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16 *Attorneys for Plaintiffs,*
 17 OLENA REYES, et al.

18 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
 19 COUNTY OF SACRAMENTO

20 OLENA REYES (by and through her Guardian
 21 Ad Litem, Samantha Gomez); SANTINO
 22 REYES (by and through his Guardian Ad Litem,
 23 Samantha Gomez); ANIYAH BLU LASTER (by
 24 and through her Guardian Ad Litem, Christina
 25 Laster); DANIEL LASTER (by and through his
 26 Guardian Ad Litem, Christina Laster); KHALEB
 27 JEREMIAH GROVES (by and through his
 28 Guardian Ad Litem, Christina Laster); WYATT
 ROLLEFSON (by and through his Guardian Ad
 Litem, Casey Rollefson); ELIJAH ECHEVERRI
 (by and through his Guardian Ad Litem, Roxanne
 Echeverri); THERESE PICAZO (by and through
 her Guardian Ad Litem, Berenice Picazo);
 ANDREW MILLAR (by and through his
 Guardian Ad Litem, Jen Millar); ALEXIS
 DEVAULT (by and through her Guardian Ad
 Litem Karen DeVault); LUCAS BARRAZA (by
 and through his Guardian Ad Litem, Chelsey
 Barraza); BRONSON WICKERS (by and
 through his Guardian Ad Litem, Bianca
 Wickers); PERRY WICKERS (by and through
 her Guardian Ad Litem, Bianca Wickers); THE
 CLASSICAL ACADEMY, INC. (a Non-Profit
 Corporation); COASTAL ACADEMY
 CHARTER SCHOOL INC. (a Non-Profit
 Corporation); RIVER SPRINGS CHARTER
 SCHOOL, INC. (a Non-Profit Corporation);

) CASE NO.:
)
) **CLASS ACTION**
) **VERIFIED PETITION FOR WRIT**
) **OF MANDATE (CCP §1085) AND**
) **VERIFIED CLASS ACTION**
) **COMPLAINT FOR**
) **DECLARATORY AND**
) **INJUNCTIVE RELIEF**
) **(CCP §526(a), CCP §1060)**

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EMPIRE SPRINGS CHARTER SCHOOL (a)
Non-Profit Corporation); THE LEARNING)
CHOICE ACADEMY (a Non-Profit)
Corporation),)

Petitioners/Plaintiffs,)

v.)

STATE OF CALIFORNIA; GAVIN NEWSOM)
(in his official capacity as Governor of the State)
of California); TONY THURMOND (in his)
official capacity as the State Superintendent of)
Public Education); BETTY YEE (in her official)
capacity as the State Controller); and)
CALIFORNIA DEPARTMENT OF)
EDUCATION (an agency of the State of)
California),)

Respondents/Defendants.)

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1 Plaintiffs Olena Reyes, Santino Reyes, Aniyah Blu Laster, Daniel Laster, Khaleb Jeremiah
2 Groves, Wyatt Rollefson, Elijah Echeverri, Therese Picazo, Andrew Millar, Alexis DeVault, Lucas
3 Barraza, Bronson Wickers, Perry Wickers, The Classical Academy, Inc., Coastal Academy Charter
4 School, Inc., River Springs Charter School, Inc., Empire Springs Charter School, and The Learning
5 Choice Academy, (each of the foregoing entities, on behalf of themselves and the charter schools they
6 operate) and the putative class described below, petition the Court to issue a writ of mandate,
7 declaratory relief, and other relief as requested herein:

8 I. PRELIMINARY STATEMENT

9 1. This case is brought by public school students and public charter schools, on behalf of
10 themselves and a class of similarly situated public charter schools, to ensure that the State keeps its
11 promises to the hundreds of public charter schools under contract with the State. These public schools
12 are responsible for educating thousands of the State’s public school students according to a
13 longstanding bargain: that each year, in exchange for enrolling the State’s public school students up to
14 their capacity and providing the State’s public school students with a quality education, the State will,
15 in turn, fund each enrolled public school student’s education at their public charter school of choice.

16 2. *Yet, this school year, in the middle of a global pandemic, as public school classrooms*
17 *in many counties remain shuttered across the State, the State’s leaders had the audacity to break*
18 *that promise by enacting and amending Education Code Sections 43502 and 43505 (SB 98 and SB*
19 *820) - laws that specifically defund the educations of public school students newly enrolling in*
20 *public charter schools that specialize in providing at-home/remote or hybrid learning*, known as
21 “non-classroom based” charter schools, i.e., the School Plaintiffs in this action.

22 3. These laws (the “Student Defunding Law”) mark a seismic departure from the basic
23 bargain under which public charter schools, including non-classroom-based charter schools, have
24 always operated with the State: that education funding follows the student to the public school *the*
25 *student chooses to attend*, so that *the student’s new public school of choice* has the financial resources
26 necessary to serve that student per the terms of the school’s charter. Instead, under the Student
27 Defunding Law, students’ education funding remains at the public school that they depart – thus
28 rewarding public school districts for not serving students they have failed to adequately serve.

1 4. And, it gets worse. At the same time the State is defunding students’ educations at
2 growing non-classroom-based charter schools, when students need their schools’ support the most, the
3 State is deferring 36% of their revenue into the next fiscal year – many months after their schools need
4 those funds to educate their students. So, for the 195,000 students attending the more than 300 non-
5 classroom-based schools, they will experience harm from multiple directions as their schools will have
6 no choice but to spend less on their educations going forward. After all, because these charter schools
7 must both educate unfunded students and incur significant borrowing costs to continue operating
8 during revenue deferrals, charter schools will have less money to spend on actually serving students,
9 money that would normally be spent on hiring teachers and resource specialists, buying laptops and
10 textbooks, professional development for teachers, and student support services.

11 5. Beyond the harm to existing students, by denying funding for new students at non-
12 classroom-based charter schools, the Student Defunding Law and revenue deferrals also, in effect,
13 restricts student mobility between public schools and keeps students captive at the very public schools
14 that are failing them. Because when the State does not uphold its obligation to provide funding for
15 each student, non-classroom-based schools cannot uphold their end of the bargain, either, by hiring
16 teachers, buying materials, paying for facility costs, and enrolling students. And so, as is the case now,
17 thousands of students are stuck on waitlists for non-classroom-based schools, hopeful that the State
18 will fund their educations, too, so that they may be given a seat at a quality public school of their
19 choice.

20 6. Waitlisting caused by the Student Defunding Law is also creating appalling situations
21 where children are unable to enroll in the same public school as their siblings, resulting in severe
22 disparities in access to education within the very same family. Plaintiff Olena Reyes is five-years old,
23 and like her brother Santino, she is on the autism spectrum and stands to greatly benefit from the
24 personalized learning programs offered by non-classroom-based schools. But unlike her brother, who
25 is enrolled at such a school, Olena is waitlisted at that same school because of the Student Defunding
26 Law. And so, in her foundational kindergarten year, the State is preventing Olena from accessing the
27 same critical education resources and support as her brother, who sits across from her at the kitchen
28 table every day.

1 7. Non-classroom-based charter schools *are* public schools, and their students are entitled
2 to be fully funded, as any other students. Non-classroom-based charter schools specifically exist to
3 meet the specialized needs of thousands of public school students of all races, ethnicities, abilities, and
4 socioeconomic statuses for whom a traditional school program is not feasible, e.g., attendance on a
5 campus Monday through Friday, from 8 am to 3 pm. Non-classroom-based charter school students
6 requiring alternative options in education include, for example, students of military families who
7 frequently move, children in hospitals or who are bedbound, students with severe disabilities affecting
8 their mobility, special education students who were not progressing in traditional school environments,
9 pregnant teens, children who work to support their families, high school dropouts, Olympic contestants
10 who need to practice their craft on fresh powder and need a later school start time, young
11 entrepreneurs, actors and actresses, child prodigies, among many others. Non-classroom-based schools
12 are accredited by independent accrediting bodies, just as classroom-based schools. Students learn
13 according to the same State standards as classroom-based schools and are taught by educators
14 authorized to teach by the California Commission on Teacher Credentialing. *In many cases, non-*
15 *classroom-based schools like the Plaintiffs' Schools even have physical campuses and resource*
16 *centers so that students can participate in in-person learning and engage with their teachers and*
17 *peers, like at a traditional public school.*

18 8. Yet, despite the frequent talking points of educational equity by the State's leaders for all
19 students, instead of supporting students' choices to enroll in the public schools that will serve their
20 needs best, the Student Defunding Law places roadblocks in the paths of students who need these
21 options in education the most and who need them now: students like the Plaintiffs in this action,
22 Santino and Daniel and Alexis, students of color, students in poverty, disabled students, and others. By
23 precluding these students' public school funding from following them to the public charter schools in
24 which they choose to enroll, the State and its leaders are standing in the way of students who seek to
25 obtain a quality public education during these challenging times. And in doing so, by defunding these
26 students, the State breaches its contractual and statutory obligations to the charter schools that exist for
27 the very purpose of serving the State's students.

28 ///

1 9. To be sure, under California’s Constitution, the State is itself obligated to provide a
2 public education to all California children on equitable terms – pandemic or not – and non-classroom-
3 based charter schools have long provided an important public school option for students and families in
4 California on behalf of the State. Although for much of California’s history, public education has been
5 provided by the State through its political subdivisions, school districts, in 1992, the California
6 Legislature created another option in public education for its students – public charter schools. Under
7 the Charter Schools Act (the “CSA”), the State invited non-profit corporations led by parents,
8 educators, and community members to fulfill the State’s constitutional responsibilities to educate all
9 students by “establish[ing] and maintain[ing] [charter] schools that operate independently from the
10 existing school district structure,” in order to, among other things, “[i]mprove pupil learning,”
11 “[i]ncrease learning opportunities for all pupils,” “[e]ncourage the use of different and innovative
12 teaching methods,” “[p]rovide parents and pupils with expanded choices,” and “[p]rovide vigorous
13 competition within the public school system.” The CSA provides that for non-profit organizations that
14 agree to fulfill these obligations, thus fulfilling the State’s own constitutional obligation to educate its
15 students, in return:

- 16 • “Charter schools shall be entitled to full and fair funding,” (Education Code
17 Section 47615);
- 18 • “[E]ach charter school [shall] be provided with operational funding that is equal to
19 the total funding that would be available to a similar school district serving a
20 similar pupil population,” (Education Code Section 47630); and
- 21 • The State will “annually calculate a local control funding formula grant for each .
22 . . charter school in the state,” and certify funding to public schools using “local
23 control funding formula rates . . . multiplied by . . . the total current year average
24 daily attendance.” (Education Code Section 42238.02).

25 It is this essential bargain and exchange of consideration upon which non-profit organizations and their
26 leaders have shed blood, sweat, and tears against the long hours, big risks, and large expenses of
27 human and financial capital to build some of the State’s best and most innovative public schools, and

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1 to help ensure that as many of the State’s public school students as possible have access to a quality
2 public education.

3 10. The School Plaintiffs in this case are such non-profit operators of non-classroom-based
4 charter schools that answered the State’s call over the last few decades – and they have done exactly
5 what the State asked of them under the CSA: they pioneered and grew the personalized education
6 movement in California, an innovative approach to schooling in which every student, of every
7 background, and every level of ability, is able to receive a high quality, free, public education designed
8 to meet each student’s individual needs and interests and learning objectives, through one-on-one
9 support and guidance from a certificated teacher, at their own pace, and *in their home (or other*
10 *location), or at a hybrid of home and school*. These non-classroom-based public schools utilize
11 California academic standards-aligned curriculum and instructional methods that are conducive to
12 remote learning. Their programs are rigorous, engaging, and high in accountability for student
13 progress. In fact, such non-classroom-based schools only receive funding from the State for students
14 who actually do the work – by affirmatively demonstrating that student work product is equivalent in
15 time value to that of a student attending a classroom-based school.

16 11. *Unsurprisingly, the School Plaintiffs in this case were in high demand well before the*
17 *current pandemic because they are expert in remote personalized learning* - a model they have
18 continued to perfect over time. For years, the School Plaintiffs have grown and enrolled all students
19 who wish to attend up to their capacity because in exchange, the State has always funded each student
20 as required under the contractual and statutory relationship between the State and the School Plaintiffs.
21 Unlike most public schools, when the pandemic shut schools down, the School Plaintiffs continued
22 serving their students as before without skipping a beat, including many students who had enrolled in
23 nonclassroom-based programs prior to and irrespective of the pandemic. Months before SB 98 and SB
24 820 were even under consideration, in the spring of 2020, non-classroom-based schools like the School
25 Plaintiffs enrolled and welcomed new students with open arms, as they had always done pursuant to
26 their contractual and statutory relationship with the State.

27 12. But instead of respecting California families’ eminently reasonable decision to enroll
28 their children in quality non-classroom-based charter schools like the School Plaintiffs, the State

1 enacted draconian laws over the summer that violated the State’s contractual agreement to charter
2 schools and undermined parents’ choices. ***Through SB 98 and SB 820, the State decided that it***
3 ***would not fund any student growth at non-classroom-based charter schools in 2020-21, as measured***
4 ***by average attendance levels as it existed six months ago on February 29, 2020, .*** As a result, in the
5 2020-21 school year, these charter schools’ budgets are now under significant stress and their long-
6 term viability is under threat, because they will not be funded by the State for any newly enrolled
7 students in excess of their February 29 enrollment levels - even as these charter schools are still
8 responsible for educating all of their students this year, funded or not.

9 13. The Plaintiff Schools are doing the best they can to educate as many students as they can
10 this year, unfunded or not, but their academic programs will be compromised in the 2020-21 school
11 year, as their schools are forced to make programmatic cuts to accommodate more students with
12 funding apportioned to serve far fewer students – the number of students enrolled as of February 29,
13 2020. Now, at non-classroom-based charter schools like the School Plaintiffs, funding intended to
14 serve a single student must instead be stretched to meet the needs of multiple students. And sadly,
15 while the School Plaintiffs are doing their best to serve more students with less, so long as the Student
16 Defunding Law persists, thousands of students hoping for the chance at a quality public education will
17 remain waitlisted to enroll in the School Plaintiffs and other non-classroom-based schools – because
18 many non-classroom based charter schools have had to freeze further enrollment after the Student
19 Defunding Law was passed on June 28, 2020. These waitlisted students are, in many cases, being
20 woefully underserved at their current public schools and are stuck there, all because the State is
21 shirking its obligation to allow students’ educational funding to follow them to non-classroom-based
22 schools in which they would like to enroll.

