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Introduction Date	6/22/2022
Enactment Number	22-1217
Enactment Date	6-22-2022 CJH



# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Curtiss Sarikey, Chief of Staff  
Kelly Krag-Arnold, Director, Office of Charter Schools  
Joshua R. Daniels, Chief Governance Officer

**Meeting Date** June 22, 2022

**Subject** Proposition 39 Offer for Yu Ming Charter School

**Ask of the Board** Approval by the Board of Education of Resolution No. 2122-0195 - Finding That Yu Ming Charter School Cannot Be Accommodated At A Single Site and Written Statement Of Reasoning; Adopting Issuance of Proposition 39 Facilities Offers and Directing Staff to Issue Written Final Offers in Compliance with Proposition 39

**Background** Yu Ming Charter School (“Yu Ming”) is a countywide benefit charter school authorized by the Alameda County Board of Education (“ACBOE”) through June 2026. In May 2020, ACBOE approved an increase to Yu Ming’s enrollment from 528 to a maximum of 905 students by the 2024-25 school year. Given that Yu Ming’s current three (private) sites in Oakland are unable to accommodate this expansion, Yu Ming needed to find a larger or additional site. And they were able to find such a site in San Lorenzo.

As required, Yu Ming submitted a material revision to locate at the San Leandro site to ACBOE. The staff report by the Alameda County Office of Education (“ACOE”) analyzed the fiscal impact of the change of location on San Lorenzo Unified School District and (the neighboring) Hayward Unified School District but made no mention of any fiscal impact of the change on OUSD. On February 22, 2022, the vote to approve the material revision failed before ACBOE on a 3-4 vote. Without its desired space in San Lorenzo, Yu Ming decided to continue to pursue their existing Prop. 39 facilities request with OUSD.

Under Proposition 39 and its implementing regulations (“Prop. 39”), school districts are generally required to issue final offers of facilities to all eligible charter schools no later than April 1, 2022. Prop. 39 requires findings and written statement of reasons by the Board of Education (“Board”) in the event that a charter school, eligible for Prop. 39 facilities, makes a timely request for facilities and a district is not able to accommodate the charter school's request at a single school site.

Yu Ming was provided a preliminary offer of 17 rooms for their in-District K-8 ADA of 347 students: 7 rooms at East Oakland Pride and 10 rooms at Markham Elementary.

The same offer was recommended by staff as the final offer to Yu Ming at the March 23, 2022 Board meeting. Instead, the Board directed staff to, among other things, present the Board with alternatives to the EOP-Markham offer.

Pursuant to this direction, at a special Board meeting on March 30, 2022, staff presented the Board with two additional options (as well as the EOP-Markham offer): Franklin Elementary (9 rooms) and Prescott Elementary (8 rooms); and Brookfield Elementary (13 rooms) and Garfield Elementary (4 rooms). The Board failed to adopt any of the proposed options.

On April 5, Yu Ming filed a lawsuit (technically a writ of mandate and complaint for declaratory and injunctive relief) against OUSD in which it asked the court, among other things to:

- “compel[] OUSD to fully comply with Proposition 39, including issuing a legally-compliant final offer consistent with the Implementing Regulations,”
- issue “a declaration and judgment that OUSD must make a Prop. 39-complaint final offer to Yu Ming for the 2022-23 school year,” and
- issue “a preliminary and a permanent injunction commanding OUSD to issue compliant facilities offer to Yu Ming for the 2022-2023 school year, and to comply with Prop. 39 and the Implementing Regulations in the future.”

The lawsuit also asks for OUSD to cover Yu Ming’s attorneys’ fees and other costs of the lawsuit.

On April 12, 2022, ACBOE took another vote on Yu Ming’s material revision to add the San Leandro location, and this time it was approved on a 5-2 vote. A subsequent Memorandum of Understanding (“MOU”) regarding the San Lorenzo facility was also approved by May 24, 2022. Despite these actions, Yu Ming has not withdrawn the lawsuit or its Prop. 39 facilities request.

