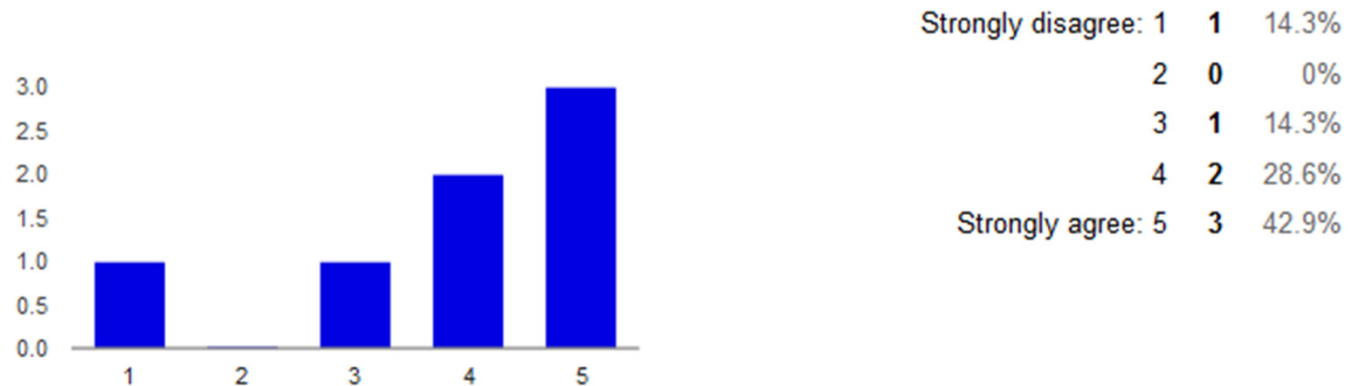


Strongly disagree: 1	0	0%
2	1	14.3%
3	0	0%
4	2	28.6%
Strongly agree: 5	4	57.1%

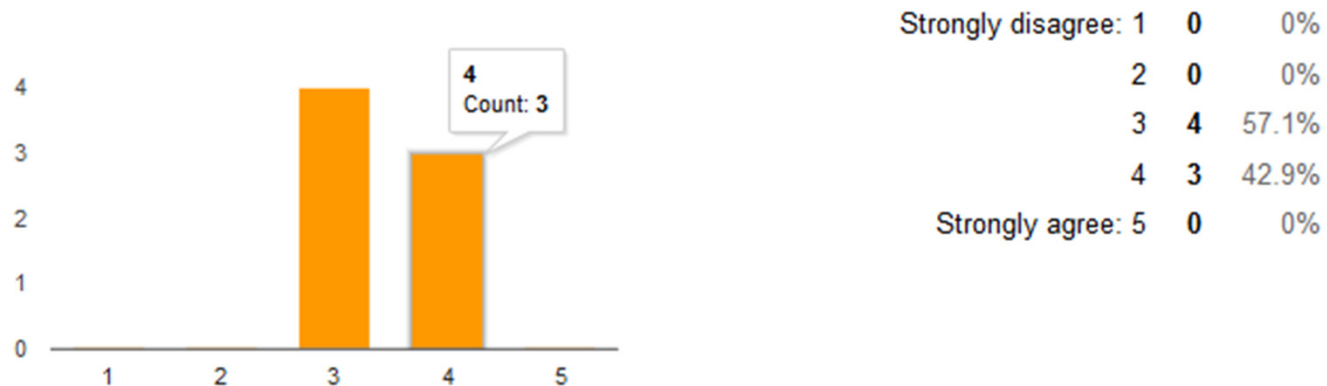


# Leadership as Enablers to Board Effectiveness

**My relationship with the board officers and head of school is open and productive**

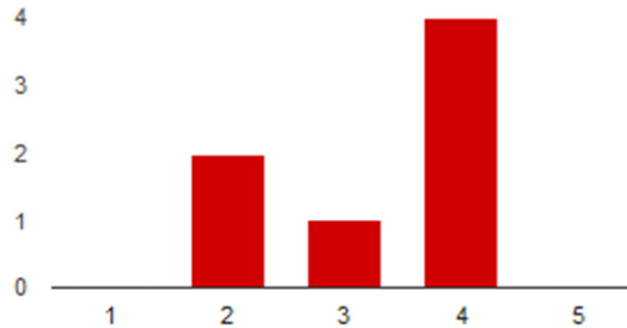


**We develop board members well and have succession planning/recruitment planning in place**



# General + Board Process

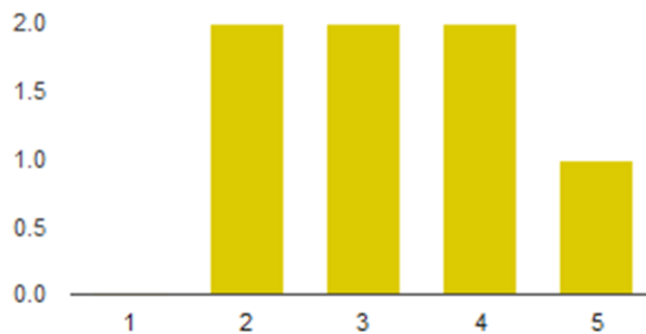
**Our board's meeting schedule has the right number and length of meetings.**



Strongly disagree: 1	0	0%
2	2	28.6%
3	1	14.3%
4	4	57.1%
Strongly agree: 5	0	0%

---

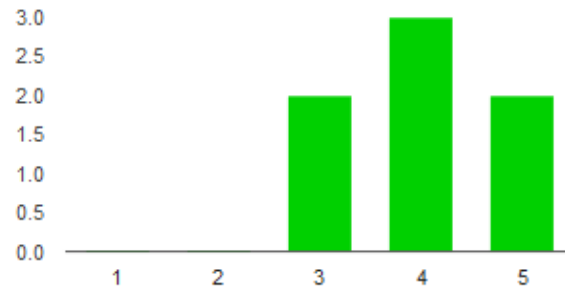
**Board meetings are generally well-run and make good use of members' time.**



Strongly disagree: 1	0	0%
2	2	28.6%
3	2	28.6%
4	2	28.6%
Strongly agree: 5	1	14.3%

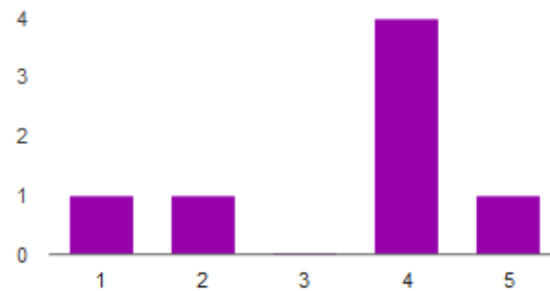
# General + Board Process

**Our board does a good job examining the pros and cons of all major decisions.**



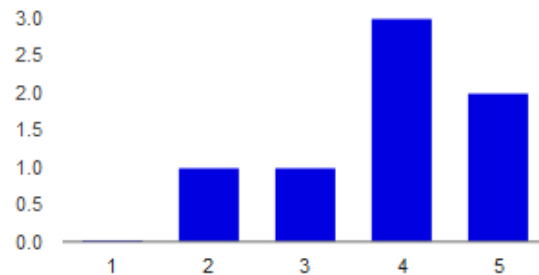
Strongly disagree: 1	0	0%
2	0	0%
3	2	28.6%
4	3	42.9%
Strongly agree: 5	2	28.6%

**I find serving on the board to be a satisfying and rewarding experience.**



Strongly disagree: 1	1	14.3%
2	1	14.3%
3	0	0%
4	4	57.1%
Strongly agree: 5	1	14.3%

**I have responded to Yu Ming emails from board members and staff within 48 hours upon receiving them.**



Strongly disagree: 1	0	0%
2	1	14.3%
3	1	14.3%
4	3	42.9%
Strongly agree: 5	2	28.6%

## Additional comments

- **Average hours per month:** 13.4 (with a low of 8 and a high of 20)
- “The board has led the school through some important milestones over the past few years. With our limited time, we need to keep the focus on a couple key goals this year. We need to try to minimize becoming distracted by issues that would take us away from accomplishing these key goals.”
- “I am concerned that not enough knowledge and responsibility is distributed throughout the board and centers too much and too often on the chair. I think that rotating meeting chair responsibilities will be an important way of exposing all members of the board to the work of organizing and running a meeting.”
- “Would love officer terms to be longer than just one year so there's some continuity - we also need better succession planning and building a bench. For board members who leave, we should do exit interviews and better examine their feedback and figure out ways to better address retention.”
- “Would love more space to build inspiration on the board about the different things we are doing at the school, whether it's highlighting those at board meetings more, getting more board members to school events or visiting classrooms, etc.”