23 14. Relief is therefore urgently needed to ensure that non-classroom-based charter schools
24 like the Plaintiffs can serve students up to their capacities and can remain financially viable through
25 their charter terms. The stakes could not be more important for enrolled and waitlisted students. After
26 all, as the worst global pandemic since 1918 continues to disrupt normal life in California, and will do
27 so for the foreseeable future, thousands of students in California are indeed being left behind and let
28 down by the their local public schools that have closed their classrooms – schools that students are

1 assigned to attend not through choice, but by the zip code their parents can afford. These public
2 schools are failing to engage their students in remote learning and provide them with the basic public
3 education to which they are constitutionally entitled. Many public school districts lack the institutional
4 knowledge and capacity to deliver high quality remote learning to thousands of students at the same
5 time, much less remote learning that is engaging, rigorous, and based on a curriculum appropriate for
6 remote learning. Students are not showing up – and often they cannot, because they lack the necessary
7 devices, internet connectivity, and technology support, and their public schools are unable to or have
8 not addressed those gaps. And to make matters worse, some public school workforces in the State
9 cannot even agree on how many *minutes* they should be serving their students remotely each day. It
10 does not have to be this way for California’s students - they deserve much better, and the School
11 Plaintiffs prove that *much better* is within reach, so long as the State upholds its end of the bargain.

12 15. Ironically and sadly, while students attending non-classroom-based schools with growing
13 enrollment are being defunded, the State has chosen to fund public schools experiencing declining
14 enrollment for the “phantom students” who actually left their rosters – many of them the same public
15 schools that are struggling to deliver distance learning. That is, in the 2020-21 school year, the State
16 will pay public schools for all of the students from the 2019-20 school year who are not actually
17 attending those schools anymore, but it has decided that it will not pay public schools like the School
18 Plaintiffs for all of the students who they are actually serving and willing to serve in the 2020-21
19 school year. With legislative decisions like these, it indeed begs the question – who is California’s
20 education system intended to serve, the children or the adults?

21 16. To be sure, the State knows that what it is doing is wrong – morally and legally. When
22 the Governor signed SB 98 in June, effecting changes to the Education Code that defunded students at
23 growing public schools while funding phantom students at schools with declining enrollment, the
24 Governor issued a signing statement recognizing that the State’s failure to fund growth at public
25 schools was wrong, and harmful to students and families. But, when the Governor’s own Department
26 of Finance issued a “fix,” over the summer, which was enacted into law in September (SB 820), the
27 State continued to leave non-classroom-based schools and their students completely behind by

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1 defunding all non-classroom-based student growth after February 29, 2020 and into the current 2020-
2 21 school year.

3 17. Thus, as the State has promised that it will protect students against inequities created by
4 COVID-19 and claims to have done so, including through SB 820, it has done the exact opposite. In
5 defunding students' educations if they seek to change schools to a non-classroom-based charter school,
6 the State is sending a message to these students – black and brown students, low-income students,
7 special education students – that their educations do not matter. Because if they did matter to the State
8 and its leaders, they would respect and support the most vulnerable students' agency to attend the
9 public schools that will actually give them the best shot at academic growth, pandemic or not. The
10 State has stolen that agency away from students and families by repudiating its promises to public non-
11 classroom-based charter schools that it will fund the educations of all students who they enroll and
12 serve, fully and fairly, and at an equivalent level to the total funding that would be available to a
13 similar school district serving a similar pupil population.

14 18. Whatever prerogative the State might have to enact draconian laws that are harmful to its
15 own children, its plenary powers grant it no right to change the essential contractual terms that govern
16 its relationship with charter schools in the middle of their respective charter terms. The Student
17 Defunding Law necessarily upends the fundamental bargain struck between public charter school
18 operators and the State, upon which charter school operators have relied upon since 1992: that charter
19 school operators will provide a free high-quality public school education to all citizens who wish to
20 attend, and that in exchange, the State will provide annual funding on a per-student basis in line with
21 funding for public schools and students throughout the State. In reliance on the State's promises (and
22 well in advance of the State's Defunding Laws), non-classroom-based charter schools built buildings to
23 accommodate enrollment growth, took on bonds and other debt, developed infrastructure, programs,
24 and capacity, hired teachers and entered into employment agreements, signed onto long-term contracts
25 for supplies and services, and critically, enrolled thousands of students, committing to providing them
26 with the high quality education promised in their charters.

27 19. The State cannot change the foundational terms of the arrangement now, mid-charter
28 term. Like the charter schools, the State, too, is bound by the contracts it makes. And, as interested

1 parties to that contract, Plaintiffs and similarly situated class members are entitled to a determination of
2 those rights now, so that both the Plaintiffs and the Defendants can conform their behavior going
3 forward, consistent with the terms of their agreements.

4 20. To be sure, Plaintiffs understand that the COVID-19 pandemic and the related economic
5 impact have wreaked havoc on California’s budget for the 2020-21 fiscal year. But this action is not
6 about compelling *more* spending on education or compelling new or different budget appropriations at
7 all. It is the prerogative of the State to determine how to allocate funding for education, so long as that
8 funding is consistent with the contractual relationship between the State and the non-profit
9 corporations that were granted charters to operate these charter schools in California. ***The existence of***
10 ***a global pandemic and economic challenges does not suspend the State’s contractual, constitutional,***
11 ***and statutory obligations, nor charter schools’ obligations to deliver on those obligations for the***
12 ***State by educating all students who enroll in their programs.***

13 21. Plaintiffs therefore bring this Petition and Class Action Complaint in the interest of all of
14 California’s students who are attending or wish to attend non-classroom-based charter schools with
15 growing enrollment in the 2020-21 school year who will be harmed by the Student Defunding Law,
16 and all non-classroom-based charter schools that are adversely affected by the Student Defunding Law.
17 Plaintiffs seek a writ of mandate, injunctive relief, and declaratory relief determining that the Student
18 Defunding Law is contrary to the contractual and statutory obligations applicable to the State, and that
19 the State and its agents must follow the statutory funding laws and related statutes as they otherwise
20 exist – in 2020-21 and in each year thereafter.

21 II. PARTIES

22 School Plaintiffs

23 *Non-Classroom Based Schools, Generally*

24 22. Each of the School Plaintiffs are not-for-profit corporations that operate public charter
25 schools in California pursuant to Education Code section 47604, known as “independent study” or
26 “non-classroom-based” charter schools. They are authorized under Education Code Sections 47600 *et*
27 *seq.* and serve students according to the provisions of law specifically applicable to “independent
28 study” and “non-classroom-based” programs, as provided in Sections 51745 *et seq.*

1 23. As background, the “independent study” and “non-classroom-based” labels are not fully
2 descriptive of the nature of the School Plaintiffs’ programs. Students attending the School Plaintiffs
3 sometimes learn “independently,” but they are always guided by a certificated teacher, following the
4 curriculum and lessons that their teacher has selected for them, in accordance with applicable
5 California learning standards and the personalized learning plans that are created for each student.
6 Often these schools, including the School Plaintiffs, maintain school facilities for the purpose of
7 operating hybrid programs where students participate on-campus for a portion of their school day.

8 24. Non-classroom-based charter schools are required to maintain a 1:25 teacher to student
9 ratio, (Education Code Section 51745.6), and at all times, students’ independent study programs must
10 be “coordinated, evaluated, and . . . under the general supervision of an employee of the . . . charter
11 school . . . who possesses a valid [credential].” (Section 41747.5(a).) Unlike classroom-based
12 programs, non-classroom-based programs may only “claim apportionment credit for independent study
13 only to the extent of the time value of pupil work products, as personally judged in each instance by a
14 certificated teacher,” (*id.* at subd. (c)) that is, non-classroom-based programs can only claim funding
15 credit to the extent students’ teachers judge that they have completed work product equivalent to that
16 of a student attending a classroom-based program.

17 25. But, unlike a traditional “classroom-based” school where a teacher typically delivers the
18 same lessons throughout the year to the same group of students, a “non-classroom-based” or
19 “independent study” school is at all times personalizing learning for each student, providing each
20 student with lessons tailored to their learning styles, challenging them appropriately, at the pace and in
21 the sequence that meets the needs of each student, and on the schedule and in the physical setting that
22 is best for each student.

23 26. Non-classroom-based programs are also not strictly “at home” or “virtual” programs
24 either. While many students do engage in learning from their homes, in many cases, students attend
25 their school’s campus on multiple days each week to participate in classes, workshops, labs, projects,
26 extracurricular activities, to meet with their teachers, receive additional support, and engage with their
27 peers. The amount of time that any students spends on campus will vary, based on their personalized
28 program, learning objectives, preferences, and circumstances. Many non-classroom-based schools like

1 the Plaintiff Schools have made significant investment in developing school facilities to meet the needs
2 of growing their student populations and are responsible for servicing large debt obligations for those
3 facilities - including onerous bond covenant terms.

4 27. Aside from the academic benefits of personalized learning, the flexibility afforded by the
5 non-classroom-based model in terms of scheduling and location is also essential for many students and
6 families. For a variety of reasons, students may not be able to attend a school classroom on a typical
7 Monday through Friday schedule and may need to learn at home or another location because, for
8 example:

- 9 • A student has a severe physical disability that impacts their mobility and ability to attend
10 a physical schoolsite;
- 11 • A student has a learning disability that indicates one-on-one personalized learning;
- 12 • A student is hospitalized for an extended period of time;
- 13 • A student has a medical condition, such as a compromised immune system, that
14 precludes in-person interaction with other students;
- 15 • A student suffers from severe anxieties or phobias that precludes in-person learning;
- 16 • A student was repeatedly bullied while attending classroom-based programs;
- 17 • A student is a gifted artist or athlete and their schedule for those activities is
18 incompatible with a traditional school schedule;
- 19 • A student's stay-at-home parent wishes to take an active role in their child's education;
- 20 • A student is academically talented and wishes to accelerate their education at a rate faster
21 than what may be accommodated in a classroom-based program;
- 22 • A student wishes to pursue a dual-enrollment program in high school, i.e., taking college
23 classes while earning their high school diploma; or
- 24 • A student wishes to engage in a workforce development program or vocational training
25 or an apprenticeship while earning a high school diploma at their pace.
- 26 • A student whose parents work in the evenings or weekends as nurses, police officers, or
27 firefighters, and prefer to engage in school work during those times as well, so they can
28 spend time with their families during the weekdays.

1 In sum, non-classroom-based programs are meeting student needs and circumstances that are not
2 always readily met by classroom-based schools. They provide an alternative in public education that is
3 designed to meet their individual needs.

4 28. Based on their work over the course of several decades, the School Plaintiffs are highly
5 experienced in the delivery of high quality remote learning, i.e., how to educate students when they are
6 not in a classroom setting, and do so with the highest standards and accountability. Although they
7 serve students differently from classroom-based programs, their expenses to operate are similar: they
8 are required to employ certificated teachers in greater numbers than what is required of classroom-
9 based programs, they have significant curriculum and technology costs related to their personalized
10 model, they have facilities expenses and bond debt, and they also incur every other category of expense
11 that any other public school would be expected to have as necessary to serve students well, including
12 public employee retirement benefit program obligations (PERS and STRS). Non-classroom-based
13 charter schools are complete schools in their own right.

14 29. The School Plaintiffs in this case are as follows:

15 **The Classical Academies**

16 30. Plaintiff The Classical Academy, Inc. and Coastal Academy Charter School, Inc.
17 (together “The Classical Academies”) are non-profit public benefit corporations organized under the
18 laws of the State of California, existing since May 18, 1999 and May 19, 2003, respectively. As
19 authorized by Education Code Section 47604(a) and Section 47605, and as stated in their articles of
20 incorporation, their corporate purposes, respectively, are to “manage, operate, guide, direct, support
21 and hold charters or contracts for one or more public charter schools.”

22 31. Over the past twenty years, The Classical Academies has launched and operated, and
23 continues to operate, seven school programs through its four authorized charter schools within San
24 Diego County, California, as follows:

25 ///
26 ///
27 ///
28 ///

<u>Charter</u>	<u>School Name(s)</u>	<u>Date First Authorized</u>	<u>Date Last Renewed</u>
#1	The Classical Academy (TK-8) Classical Academy Middle School (7-8)	April 1999	2018
#2	Coastal Academy (TK-8) Coastal Academy High (9-12)	August 2003	March 13, 2018
#3	Classical Academy High School (9-12) Classical Academy Online (9-12)	November 2006	2019
#4	Classical Academy, Vista (TK-8)	July 2018	[new charter school]

32. As of February 29, 2020, the Classical Academies had 4,691 students enrolled in their programs, combined. As of September 2020, the Classical Academies now has 5,845 students enrolled in their programs. Due to the Student Defunding Law, which caps funding at pre-February 29 attendance levels, the Classical Academies will have more than one thousand students they are responsible for educating during the 2020-21 school year, who the State will not fund.

33. The mission of The Classical Academies is to “partner with parents to inspire each student to think critically, communicate effectively, and achieve excellence by providing academic choice,” and their purpose is to “[p]artner with parents to inspire and educate students.” The Classical Academies’ public charter schools offer a flexible, personalized educational environment that blends the best of independent study and the traditional classroom experience. Options range from in-seat to independent study programs. These hybrid programs are uniquely designed to encourage students to explore their interests, accommodate their learning style, and reach their maximum potential by becoming thinkers, communicators, and achievers.

34. The Classical Academies charter schools are consistently high performers, as recognized by numerous awards and accolades, including awards by U.S. News and World Report (“Americas Best High Schools”) and the Washington Post (“One of Americas Most Challenging High Schools”). The Classical Academies also has a 95%+ parent satisfaction rating annually. All of its schools have received the Exemplary Independent Study Recognition Award from the California Department of Education.

1 35. As measured by the California School Dashboard, The Classical Academies’ charter
2 schools are among the best in the State. For example, The Classical Academy and the Classical
3 Academy High School earned “blue” and “green” performance indicators - the highest two levels on
4 the Dashboard, including “green” performance indicators for performance on statewide tests in English
5 Language Arts and math.