The Board discussed the Yu Ming lawsuit in closed session on: April 13, 2022; April 27, 2022; May 11, 2022; May 25, 2022; and June 8, 2022. A stipulated judgment and proposed judgment was approved by the court in late May. The court ordered “that judgment be entered in favor of [Yu Ming], and against [OUSD].” The judgment further stated that: “In the event that the Alameda County Office of Education (“ACOE”) approves a Memorandum of Understanding (“MOU”) on Yu Ming’s facility by May 24, 2022, OUSD is required to issue a Proposition 39-compliant Final Offer no later than June 22, 2022. In the event that ACOE does not approve an MOU on Yu Ming’s facility by May 24, 2022, OUSD is required to issue a Proposition 39-compliant Final Offer to Yu Ming no later than June 8, 2022.” As noted above, ACOE did approve an MOU by May 24, 2022. As a result of the court’s order, OUSD is required to issue a Proposition 39-compliant Final Offer no later than June 22, 2022.

**Discussion**

Staff continues to recommend that the Board approve the original EOP-Markham offer for the reasons set forth in the prior Board items and in this item.

As explained in the Staff Report, the District cannot accommodate a single site offer for Yu Ming Charter School.

The Staff Report outlines the process used by the District to determine the multi-site offer to the charter school that could not be accommodated at a single site. The Staff Report also explains how the multi-site offer minimizes the number of sites offered and considers the factors as outlined in the Staff Report. The Resolution, based on the Staff Report, makes the required legal findings in support of the multi-site offer.

**Fiscal Impact** Positive fiscal impact due to Prop. 39 fees collected; amount depends on whether or not the charter school accepts their final offer.

Anticipated revenue of approximately \$311,252, calculated as (\$9.54/sq ft) x (32,626 sq ft).

The costs of utilities and custodial are included in the above anticipated revenue.

**Attachment**

- Resolution No. 2122-0195 - Finding That Yu Ming Charter School Cannot Be Accommodated At A Single Site and Written Statement Of Reasoning; Adopting Issuance of Proposition 39 Facilities Offers and Directing Staff to Issue Written Final Offers in Compliance with Proposition 39
- Staff Report
- Stipulated Judgement

**RESOLUTION OF THE BOARD OF EDUCATION OF THE  
OAKLAND UNIFIED SCHOOL DISTRICT**

**Resolution No. 2122-0195**

**Finding That Yu Ming Charter School Cannot Be Accommodated At A Single Site and Written Statement Of Reasoning; Adopting Issuance of Proposition 39 Facilities Offers and Directing Staff to Issue Written Final Offers in Compliance with Proposition 39**

**WHEREAS**, on November 7, 2000, California voters passed Proposition 39, which mandates that school districts make facility space available to in-district charter school students, if certain eligibility requirements are met, in a manner that ensures that public school facilities are shared fairly among all students attending traditional and charter schools;

**WHEREAS**, Education Code section 47614 and its interpreting regulations (Cal. Code Regs., tit. 5, section 11969.1 *et seq.*) (collectively “Proposition 39”) require a school district to make available, to each eligible charter school operating therein, facilities sufficient for the charter school to accommodate all of the charter school’s in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending traditional public schools of the district;

**WHEREAS**, Education Code section 47614 requires that the facility offered to the charter school be contiguous, furnished, and equipped;

**WHEREAS**, Cal. Code Regs., tit. 5, § 11969.2(d) states that “facilities are ‘contiguous’ if they are contained on the school site or immediately adjacent to the school site”;

**WHEREAS**, Cal. Code Regs., tit. 5, section § 11969.2(d) requires that “[i]f the in-district average daily classroom attendance of the charter school cannot be accommodated on any single school district school site, contiguous facilities also includes facilities located at more than one site, provided that the school district shall minimize the number of sites assigned and shall consider student safety”;

**WHEREAS**, Cal. Code Regs., tit. 5, § 11969.2(d) requires the Board to make a finding if a charter school cannot be accommodated at a single site, and adopt a written statement of reasons explaining the finding, should the District offer the charter school facilities on a non-contiguous site;

**WHEREAS**, District staff has evaluated all feasible facilities allocation options and considered capacity, condition, location, and other relevant factors using a set of “comparison schools” as a point of reference in order to make preliminary offers to charter schools that meets Proposition 39 standards for “reasonable equivalence”;

**WHEREAS**, Cal. Code Regs., tit. 5, § 11969.3 states that OUSD “is not obligated to pay for the modification of an existing school site to accommodate the charter school’s grade level configuration”;

