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 11 *Attorneys for Plaintiffs,*  
 12 SAMAIYA ATKINS, et al.

13  
 14 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 15 COUNTY OF SACRAMENTO

16 SAMAIYA ATKINS (by and through her )  
 Guardian Ad Litem, Marcus Atkins); NAILAH )  
 17 DUBOSE (by and through her Guardian Ad )  
 Litem, Pastor Stefon DuBose); ANIYAH )  
 18 DUBOSE (by and through her Guardian Ad )  
 Litem, Pastor Stefon DuBose); JAEL ALLEN- )  
 19 PEARSON (by and through her Guardian Ad )  
 Litem, Tak Allen); CALEB ALLEN-PEARSON )  
 20 (by and through his Guardian Ad Litem, Tak )  
 Allen); NIXON PARKER (by and through his )  
 21 Guardian Ad Litem, Bradley )  
 Parker); MAXWELL PARKER (by and through )  
 22 his Guardian Ad Litem, Bradley Parker); )  
 ALEXIS PARKER (by and through her )  
 23 Guardian Ad Litem, Bradley Parker); DANIEL )  
 DRUMMOND (by and through his Guardian Ad )  
 24 Litem, Scott Drummond); CHLOE KNUDSON )  
 (by and through her Guardian Ad Litem, Amy )  
 25 Knudson); EMMA KNUDSON (by and through )  
 her Guardian Ad Litem, Amy Knudson); )  
 26 BROCK STRAUCH (by and through his )  
 Guardian Ad Litem, Brenda Strauch); SABRINA )  
 27 URDINARRAIN (by and through her Guardian )  
 Ad Litem, Maria Urdinarrain); FINNINAS )  
 28 SILVERTHISTLE (by and through her Guardian )

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

1 Ad Litem, Robert Edward McAleer); TARAN )  
2 SILVERTHISTLE (by and through his Guardian )  
3 Ad Litem, Robert Edward McAleer); ZACK )  
4 RASCH (by and through his Guardian Ad Litem, )  
5 Elizabeth Ann Rasch); HAIDE SANTAMARIA )  
6 DIAZ (by and through her Guardian Ad Litem, )  
7 Joanna Diaz); RAPHAEL SANTAMARIA )  
8 DIAZ (by and through his Guardian Ad Litem, )  
9 Joanna Diaz); EMERSON PAUL RODRIGUEZ )  
10 KEYARTS (by and through his Guardian Ad )  
11 Litem, Victor Rodriguez); REX AND )  
12 MARGARET FORTUNE SCHOOL OF )  
13 EDUCATION (a Non-Profit Corporation); )  
14 VOICES COLLEGE-BOUND LANGUAGE )  
15 ACADEMIES (a Non-Profit Corporation); )  
16 JOHN ADAMS ACADEMIES, INC. (a Non- )  
17 Profit Corporation); and SYCAMORE CREEK )  
18 COMMUNITY CHARTER SCHOOL (a Non- )  
19 Profit Corporation) )

20 Plaintiffs, )

21 v. )

22 STATE OF CALIFORNIA; GAVIN NEWSOM )  
23 (in his official capacity as Governor of the State )  
24 of California); TONY THURMOND (in his )  
25 official capacity as the State Superintendent of )  
26 Public Education); BETTY YEE (in her official )  
27 capacity as the State Controller); and )  
28 CALIFORNIA DEPARTMENT OF )  
EDUCATION; )

Defendants. )