6 36. Given the successes of its personalized learning model, throughout the pandemic, The
7 Classical Academies stepped up to share their own best practices and insights with school districts and
8 other public schools seeking expertise in serving their own students remotely. For example, The
9 Classical Academies Chief Executive Officer, Cameron Curry, served on the Distance Learning
10 Taskforce with the San Diego County Office of Education and helped create a template for area
11 districts and schools to use to support students through distance learning. Mr. Curry also worked with
12 the Escondido Elementary and High School District superintendents to help coordinate the delivery of
13 educational services to students during the pandemic.

14 **River Springs Charter School and Empire Springs Charter School**

15 37. Plaintiffs River Springs Charter School, Inc. (“River Springs”) and Empire Springs
16 Charter School (“Empire Springs”) are non-profit public benefit corporations organized under the laws
17 of the State of California, existing since May 9, 2006 and May 10, 2013, respectively. As authorized
18 by Education Code Section 47604(a) and Section 47605, and as provided in their articles of
19 incorporation, their corporate purpose is to “manage, operate, guide, direct, support and promote . . .
20 public charter schools.” River Springs and Empire Springs are operated by the same not-for-profit
21 charter management network – Springs, Inc. (“Springs”).

22 38. River Springs’ charter was initially authorized in 2006 and was last renewed on May 9,
23 2018 for a five-year term through the 2023-24 school year. Empire Springs’ charter was initially
24 authorized on May 29, 2015, and was last renewed on December 11, 2019, for a five-year term through
25 the 2025-26 school year. Both River Springs and Empire Springs serve students in grades K-12.

26 39. As of February 29, 2020, River Springs had 6,810 students enrolled– which grew to
27 7,404 students by the end of August 2020, as of the start of the 2020-21 school year. Due to the
28 Student Defunding Law, River Springs will be responsible for educating nearly 600 students during the

1 2020-21 school year who the State will not fund.

2 40. As of February 29, 2020, Empire Springs had 1,290 students enrolled – which grew to
3 1,592 by the end of August 2020, as of the start of the 2020-21 school year. Due to the Student
4 Defunding Law, River Springs will have more than 200 students they are responsible for educating
5 during the 2020-21 school year, who the State will not fund.

6 41. River Springs and Empire Springs’ mission is to “empower students by fostering their
7 innate curiosity, engaging their parents, and promoting optimum learning by collaboratively
8 developing a personalized learning program for each student.” River Springs and Empire Springs
9 offers families a diverse set of program offerings, including a fully at-home model and a hybrid model
10 that combines classroom instruction with home study. River Springs operates 11 resource centers, and
11 Empire Springs operates one resource center, facilities which provide a continuum of specialized
12 services and host hybrid academy programs to all students who wish to participate in in-person
13 learning and extracurricular activities.

14 42. River Springs and Empire Springs also serve a highly diverse student population
15 reflective of the diversity of the regions it serves:

River Springs	Empire Springs
43.5% White	41.6% Hispanic/Latino
41.1% Hispanic/Latino	39.9% White
7.0% 2+ Races	7.0% 2+ Races
5.5% African American	7.6% African American
1.1% Asian	2.2% Asian
1.1% Filipino	1.1% Filipino
0.5% American Indian/Alaskan Native	0.4% American Indian/Alaskan Native
0.2% Pacific Islander	0.2% Pacific Islander
14.6% Special Education	13.1% Special Education
55.5% Socioeconomically Disadvantaged	49.1% Socioeconomically Disadvantaged

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23 43. During the spring of 2020, Springs received the “Above and Beyond Award” from the
24 National Alliance for Public Charter Schools, for outstanding service during the pandemic. River
25 Springs was one of only ten schools across the nation to receive this recognition. When the pandemic
26 hit, Springs was called upon by the Riverside County Office of Education to share its best practices
27 with them and stepped up to do so.

28 ///

1 44. To support the Springs school community and beyond, Springs’ teachers and leaders
 2 launched the Springs OPEN classroom (Online Public Education Now) for K-12 students within weeks
 3 of the national wave of school closures caused by to the pandemic. Through OPEN, Springs provided
 4 academic support to many students who were not receiving support or instruction from their own
 5 schools. With OPEN, Springs provided lesson plans and live standards-based instruction to students in
 6 California and across the country. More than 6,000 students and parents logged in to access these
 7 grade-level specific lesson plans, materials, activities, and resources.

8 **The Learning Choice Academy**

9 45. Plaintiff The Learning Choice Academy is a non-profit public benefit corporation
 10 organized under the laws of the State of California, existing since June 10, 2004. As authorized by
 11 Education Code Section 47604(a) and Section 47605, and as provided in its articles of incorporation,
 12 its corporate purpose is to “manage, operate, guide, direct, and promote one or more California public
 13 charter schools.”

14 46. For more than fifteen years, The Learning Choice Academy has served students in
 15 grades K-12, and currently, across three charter schools in San Diego County:

<u>Charter School</u>	<u>Date First Authorized</u>	<u>Date Last Renewed</u>
The Learning Choice Academy	2004	2019
The Learning Choice Academy – Chula Vista	2018	[new charter school]
The Learning Choice Academy – East County	2019	[new charter school]

16 47. As of February 29, 2020, across its three schools, The Learning Choice Academy had
 17 941 students enrolled– which grew to 1,037 students by the end of August 2020, as of the start of the
 18 2020-21 school year. Due to the Student Defunding Law, The Learning Choice Academy will be
 19 responsible for educating over 96 students during the 2020-21 school year who the State will not fund.

20 48. The Learning Choice Academy’s mission is to empower students to reach their full
 21 potential by providing choice in education within collaborative triads of parents, students, and school.
 22 Its schools serve a unique student population – students who have not been successful in the traditional
 23 school system. The Learning Choice Academy’s focus is to improve student learning, offer a safe
 24 learning environment, and provide qualified faculty and staff to our student population. This structure

1 infuses high expectations for each student and helps teachers become partners in the process of
2 transforming the lives of students.

3 49. The Learning Choice Academy offers two different modes of learning to support
4 students' needs: a home-based program and a hybrid program. The home-based program offers the
5 flexibility of homeschooling with the support and community of a school. The hybrid model blends at-
6 home learning with on-site classes that meet in small groups of students, providing both personalized
7 learning and opportunities for collaboration with peers.

8 * * *

9 50. Each of the Plaintiff Schools contracted with the State to provide public educations to the
10 State's students, during the terms of their respective charters, pursuant to the obligations articulated in
11 their charters and applicable law incorporated therein, as further described below.

12 **STUDENT PLAINTIFFS**

13 **River Springs/Empire Springs**

14 51. ***Olena (Waitlisted)***- Plaintiff Olena Reyes is a California citizen who lives in the City of
15 San Jacinto. Olena is a five-year old Latino girl on the autism spectrum and is partially non-verbal.
16 Her brother Santino is enrolled in the 7th grade at River Springs, and Olena intended to join her brother
17 at the school this year to begin kindergarten, but she is stuck on the waitlist and cannot be enrolled due
18 to the Student Defunding Law. Olena previously attended a traditional public school where she was
19 traumatized and her needs were left unmet. Olena's parents disenrolled her from that school, knowing
20 she would thrive at River Springs, based on Santino's experience. But, because the State will not fund
21 Olena's education this year, her parents are struggling to homeschool Olena. The Student Defunding
22 Law is, in effect, splitting up families and creating disparate access to education among siblings.

23 52. ***Santino (7th Grade)***- Plaintiff Santino Reyes is a California citizen who lives in the
24 City of San Jacinto. Santino is a twelve-year old Latino boy. He is enrolled in the 7th grade at River
25 Springs, a school which he has attended for six years. Santino is a special education student and an
26 English learner reclassified as fluent English proficient. Despite serious academic delays prior to
27 enrolling in River Springs, in his first year, as his mother described, "he just took off and so many of
28 his needs were met," and "he is another boy completely." When Santino grows up, he wants to do

1 “something related to the movies,” because “he loves his production classes at Springs.”

2 53. **Aniyah (9th Grade)**- Plaintiff Aniyah Blu Laster is a California citizen who lives in the
3 City of Desert Hot Springs. Aniyah is a fourteen-year old girl with mixed African American and
4 Hispanic heritage. Aniyah is in the 9th grade at River Springs – a school she has attended for three
5 years. Before attending River Springs, Aniyah was enrolled at a district public school – a learning
6 environment that threatened her health, both physically and emotionally. Aniyah’s prior school and
7 district were not willing to abide by her Section 504 Plan and offer her appropriate accommodations.
8 Aniyah was disciplined at her prior school for being gifted and talented instead of growing her talents.
9 Aniyah is now thriving at River Springs because, in her mother’s words, it “has many programs
10 designed to foster mastery and growth in the areas of Aniyah’s giftedness. Springs is more hands-on
11 when it comes to ensuring that students and families thrive and Aniyah has never felt emotional
12 distress or physically exhausted while attending Springs. Immediate threats to her life and livelihood
13 are no longer a factor. She feels like an active participant in her education and not like a helpless
14 onlooker.” When Aniyah grows up, she wants to be an “extreme field zoologist/wildlife biologist.”
15 Aniyah’s academic successes at River Springs include, writing and publishing a poem, being
16 recognized as “student of the month,” placement on the honor roll, and science fair and art projects.

17 54. **Daniel (4th Grade)**- Plaintiff Daniel Laster is a California citizen who lives in the City
18 of Desert Hot Springs. Daniel is a nine-year old boy with mixed African-American and Latino heritage.
19 Daniel first attended River Springs in February 2020, and is now in the 4th grade. Daniel’s mother
20 enrolled him at River Springs due to trauma Daniel suffered at his local public school because of
21 stigmas related to his disability. Daniel now loves his school. In a short amount of time, since
22 attending River Springs, Daniel is now performing at grade level in English Language Arts. When
23 Daniel grows up, he wants to be a scientist.

24 55. **Khaleb (4th Grade)**- Plaintiff Khaleb Jeremiah Groves is a California citizen who
25 lives in the City of Menifee. Khaleb is a nine-year old African-American boy on the autism spectrum.
26 Khaleb is a new student at River Springs this year and is enrolled in the 4th grade. Khaleb left his prior
27 public school to attend River Springs because, in the words of his grandmother, “the school and district
28 he was in for K-3 continued to fail him and did not provide the adequate education he

1 needed.” Khaleb is thriving at River Springs because River Springs is better equipped to educate
 2 students and accommodate their individual needs as students.

3 56. **Wyatt (6th Grade)**- Plaintiff Wyatt Rollefson is a California citizen who lives in the
 4 City of Riverside. Wyatt is a twelve-year old boy. Wyatt is currently enrolled in the 6th grade at River
 5 Springs – a school that he has attended for four years. Wyatt’s family decided to enroll him at River
 6 Springs because of the success of Wyatt’s older brother, who graduated from the program, and was
 7 very successful, despite challenges with ADD. Wyatt and his parents appreciate the extra help that
 8 River Springs’ teachers offer students, as well as the excellent curriculum.

9 **The Learning Choice Academy**

10 57. **Elijah (8th Grade)** – Plaintiff Elijah Echeverri is a California citizen who resides in the
 11 City of San Diego. Elijah is a twelve year-old Hispanic boy. Elijah is currently enrolled in the 4th grade
 12 at The Learning Choice Academy East County (La Mesa). Elijah’s parents chose to enroll all of their
 13 children at the school following a traumatizing incident that their oldest son experienced at a public
 14 district school in which another student threatened him by putting a hack saw to his neck. Elijah and
 15 his siblings have always felt safe at The Learning Choice Academy. Elijah's favorite thing about The
 16 Learning Choice Academy is that while the school encourages students’ independence, staff goes
 17 above and beyond to provide support to students. Elijah has always received “Star Jaguar” school
 18 awards throughout his education, has mentored his peers at the school, loves social studies classes, and
 19 enjoys playing the guitar. When Elijah grows up, he plans to attend UC San Diego, earn his medical
 20 degree, and work in the field of radiology.

21 58. **Therese (4th Grade)** – Plaintiff Therese Picazo is a California citizen who resides in the
 22 City of San Diego. Therese is a nine year-old girl. Therese is currently enrolled in the 4th grade at The
 23 Learning Choice Academy East County (La Mesa), a school which she has attended for more than
 24 three years. Therese’s family decided to enroll her in The Learning Choice Academy because, in the
 25 words of her parents, the school “offered the best option for our daughters' educational needs” and they
 26 appreciated the school’s “zero tolerance for bullying,” its “loving and caring teachers,” and its
 27 “nurturing school environment.” Before attending The Learning Choice Academy, Therese attended a
 28 local public school where she was traumatized by bullying, which her prior school failed to address.

1 Therese is now thriving at school. When Therese grows up, she wants to become a doctor and build
2 hospitals in the developing world.

3 ***The Classical Academy/Coastal Academy***

4 59. ***Andrew (3rd Grade)*** - Plaintiff Andrew Millar is a California citizen who lives in the
5 City of Poway. Andrew is an 8-year-old boy. He is enrolled in the 3rd grade at The Classical Academy,
6 a school which he is attending this year for the first time. Andrew has autism and has special education
7 needs. The Classical Academy supports Andrew’s individual needs and has helped him advance
8 academically. Attending a non-classroom-based school is important for Andrew and his family.
9 Andrew’s father is in the armed forces and while deployed, The Classical Academy ensures that
10 Andrew has the academic resources and stability he needs. However, as a new student at The Classical
11 Academy, Andrew’s education will not be funded this year due to the Student Defunding Law.

12 60. ***Alexis (8th Grade)*** - Plaintiff Alexis DeVault is a California citizen who lives in the
13 City of Poway. Alexis is a 13-year-old girl who receives special education services due to dyslexia.
14 She is enrolled in the 8th grade at The Classical Academy and is new to the school this school year.
15 During the COVID-19 pandemic, Alexis’ prior school shut down and moved to virtual education,
16 which was of very poor quality and, in effect, denied Alexis a public education. Alexis’ family chose to
17 attend The Classical Academy because of its strong reputation and long history of teaching students
18 remotely. Alexis is doing very well at The Classical Academy. She is provided with a high level of
19 support, even as she learns remotely. However, because of the Student Defunding Law, Alexis’
20 education will be completely unfunded in the 2020-21 school year.