**WHEREAS**, in determining reasonable equivalent facilities allocations to charter schools and in meeting their Proposition 39 obligations, school districts have the discretion to consider the impact upon existing district programs (*see, e.g., Los Angeles Intern. Charter High School v. Los Angeles* (2012) 209 Cal.App.4th 1348; *Westchester Secondary Charter School v. Los Angeles* (2015) 237 Cal.App.4th 1226);

**WHEREAS**, in making an allocation of space, the District attempts to place a charter school applicant on one school site or, when that is not feasible, alternatively attempts to minimize the number of school sites on which the charter school applicant is placed;

**WHEREAS**, for the 2022-23 school year, 10 charter schools requested facilities under Proposition 39, including Yu Ming Charter School (“Yu Ming”);

**WHEREAS**, as provided in the Final Staff Report entitled “Process for Determining that Yu Ming Charter School Cannot Be Accommodated at a Single School Site for 2022-23 School Year” (“Staff Report”) which is attached hereto as Appendix A and incorporated by reference herein, the District cannot accommodate single site offers for Yu Ming;

**WHEREAS**, the District can provide Yu Ming with a multi-site offer of reasonably equivalent facilities; and

**WHEREAS**, the Staff Report recommends the District offer Yu Ming a final offer of facilities on or before April 1, 2022 at the following sites:

- East Oakland Pride, 8000 Birch St, Oakland, CA
- Markham Elementary, 7220 Krause Ave, Oakland, CA.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Education (“Board”) hereby allocates the following school sites to be the Final Offer of Facilities provided to Yu Ming for the 2022-23 school year under Proposition 39:

- East Oakland Pride, 8000 Birch St, Oakland, CA
- Markham Elementary, 7220 Krause Ave, Oakland, CA;

**BE IT FURTHER RESOLVED**, the Board hereby directs the Superintendent or designee to issue the Final Offer of Facilities to Yu Ming under Proposition 39 as described herein by the required deadline; and

**BE IT FURTHER RESOLVED**, for the reasons set forth herein and as further expressed in the Staff Report, the Board hereby finds, determines, declares, orders, and resolves, in accordance with Proposition 39, that the District cannot accommodate the in-district average daily classroom attendance of Yu Ming at a single school site for the 2022-23 school year and that the Final Offer

of Facilities to Yu Ming minimizes the number of sites offered and consider the factors as permitted under Proposition 39.

**PASSED AND ADOPTED** by the Board of Education of the Oakland Unified School District this 22nd day of June, 2022, by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Aimee Eng, VanCedric Williams, Clifford Thompson, Vice President Benjamin "Sam" Davis, President Gary Yee

NOES: Mike Hutchinson

ABSTAINED: None

RECUSED: None

ABSENT: Student Director Samantha Pal, Student Director Natalie Gallegos

### **CERTIFICATION**

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at the Meeting of the Board of Education of the Oakland Unified School District held on June 22, 2022.

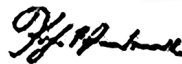
<b>Legislative File</b>	
File ID Number:	22-0575
Introduction Date:	3/23/2022
Enactment Number:	22-1217
Enactment Date:	6-22-2022 CJH

### **OAKLAND UNIFIED SCHOOL DISTRICT**



6-23-2022

Gary Yee  
President, Board of Education



6-23-2022

Kyla Johnson-Trammell  
Superintendent and Secretary, Board of Education

# Staff Report

Process for Determining that Yu Ming Charter  
School Cannot Be Accommodated at a Single  
School Site for 2022-23 School Year

## Staff Report

### **Process for Determining That Yu Ming Charter School (“Charter School”) Cannot Be Accommodated at a Single Site for the 2022-23 School Year**

#### Proposition 39:

Proposition 39 as its associated statutes and regulations (“Prop. 39”) requires that OUSD provide reasonably equivalent facilities to charter schools that meet the requirements for eligibility. The intent is for “public school facilities [to] be shared fairly among all public school pupils, including those in charter schools.”

Specifically, Prop. 39 provides that:

Each school district shall make available, to each charter school operating in the school district, facilities sufficient for the charter school to accommodate all of the charter school’s in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the district. Facilities provided shall be contiguous, furnished, and equipped, and shall remain the property of the school district. The school district shall make reasonable efforts to provide the charter school with facilities near to where the charter school wishes to locate, and shall not move the charter school unnecessarily.