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II. **PARTIES** ..... 11

**School Plaintiffs**..... 11

*Rex And Margaret Fortune School Of Education*..... 11

*Voices College-Bound Language Academies*..... 13

*John Adams Academies, Inc.*..... 16

*Sycamore Creek Community Charter School* ..... 19

**Student Plaintiffs**..... 22

Rex And Margaret Fortune School Of Education..... 22

*Samaiya* (Kindergarten) ..... 22

*Nailah* (12th Grade) ..... 22

*Aniyah* (9th Grade) ..... 23

*Jael* (2nd Grade) ..... 24

*Caleb* (1st Grade) ..... 24

John Adams Academies, Inc.- Lincoln and El Dorado Hills ..... 25

*Alexis* (5rd Grade) ..... 25

*Maxwell* (3rd Grade) ..... 25

*Nixon* (Kindergarten) ..... 26

*Daniel* (Kindergarten) ..... 26

*Brock* (6th Grade) ..... 26

*Chloe* (5th Grade) ..... 27

*Emma* (4th Grade) ..... 28

Sycamore Creek Community Charter School ..... 29

*Sabrina* (7th Grade) ..... 28

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**Defendants** ..... 32

*State of California* ..... 32

*Gavin Newsom*, in his official capacity as the *Governor* of the State of California ..... 32

*Tony Thurmond*, in his official capacity as the State Superintendent of Public Instruction for the State of California ..... 32

*Betty Yee* in her official capacity as the State Controller for the State of California .... 32

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1 Plaintiffs SAMAIYA ATKINS, NAILAH DUBOSE, ANIYAH DUBOSE, Jael ALLEN-  
2 PEARSON, CALEB ALLEN-PEARSON, NIXON PARKER, MAXWELL PARKER, ALEXIS  
3 PARKER, DANIEL DRUMMOND, CHLOE KNUDSON, EMMA KNUDSON, BROCK STRAUCH,  
4 SABRINA URDINARRAIN, FINNINAS SILVERTHISTLE, TARAN SILVERTHISTLE, ZACK  
5 RASCH, HAIDE DIAZ, RAPHAEL DIAZ, REX AND MARGARET FORTUNE SCHOOL OF  
6 EDUCATION, VOICES COLLEGE-BOUND LANGUAGE ACADEMIES, JOHN ADAMS  
7 ACADEMIES, INC. (on behalf of themselves and the charter schools they operate) and SYCAMORE  
8 CREEK COMMUNITY CHARTER SCHOOL petition the Court to issue a writ of mandate and other  
9 relief as requested herein:

10 **I. PRELIMINARY STATEMENT**

11 1. This is a case of critical public importance: ensuring that all students in California are  
12 able to access a public education on equitable terms *in this school year* commencing in a matter of  
13 weeks, amidst a global pandemic that has already resulted in unprecedented disruption and harm to  
14 student learning. Time is thus of the essence to secure students' fundamental right to education.

15 2. *In 2020-21, because of budget-related legislation passed by the Legislature and*  
16 *signed into law by the Governor, tens of thousands of California students' educations will be*  
17 *defunded, while most students' educations in the State will remain fully funded, or more than*  
18 *fully funded.* Among the defunded are students in district schools, students in charter schools, black  
19 students and brown students, students living in poverty, special education students, English learners,  
20 foster youth, homeless students, kindergarteners entering school for the first time, 12<sup>th</sup> graders trying  
21 to earn their diploma and advance to college. What these students all have in common is that they  
22 all attend public schools with growing enrollment – a subset of public schools in California. This  
23 disparate funding is not merely unfair and unconstitutional – it is harmful to students. It means that  
24 the best performing public schools – the public schools that parents are choosing to send their  
25 children to because they serve their students well – will be penalized for their success, for growing  
26 to serve more students.

27 3. As the 2020-21 school year is weeks away from commencing, and public schools must  
28 prepare to serve their students now, determination of the constitutionality of the subject legislation is

1 of paramount urgency – students’ educations are on the line, in terms of quality, access, and  
2 conformance with prevailing statewide standards. Affected public schools are legally, financially,  
3 and morally prohibited from disenrolling their own students, nor do they wish to do so, particularly  
4 as families continue to struggle amidst the COVID-19 pandemic. But, absent the relief sought in  
5 this action, affected public schools that can find a way to stay open will have no choice but to  
6 educate all of their students at levels grossly below the baseline levels that the State must ensure are  
7 provided to all of its public school children as mandated by the California Constitution and  
8 California Supreme Court precedent. *Affected public schools are boxed in from all sides with no*  
9 *way forward absent judicial intervention*: they can serve students at substandard levels (if they can),  
10 they can end the school year many days and months prematurely with stacks of lesson plans left  
11 untaught, or under the weight of defaults on financial and legal obligations, they can close  
12 completely, displacing children and families.