## Board of Directors

November 17

### AGENDA ITEM INFORMATION

<b>Agenda Item</b>	Julie Mikuta, Candidate for Open Board Position
<b>Time Allotted</b>	10 minutes
<b>Background</b>	<p>Yu Ming's volunteer Board of Directors regularly seeks new members to strengthen its professional capabilities and add to the diversity of experience, backgrounds and cultural connections to build a strong institutional board.</p> <p>Currently at 10 members, Yu Ming's by-laws were recently amended to permit the expansion of the Board to up to 13 members (not including a permanent place on the board for a representative of the Alameda County Office of Education).</p> <p>Two of Yu Ming's board seats are set aside for parent-elected board members, and a third non-founding Yu Ming parent may be appointed to the board at the discretion of the directors.</p>
<b>Summary</b>	<p>Ms. Julie Mikuta is experienced in school governance, professional development and charter school advocacy. Julie has served as an elected board member on the Washington DC Board of Education and has served for Teach for America. Bio attached.</p> <p>Julie also happens to be the parent of a current Yu Ming fifth grader. If appointed, she would bring a depth of experience to the board.</p> <p>Julie has met with members Prudencio, Lee and Peterson, and with Principal Park. Additional conversations are being arranged with other board members.</p>
<b>Type</b>	Informational
<b>Key Questions</b>	<p>What questions do you have about Julie's qualifications and interest?</p> <p>Which board members would also like to meet with her?</p>



**Julie is Senior Director of Education at the Charles & Lynn Schusterman Family Foundation. Prior to joining the Schusterman Foundation, Julie was a Partner at NewSchools Venture Fund, focused on teacher preparation. Previously, she led trainings for school board and superintendent-teams of large urban districts at the Center for Reform of School Systems. Julie served as an elected member of the D.C. Board of Education from 2001 until 2004. During her time on the School Board, she was Vice President of Alumni Affairs for Teach For America. Julie began her career in education teaching high school science in New Orleans through Teach For America. Julie graduated from Georgetown University, where she was captain of the women's basketball team, and did a doctorate at Oxford University, as a Rhodes Scholar. Julie is on the boards of Stand for Children, Urban Teacher Center, New Teacher Center and Relay Graduate School of Education, and on the Advisory Board of Teaching Works at the University of Michigan. Julie lives in Oakland with her nine year old daughter who attends a Mandarin immersion charter school.**



## Board of Directors

November 17, 2016

### AGENDA ITEM INFORMATION

<b>Agenda Item</b>	Ron Park, Candidate for Open Board Position
<b>Time Allotted</b>	10 minutes
<b>Background</b>	<p>Yu Ming's volunteer Board of Directors regularly seeks new members to strengthen its professional capabilities and add to the diversity of experience, backgrounds and cultural connections to build a strong institutional board.</p> <p>Currently at 10 members, Yu Ming's by-laws were recently amended to permit the expansion of the Board to up to 13 members (not including a permanent place on the board for a representative of the Alameda County Office of Education).</p> <p>Two of Yu Ming's board seats are set aside for parent-elected board members, and a third non-founding Yu Ming parent may be appointed to the board at the discretion of the directors.</p>
<b>Summary</b>	<p>Mr. Ron Park was first introduced to the board's search committee by Thompson Paine. Ron grew up in Oakland, has built schools in underserved communities overseas, and has committed himself to a professional interest in education technology. Resume attached.</p> <p>Ron has met with board members Prudencio and Paine and will begin meeting with more members of the board. Ron has expressed interest in working on diversity and inclusion as well as technology in the classroom.</p>
<b>Type</b>	Informational
<b>Key Questions</b>	<p>What questions do you have about Ron's qualifications and interest?</p> <p>Which board members would also like to meet with him?</p>