Prop. 39 states that “[f]acilities requests based upon projections of fewer than 80 units of average daily classroom attendance for the year may be denied by the school district.”

Under Prop. 39, facilities shall be considered contiguous “if they are contained on the school site or immediately adjacent to the school site.” A school district making a non-contiguous facilities offer must make certain findings. Specifically:

If the in-district average daily classroom attendance of the charter school cannot be accommodated on any single school district school site, contiguous facilities also includes facilities located at more than one site, provided that the school district shall minimize the number of sites assigned and shall consider student safety ... [T]he district's governing board must first make a finding that the charter school could not be accommodated at a single site and adopt a written statement of reasons explaining the finding.

#### Impact on Existing Students and Programs:

Prop. 39 allows school districts to balance the needs and rights of district students and charter school students and to allocate facilities in a manner that ensures that public school facilities are shared fairly among all students.



Factors Considered by OUSD:

The District received 10 Prop. 39 facilities requests from charter schools for the 2022-23 school year. In determining its allocation of reasonably equivalent facilities to the charter school, the District considered certain factors including (but not limited to) the following:

- Identification of an inventory of potential available space in which charter school requests can be accommodated;
- The charter school’s preferred location;
- The quantity of classroom space the charter school is entitled to;
- Whether the offered facilities meet Proposition 39’s “reasonable equivalence” requirements with respect to capacity and condition;
- The availability of specialized classroom space;
- Whether the District can avoid moving programs, whether charter or district, from their existing location, especially if that program serves a vulnerable population;
- The number of existing programs already at each district site, in recognition of the difficulty in designing schedules for more than 2 programs to share spaces such as cafeterias and playgrounds;
- Student safety, including the grade configuration of any co-located District school and charter school as well as travel time for multi-sited schools; and
- The grades served by programs at each district site.

Identification of Potential District Sites with Projected Capacity for 2022-23

The below table shows a list of District school sites that are calculated to have 3 or more underutilized classrooms.

Site Name	Capacity # of underutilized classrooms
Brookfield	16
Franklin	15
Markham	14
Prescott	14
Bret Harte	12
East Oakland Pride (Webster)	11
New Highland / RISE	10
McClymonds	9
Castlemont	8
Garfield	8
Hillside - Castlemont	8
Parker	8

Site Name	Capacity # of underutilized classrooms
WOMS/Bunche (Lowell)	5
Carl Munck	4
Laurel	4
Lockwood	4
Montera	4
Allendale	3
Bella Vista	3
Burckhalter	3
Grass Valley	3
Greenleaf (Whittier)	3
Horace Mann	3

*Note: Capacity numbers are calculated after accounting for existing District and charter school programs.*

### Multisite Offer

District staff first attempts to accommodate charter school's entire in-District ADA of either the charter school's projected ADA, or the District's counterprojection under Cal. Admin. Code tit. 5, § 11969.9(d)) at a single school site, or OUSD school sites that are immediately adjacent to each other.

Yu Ming Charter School is estimated to be eligible for **17 classrooms** plus specialized space. The charter school's entire in-District ADA cannot be accommodated at a single site.

### Analysis of Charter School's Preferences

Yu Ming is entitled to 17 classrooms. There is no single dedicated site or single site co-location that has sufficient capacity to accommodate Yu Ming's entire in-district ADA. Therefore, , the final offer includes the following two sites:

- East Oakland Pride Elementary School  
8000 Birch Street, Oakland, CA 94621
- Markham Elementary School  
7220 Krause Avenue, Oakland, CA 94605

The school requested a location that is "proximate to either a BART station or a major AC Transit line. The preference would be for a transit-rich location located to the West of Highway 13/I-580." Yu Ming further expressed a preference for "co-locating with an Elementary School" as opposed to a middle or high school. The school is currently located in three private facilities in North/West Oakland: 1086 Alcatraz Avenue, 675 41<sup>st</sup> Street, and 2501 Chestnut Street.