21 61. ***Lucas (Waitlisted)*** – Plaintiff Lucas Barraza is a California citizen who resides in the
22 City of Oceanside. Lucas is a 3rd grade student, but is currently waitlisted at Coastal Academy. Due to
23 the COVID-19 pandemic, Lucas disenrolled from his prior school. It has been challenging for Lucas’
24 parents to homeschool Lucas on their own, and they fear he has not made adequate progress in reading
25 and writing. Lucas’ parents believe that he would thrive under the strong academic programs and
26 support offered by Coastal Academy, but due to the Student Defunding Law, Coastal Academy cannot
27 enroll him and he continues to be waitlisted.

28 62. ***Bronson (6th Grade)*** – Plaintiff Bronson Wickers is a California citizen who resides in

1 the City of San Marcos. Bronson is an 11 year-old boy. Bronson is currently enrolled at The Classical
2 Academy, a school which he is attending for the first time this year. It is important for Bronson to
3 attend a non-classroom-based school like The Classical Academy because he is an athlete (soccer) and
4 has a demanding schedule, for which he and his family is often out of town.

5 63. ***Perry (Waitlisted)***– Plaintiff Perry Wickers is a California citizen who resides in the
6 City of San Marcos. Perry is a seven year-old girl, and the sister of Plaintiff Bronson Wickers. Perry is
7 a 2nd grade student, but is currently waitlisted at The Classical Academy. Perry’s parents love The
8 Classical Academy and believe that she would thrive under the strong academic programs and support
9 offered by The Classical Academy, just like her brother. But due to the Student Defunding Law, The
10 Classical Academy cannot enroll her and she continues to be waitlisted.

11 * * *

12 64. As students within the boundaries of the State of California, the foregoing plaintiffs
13 (“Student Plaintiffs”) have a fundamental, constitutional right to a basic public education, and have an
14 interest in the proper interpretation and enforcement of the contractual and statutory relationship
15 between charter schools and the State, both as students enrolled in charter schools affected by the
16 extent of funding provided by the State, and as waitlisted students who wish to enroll in charter schools
17 but cannot due to the Student Defunding Law.

18 65. An application for the appointment of each Plaintiff Student’s parent to act as their
19 guardian ad litem in this action is being filed concurrently with this Petition.

20 **DEFENDANTS**

21 66. Defendant State of California (“the State” or “California”) is the legal and political entity
22 required by the California Constitution to maintain and oversee the system of public education in
23 California. It has plenary responsibility for educating all California public school students, including
24 the responsibility to establish and maintain the system of common schools and to ensure that the
25 fundamental right to education is afforded to all California public school students.

26 67. Defendant Gavin Newsom is the Governor of the State of California. In his official
27 capacity, the Governor is the chief executive officer of the State of California. It is his responsibility to
28 ensure that the laws of the State are properly enforced. The Governor’s principal office is located in

1 Sacramento County, and on information and belief, the Governor currently resides in Sacramento
2 County.

3 68. Defendant Tony Thurmond is the State Superintendent of Public Instruction for the State
4 of California (“SSPI”). In his official capacity, the State Superintendent is obligated to take all
5 necessary steps to ensure that funding to public schools in the State is consistent with the California
6 Constitution and State laws. The SSPI’s principal office is located in Sacramento County.

7 69. Defendant Betty Yee is the State Controller for the State of California. in her official
8 capacity, the State Controller is obligated to take all necessary steps to ensure that funding
9 apportionments to public schools in the State are disbursed in accordance with the California
10 Constitution and State laws. The State Controller’s principal office is located in Sacramento County.

11 70. Defendant California Department of Education (“CDE”) is the department of State
12 government responsible for administering and enforcing laws related to education and education
13 funding. The CDE’s principal office is located in Sacramento County.

14 71. Defendants, and those subject to their supervision, direction, and control are responsible
15 for the enforcement of the statutes challenged herein. Except where otherwise specified, the relief
16 requested in this action is sought against each Defendant, as well as against each Defendant’s officers,
17 employees, and agents, and against all persons acting in cooperation with Defendant(s), under their
18 supervision, at their direction, or under their control.

19 III. JURISDICTION AND VENUE

20 72. This case raises questions under the Constitution and statutory law of the State of
21 California, and contractual obligations of the State. Thus, this Court has jurisdiction over all of
22 Plaintiffs’ claims. This Court is authorized to issue a writ pursuant to Section 1085 et seq. of the
23 California Code of Civil Procedure, to issue declaratory relief pursuant to Section 1060 of the
24 California Code of Civil Procedure, and to grant injunctive relief pursuant to Sections 525 and 526 of
25 the California Code of Civil Procedure.

26 73. Venue is proper in this Court pursuant to section 395(a) of the California Code of Civil
27 Procedure because at least some defendants in this action reside in Sacramento County.

28

1 IV. FACTUAL ALLEGATIONS

2 A. Education is a Fundamental Right Protected by the California Constitution

3 74. The California Supreme Court has long recognized that a child’s right to an education is
4 a fundamental interest guaranteed by the California Constitution. (*Serrano v. Priest* (1971) 5 Cal.3d
5 584, 609 (“Serrano I”).) Education is “a major determinant of an individual’s chances for economic
6 and social success in our competitive society,” and “a unique influence on a child's development as a
7 citizen and his participation in political and community life.” (*Id.* at p. 605.) “[E]ducation is the lifeline
8 of both the individual and society” (*Id.* at p. 605) and serves the “distinctive and priceless function” as
9 “the bright hope for entry of the poor and oppressed into the mainstream of American society” (*Id.* at p.
10 608-09).

11 75. **[T]he right to an education today means more than access to a classroom.”** (*Serrano*
12 *I, supra*, 5 Cal.3d at p. 607). At a minimum, the right guarantees a basic level of education that
13 prepares our children to (1) compete successfully in the economic marketplace and (2) participate in
14 the social, cultural, and political activity of our society. (*Id.* at p. 605-06.)

15 76. In addition, “the State itself has broad responsibility to ensure basic educational
16 equality.” (*Butt v. State of California* (1992) 4 Cal.4th 668, 681.) “[T]he State’s responsibility for basic
17 equality in its system of common schools extends beyond the detached role of fair funder or fair
18 legislator.” (*Id.* at p. 688.) It must provide a statewide public education system “open on equal terms to
19 all.” (*Id.* at p. 680.) California students must have access to “substantially equal opportunities for
20 learning.” (*Serrano v. Priest* (1976) 18 Cal.3d 728, 747-48 (“Serrano II”).) Where “substantial
21 disparities in the quality and extent of availability of educational opportunities” persist, the State has a
22 duty to intervene and ensure “equality of treatment to all the pupils in the state.” (*Id.* at p. 747.)

23 B. California Creates the Charter School System to Fulfill its Constitutional Duty to Provide
24 Students with a Public Education

25 77. Although the California Constitution vests the State with the responsibility to provide a
26 free and equitable education to all of its citizens, it does not define the manner in which the public
27 school system is to be organized. Until the 1990s, education was generally organized and implemented
28 by the State through school districts and county offices of education. However, in 1992, the then-

1 Governor signed the Charter Schools Act (“CSA”) into law which, authorized the creation of new
2 public schools, like the School Plaintiffs, to deliver on the State’s constitutional obligation to provide a
3 free education to its young citizens – students like the Plaintiff Students.

4 78. For the first time in California’s history, the State authorized the creation of new public
5 schools under the CSA by operators seeking to innovate in providing a new option in public education
6 for students across the State. Through the CSA, it was “the intent of the Legislature . . . to provide
7 opportunities for teachers, parents, pupils, and community members to establish and maintain schools
8 that operate independently from the existing school district structure,” including to “accomplish”
9 “[i]mprove pupil learning,” “[i]ncrease learning opportunities for all pupils, with special emphasis on
10 expanded learning experiences for pupils who are identified as academically low achieving,”
11 “[p]rovide parents and pupils with expanded choices in the types of educational opportunities that are
12 available within the public school system,” and to “[p]rovide vigorous competition within the public
13 school system to stimulate continual improvements in all public schools.” (Education Code Section 1
14 47601) (emphasis added.).

15 79. Section 47604 provides that “[a] charter school may elect to . . . be operated by, a
16 nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit
17 Corporation Law.” Section 47602 placed a limit on the number of charter schools that non-profit
18 corporations that can apply to operate: 250 in the 1998-99 school year and 100 additional charter
19 school in each year thereafter. However, in giving effect to the State’s intent that non-profit entities
20 shall develop charter schools, the State provides that its local agents “reviewing petitions for the
21 establishment of charter schools . . . shall be guided by the intent of the Legislature that charter schools
22 are and should become an integral part of the California educational system *and that the establishment*
23 *of charter schools should be encouraged.*” (Education Code Section 47605(c).)

24 80. Per the CSA, charter schools may elect to operate as non-classroom-based charter
25 schools providing independent study programs, as the School Plaintiffs have done. (Education Code
26 Section 47612.5(b)).

27 _____
28 ¹ Except where stated otherwise, all statutory references in the Petition are to the California
Education Code.

1 81. The CSA confirms that like any other public school, classroom-based or non-classroom-
2 based, while operated by non-profit corporations for the State, “[c]harter schools are part of the Public
3 School System, as defined in Article IX of the California Constitution,” that “[c]harter schools are
4 under the jurisdiction of the Public School System and the exclusive control of the officers of the
5 public schools,” and that “[c]harter schools shall be entitled to full and fair funding.” (Section
6 47615(a.)) (emphasis added.) Similarly, Section 47630 provides that “each charter school be provided
7 with operational funding that is equal to the total funding that would be available to a similar school
8 district serving a similar pupil population.” The CSA further declared that “these terms are required to
9 be “liberally construed to effectuate the findings and declarations set forth. . .” (Id., subd. (b.)) In
10 other words, by enrolling and educating students in California, charter schools authorized under the
11 CSA fulfill the State’s own constitutional obligation to provide a free public education to the State’s
12 citizens – and under the compact between the State and charter schools, charter schools must be funded
13 fairly and on the basis of the size of their “pupil population.”

14 82. Indeed, students in California are entitled to choose to attend a charter school with
15 capacity to enroll new students, in exercise of their right to a free State-provided public education
16 under the California Constitution. Specifically, in creating that choice in public education, the State
17 has at all relevant times required its charter schools to affirm that they “shall admit all pupils who wish
18 to attend the charter school” as a condition of their charter allowing them to function as public schools
19 within the State. (Section 47605(e)(2)(A).)

20 83. Recent amendments to the CSA likewise affirm that charter schools have no flexibility to
21 disenroll students just because, for example, budgetary circumstances change. Under the law, “[a]
22 charter school shall not discourage a pupil from enrolling or seeking to enroll in the charter school for
23 any reason” and “[a] charter school shall not encourage a pupil currently attending the charter school to
24 disenroll from the charter school or transfer to another school for any reason.” (*Id.* at subd. (e)(4)(C).)
25 That is, charter schools may not pick and choose their students based on convenience – they must
26 welcome and educate, and continue to welcome and educate all of California’s young citizens subject
27 only to age restrictions and capacity.

28 ///

1 C. **For Nearly Fifty Years, California Has Maintained Public School Funding Laws in**
2 **Compliance with *Serrano I* and *II***

3 84. In 1971, about thirty years before the enactment of the CSA, the California Supreme
4 Court struck down the then-operative system of school financing in *Serrano I* as unconstitutional, in
5 violation of the equal protection clause of the California Constitution. That historical financing system
6 funded students' educations at their respective schools inequitably, based principally on local tax
7 revenues, with minimal supplementation by the State. It created large disparities in funding for
8 student's educations because funding on a per-pupil basis education was driven principally by the
9 relative wealth and tax base (or lack thereof) where students happened to live. As a result, schools in
10 poor areas received markedly less funding per pupil than students in wealthy areas, creating funding
11 disparities that were facially unconstitutional. (*See Serrano I, supra*, at p. 594 [“For example, in Los
12 Angeles County, where plaintiff children attend school, the Baldwin Park Unified School District
13 expended only \$577.49 to educate each of its pupils in 1968-1969; during the same year the Pasadena
14 Unified School District spent \$840.19 on every student; and the Beverly Hills Unified School District
15 paid out \$1,231.72 per child.”])

16 85. In response to *Serrano I* and *Serrano II*, the State implemented a funding scheme
17 designed to roughly equalize per pupil spending across California, subject to variables not relevant to
18 this Petition. Under the system that has existed for nearly fifty years, “funds raised by local property
19 taxes are augmented by state equalizing payments. Each school district has a base revenue limit ***that***
20 ***depends on average daily attendance***, ... and varies by size and type of district. The revenue limit for
21 a district includes the amount of property tax revenues a district can raise, with other specific local
22 revenues, coupled with an equalization payment by the state, thus bringing each district into a rough
23 equivalency of revenues.” (56 Cal.Jur.3d (2003) Schools, § 7, p. 198.) (emphasis added.)

24 86. Consistent with *Serrano I* and *Serrano II*, the school financing schemes have at all times
25 since 1970s been designed to ensure that each school of like kind receives roughly the same amount of
26 funding for each student in attendance, to the extent of their “average daily attendance” – ADA. (*See*
27 *Butt, supra*, at 691 n.17 [“In obedience to *Serrano* principles, the current system of public school
28 finance largely eliminates the ability of local districts . . . to fund current operations at a level

1 exceeding their *State-equalized revenue per average daily attendance.*”]) (emphasis added.)

2 87. For purposes of funding, ADA is roughly a measure of the students a school is serving,
3 based on student attendance rather than overall enrollment. Specifically, ADA measures the sum of
4 school days actually attended by students, divided by the number of school days in a given attendance-
5 taking period. Accordingly, if one hundred students attend every day of school for an entire year, that
6 school will receive funding for one hundred units of ADA (175 days of instruction x 100 students
7 divided by 175 days), multiplied by the equitable funding level guaranteed by the State for each student
8 or “ADA.” Thus, if fifty new students enroll in the school *in the next school year* and attend every day
9 of school for an entire year, and no students disenroll, that school will be paid for one hundred and fifty
10 units of ADA, multiplied by the funding level guaranteed by the State for each student. ADA-based
11 funding therefore is designed to fund public schools based on public schools’ obligations to serve the
12 students who are actually attending.