13 4. As the California Supreme Court has affirmed time and time again, the California  
14 Constitution guarantees to all of its young citizens a free public education, provided on an equitable  
15 basis throughout the State. This petition for writ of mandate (the “Petition”) is brought by a broad  
16 and diverse coalition of public school students across California along with the public schools they  
17 attend, to compel the State to comply with its constitutional and statutory duties to equitably  
18 apportion funding for *all students* attending public schools in the 2020-21 school year and beyond,  
19 exactly as required under current law: “[t]he sum of the local control funding formula rates . . .  
20 multiplied by . . . *the total current year average daily attendance* in the corresponding grade level  
21 ranges.” (California Education Code Section 42238.02) (the “Funding Law”). (emphasis added.).  
22 This means that the State must fund public schools each year according to the number of students in  
23 attendance – so that each student’s education is funded every year at the public school that they  
24 attend, at a standard that is consistent across the State.

25 5. Plaintiffs therefore seek to invalidate as unconstitutional (facially and as-applied),  
26 California Education Code Sections 43502(b), 43505(b)(1), and 43508, enacted through the 2020-21  
27 education budget trailer bill (SB 98) (the “Trailer Bill”), because they impair students’ fundamental  
28 right to an equitably State-funded education. Specifically, these laws violate Article I §§ 7, 9,

1 Article IX §§ 1, 5, and Article XVI §§ 8, 8.5 of the California Constitution, and stand to upend the  
2 Funding Law by directing the State’s officers to ignore *current year* enrollment and attendance in  
3 the 2020-21 school year and instead, fund public schools<sup>1</sup> according to their stale 2019-20  
4 attendance data from last year (the “Student Defunding Law”). Based on the Student Defunding  
5 Law, in the 2020-21 school year, public schools will not be funded based on how many students  
6 such schools are actually serving during each day of the 2020-21 school year. As a result, public  
7 schools with increasing enrollment, district schools and charter schools alike, will not receive  
8 incremental funding on account of any of their new students, while public schools with declining  
9 enrollment will be protected from the effects of lower attendance and receive funding on account of  
10 students they are no longer responsible for educating.

11 6. This convention, even if temporary for just this year (and it may not be), will create  
12 severe disparities in education funding and the quality and extent of availability of educational  
13 opportunities throughout California, in violation of the California Constitution and California  
14 Supreme Court precedent. The Student Defunding Law will irreparably harm tens of thousands of  
15 students from kindergarten to 12th grade alike. In effect, the Student Defunding Law (i) ***completely***  
16 ***defunds students’ public educations*** in the 2020-21 school year by reason that they have enrolled in  
17 a new public school with growing enrollment, denying the public school in which they enrolled the  
18 financial resources necessary to serve them, and (ii) forces schools with growing enrollment to  
19 ***stretch per-pupil funding allocated on account of attendance last year to serve many more***  
20 ***students*** in the *current school year* – new and continuing students combined.

21 7. In real dollars, this means that notwithstanding the annual *guaranteed* per-pupil  
22 funding level in the State, approximately \$10,000 per student under the State’s Local Control  
23 Funding Formula (“LCFF”), students at public schools with declining enrollment will be funded at

24 <sup>1</sup> As discussed below, school funding is apportioned at the school district level for district-  
25 operated schools, county level for county-operated schools, and at the school level for charter  
26 schools – each a “local education agency” or LEA. References throughout to “public schools” or  
27 “schools” is meant to refer generally to all of these different entities that are allocated public  
28 funding, ultimately, to serve students in the schools that they attend. A student that moves from one  
public school to another within the same district would not impact the overall funding for the  
district, and the district could reallocate funding internally to the schools it operates. However, a  
student that moves from one school district to another, or from a school district to a charter school,  
or one charter school to another would result in a net gain for the former, and a net loss to the latter.