# Ron Lewis

237 Haas Ave Apt #323 • San Leandro, CA 94577 • 510.913.1046 • ronald.p.lewis@gmail.com

## WORK EXPERIENCE:

- 
- eSpark**, San Francisco, CA, *Regional Manager New Partnerships* **October 16**
- eSpark creates innovative software for differentiated learning for K-8 students in the United States
  - Will lead a team of four sales people that are accountable for annually bringing in over \$1.5M in new revenue
- Chalk Schools**, San Francisco, CA, *Account Executive* **September 15-September 16**
- Member of founding sales team that scaled annual recurring revenue 5x in last 12 months
  - Closed 15 new accounts accounting for ~10% of current annual recurring revenue
  - Sourced over 75 new leads through cold calling and drip email campaigns
  - Series A funding from Lightspeed Venture Partners and Investment Group of Santa Barbara closed in July, 2016
- The Minerva Project**, San Francisco, CA, *Student Life Intern* **August 14-September 14**
- Created preliminary strategy to connect Minerva students with career and internship opportunities.
- Coursera**, Mountain View, CA, *Business Development Intern* **June 14-August 14**
- Executed analysis that informed strategies on international growth and the corporate training market segment.
- African Leadership Academy**, Johannesburg, South Africa, *Chief of Staff* **August 11-August 13**
- Co-managed the application process for a \$12.9M grant, which funded 85 university scholarships for underserved students.
  - Led the marketing and recruitment for ALA's Global Scholars Programs that led to revenue of \$150K – a 250% increase from 2011.
- The Bridgespan Group**, San Francisco, CA, *Senior Associate Consultant (Bain Extern)* **January 11-July 11**
- Created pilot programs for Junior Achievement to promote high school completion in Los Angeles and Cleveland.
  - Managed the budget process for a \$3.5M grant that helped Reading Partners expand to two new cities and serve 8,000 more youth.
- Bain & Company**, Los Angeles, CA, *Senior Associate Consultant* **October 08-July 11**
- Built a cost model that captured ~\$4.5B in spending and identified \$400M in savings for a \$30B consumer products company.
  - Conducted ten commercial diligence projects across six industries for a private equity fund with \$90B in assets under management.
- Roots International Academy**, Oakland, CA, *8<sup>th</sup> Grade Math Summer School Teacher* **June 08-August 08**
- Delivered curriculum that increased the class' average math test score by 20 percentage points.

## EDUCATION:

- 
- Stanford University**, Stanford, CA  
Masters in Business Administration **September 13-June 15**
- University of Southern California**, Los Angeles, CA  
Bachelor of Science - Business Administration **August 04-May 08**
- Hong Kong University of Science and Technology**, Hong Kong, China  
Exchange Student **August 07-December 07**

## LEADERSHIP:

- 
- Arbuckle Leadership Program**, Stanford, CA, *Leadership Fellow* **September 14-March 15**
- Oversaw six 1<sup>st</sup> year MBAs through Leadership Labs, a GSB experiential leadership class.
- The Writing Our Dreams Project (WOrD)**, Los Angeles, CA, *President* **August 07-June 08**
- WOrD is creative writing and drama program that helps underserved high school students understand and communicate their dreams.
- 100 Black Men of USC**, Los Angeles, CA, *President* **August 06-May 07**
- Managed a mentorship program for 20 high school boys that included academic tutoring and personal leadership seminars.
- USC Norman Topping Student Aid Fund**, Los Angeles, CA, *Board Member* **October 04-September 06**
- Allocated full tuition scholarships to first generation low income students from a \$10M dollar endowment.