13 88. As a result of amendments to California’s Constitution following *Serrano I* and *II*, the
14 California Constitution likewise provides that school funding must be apportioned based on actual
15 enrollment. Section 8 of Article XVI provides that mandated school funding levels as provided in
16 Article XVI must be “adjusted for changes in enrollment” and under Section 8.5, provided “in
17 proportion to the enrollment in school districts,” that “the Controller shall each year allocate to each
18 school district . . . an equal amount per enrollment in school districts from the amount in that portion of
19 the State School Fund restricted for elementary and high school purposes.” The CSA expressly vests
20 these rights to equal funding per enrollee in public charter schools and public charter school students.
21 (*See* Section 47612(c) [“A charter school shall be deemed to be a ‘school district’ for purposes of
22 Sections 8 and 8.5 of Article XVI of the California Constitution.”]).

23 89. In 2013, California adopted the Local Control Funding Formula system – LCFF – for
24 school funding, in compliance with the constitutional requirement that funding be provided
25 commensurate with enrollment. It ensured that charter schools would be funded on par with school
26 districts, as fellow operators of public schools in California. The LCFF is implemented through
27 various sections of the Education Code, including Section 42238.02(c), which provides that each year,
28 “*the Superintendent shall annually calculate* a local control funding formula grant for each school

1 district *and charter school in the state*” which is uniform among school districts and charter schools
 2 throughout California. (emphasis added.) Specifically, charter schools are entitled to annual funding
 3 equal to the sum of the “local control funding formula rates . . . multiplied by . . . *the total current year*
 4 *average daily attendance* in the corresponding grade level ranges.” (*Id.*) (emphasis added.) Under
 5 Section 42238.05(f), “[f]or purposes of Sections 42238.02 . . . average daily attendance for a charter
 6 school *shall be the total current year average daily attendance* in the corresponding grade level
 7 ranges for the charter school.” (emphasis added.) The State Controller is ultimately responsible for
 8 making the disbursements as they are certified by the SSPI. (*See* Section 14041(a) [“The Controller
 9 shall draw warrants on the State Treasury” to the extent “certified by the Superintendent as apportioned
 10 for programs identified . . . from the State School Fund to the school districts and charter schools.”]).

11 90. LCFF funding for both school districts and charter schools is derived from base grants
 12 (that are consistent across grade level spans) and supplemental and concentration grants allocated to
 13 serve historically underserved students, e.g., socioeconomically disadvantaged students. In the 2019-
 14 20 school year, the CDE prepared the below charts² identifying the amount of each of those base grants
 15 per ADA, and supplemental and concentration LCFF funding grants,³ which on a combined basis is
 16 approximately \$10,000 per pupil in LCFF funding in the State.⁴

17 **School District and Charter School LCFF Entitlement**

18 The amounts below reflect funding levels used in the LCFF Entitlement calculations.

19 **Base Grant Funding, Education Code (EC) Section 42238.02(d)**

Grade Span	2018–19 Base Grant per ADA	2019–20 COLA (3.26%)	2019–20 Base Grant per ADA before Grade Span Adjustments	Grade Span Adjustments (K-3: 10.4% 9-12: 2.6%)	2019–20 Base Grant/ Adjusted Base Grant per ADA
K-3	\$7,459	\$243	\$7,702	\$801	\$8,503
4-6	\$7,571	\$247	\$7,818	N/A	\$7,818
7-8	\$7,796	\$254	\$8,050	N/A	\$8,050
9-12	\$9,034	\$295	\$9,329	\$243	\$9,572

26 ² <https://www.cde.ca.gov/fg/aa/pa/pa1920rates.asp>

27 ³ Under the LCFF, concentration and supplemental grants provide additional funding for public schools to serve English learners, foster youth, and economically disadvantaged students.

28 ⁴ <http://www.ebudget.ca.gov/FullBudgetSummary.pdf>

Supplemental and Concentration Grant Funding

Funding	Percentage	Grant Calculation
Supplemental Grant EC Section 42238.02(e)	20%	For each grade span: Base Grant or Adjusted Base Grant per ADA, times total funded ADA, times Unduplicated Pupil Percentage (UPP), times 20 percent.
Concentration Grant EC Section 42238.02(f)	50%	For each grade span: Base Grant or Adjusted Base Grant per ADA, times total funded ADA, times portion (if any) of UPP ² that exceeds 55 percent, times 50 percent.

91. Thus, the LCFF was designed to ensure equity in education funding throughout the State: that each public school or local education agency in the State serving similar populations of pupils will have approximately the same amount of funding to serve their students on a per pupil basis, *i.e.*, per ADA. Under this constitutional and statutory scheme, when a student moves from one school to another, their “attendance” and corresponding unit of ADA funding necessarily follows them to that new school, it can be claimed by their new school, and it can no longer be claimed by the school from which that student disenrolled.

92. This system protects taxpayers and students alike and comports with the constitutional mandates discussed above that funding apportioned by the State must be equally distributed based on actual enrollment. After all, when fifty students join a new school, that receiving school must employ more teachers to teach those students, it must build or lease more classroom space in which to teach those students, just as it must buy additional desks, computers, textbooks, science lab materials, art supplies, athletic equipment, curriculum, and every other incidental purchase and service necessary to serve each newly enrolled student throughout the academic year.

93. If funding did not adjust each year to reflect the number of students actually enrolled in each public school, then public schools with declining enrollment would have more financial resources to serve fewer students in the following year, and public schools with increasing enrollment would have fewer resources to serve more students. A public school that enrolled fifty new students would be unable to hire new teachers and to purchase the necessary equipment and supplies to serve them; consequently those new students would be required to share in the resources that were already allocated to students that were previously enrolled, based on the ADA generated by those continuing

1 students. Growth in enrollment at school districts and charter schools alike can increase for many
2 different reasons, such as enrollment of new kindergarten students, new students moving into a
3 geographic area, e.g., for economic reasons or demographic shifts or lower housing costs or changes in
4 family structures, or because parents make a decision that their children’s academic or social and
5 emotional needs will be better served at a particular school district or charter school. Funding on a per-
6 ADA basis ensures that students’ schools have the resources to serve all new enrollees so as to provide
7 them with the free public education to which they are entitled under the California Constitution.

8 94. Accordingly, whereas the LCFF provides the framework under which school districts are
9 funded, to ensure the equitable funding of students throughout the State, the State is likewise obligated
10 to ensure that all public school children, including those attending non-classroom-based charter
11 schools, are “provided with operational funding that is equal to the total funding that would be
12 available to a similar school district serving a similar pupil population,” i.e., under the LCFF as it is
13 applied from year to year.

14 **D. Charter Schools Relied on ADA-Based Funding in Opening and Operating Public Schools**
15 **for the State**

16 95. At all relevant times, under the CSA, public charter school operators like the School
17 Plaintiffs, founded by passionate educational and community leaders have been entitled to apply for
18 charters to operate public schools. Each charter school’s respective rights and obligations are set forth
19 in a written charter petition which, together with applicable statutory law, memorializes its contractual
20 arrangement with the granting agency (either a school district, county board of education or the State
21 Board of Education) which is an arm of the State. Specifically, in return for the charter petitioners’
22 promises in their charter petition, e.g., to enroll all students who wish to attend, to not charge tuition, to
23 be nonsectarian, to not discriminate on any protected basis, to “meet all statewide standards and
24 conduct the pupil assessments,” to implement a program that “enabl[es] pupils to become self-
25 motivated, competent, and lifelong learners,” to pursue academic goals aligned to the “state priorities,”
26 the State promised that during the length of each charter term, that such schools shall be part of “the
27 Public School System” and “entitled to *full and fair funding*” “equal to the total funding that would be
28 available to a similar school district serving a similar pupil population,” so that the charter school can

1 serve its students. (Sections 47615 and 47630) (emphasis added.)

2 96. The State’s promises to “full and fair funding” in line with funding throughout the State
3 have at all relevant times been articulated specifically throughout the Education Code and related
4 Regulations promulgated by the State Board of Education (“SBE”). For example, Section 47633
5 provides that charter schools must receive general purpose funding in line with school districts, and
6 apportioned on the basis of that charter school’s average daily attendance:

7 “(a) The Superintendent shall annually compute a general-purpose
8 entitlement, funded from a combination of state aid and local funds, for each
9 charter school as follows: (a) The Superintendent shall **annually compute**
10 **the statewide average amount of general-purpose funding per unit of**
11 **average daily attendance received by school districts** for each of four grade
12 level ranges: kindergarten and grades 1, 2, and 3; grades 4, 5, and 6; grades
13 7 and 8; and, grades 9 to 12, inclusive. . . .

14 (b) **The Superintendent shall multiply each of the four amounts computed**
15 **in subdivision (a) by the charter school’s average daily attendance in the**
16 **corresponding grade level ranges. The resulting figure shall be the**
17 **amount of the charter school’s general-purpose entitlement, which shall**
18 **be funded through a combination of state aid and local funds.** From funds
19 appropriated for this purpose pursuant to Section 14002, the superintendent
20 shall apportion to each charter school this amount, less local funds allocated
21 to the charter school pursuant to Section 47635 and any amount received
22 pursuant to subparagraph (B) of paragraph (3) of subdivision (e) of Section
23 36 of Article XIII of the California Constitution.”

24 (emphasis added.). (See also Section 42238.02(c) [entitling charter schools to funding equal to the sum
25 of the “local control funding formula rates . . . multiplied by . . . **the total current year average daily**
26 **attendance** in the corresponding grade level ranges.”]) (emphasis added.)

27 97. In advance of receiving funding, non-classroom-based programs in particular are
28 required to have their funding level determined by the State, i.e., the percentage of funding normally
allocated to classroom-based programs. (Section 47612.5(d)(1)). Provided that such non-classroom-
based schools spend at least 40% of their budgets on certificated employees, and 80% of their budgets
on instruction and related services, and maintain a 1:25 teacher to student ratio, they are entitled to
receive the same full funding as a classroom-based program – a 100% funding determination. (5 CCR
§ 11963.3(a)(4)). Charter schools with lower spending thresholds or higher teacher to student ratios
are entitled to receive less, on a percentage basis, to what they would otherwise receive as a classroom-
based school. These statutes and regulations ensure that non-classroom-based schools receive funding

1 commensurate with the amounts they need to operate their programs, and they also provide certainty
2 for non-classroom-based charter schools throughout their charter terms.

3 98. In reliance on the State’s promises to provide “*full and fair funding*” for each charter
4 school during their charter term “equal to the total funding that would be available to a similar school
5 district serving a similar pupil population,” and consistent with their advance funding determinations
6 by the State, charter school operators like the School Plaintiffs have incurred significant expense and
7 liability. In enrolling students, charter schools legally and financially obligate themselves to serve
8 those students according to the terms of its charter petition and applicable local, state, and federal laws
9 and regulations. For example, in reliance on promised *full and fair* funding, charter schools like the
10 School Plaintiffs lease, buy, and build classroom and school facilities, hire teachers and staff pursuant
11 to various contracts, purchase and enter into contracts to purchase furniture, equipment, curriculum,
12 books, materials and supplies and the like, enter into contracts with service providers for administrative
13 and operational services, obligate themselves to provide specialized support to special education
14 students and English learners, and take on short and long term debt to achieve their objectives and
15 obligations, among other liabilities.

16 99. As part of the bargain between charter schools and the State, the State also promised to
17 fund them on a timely basis, during the fiscal year in which students are served. Specifically,
18 Education Code Section 47650 provides that “[a] charter school shall be deemed to be a school district
19 for purposes of determining the manner in which warrants are drawn on the State School Fund
20 pursuant to Section 14041,” and Section 14041, provides, in turn, that “[t]he Controller shall draw
21 warrants on the State Treasury . . . **during the fiscal year** from the State School Fund to the . . . charter
22 schools under the jurisdiction of the county superintendent of schools,” (emphasis added) according to
23 the funding schedule provided in that section, e.g., “[w]arrants in the months of February to May,
24 inclusive, shall be for amounts equal to one-fifth of the difference between the amounts certified by the
25 Superintendent for school districts, county school service funds, and county school tuition funds as the
26 first principal apportionment and the amounts required by paragraph (2).” In all cases, again, the State
27 must ensure that “each charter school [shall] be provided with operational funding that is equal to the
28 total funding that **would be available** to a similar school district serving a similar pupil population,”

1 (emphasis added) such that even if charter schools are subject to the payment delays like school
2 districts, the State is responsible for ensuring that charter schools have funding that would “be
3 available” to a school district to meet their cash flow needs during such circumstances.

4 The State is aware of charter school operators’ reliance on the promise of *full and fair funding*, and
5 timely funding, because the State requires charter schools to articulate their educational program plans
6 over the length of the charter term in their charter petitions, including the precise elements of their
7 programs and how they will serve students. In addition, the charter petition is required to include
8 financial statements that include a proposed first-year operational budget, including startup costs, and
9 cashflow and financial projections for the first three years of operation. (See Sections 47605(h) and
10 47605.6(h)). Charter petitions, once approved, are filed with the State, and are thereafter required to
11 make various submissions regarding their finances and enrollment, past and projected, to the State and
12 to the political subdivisions of the State that the State tasked with conducting day-to-day charter school
13 oversight on its behalf, i.e., school districts and county offices of education. For example, while
14 providing for public education is a responsibility of the State, the State requires charter schools,
15 annually, to prepare and submit Local Control and Accountability Plans (“LCAP”) to the State’s
16 political subdivisions articulating their goals, actions, services, and expenditures over the coming years
17 to support positive student outcomes. The State also requires charter schools to submit numerous other
18 reports to its political subdivisions related to their finances and enrollment, historical and projected.