1 more than 100% because they share in extra funding apportioned to them on account of students  
2 who are no longer enrolled at their school (e.g., approximately \$11,100 per student based on 10%  
3 enrollment decline), while students at schools with increasing enrollment will be effectively funded  
4 on a per-pupil basis at, for example, 25-80% of that annual guaranteed per-pupil funding level, e.g.,  
5 funding of \$2,500 to \$8,000 per student, as multiple students must “share” the same “per pupil”  
6 allocation. This means that the disparity in funding experienced by students at growing public  
7 schools is not simply their delta with the guaranteed LCFF funding level in the State – the disparity  
8 is that greater difference with those declining enrollment public schools that are receiving *more* than  
9 the guaranteed LCFF funding level. For example, the student funded at \$11,100 is funded 340%  
10 higher than the student funded at \$2,500, and 37.5% higher than the student funded at \$8,000. This  
11 is the exact same kind of educational funding disparity that was held to be unconstitutional by the  
12 California Supreme Court, and in the context of a spread in funding levels that were far less  
13 inequitable. Plaintiffs are informed and believe that there are hundreds of similarly situated  
14 increasing enrollment schools, and hundreds of similarly situated declining enrollment schools in the  
15 state of California, such that the Student Defunding Law is adversely affecting thousands and  
16 thousands of students, similarly situated as the Plaintiffs, in violation of the California Constitution.

17 8. At public schools that can manage to stay open under these circumstances, this  
18 funding deficit will likely lead to extremely large class sizes in the midst of a pandemic when social  
19 distancing is the rule, short staffing, and an inability to provide sufficient educational materials and  
20 related services to deliver a quality education to all students at the prevailing standard. As a result,  
21 affected schools will be severely under-resourced and many students will receive an education that  
22 is substantially inferior to the educational opportunities made available to children attending public  
23 schools throughout the state. That is, affected students’ educations will be inequitable and  
24 inadequate, significantly below the prevailing standard in the State, which the State is required to  
25 ensure for all students enrolled in a public school in the State, i.e., 100% of the guaranteed annual  
26 State funding per pupil based on attendance, not 110%+ to some and less than 50% to others.

27 9. Study after study confirms the negative short-term and long-term effects that flow  
28 from learning loss over even just a period of mere months of interruption to student learning.



1 Learning loss widens the achievement gap, and exacerbates barriers to high school graduation,  
2 college admission, and career success that many students already face in *ordinary years* because of  
3 circumstances created by the color of their skin, the language spoken at home, or the zip code where  
4 they live. The Student Defunding Law stands to create learning loss over the span of more than just  
5 a few months, but over the course of an entire academic year as student needs are left unmet, and  
6 they become disengaged in learning. The Student Defunding Law therefore violates affected  
7 students' fundamental right to a basic public education provided on equitable terms.

8         10. Just as the Student Defunding Law negatively impacts many students in numerous  
9 school districts in California with growing enrollment, it also negatively impacts many students  
10 enrolled in public charter schools that are also experiencing growing enrollment. Specific to charter  
11 schools, the Student Defunding Law upends the fundamental bargain struck between public charter  
12 school operators and the State, upon which charter school operators have relied upon since 1992:  
13 that charter school operators will provide a free high-quality public school education to all citizens  
14 who wish to attend, and that in exchange, the State will provide annual funding on a per-pupil basis  
15 in line with funding for public schools and pupils throughout the State. In reliance on the State's  
16 promises, charter schools built buildings to accommodate enrollment growth, took on bonds and  
17 other debt, developed infrastructure, programs, and capacity, hired teachers and entered into  
18 employment agreements, signed onto long-term contracts for supplies and services, and critically,  
19 enrolled thousands of students, committing to providing them with the high quality education  
20 promised in their charters. The State cannot change the foundational terms of the arrangement now,  
21 mid-charter term for adversely affected charter schools and the students attending them.