Staff determined that an offer of two school sites that includes East Oakland Pride Elementary School and Markham Elementary School would be responsive, as follows:

- These two offer sites are under 1 mile apart and less than a 15-minute walk from each other.
- These two offer sites are located in an area of East Oakland that is easily accessible by major AC transit lines. The sites are also located west of Highway 13/580.
- The choice of these two sites allows the District to minimize the number of sites included in this multisite offer, as both of these sites have over 10 underutilized classrooms. Yu Ming could thus choose to split its K-8 school across the two sites, since a substantive number of classrooms would be offered at each site.
- Both offer sites are elementary schools, which is responsive to Yu Ming's specific request for an elementary site.

### Historical Context

Considering historical precedent, as shown in the table below, the number of final multi-site

offers being issued for 2022-23 continues to reflect the District’s efforts to minimize such offers in recent years. The multi-site final offers for 2022-23 are further contextualized by the fact that the District currently has three District schools that operate across multiple sites.

Offer School Year	Requests Received	Multi-Site Final Offers	Final Offers Including 3 or More Sites
2017-18	16	1	0
2018-19	17	10	3
2019-20	11	2	1
2020-21	14	1	0
2021-22	14	0	0
2022-23	10	2	0

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>John R. Yeh SBN 154576</b> Burke, Williams & Sorensen, LLP 60 S. Market Street, Suite 1000 San Jose, CA 95113 TELEPHONE NO.: 408.606.6300      FAX NO. (Optional): 408.606.6333 E-MAIL ADDRESS (Optional): <a href="mailto:jyeh@bwslaw.com">jyeh@bwslaw.com</a> ATTORNEY FOR (Name): Oakland Unified School District	FOR COURT USE ONLY
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda</b> STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: 1225 Fallon Street CITY AND ZIP CODE: Oakland, CA 94612 BRANCH NAME: Rene C. Davidson	
PLAINTIFF/PETITIONER: Yu Ming Charter School DEFENDANT/RESPONDENT: Oakland Unified School District	
<p style="text-align: center;"><b>NOTICE OF ENTRY OF JUDGMENT OR ORDER</b></p> <p>(Check one):    <input checked="" type="checkbox"/> <b>UNLIMITED CASE</b>    <input type="checkbox"/> <b>LIMITED CASE</b>          (Amount demanded exceeded \$25,000)    (Amount demanded was \$25,000 or less)</p>	CASE NUMBER: <b>22CV0009354</b>

**TO ALL PARTIES:**

1. A judgment, decree, or order was entered in this action on (date): June 20, 2022
  
2. A copy of the judgment, decree, or order is attached to this notice.

Date: June 20, 2022

**John R. Yeh**

(TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

▶ (SIGNATURE)

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

**PROOF OF SERVICE BY FIRST-CLASS MAIL  
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

**(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)**

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a.  deposited the sealed envelope with the United States Postal Service.
- b.  placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
- b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

- a. Name of person served:
- c. Name of person served:

Street address:	Street address:
City:	City:
State and zip code:	State and zip code:

- b. Name of person served:
- d. Name of person served:

Street address:	Street address:
City:	City:
State and zip code:	State and zip code:

Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached \_\_\_\_\_.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:



(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

06/20/2022

Clad Fluke, Executive Officer / Clerk of the Court

By: Diana Fisher Deputy  
D. Fisher

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13 *Attorneys for Respondent/Defendant*  
OAKLAND UNIFIED SCHOOL DISTRICT  
14

15  
16 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
17 COUNTY OF ALAMEDA  
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19 YU MING CHARTER SCHOOL, )  
20 Petitioner/Plaintiff, )  
21 v. )  
22 OAKLAND UNIFIED SCHOOL DISTRICT; and )  
DOES 1 through 10, inclusive, )  
23 Respondents/Defendants. )  
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CASE NO.: 22CV009354  
**STIPULATED JUDGMENT;**  
**[PROPOSED] JUDGMENT**

1 This matter is before the Court on a Stipulated Judgment entered between Plaintiff and  
2 Petitioner, Yu Ming Charter School (“Yu Ming”), and Respondent and Defendant Oakland Unified  
3 School District (“OUSD”) (collectively, “Parties”).

4 The Court has jurisdiction to enter this Stipulated Judgment pursuant to California Code of Civil  
5 Procedure § 664.6. The Judgment is entered based on the following points, which are supported by the  
6 records and files in this case.