19 100. A charter school’s obligations under its charter petition and the law are not suspended or
20 reduced based on funding changes by the State. As a consequence of a charter operator failing to
21 perform as required under the terms of the charter and applicable law – for example, failing to enroll
22 students wishing to attend or failing to educate students as promised under the charter– a charter may
23 be revoked. (*See* Section 47607(f) [providing that a charter may be revoked where a charter school
24 “[c]ommitted a material violation of any of the conditions, standards, or procedures set forth in the
25 charter”; “[f]ailed to meet or pursue any of the pupil outcomes identified in the charter”; “[f]ailed to
26 meet generally accepted accounting principles, or engaged in fiscal mismanagement”; or “[v]iolated
27 any law.”]) Charter schools are not and have not been excused by the State from performance of all of

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1 their obligations under law and their charters when the State defunds some students altogether and
2 delays payments of State funds for remaining students to the following fiscal year.

3 101. Thus, as a matter of statute, contract, and practice, charter schools are obligated to
4 perform each year according to their charters and applicable law incorporated therein, and the State is
5 obligated to timely provide *full and fair funding* to each charter school during the fiscal year in which
6 they are serving students, consistent with funding available to school districts, so that charter schools
7 have the resources required to implement the terms of their charters and other applicable obligations.

8 **E. The State Implements the Student Defunding Law in an Omnibus Education Trailer Bill**

9 102. On June 29, 2020, *two days before the start of the 2020-21 fiscal year and well after the*
10 *enrollment of new students in the School Plaintiffs' schools*, the Governor signed SB 98 into law. SB
11 98 is a 248-page trailer bill titled as adding and amending various statutes “relating to education
12 finance, and making an appropriation therefor, to take effect immediately, bill related to the budget”
13 (the “Trailer Bill”). The Trailer Bill involved various sections of the Education Code, the Government
14 Code, the Revenue and Taxation Code, the Welfare and Institutions Code, the Budget Act of 2019, and
15 Statutes of 2020. Among other issues, the Trailer Bill provides various mandates relating to distance
16 learning and minimum instructional minutes for the 2020-21 school year (Education Code Section
17 43500 *et seq.*).

18 103. The Trailer Bill also included the Student Defunding Law, as follows:

19 “Notwithstanding Sections 41601, 42238.05 to 42238.053, inclusive, and
20 46010, **for purposes of calculating apportionments for the 2020–21**
21 **fiscal year for a local educational agency . . . the department shall use**
22 **the average daily attendance in the 2019–20 fiscal year reported for**
23 **both the second period and the annual period apportionment that**
24 **included all full school months from July 1, 2019, to February 29, 2020,**
25 **inclusive.”**

26 (Education Code Section 43502(b)) (emphasis added.) The Trailer Bill expressly extended the Student
27 Defunding Law to non-classroom-based schools:

28 “For purposes of calculating apportionments for the 2020–21 fiscal year and
for any other calculations that would be based on average daily attendance
in the 2020–21 school year, **for a nonclassroom-based charter school**
described in Section 47612.5 as of the 2019–20 fiscal year, the
department shall use the nonclassroom-based charter school’s average
daily attendance in the 2019–20 fiscal year pursuant to subdivision (b)
of Section 43502.”

1 (Section 43505(b)(1).) (emphasis added.)⁵

2 104. In sum, these provisions require that the State’s officers and agencies calculate and
3 provide LCFF apportionments to public schools in the 2020-21 school year based solely on attendance
4 captured during the 2019-20 school year as of February 29, 2020, and that actual enrollment and
5 attendance in 2020-21 shall not be relevant for funding. In effect, this means that students who are
6 new to public education in the State or choose to attend a new public school in 2020-21 with growing
7 enrollment are made to completely forfeit or forgo public funding for their education that would
8 otherwise be allocated to their school based on their enrollment in any other year. Or, for students
9 trying to enroll after the passage of SB 98, because their funding would not follow them, these students
10 are being made to remain on waitlists for charter schools like the School Plaintiffs that want to enroll
11 them, but cannot due to the lack of funding. At the same time, in the 2020-21 school year, the State
12 will be providing funding for phantom students to public schools with declining enrollment– funding
13 on account of students who disenrolled and are ostensibly attending school elsewhere.

14 105. At the time the Governor signed SB 98, his signing statement acknowledged that SB 98
15 was flawed because it did “not take into account schools that had planned expansions” and that “[b]y
16 not funding these expansions, families enrolled in those schools may be displaced, with impacts
17 exacerbated by the uncertainties caused by COVID-19.” He therefore “urge[d] members of the
18 legislature to pursue targeted solutions to these potential disruptions.” Yet, with knowledge of how SB
19 98’s Student Defunding Law unfairly impacted students, the Governor’s Department of Finance
20 proposed, and the Legislature passed, SB 820 - a bill that continues to defund students, and
21 intentionally so as to non-classroom based charter schools and the students attending them.

22 106. Under SB 820, the State elected to fund enrollment growth at classroom-based programs
23 only, and only to the extent that they had projected their growth in student enrollment prior to June 29,
24 2020. But, SB 820 expressly leaves non-classroom-based charter schools and their students and
25 prospective students behind. (See Section 43505(c)(1) [“A nonclassroom-based charter school
26 described in Section 47612.5 as of the 2019–20 second principal apportionment certification shall not

27 ⁵ The Trailer Bill also redefined “Enrollment” and “Change in Enrollment” for purposes of
28 Sections 8 and 8.5 of Article XVI of the California Constitution as 2019-2020 ADA. (Education
Code Section 43508).

1 be eligible for an apportionment calculation pursuant to subdivision (b),“i.e., funding for “planned
2 growth.”]”)

3 107. Accordingly, under SB 820, as in SB 98, non-classroom-based schools’ funding in 2020-
4 21 remains capped based on their ADA as of February 29, 2020, regardless of the number of additional
5 students they are now serving this year. (*See* Section 43505(c)(1) [“For purposes of calculating
6 apportionments for the 2020–21 fiscal year and for any other calculations that would be based on
7 average daily attendance in the 2020–21 school year, for a nonclassroom-based charter school . . . the
8 department shall use the nonclassroom-based charter school’s average daily attendance in the 2019–20
9 fiscal year pursuant to subdivision (b) of Section 43502.”]); (Section 43502(b) [“the department shall
10 use the average daily attendance in the 2019–20 fiscal year reported for both the second period and the
11 annual period apportionment that included all full school months from July 1, 2019, to February 29,
12 2020.”]”)

13 108. To be sure, at the same time, non-classroom-based schools will not be funded for the
14 new students they enrolled, they are still required to serve them this year, and incur all of the expenses
15 and labor costs associated with serving incremental students, all the same. SB 820 expressly requires
16 that non-classroom-based charter schools “shall continue to comply with all of the statutory
17 requirements in Article 5.5 (commencing with Section 51745) of Chapter 5 of Part 28 of Division 4
18 and the implementing regulations for that article,” e.g., they must to continue to maintain a 1:25
19 teacher to student ratio (Section 51745.6), maintain all appropriate independent study records for each
20 student (Section 51748), and ensure that each student is under the supervision of a certificated teacher,
21 who judges the time-value of each student’s work product (Section 51747.5).

22 109. To further compound the effects of defunding new incremental students enrolling in non-
23 classroom-based charter schools, through SB 98, the State is also deferring approximately 36% of the
24 funding the State would otherwise provide each year to non-classroom-based schools for each of the
25 payments due in the spring of 2021 (the “Deferral Provisions”) into the next fiscal year and the next
26 school year: funding due in February will be deferred to November; funding due in March will be
27 deferred to October; funding due in April will be deferred to September; funding due in May will be
28 deferred to August. (Section 14041.6(I)(1)(A)-(D).) This means that even as non-classroom-based

1 charter schools are required to serve more students with funding meant to serve less students, a
2 significant portion of that remaining insufficient revenue will also be significantly delayed into the
3 following school year – notwithstanding that non-classroom-based charter schools must continue
4 paying their teachers, vendors, facilities, electricity, water, bond payments, and every other applicable
5 expense each month during the current school year.

6 **F. The Student Defunding Law Harms Students and Impairs Non-Classroom-Based Charter**
7 **Schools’ Capacity to Serve California’s Students**

8 110. Non-classroom-based charter schools like the School Plaintiffs have been required to
9 enroll all students who apply for enrollment, subject to capacity and age limits, are legally prohibited
10 from disenrolling newly enrolled students, while at the same time, they are legally obligated to provide
11 their students a quality public education in accordance with the promises in their charters and state and
12 federal law. Public schools like the School Plaintiffs and their students are thus boxed in. Growing
13 enrollment non-classroom-based charter schools will be forced to make reductions to their programs.
14 These reductions will, without doubt, harm students, and result in these schools serving fewer students
15 in total – students who could highly benefit from the programs offered by the School Plaintiffs and
16 other non-classroom-based programs.

17 111. The research is clear that per pupil funding is correlated with academic achievement and
18 that students attending school under underfunded conditions may experience harm to their academic,
19 social, and emotional development and progress. For example, a 2017 study by the Learning Policy
20 Institute concluded that the extent of spending has a direct impact on school quality and student
21 outcomes⁶:

22 “Does money matter? Yes. On average, aggregate per-pupil spending is
23 positively associated with improved student outcomes. The size of this
24 effect is larger in some studies than in others, and, in some cases, additional
25 funding appears to matter more for some students than for others—in
26 particular students from low-income families who have access to fewer
resources outside of school. Clearly, money must be spent wisely to yield
benefits. But, on balance, in direct tests of the relationship between financial
resources and student outcomes, money matters. . . .

27 _____
28 ⁶ https://learningpolicyinstitute.org/sites/default/files/product-files/How_Money_Matters_REPORT.pdf

1 Do schooling resources that cost money matter? Yes. Schooling resources
2 that cost money are positively associated with student outcomes. These
3 include smaller class sizes, additional instructional supports, early
4 childhood programs, and more competitive teacher compensation
5 (permitting schools and districts to recruit and retain a higher quality teacher
6 workforce). Again, in some cases, these resources matter more for some
7 students and in some contexts. On the whole, however, educational
8 resources that cost money benefit students, and there is scarce evidence that
9 one can gain stronger outcomes without these resources.

10 112. Research has also long shown that limited or no participation in educational activities
11 over a period of months has a profoundly negative impact on students' academic progress. For
12 example, a study conducted by the Northwest Evaluators Association shows that "summer learning
13 loss was observed in math and reading across third to eighth grade, with students losing a greater
14 proportion of their school year gains each year as they grow older – *anywhere from 20 to 50*
15 *percent.*"⁷ (emphasis added.)

16 113. Similarly, research regarding the impact of COVID-19 on student achievement indicates
17 that the prolonged loss of consistent and quality education stands to create long term negative effects
18 on students' academic progress and outcomes. According to a study by McKinsey & Co., the average
19 learning loss due to the pandemic is estimated to be seven months, with black students falling behind
20 by 10.3 months, Hispanic students falling behind by 9.2 months, and low-income students falling
21 behind by more than a year⁸. The study also estimates that these learning losses will exacerbate the
22 existing achievement gaps by 15 to 20 percent and increase high-school drop-out rates.

23 114. Although the School Plaintiffs have educated their students through high quality
24 programs for years, in the case of new students who were let down by the distance learning programs at
25 their prior public schools of attendance, non-classroom-based charter schools will have much work to
26 do to address learning losses that these students experienced during the COVID-19 pandemic.
27 Defunding students' educations through the Student Defunding Law will exacerbate learning loss for
28 the new students and for students who are waitlisted, on top of learning loss already created by the
29 COVID-19 pandemic and the 2020 summer break. As non-classroom-based schools do everything

⁷<https://www.nwea.org/blog/2018/summer-learning-loss-what-we-know-what-were-learning/>

⁸ <https://www.mckinsey.com/industries/public-sector/our-insights/covid-19-and-student-learning-in-the-united-states-the-hurt-could-last-a-lifetime>

1 they can to deliver personalized learning to their students and fulfill the obligations and duties under
2 their charter, their effectiveness at serving students is undermined when students are defunded, and
3 resources to address students’ needs become more scarce.

4 115. Because the Student Defunding Law is inconsistent with the terms of the contractual
5 relationship between non-classroom-based charter schools and the State as well as inconsistent with the
6 funding statutes, and unconstitutional on the grounds that it violates the contracts clause of the
7 California Constitution, Sections 8 and 8.5 of Article XVI of the California Constitution, and due
8 process rights of the non-profit corporations operating charter schools, Defendants have a legal duty to
9 enforce and implement the law as it otherwise exists. That is, Defendants must certify and disburse
10 funding apportionments to School Plaintiffs consistent with Section 42238.02(c), without regard to the
11 Student Defunding Law (fund them based on “total current year average daily attendance”), provide
12 non-classroom-based charter schools with “full and fair funding,” consistent with Section 47615,
13 ensure that “each charter school [shall] be provided with operational funding that is equal to the total
14 funding that would be available to a similar school district serving a similar pupil population,”
15 consistent with Section 47630, and ensure that such funding is provided during each fiscal year, and
16 scheduled, pursuant to Sections 47650 and 14041.

17 **V. CLASS ACTION ALLEGATIONS**

18 Pursuant to Code of Civil Procedure Section 382, Plaintiffs bring this action on behalf of all others
19 similarly situated, as a class action. The class that Plaintiffs seeks to represent is composed of and
20 defined as follows: all non-classroom-based charter schools authorized in California that have or may
21 have unfunded enrollment in the 2020-21 school year and/or are subject to the Deferral Provision(the
22 “Class”). Plaintiffs reserve the right to amend or modify the Class description with greater specificity,
23 or further division into subclasses or limitation as to particular issues.

24 116. Plaintiffs may sue on behalf of the Class because:

- 25 a) Numerosity: The Class is so numerous that joinder of all members is
26 impracticable. The Class consists of several hundred charter schools. The identity
27 of class members is readily ascertainable by review of enrollment information
28 from the Class, data which is maintained by each charter school and the State.