## ACTIVITIES:

- 
- GO Public School**, Oakland, CA- *School Board Election Volunteer* **June 16-Present**
- Stanford Computer Science 101**, Online Course – *Student* **July 15-August 15**
- Stanford First Generation Mentoring Program**, Stanford, CA- *Undergraduate Mentor* **January 14-June 14**





## Board of Directors

November 17, 2016

### AGENDA ITEM INFORMATION

<b>Agenda Item</b>	Approval of Playworks Contract for TeamUp Program
<b>Time Allotted</b>	10 minutes
<b>Background</b>	Yu Ming would like to upgrade its contract with the Playworks organization, a 501(c)(3) from their TeamUp Program to their on-site Coach Program which will increase Playworks programming starting on January 2, 2017 from the presence of a Site Coordinator one week per month to having a full-time Coach every week. The cost to Yu Ming for January 2-June 16, 2017 is \$27,700.
<b>Summary</b>	<p>Playworks is the leading national nonprofit leveraging the power of play to transform children's social and emotional health. They work to transform school culture by leveraging the power of safe, fun, and healthy play at school every day by creating a "place for every student on the playground to feel included, be active, and build valuable social and emotional skills."</p> <p>Yu Ming would like upgrade it's partnership with Playworks so that we can have a dedicated Coach full-time on our campuses serving K-6 students. A Coach will oversee our recesses, our Junior Coach Leadership Program, Class Game Time, and Interscholastic Leagues.</p>
<b>Type</b>	Decision



<b>Key Questions</b>	Because Yu Ming is in need of the Playworks Coach program to further develop and maintain a positive recess culture, Class Game times, and opportunities for students to build their social emotional skills through play, shall the Board vote today to authorize Head of School Sue Park to sign a six month contract for a total annual commitment of \$27,700?
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## 2016-17 MEMORANDUM OF UNDERSTANDING FOR COACH SERVICE

This memorandum of understanding is entered into between Playworks and \_\_\_\_\_  
School located in \_\_\_\_\_ (the "School").

Playworks is a non-profit, public benefit corporation organized and operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code. The mission of Playworks is to improve the health and well-being of children by increasing opportunities for physical activity and safe, meaningful play. Playworks contracts with schools to provide a high quality, multi-faceted program to accomplish this mission during the school day and after school. This memorandum of understanding is entered into for the purpose of establishing an effective partnership between the School and Playworks.

Playworks and the School understand that:

### Logistics

1. The Playworks Program Coordinator will be an employee of Playworks or an AmeriCorps member contracted by Playworks, and will be an active member of the School community.
2. The Program Coordinator is trained by Playworks prior to the first day of programming and receives regular training and supervision throughout the school year. The Program Coordinator receives training in youth development, group management, safety and leading healthy play and physical activities for elementary-aged students. Program coordinators are CPR/first aid certified, fingerprinted through the Department of Justice and tested negative for tuberculosis. Program coordinators also attend a mandated reporting workshop and are required by law to report suspected child abuse.
3. AmeriCorps: In the event that the Program Coordinator is an AmeriCorps member, the member:
  - a. may not engage in religious or politically affiliated activities including: attempting to influence legislation, protesting, union organizing, engaging in partisan political activities, engaging in religious instruction and participating in voter registration drives.
  - b. may choose to do AmeriCorps paperwork or planning on-site before or after their regularly scheduled day. No direct service at the school site is required of the Program Coordinator outside of the scheduled timeframe.
4. A Playworks Program Manager is responsible for supervision of the Program Coordinator and will provide the Program Coordinator with support in the initial program implementation at the School. **School administrators will meet the Playworks Program Manager within the first month of the school year.** The Program Manager should be contacted regarding any program problems or questions.
5. Playworks programming is not a substitute for physical education (PE). Program Coordinators may coordinate with an existing PE program, but are in no way a substitute for credentialed PE teachers. Playworks staff may not support the process for grading students related to PE.
6. Playworks offers a teacher training for all teachers and school staff at the School. This teacher training provides teachers and school staff with best practices and examples to implement opportunities for play and physical activities for their students. **The School must provide the Playworks with a block of staff development time, ideally two to three hours, for this teacher training within the first six weeks of the school year.**