7 **RECITALS**

8 1. WHEREAS, on April 5, 2022, Plaintiff and Petitioner Yu Ming initiated this action by  
9 filing a Petition of Writ of Mandate and Complaint for Injunctive and Declaratory Relief alleging  
10 violations of Proposition 39 against Respondent and Defendant OUSD. This action is entitled, *Yu*  
11 *Ming Charter School v. Oakland Unified School District.*, Superior Court of Alameda County, Case  
12 No. 22CV009354 (the “Action”).

13 2. WHEREAS, OUSD has not yet issued a final offer of facilities to Yu Ming under  
14 Proposition 39 and its Implementing Regulations (Cal. Code Regs., tit. 5, § 11969.9, subs. (g)-(h))  
15 for the 2022-2023 school year (“Final Offer”).

16 3. WHEREAS, without admitting liability, OUSD wishes to resolve this matter with Yu  
17 Ming and hereby consents to the entry of the following judgment against it, and in Yu Ming’s favor,  
18 in the above-referenced case.

19 **STIPULATION**

20 THEREFORE, IT IS HEREBY STIPULATED among the parties hereto, through their  
21 respective counsel of record, that:

22 1. On Yu Ming’s pending claims in the Action, judgment shall be entered in Yu Ming’s  
23 favor and against OUSD as follows: In the event that the Alameda County Office of Education  
24 (“ACOE”) approves a Memorandum of Understanding (“MOU”) on Yu Ming’s facility by May 24,  
25 2022, OUSD is required to issue a Proposition 39-compliant Final Offer no later than June 22, 2022. In  
26 the event that ACOE does not approve an MOU on Yu Ming’s facility by May 24, 2022, OUSD is  
27 required to issue a Proposition 39-compliant Final Offer to Yu Ming no later than June 8, 2022. This  
28 Stipulated Judgment was reached without prejudice to Yu Ming’s right to seek attorney’s fees.

1           2.       This Stipulated Judgment settles and concludes all claims by Yu Ming against OUSD  
2 arising from the claims asserted in the Action, with the exception of claims for cost and attorney's  
3 fees in same. The Parties shall meet and confer with respect to costs and attorneys' fees incurred in  
4 this matter. In the event that an agreement is not reached with respect to costs and attorneys' fees,  
5 such costs and attorneys' fees will be sought in the manner set forth by the California Rules of Court  
6 and the Code of Civil Procedure.

7           3.       The Court shall retain jurisdiction for the purpose of enabling either party to this  
8 Stipulated Judgment to apply to the Court at any time for such further orders and directions as may be  
9 necessary and appropriate for the construction or carrying out of this Stipulated Judgment, and for the  
10 enforcement of, compliance with, the Stipulated Judgment.

11  
12  
13 Dated: May 20, 2022

**YOUNG, MINNEY & CORR, LLP**

14 By:   
15 \_\_\_\_\_  
16 KAELE M. HAYDU  
17 *Attorney for Petitioner/Plaintiff,*  
18 YU MING CHARTER SCHOOL

19  
20  
21 Dated: May 20, 2022

**BURKE, WILLIAMS & SORENSEN, LLP**

22 By: \_\_\_\_\_  
23 JOHN R. YEH  
24 *Attorney for Respondent/Defendant*  
25 OAKLAND UNIFIED SCHOOL DISTRICT  
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2. This Stipulated Judgment settles and concludes all claims by Yu Ming against OUSD arising from the claims asserted in the Action, with the exception of claims for cost and attorney's fees in same. The Parties shall meet and confer with respect to costs and attorneys' fees incurred in this matter. In the event that an agreement is not reached with respect to costs and attorneys' fees, such costs and attorneys' fees will be sought in the manner set forth by the California Rules of Court and the Code of Civil Procedure.

3. The Court shall retain jurisdiction for the purpose of enabling either party to this Stipulated Judgment to apply to the Court at any time for such further orders and directions as may be necessary and appropriate for the construction or carrying out of this Stipulated Judgment, and for the enforcement of, compliance with, the Stipulated Judgment.