22         11. Indeed, the financial effects of defunding new enrollees' educations in 2020-21  
23 because of the Student Defunding Law may be so extreme, amounting to millions or tens of millions  
24 of dollars of losses per public school, that these students' public schools of choice may not be able to  
25 remain open at all, or may be forced to close in the middle of the school year. One of the plaintiff  
26 schools in this action is even under the threat of revocation of its charter because of the extreme  
27 budget hit created by the Student Defunding Law – weeks before the school year is to start. School  
28 closure would force students to scramble to find new schools amidst a global pandemic if they can –

1 new schools that would largely be in the same exact funding predicament created by the Student  
2 Defunding Law and will similarly be forced to absorb new students without receiving funding to  
3 provide them with the public education they are entitled to under the California Constitution.

4 12. To be sure, Plaintiffs appreciate that the COVID-19 pandemic and the related  
5 economic impact have wreaked havoc on California’s budget for the 2020-21 fiscal year. But this  
6 action is not about compelling *more* spending on education or compelling new or different budget  
7 appropriations at all. It is about requiring that the limited funding already appropriated by the  
8 Legislature be *apportioned* to public schools for each and every enrolled student in a manner that is  
9 consistent with the California Constitution, existing statutory law, and controlling California  
10 Supreme Court decisions.

11 13. SB 98 *requires* public schools to operate and educate all students on each day of the  
12 school year and to also track attendance and participation as a condition of funding. Constitutional  
13 standards thus mandate that public schools must be funded based on the actual enrollment and  
14 attendance of all of their students during the school year, as in any other year. The existence of a  
15 global pandemic and economic challenges do not suspend the State’s constitutional obligations, nor  
16 permit inequity in education to persist for even a day, let alone a year. Individual students’  
17 educations cannot be defunded in the name of creative accounting during these atypical times – the  
18 gimmicks employed by the Student Defunding Law translate to actual harm to students and cannot  
19 stand.

20 14. Plaintiffs therefore bring this Petition in the interest of all of California’s students who  
21 are attending public schools with growing enrollment in the 2020-21 school year who will be  
22 harmed by the Student Defunding Law through the defunding of their educations – at district schools  
23 and charter schools alike. Plaintiffs seek a writ of mandate, injunctive relief, and declaratory relief  
24 determining that the Student Defunding Law is facially unconstitutional, and that the State and its  
25 agents must follow the Funding Law as it otherwise exists – in 2020-21 and in each year thereafter.  
26 The Student Defunding Law violates students’ constitutional rights to a public education, to equal  
27 protection, and to the due process of the law, as well the due process, contractual, and statutory  
28 rights of the public schools, entitling them to the remedies they seek in this Petition.

1 **II. PARTIES**

2 **School Plaintiffs**

3 ***Rex and Margaret Fortune School Of Education***

4 15. Plaintiff Fortune School of Education (“Fortune School”) is a non-profit public benefit  
5 corporation organized under the laws of the State of California, existing since April 5, 1993. As  
6 authorized by Education Code Section 47604(a), Fortune exists to “assist students . . . to obtain  
7 enhanced education” and operate public charter schools with public education dollars based on its  
8 average daily attendance. Fortune School was originally established decades ago as a teacher  
9 preparation program designed to fill the pipeline of educators needed in today’s schools, including to  
10 bring more ethnically diverse teaching candidates into public schools, especially in the shortage  
11 areas of science and mathematics instruction.