7. Program Coordinators will make every effort to stay healthy and not miss any school days. However, there will be days when the Program Coordinator is ill and there will be no one available to substitute for them. Program coordinators are required to call the school, their Program Manager and the Playworks administrative office in the event of illness or injury. Concerns about the number of absences of the Program Coordinator at your school should be directed toward the Program Manager for your region.
8. In the event that the Program Coordinator is absent from the School for more than five consecutive days, your school may apply for a prorated credit from the sixth day of absence through the remaining consecutive days of absence. Only regular school days will be counted in this credit calculation. Approved credits may be taken against future invoices. In the event that the credit is for the final billing period of the school year, the credit will be applied to the following school year.
9. Playworks will implement up to five peer learning days during the school year in which the Program Coordinator will visit another Playworks site as part of their professional development and will not be on site implementing the program. Playworks will utilize some of these days to conduct observation of program sustainability. Playworks will provide schools at least 30 days' notice for all peer learning days.

## **Program**

10. Schedule: Playworks will provide the School with **one** Program Coordinator 4 days per week for a total of 7 hours for in-school and out-of-school programming (within an 8 hour timeframe) and a total of 4 hours of in-school programming on a 5<sup>th</sup> day of week as described in this memo of understanding. Appropriate lunch and break times will be designated as an eighth hour of the daily schedule. Additionally, a minimum of 2 hours per week will be assigned as planning and prep time for the Program Coordinator to complete Playworks administrative tasks. **Please see sample school schedules in the Playworks additional resources provided to determine the hours of program service at School.**
11. Playworks program end date with the School will be based on the last day of the school year stated on the original school calendar provided to Playworks by August 1, 2016. If the School has a full year schedule or alternative calendar, Playworks and the School will determine the end date of programming prior to the start of the school year.
12. The Playworks program has interrelated components. Our training and curriculum is geared towards students in kindergarten through sixth grade. The grade preferences listed by each component below reflect the range to which our curriculum is designed and taught to the Playworks Program Coordinators:
  - a. **Recess** (grade levels: all grades) – starts on the first day of Playworks programming  
Playworks will use the recess times to coordinate the playing of core playground games, sports, as well as skills-building activities, and cooperative games. The Program Coordinator is required to be at all regularly scheduled recess periods. Program Coordinators are focused during recess on facilitating recess and are not available for yard supervision. Playworks and the School will work together to create an indoor recess plan in case of inclement weather. **School agrees to provide adult yard supervision during all recess periods. Playworks does not support the removal of recess privileges for extended periods of time, as a method of discipline.**
  - b. **Class Game Time** (grade levels: all grades) - Starts by third week of Playworks programming  
Program Coordinators provide classroom teachers Class Game Time, the purpose of which is to teach students and teachers the rules, expectations and skills of the games and activities provided during recess in a safe and organized setting. The Program Manager and the Program Coordinator will work with the School to create the best possible Class Game Time schedule. Depending on the number of classrooms being served, Class Game Times will range from 30 to 40 minutes on a rotating schedule. Class Game Time can be delivered to middle school students as long as the schedule and structure is consistent with lower grades Class Game Times. **The School agrees to provide the presence of a credentialed adult, preferably the classroom teacher, during the Class Game Time session. Playworks requires the Program Manager's approval on all Class Game Time schedules before distribution to School and teachers.** Program Coordinators cannot schedule Class Game Times during any regularly scheduled recess period.