- 1 b) Commonality of Law and Facts: Questions of law and fact are common to the
2 Class, including but not limited to the following:
- 3 i. Whether, as a matter of law, the relationship between charter
4 schools and the State is contractual in nature;
 - 5 ii. Whether and which statutes within the Education Code are
6 incorporated into the contractual relationship between charter
7 schools and the State;
 - 8 iii. Whether the contractual and statutory relationship between charter
9 schools and the State requires the State to provide funding to
10 charter schools for each student they enroll;
 - 11 iv. Whether the contract between charter schools and the State entitles
12 charter schools to enroll students up to their capacity, and receive
13 funded for such students enrolled up to their capacity;
 - 14 v. Whether the contractual and statutory relationship between charter
15 schools and the State requires the State to provide funding to
16 charter schools during the fiscal year in which it serves students,
17 according to the timelines in the Education Code that existed at the
18 time the charter schools’ charters were authorized;
 - 19 vi. Whether the Student Defunding Law violates the contract clause
20 of the California Constitution;
 - 21 vii. Whether the Deferral Provisions violate the contract clause of the
22 California Constitution;
 - 23 viii. Whether the Student Defunding Law violates sections 8 and 8.5 of
24 the California Constitution; and
 - 25 ix. Whether non-classroom-based charter schools have due process
26 interests in receiving funding on a per student basis, and whether
27 the State failed to provide notice and an opportunity to be heard
28 prior to deciding to withhold such funding.

- 1 c) Typicality: The claims of the Plaintiffs are typical of the Class because all
2 members of the Class are interested in the proper interpretation and enforcement
3 of the contractual and statutory relationship between the School Plaintiffs and the
4 State, i.e., whether the State is required to fund each non-classroom-based charter
5 school for the students they enroll, as a matter of law, and is not dependent on
6 individualized facts. Moreover, the defenses would involve common issues with
7 respect to the Plaintiffs and the Class members, and would not involve the
8 adjudication of individualized facts.
- 9 d) Adequacy of Representation: Plaintiffs will fully and adequately protect the
10 interest of all members of the Class. The School Plaintiffs are, like the members
11 of the Class, experienced and well-reputed operators of charter schools in
12 California and highly knowledgeable in matter of charter school management,
13 charter school finance, and the legal relationship between charter schools and the
14 State. Each School Plaintiff is operated by a professional board of directors and
15 administrative team that will oversee their school’s role in this lawsuit, and
16 protect the interests of all Class members. Of note, The Classical Academies’
17 Chief Executive Officer, Cameron Curry, is a member of the State’s Advisory
18 Commission on Charter Schools. Plaintiffs have retained the undersigned,
19 Young, Minney, & Corr LLP (“YMC”) as their counsel and as proposed counsel
20 for the Class. YMC is the oldest and most experienced law firm specializing in
21 the representation of charter schools in California and advocating for the interests
22 of charter school students, YMC has over thirty-five attorneys dedicated to
23 charter school matters, including charter school litigation. YMC counts more than
24 half of all charter schools in California as its clients. YMC attorneys also have
25 experience litigating class actions. YMC has litigated hundreds of cases
26 protecting and preserving the rights of charter school operators (including
27 funding rights cases) in California dating back over 27 years. YMC will take all
28 necessary steps to fairly represent and protect the interests of the Class.

- 1 e) Predominance: The questions of law and fact common to the members of the
2 Class predominate over any questions that may affect only individual members.
- 3 f) Superiority: For the Plaintiffs and the members of the Class bringing this action,
4 a class action is equivalent or superior to other available methods for the fair and
5 efficient adjudication of this controversy. Joinder of all non-classroom-based
6 charter schools affected by the Student Defunding Law and Deferral Provisions
7 and students who remain on a waitlist for a non-classroom-based charter school
8 within California due to the Student Defunding Law would be impracticable. The
9 Class are readily definable and prosecution as a class action will eliminate the
10 possibility of duplicative litigation, while also providing redress for
11 determination of the contractual relationship between the State and charter
12 schools that would otherwise be too expensive to support individual complex
13 litigation.

14 VI. CLAIMS FOR RELIEF

15 CLAIM ONE:

16 WRIT OF MANDATE

17 ALL PLAINTIFFS, THE CLASS v. ALL DEFENDANTS

18 117. Plaintiffs incorporate by reference the foregoing paragraphs of this Petition as though
19 fully set forth herein.

20 118. The Student Defunding Law is unconstitutional, facially and/or as applied, or is
21 otherwise invalid, and may not be implemented by Defendants in calculating and apportioning school
22 funding in the 2020-21 school year.

23 119. Defendants have a clear and present duty under the law to calculate and apportion
24 funding to public schools in California in the 2020-21 school year and thereafter based on ADA
25 realized by California public schools during the 2020-21 school year, consistent with, among other
26 provisions, Education Code Sections 47612, 47615, 47630, 47633, 47650, and 42238.02, among
27 others, and Sections 8 and 8.5 of Article XVI of the California Constitution.

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1 120. Defendants have a clear and present duty under the law to apportion funding to public
2 schools in California in the 2020-21 school year *during the 2020-21 fiscal year*, on a timely basis
3 pursuant to Sections 47650 and 14041.

4 121. Defendants have a clear and present duty under the law, pursuant to Section 47630, to
5 ensure that “each charter school [shall] be provided with operational funding that is equal to the total
6 funding that would be available to a similar school district serving a similar pupil population,” in
7 amount per student and timing.

8 122. Plaintiffs have a beneficial interest in ensuring, on behalf of themselves, the Class, and
9 the public, that Defendants carry out their duties in a manner that does not violate the law.

10 123. Plaintiffs have no plain, speedy, and adequate remedy, in the ordinary course of law and
11 are entitled to have a writ of mandate issue compelling Defendants to comply with the law as described
12 in this Petition by distributing school funding in the 2020-21 school year in proportion with current
13 year ADA, during the 2020-21 fiscal year pursuant to the statutory timing requirements or by providing
14 funding reasonably equivalent to funding available to districts.

15 **CLAIM TWO:**

16 **DECLARATORY RELIEF – CONTRACT AND QUASI CONTRACT**

17 **ALL PLAINTIFFS, THE CLASS v. ALL DEFENDANTS**

18 124. Plaintiffs incorporate by reference the foregoing paragraphs of this Petition as though
19 fully set forth herein.

20 125. The approval of the charters for the School Plaintiffs pursuant to the provisions of the
21 CSA and related statutes created enforceable contracts between the School Plaintiffs and the State in
22 which the State promised to provide full and fair funding to each School Plaintiff for each enrolled
23 student commensurate with their ADA during the term of each charter, consistent with funding
24 available to school districts. The Student Plaintiffs have an interest in the proper interpretation and
25 enforcement of these contractual relationships because it bears on their ability to enroll in such schools,
26 the financial viability of such schools, and the quality of the programs at such schools.

27 126. The mutual promises exchanged by the State and non-classroom-based charter schools at
28 the time the State awarded their charters, through its political subdivisions, to the non-profit

1 corporations operating them constitutes good and valuable consideration.

2 127. In reliance on the State’s promise to provide funding to each School Plaintiff, School
3 Plaintiffs enrolled students and incurred legal liabilities and expenses, and will continue to incur legal
4 liabilities and expenses, and will be harmed if they do not receive funding as promised, for each
5 enrolled student commensurate with their current year ADA.

6 128. An actual and justiciable controversy exists between the Plaintiffs and Defendants
7 because Plaintiffs contend, and Defendants dispute, that the State is obligated to providing funding for
8 School Plaintiffs for each enrolled student commensurate with their current year ADA.

9 129. Plaintiffs seek declarations as follows:

- 10 • A contract exists between the State on the one hand, and the School Plaintiffs and
11 members of the Class on the other hand.
- 12 • The contract between the State on the one hand, and the School Plaintiffs and
13 members of the Class on the other hand, incorporates Sections 47612, 47615,
14 47630, 47633, 47650, and 42238.02 and the State’s attendant obligations
15 thereunder as they existed at the time their respective charters were last granted
16 or renewed.
- 17 • The contract between the State and the School Plaintiffs and members of the
18 Class obligates the State and its officers and agents to apportion funding for
19 School Plaintiffs and all similarly situated schools for each enrolled student
20 commensurate with their current year ADA, according to the calculation method
21 specified in Education Code Section 42238.02, and that Sections 43502(b),
22 43505(c), and 43508 shall have no effect on such calculation, or alternatively,
23 that the State is estopped from denying that it has such an obligation.
- 24 • The contract between the State and the School Plaintiffs and members of the
25 Class obligates the State and its officers and agents to apportion funding for
26 School Plaintiffs and all similarly situated schools equal to the total funding that
27 would be available to a similar school district serving a similar pupil population
28 as specified in Education Code Section 47630, and that Sections 43502(b),

1 43505(c), and 43508 shall have no effect on such calculation, or alternatively,
2 that the State is estopped from denying that it has such an obligation.

- 3 • The contract between the State and the School Plaintiffs and members of the
4 Class, and the applicable statutes incorporated therein, obligates the State and its
5 officers and agents to provide funding for School Plaintiffs and all similarly
6 situated schools during the fiscal year in which charter schools serve their
7 students, and according to the statutory timelines that existed at the time charter
8 schools' charters were granted, as provided in Sections 47650 and 14041, and
9 that Section 14041.6(1)(A)-(D) shall have no effect.
- 10 • The contract between the State and the School Plaintiffs and members of the
11 Class, and the applicable statutes incorporated therein, obligates the State and its
12 officers and agents to provide funding for all students they enroll up to their
13 capacity, going forward.

14 **CLAIM THREE:**

15 **IMPAIRMENT OF CONTRACT**

16 **ALL PLAINTIFFS, THE CLASS v. ALL DEFENDANTS**

17 130. Plaintiffs incorporate by reference the foregoing paragraphs of this Petition as though
18 fully set forth herein.

19 131. The Contracts Clause of the California Constitution (art. I, § 7) provides that a “law
20 impairing the obligation of contracts may not be passed.”

21 132. The approval of the charters for the School Plaintiffs pursuant to the provisions of the
22 CSA and related statutes created enforceable contracts between the School Plaintiffs and the State by
23 which in exchange for operating a public school, admitting all pupils that wish to attend, and providing
24 each student with the public school education as provided in their charters, among other promises, the
25 State promised to provide full and fair funding to each School Plaintiff during each school year for
26 each enrolled student commensurate with students' annual ADA, equal to the total funding that would
27 be available to a similar school district serving a similar pupil population. Based on its conduct and
28 words and knowledge, the State is estopped to deny that it assumed such obligations.

1 133. The School Plaintiffs have a vested contractual right to receive annual funding
2 throughout the duration of their charters commensurate with the ADA realized in each school year,
3 according to the timelines provided in the Education Code, notwithstanding the provisions of SB 98
4 and SB 820.

5 134. The Student Defunding Law and Deferral Provisions violate the Contracts Clause
6 because it impairs the State's obligation to timely provide funding to each School Plaintiff on account
7 of their ADA in each school year, and impairs the School Plaintiffs' ability to perform under the terms
8 of their respective charters.

9 135. Plaintiffs are informed and believe that there are hundreds of similarly situated non-
10 classroom-based charter schools, that are or will be adversely affected by the Student Defunding Law
11 and Deferral Provisions in violation of the Contracts Clause under the California Constitution,
12 constituting the Class. Plaintiffs are informed and believe that there are thousands of students
13 waitlisted at non-classroom-based charter schools in California that are or will be adversely affected by
14 the Student Defunding Law.

15 **CLAIM FOUR:**

16 **DECLARATORY RELIEF –INVALIDITY OF STATUTE**

17 **ALL PLAINTIFFS, THE CLASS v. ALL DEFENDANTS**

18 136. Plaintiffs incorporate by reference the foregoing paragraphs of this Petition as though
19 fully set forth herein.

20 137. An actual and justiciable controversy exists between the Plaintiffs and Defendants
21 because Plaintiffs contend, and Defendants dispute, that the Student Defunding Law and Deferral
22 Provisions violate the constitutional and statutory provisions cited in this Petition.

23 138. Plaintiffs seek a declaration that the Student Defunding Law and Deferral Provisions
24 violate the contracts clause, the due process clause, the State's constitutional obligations to fund
25 public schools based on enrollment (Article XVI, Sections 8 and 8.5) and the State's statutory
26 funding obligations as provided in, among other provisions, Section 47615 and 47630, and that the
27 State and its officers and agents are obligated to (i) timely apportion funding for Plaintiff Schools
28 and all similarly situated schools with growing enrollment, for each enrolled student commensurate

1 with their current-year ADA, according to the calculation method specified in Education Code
2 Section 42238.02, (ii) provide charter schools with full and fair funding as provided in Section
3 47615, (iii) ensure that charter schools receive funding equal to the total funding that would be
4 available to a similar school district serving a similar pupil population, as provided in Section 47630,
5 and declare that Sections 43502(b), 43505(c), and 43508 shall have no effect on such calculations
6 and apportionments.

7 139. Plaintiffs are informed and believe that there are hundreds of similarly situated non-
8 classroom-based charter schools, that are or will be adversely affected by the Student Defunding
9 Law and Deferral Provisions, constituting the Class. Plaintiffs are informed and believed that there
10 are thousands of students waitlisted at non-classroom-based charter schools in California that are or
11 will be adversely affected by the Student Defunding Law.

12 **CLAIM FIVE:**

13 **VIOLATION OF THE DUE PROCESS CLAUSE**

14 **SCHOOL PLAINTIFFS, THE CLASS v. ALL DEFENDANTS**

15 140. Plaintiffs incorporate by reference the foregoing paragraphs of this Petition as though
16 fully set forth herein.

17 141. Under the due process clauses in the constitutions of the United States and the State of
18 California, a “[a] person may not be deprived of life, liberty, or property without due process of law.”
19 (art. I, § 9)

20 142. Charter school operators have a property interest in their schools’ charters and the timely
21 funding that is due to them on account of students in attendance, which may not be taken, destroyed,
22 withheld, diminished, or defunded, without due process of the law.

23 143. The Student Defunding Law and Deferral Provisions are unconstitutional because they
24 will result in the taking, destruction, withholding, diminishment, or defunding of cognizable legal
25 interests possessed by the School Plaintiffs without receiving due process of the law.

26 144. Plaintiffs are informed and believe that there are hundreds of similarly situated non-
27 classroom-based charter schools, that are or will be adversely affected by the Student Defunding Law

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1 and Deferral Provisions in violation of the due process clause under the California Constitution,
2 constituting the Class.

3 **CLAIM SIX:**

4 **VIOLATION OF ART. XVI SEC. 8 AND 8.5 OF CALIFORNIA CONSTITUTION**

5 **ALL PLAINTIFFS, THE CLASS v. ALL DEFENDANTS**

6 145. Plaintiffs incorporate by reference the foregoing paragraphs of this Petition as though
7 fully set forth herein.