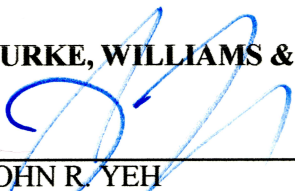
Dated: May 20, 2022

**YOUNG, MINNEY & CORR, LLP**

By: \_\_\_\_\_  
KAELA M. HAYDU  
*Attorney for Petitioner/Plaintiff,*  
YU MING CHARTER SCHOOL

Dated: May 20, 2022

**BURKE, WILLIAMS & SORENSEN, LLP**

By:  \_\_\_\_\_  
JOHN R. YEH  
*Attorney for Respondent/Defendant*  
OAKLAND UNIFIED SCHOOL DISTRICT

~~PROPOSED~~ JUDGMENT

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Good cause appearing,

IT IS ORDERED that judgment be entered in favor of Petitioner and Plaintiff, Yu Ming Charter School (“Yu Ming”), and against Respondent and Defendant, Oakland Unified School District (“OUSD”), as follows:

In the event that the Alameda County Office of Education (“ACOE”) approves a Memorandum of Understanding (“MOU”) on Yu Ming’s facility by May 24, 2022, OUSD is required to issue a Proposition 39-compliant Final Offer no later than June 22, 2022. In the event that ACOE does not approve an MOU on Yu Ming’s facility by May 24, 2022, OUSD is required to issue a Proposition 39-compliant Final Offer to Yu Ming no later than June 8, 2022.

This Court shall retain jurisdiction for the purpose of enabling either party to this Stipulated Judgment to apply to the Court at any time for such further orders and directions as may be necessary and appropriate for the construction or carrying out of this Stipulated Judgment, and for the enforcement of, compliance with, the Stipulated Judgment.

DATED: 06/20/2022

  
\_\_\_\_\_  
HON. MICHAEL M. MARKMAN  
Judge of the Superior Court  
**Michael Markman / Judge**

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b>	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	<b>FILED</b> Superior Court of California County of Alameda 06/21/2022
PLAINTIFF/PETITIONER: Yu Ming Charter School	Chad Finke, Executive Officer / Clerk of the Court By: <u><i>Dario Fisher</i></u> Deputy
DEFENDANT/RESPONDENT: Oakland Unified School District	D. Fisher
<b>CERTIFICATE OF MAILING</b>	CASE NUMBER: 22CV009354

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

John Yeh  
444 S FLOWER ST STE 2400  
LOS ANGELES, CA 90071

Kaela M. Haydu  
Young, Minney & Corr, LLP  
655 University Ave  
Ste 150  
Sacramento, CA 95825

Chad Finke, Executive Officer / Clerk of the Court

Dated: 06/21/2022

By:

*Dario Fisher*

D. Fisher, Deputy Clerk

**CERTIFICATE OF MAILING**

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**PROOF OF SERVICE**

I, Heather L. Hong, declare:

I am a citizen of the United States and employed in Santa Clara County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 60 South Market Street, Suite 1000, San Jose, California 95113-2336. On June 21, 2022, I served a copy of the within document(s):

**NOTICE OF ENTRY OF JUDGMENT OR ORDER – STIPULATED JUDGMENT**

- by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at San Jose, California addressed as set forth below.
- by placing the document(s) listed above in a sealed \_\_\_\_\_ envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Delivery Service agent for delivery.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- by transmitting via my electronic service address (hhong@bwslaw.com) the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

Paul C. Minney  
 Sarah J. Kollman  
 Kaela M. Haydu  
 YOUNG, MINNEY & CORR, LLP  
 655 University Avenue, Suite 150  
 Sacramento, CA 95825  
 Phone: (916) 646-1400  
 Email: [Pminney@mycharterlaw.com](mailto:Pminney@mycharterlaw.com)  
 Email: [skollman@mycharterlaw.com](mailto:skollman@mycharterlaw.com)  
 Email: [khaydu@mycharterlaw.com](mailto:khaydu@mycharterlaw.com)  
 Email: [YMCLitigationSupport@mycharterlaw.com](mailto:YMCLitigationSupport@mycharterlaw.com)

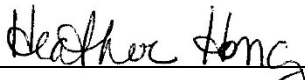
I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on

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motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 21, 2022, at San Jose, California.

  
\_\_\_\_\_  
Heather L. Hong

SJ - San Jose #4866-6389-5326 v1  
05875-0002