- c. **Leagues** (grade levels: 4-6) - Start dates vary.  
Based on available resources and the proximity of neighboring schools, Playworks will organize two non-competitive, skills-building leagues for fourth and fifth grade students. The Program Coordinator will be responsible for recruiting for the Playworks Girls Basketball and Co-ed Volleyball leagues as well as coaching at least one practice per week, generally at the school site, and one evening game held off site. Playworks leagues take place over a period of approximately 6-12 weeks during the school year. **No transportation will be provided by Playworks to or from any game or practice.**
- d. **Junior Coach Leadership Program** (grade levels: 4-6) - Starts by the fourth week of Playworks programming  
Playworks will provide a Junior Coach leadership program to establish student leadership within the school and to build student ownership of some key school functions. Junior Coaches are selected in the fourth week of Playworks programming through a process that includes student application, teacher recommendation and parent permission. These students serve as role models on the playground during recess.
- **During the School Day:**  
Junior Coaches are required to participate as leaders at recess 1-3 times a week. Junior Coaches are expected to make up missed work and maintain good grades to participate in the program. Junior Coaches will lead games and activities during the recess time as well as help students manage conflicts if they arise.
  - **Out of School Time:**  
The JCLP supports the development of self-awareness, self-advocacy and community leadership in students by providing 2-4 hours of engaging skill development trainings, team-building games, and fun Playworks activities each week during OST. The trainings may be held before school, after school or during enrichment or elective blocks during the school day. Trainings are based on Playworks JCLP curriculum that includes, but is not limited to, thematic units on Junior Coach job training, conflict resolution strategies, leadership development, inclusion practices and community service and action. Playworks Program Coordinators lead trainings and skills practice activities in order to prepare Junior Coaches for their leadership role on the playground. Junior Coach Teams are limited to 15 students per training. Junior Coach attendance is required for all trainings in order for Junior Coaches to participate in their leadership role at recess.
- e. **Out of School Time Programming**  
The School and Playworks will determine if a model of Before School Recess is viable option based on school schedule and implementation of other components.

## **School Partnership**

Playworks and the School understand the importance of the role of the School in the successful implementation of the Playworks program at their site. As such the School agrees to:

13. Program implementation:
- a. Support implementation of each program component as described under **Program**
  - b. Schedule date for teacher training as referenced in **Logistic #6**
14. Data Collection:
- a. The School will participate in reasonable data collection efforts at various times throughout the year necessary to support Playworks programming and reporting requirements including but not limited to surveys of teachers, principal and students, student attendance, limited disciplinary records and health and leadership assessments.
  - b. The principal will be provided with a data collection schedule at the start of the school year. The principal agrees to manage school staff completion of data collection for Playworks.
  - c. Playworks maintains confidentiality of all student-level data and reports only in aggregate to funders.
15. Equipment: The School will purchase and provide a basic set of playground equipment based on a sample list provided before the beginning of the school year. Playworks will maintain the equipment throughout the school year.
16. Workspace: The School will provide a workspace and access to a computer and the internet for the Program Coordinator.

17. **Payment:** The School will support implementation of all necessary steps to ensure timely payment of all invoices based on agreed upon payment installation.

### **Payments**

18. The fee for the Playworks program for one school year is \$ \_\_\_\_\_ .00. This is a fixed cost and may not be pro-rated, regardless of program start or end date.
19. **Payment on all invoices is due within 30 days of invoice date.** Please initial next to your requested payment schedule:
- \_\_\_\_\_ Full year: invoiced September 1 - *A discount of 3% applies if invoice is **paid** in full by 9/30/2016. (see # 20)*
- \_\_\_\_\_ Semester: 50% invoiced September 1 and 50% January 20
- \_\_\_\_\_ Quarterly: 4 equal payments invoiced on September 1, November 10, January 20, and April 1
- \_\_\_\_\_ Monthly: 10 invoices September 1 through June 1

**Playworks will send itemized invoices for all contract billings to:**

(name) \_\_\_\_\_ (address) \_\_\_\_\_

20. **School fee discounts:** The school must be responsible for the entirety of the fee for the discount to apply. If Playworks receives additional funding that partially pays for the school fee, the School is not eligible for the discount. If Playworks receives a discounted payment after September 30, the school will owe the unpaid amount, even if the school takes all appropriate and necessary actions for payment to proceed in a timely manner.
21. **Program Suspension/Termination:** At the discretion of Playworks or the School, and with reasonable advance notice, programming may be discontinued at the School during the course of the school year. Playworks reserves the right to suspend programming if payment of amounts owed is not made in a timely manner.
22. Please check all potential funding source(s):
- ☐ Categorical funds
- ☐ General purpose funds
- ☐ PTA/PTO
- ☐ Other: \_\_\_\_\_

### **Playworks**

Signed: \_\_\_\_\_

By (print name/title): \_\_\_\_\_

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

### **School**

Signed by Principal: \_\_\_\_\_

By (print name): \_\_\_\_\_

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

### **District** (only as required by the district):

Signed by administrator: \_\_\_\_\_

By (print name/title): \_\_\_\_\_

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