8 146. Under Sections 8 and 8.5 of Article XVI of the California Constitution (“Proposition
9 98”), the State is obligated to apportion funding to public schools each year according to annual
10 enrollment.

11 147. Charter schools are subject to the constitutional rights provided under Proposition 98
12 pursuant to Education Code Section 47612(c).

13 148. Insofar as Section 43508, as enacted by the Trailer Bill, fixes “enrollment” and “change
14 in enrollment” as ADA during the 2019-20 school year for purposes of calculating Proposition 98’s
15 constitutional funding mandates, Section 43508 is unconstitutional because it is contrary to the State’s
16 constitutional obligation under Proposition 98 to apportion education funding based on *current-year*
17 enrollment.

18 149. Section 43508 is therefore unconstitutional, facially and as applied, and may not be
19 enforced, on its own, or with the Student Defunding Law.

20 150. Plaintiffs are informed and believe that there are hundreds of similarly situated non-
21 classroom-based charter schools, that are or will be adversely affected by the Student Defunding Law
22 and Deferral Provisions in violation of Sections 8 and 8.5 under the California Constitution,
23 constituting the Class. Plaintiffs are informed and believed that there are thousands of students
24 waitlisted at non-classroom-based charter schools in California that are or will be adversely affected by
25 the Student Defunding Law in violation of Sections 8 and 8.5 under the California Constitution.

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1 **VII. PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray for judgment as follows:

3 1. Plaintiffs respectfully request that this Court certify the Class, as provided above, with
4 respect to the causes of action cited above, that the School Plaintiffs be appointed class representatives
5 for the Class, and that Young, Minney, & Corr LLP be appointed as class counsel for the Class.

6 2. Plaintiffs respectfully request that this Court enter a writ of mandate directing
7 Defendants to comply with Sections 47612, 47615, 47630, 47633, 47650, and 42238.02 and related
8 implementing statutes in the 2020-21 school year and all years thereafter, without giving any effect to
9 the Student Defunding Law.

10 3. Plaintiffs respectfully request that this Court enter a declaratory judgment stating that the
11 Student Defunding Law violates the contracts clause, the due process clause, and the State's
12 constitutional obligations to fund public schools based on actual enrollment (Article XVI, Sections 8
13 and 8.5) in the California Constitution.

14 4. Plaintiffs respectfully request that this Court enter a declaratory judgment as stated in
15 paragraph 129, above.

16 5. Plaintiffs respectfully request that this Court enter a permanent injunction enjoining the
17 enforcement, application, or implementation of the Student Defunding Law and the Deferral Provision
18 as to charter schools in the 2020-21 school year and beyond.

19 6. Plaintiffs respectfully request that this Court enter a permanent injunction enjoining
20 Defendants from implementing at any time in the future any system substantially similar to the
21 framework implemented by the Student Defunding Law that impairs funding for charter schools with
22 growing enrollment or does not fund schools on actual enrollment/ADA or a funding mechanism that
23 is equal to the total funding that would be available to a similar school district serving a similar pupil
24 population.

25 7. Plaintiffs respectfully request that this Court retain continuing jurisdiction over this
26 matter until such time as the Court has determined that Defendants have fully and properly complied
27 with its Orders.

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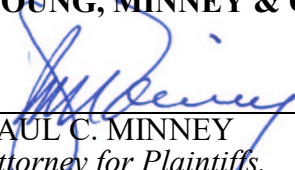
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8. Plaintiffs respectfully request an award of costs, disbursements, and reasonable attorneys' fees and expenses pursuant to section 1021.5 of the California Code of Civil Procedure.

9. Plaintiffs respectfully request all other relief as the Court may deem appropriate.

Dated: September 24, 2020

YOUNG, MINNEY & CORR, LLP

By: 

PAUL C. MINNEY
Attorney for Plaintiffs,
OLENA REYES, et al.

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VERIFICATION

I, KAREN DEVAULT, am the Guardian Ad Litem for Petitioner/Plaintiff ALEXIS DEVAULT, and am authorized to make this verification on her behalf. I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE (CCP § 1085) AND VERIFIED CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF (CCP § 526(A), CCP § 1060)** and know its contents. The matters stated in the Petition and Complaint are true of my own knowledge except those matters stated on information and belief, and as to those matters, I believe them to be true.

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

Executed this 23 day of September 2020 in Poway, California.

DocuSigned by:
Karen DeVault
DBEA189771DB4D9
KAREN DEVAULT

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VERIFICATION

I, CHRISTINA LASTER, am the Guardian Ad Litem for Petitioner/Plaintiff ANIYAH BLU LASTER and am authorized to make this verification on her behalf. I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE (CCP § 1085) AND VERIFIED CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF (CCP § 526(A), CCP § 1060)** and know its contents. The matters stated in the Petition and Complaint are true of my own knowledge except those matters stated on information and belief, and as to those matters, I believe them to be true.

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

Executed this 23 day of September 2020 in Desert Hot Springs, California.

DocuSigned by:
Christina Laster
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CHRISTINA LASTER

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VERIFICATION

I, JEN MILLAR, am the Guardian Ad Litem for Petitioner/Plaintiff ANDREW MILLAR, and am authorized to make this verification on his behalf. I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE (CCP § 1085) AND VERIFIED CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF (CCP § 526(A), CCP § 1060)** and know its contents. The matters stated in the Petition and Complaint are true of my own knowledge except those matters stated on information and belief, and as to those matters, I believe them to be true.

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

Executed this 24 day of September 2020 in Poway, California.

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Jennifer Millar
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JEN MILLAR

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VERIFICATION

I, BIANCA WICKERS, am the Guardian Ad Litem for Petitioner/Plaintiff BRONSON WICKERS, and am authorized to make this verification on his behalf. I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE (CCP § 1085) AND VERIFIED CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF (CCP § 526(A), CCP § 1060)** and know its contents. The matters stated in the Petition and Complaint are true of my own knowledge except those matters stated on information and belief, and as to those matters, I believe them to be true.

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

Executed this 23 day of September 2020 in San Marcos, California.

DocuSigned by:

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BIANCA WICKERS

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VERIFICATION

I, CAMERON CURRY, am the Chief Executive Officer for Petitioner/Plaintiff THE CLASSICAL ACADEMY, INC., and am authorized to make this verification on its behalf. I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE (CCP § 1085) AND VERIFIED CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF (CCP § 526(A), CCP § 1060)** and know its contents. The matters stated in the Petition and Complaint are true of my own knowledge except those matters stated on information and belief, and as to those matters, I believe them to be true.

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

Executed this 23 day of September 2020 in Escondido, California.

DocuSigned by:
Cameron Curry
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CAMERON CURRY

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VERIFICATION

I, CAMERON CURRY, am the Chief Executive Officer for Petitioner/Plaintiff COASTAL ACADEMY CHARTER SCHOOL, INC., and am authorized to make this verification on its behalf. I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE (CCP § 1085) AND VERIFIED CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF (CCP § 526(A), CCP § 1060)** and know its contents. The matters stated in the Petition and Complaint are true of my own knowledge except those matters stated on information and belief, and as to those matters, I believe them to be true.

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

Executed this 23 day of September 2020 in Escondido, California.

DocuSigned by:
Cameron Curry
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CAMERON CURRY

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VERIFICATION

I, CHRISTINA LASTER, am the Guardian Ad Litem for Petitioner/Plaintiff DANIEL LASTER and am authorized to make this verification on his behalf. I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE (CCP § 1085) AND VERIFIED CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF (CCP § 526(A), CCP § 1060)** and know its contents. The matters stated in the Petition and Complaint are true of my own knowledge except those matters stated on information and belief, and as to those matters, I believe them to be true.

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

Executed this 23 day of September 2020 in Desert Hot Springs, California.

DocuSigned by:
Christina Laster

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CHRISTINA LASTER

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VERIFICATION

I, ROXANNE ECHEVERRI, am the Guardian Ad Litem for Petitioner/Plaintiff ELIJAH ECHEVERRI and am authorized to make this verification on his behalf. I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE (CCP § 1085) AND VERIFIED CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF (CCP § 526(A), CCP § 1060)** and know its contents. The matters stated in the Petition and Complaint are true of my own knowledge except those matters stated on information and belief, and as to those matters, I believe them to be true.

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

Executed this 23 day of September 2020 in San Diego, California.

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Roxanne Echeverri
DocuSigned By: Roxanne Echeverri

ROXANNE ECHEVERRI

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VERIFICATION

I, CHRISTINA LASTER, am the Guardian Ad Litem for Petitioner/Plaintiff KHALEB JEREMIAH GROVES and am authorized to make this verification on his behalf. I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE (CCP § 1085) AND VERIFIED CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF (CCP § 526(A), CCP § 1060)** and know its contents. The matters stated in the Petition and Complaint are true of my own knowledge except those matters stated on information and belief, and as to those matters, I believe them to be true.

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

Executed this 23 day of September 2020 in Desert Hot Springs, California.

DocuSigned by:
Christina Laster
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CHRISTINA LASTER

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VERIFICATION

I, CHELSEY BARRAZA, am the Guardian Ad Litem for Petitioner/Plaintiff LUCAS BARRAZA, and am authorized to make this verification on his behalf. I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE (CCP § 1085) AND VERIFIED CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF (CCP § 526(A), CCP § 1060)** and know its contents. The matters stated in the Petition and Complaint are true of my own knowledge except those matters stated on information and belief, and as to those matters, I believe them to be true.

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

Executed this 23 day of September 2020 in Oceanside, California.

DocuSigned by:

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CHELSEY BARRAZA

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VERIFICATION

I, DEBI GOODING, am the Director for Petitioner/Plaintiff THE LEARNING CHOICE ACADEMY, and am authorized to make this verification on its behalf. I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE (CCP § 1085) AND VERIFIED CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF (CCP § 526(A), CCP § 1060)** and know its contents. The matters stated in the Petition and Complaint are true of my own knowledge except those matters stated on information and belief, and as to those matters, I believe them to be true.

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

Executed this 23 day of September 2020 in San Diego, California.

DocuSigned by:
Debi Gooding
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DEBI GOODING

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VERIFICATION

I, SAMANTHA GOMEZ, am the Guardian Ad Litem for Petitioner/Plaintiff OLENA REYES and am authorized to make this verification on her behalf. I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE (CCP § 1085) AND VERIFIED CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF (CCP § 526(A), CCP § 1060)** and know its contents. The matters stated in the Petition and Complaint are true of my own knowledge except those matters stated on information and belief, and as to those matters, I believe them to be true.

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

Executed this 23 day of September 2020 in SAN JACINTO, CALIFORNIA.

DocuSigned by:

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SAMANTHA GOMEZ

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VERIFICATION

I, BIANCA WICKERS, am the Guardian Ad Litem for Petitioner/Plaintiff PERRY WICKERS, and am authorized to make this verification on his behalf. I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE (CCP § 1085) AND VERIFIED CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF (CCP § 526(A), CCP § 1060)** and know its contents. The matters stated in the Petition and Complaint are true of my own knowledge except those matters stated on information and belief, and as to those matters, I believe them to be true.

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

Executed this Day day of September 2020 in Location, California.

DocuSigned by:

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BIANCA WICKERS

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VERIFICATION

I, SAMANTHA GOMEZ, am the Guardian Ad Litem for Petitioner/Plaintiff SANTINO REYES and am authorized to make this verification on his behalf. I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE (CCP § 1085) AND VERIFIED CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF (CCP § 526(A), CCP § 1060)** and know its contents. The matters stated in the Petition and Complaint are true of my own knowledge except those matters stated on information and belief, and as to those matters, I believe them to be true.

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

Executed this 23 day of September 2020 in San Jacinto ,California.

DocuSigned by:

358EB37DE0CB482...
SAMANTHA GOMEZ

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VERIFICATION

I, BERNICE PICAZO, am the Guardian Ad Litem for Petitioner/Plaintiff THERESE PICAZO and am authorized to make this verification on her behalf. I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE (CCP § 1085) AND VERIFIED CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF (CCP § 526(A), CCP § 1060)** and know its contents. The matters stated in the Petition and Complaint are true of my own knowledge except those matters stated on information and belief, and as to those matters, I believe them to be true.

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

Executed this 23 day of September 2020 in San Diego, California.

DocuSigned by:
Bernice Picazo
249CE5CDCE1E415
BERNICE PICAZO

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VERIFICATION

I, CASEY ROLLEFSON, am the Guardian Ad Litem for Petitioner/Plaintiff WYATT ROLLEFSON and am authorized to make this verification on his behalf. I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE (CCP § 1085) AND VERIFIED CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF (CCP § 526(A), CCP § 1060)** and know its contents. The matters stated in the Petition and Complaint are true of my own knowledge except those matters stated on information and belief, and as to those matters, I believe them to be true.

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

Executed this 23rd day of September 2020 in Riverside, California.

DocuSigned by:
Casey Rollefson
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CASEY ROLLEFSON

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VERIFICATION

I, DR. KATHLEEN HERMSMEYER, am the Superintendent for Petitioner/Plaintiff EMPIRE SPRINGS CHARTER SCHOOL, and am authorized to make this verification on its behalf. I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE (CCP § 1085) AND VERIFIED CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF (CCP § 526(A), CCP § 1060)** and know its contents. The matters stated in the Petition and Complaint are true of my own knowledge except those matters stated on information and belief, and as to those matters, I believe them to be true.

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

Executed this 24th day of September 2020 in Temecula, California.

DocuSigned by:

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DR. KATHLEEN HERMSMEYER

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VERIFICATION

I, DR. KATHLEEN HERMSMEYER, am the Superintendent for Petitioner/Plaintiff RIVER SPRINGS CHARTER SCHOOL, INC., and am authorized to make this verification on its behalf. I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE (CCP § 1085) AND VERIFIED CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF (CCP § 526(A), CCP § 1060)** and know its contents. The matters stated in the Petition and Complaint are true of my own knowledge except those matters stated on information and belief, and as to those matters, I believe them to be true.

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

Executed this 24th day of September 2020 in Temecula, California.

DocuSigned by:

F2850127386F496

DR. KATHLEEN HERMSMEYER