12 16. In 2011, the Sacramento County Board of Education held a public hearing attended by  
13 hundreds of African American citizens and listened to the testimony from parents and leaders of the  
14 African American community about the pervasive and persistent student achievement gap faced by  
15 African American students in five school districts over the prior several decades in Sacramento  
16 County and their desire for Fortune School to be authorized to establish charter school campuses in  
17 nine areas with predominantly African American student populations. The proposed school had a  
18 unique educational program and approach that was designed to remedy the institutional racism that  
19 has blocked educational progress for African Americans. The Sacramento County Board of  
20 Education approved Fortune School’s petition to launch a system of tuition-free, college  
21 preparatory, public charter schools throughout Sacramento County pursuant to California Education  
22 Code Section 47605.6. Fortune School opened its first campus that same year. Fortune School has  
23 since grown to eight campuses in Sacramento County, which boasts the third highest African  
24 American student population in California. One more campus is set to open. Fortune School has  
25 become a national leader in closing the African American achievement gap in public education.  
26 Fortune School’s mission is “[t]o graduate high achieving students of good character prepared for  
27 college and citizenship in a democratic society.”

28 ///

1           17.     In the 2019-20 school year, Fortune School in Sacramento County enrolled 1462  
2 students, of which 82% were socioeconomically disadvantaged, 65% were African American, 23.9%  
3 were Hispanic or Latino, 1.4% were white. Fortune School has been serving its students extremely  
4 well. In 2019, Fortune School earned the second highest performance rating on the California  
5 School Dashboard in math – a “green,” beating the State’s performance at large, which was assigned  
6 a level two bands lower – an “orange.” Indeed, African American students performed better in math  
7 and English Language Arts than African American students served throughout Sacramento County,  
8 and the Cities of Sacramento and Elk Grove where their campuses are located, and the State  
9 average. They have succeeded at closing the achievement gap in Sacramento County for African  
10 American students enrolled in their program, but the Student Defunding Law threatens to undermine  
11 this success by defunding all of their new students including a large proportion of African American  
12 students. This will ultimately prevent Fortune School from providing the robust support services  
13 that these students need to remedy the lasting effects of slavery, discrimination and institutional  
14 racism.

15           18.     In the 2019-20 school year, Fortune School’s students in Sacramento County  
16 generated 1,354 units of average daily attendance (“ADA”).<sup>2</sup> In the 2020-21 school year, the  
17 Fortune School’s enrollment will be approximately 1,904 students, translating to ADA of 1,756.  
18 Due to the Student Defunding Law, Fortune School will not receive funding for the incremental  
19 number of students it will serve in the 2020-21 school year, for which it has carefully planned and  
20 prepared for since the inception of its charter – the new students it welcomes every year.

21           19.     That is, although Fortune School will be entitled to receive funding based on 1,904  
22 students (translating to 1,756 units of ADA), it will only receive funding based on 1,462 students  
23 (resulting in 1,354 units of ADA). Although each student (ADA) at Fortune School is entitled to an  
24 allocation of approximately \$10,730 each, because that rate will be applied to 1,354 students (ADA)  
25 instead of 1,756 students (ADA), each Fortune School student will be effectively funded under the

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26 \_\_\_\_\_  
27           <sup>2</sup> The term “average daily attendance” is explained in further detail at page 31. In short, ADA  
28 is a calculation of the average number of students actually in attendance throughout the school year,  
and is therefore always less than the number of students actually enrolled in a school unless a school  
has perfect attendance during a school year.

1 LCFF at around \$8,273. This means that Fortune School’s students will only receive 77% of the  
2 per-pupil funding that is supposed to be guaranteed to each of them under the LCFF, and as  
3 compared with the LCFF funding allocated to public schools with declining enrollment, the disparity  
4 is even greater, e.g., the public school with 10% declining enrollment will be better funded by 33%.  
5 In the aggregate, this means that in the 2020-21 school year, as a result of defunding Fortune  
6 School’s students, Fortune School will be defunded by more than \$4.3 million - \$4.3 million that  
7 was to be spent closing the achievement gap for Fortune School’s students. This lack of funding for  
8 incremental students will adversely impact the quality of the education at Fortune School and impair  
9 Fortune School’s capacity to close the achievement gap for its students and fulfill its mission to  
10 prepare each of them for college.

11 *Voices College-Bound Language Academies*

12 20. Plaintiff Voices College-Bound Language Academies (“Voices”) is a non-profit public  
13 benefit corporation organized under the laws of the State of California, existing since January 5,  
14 2006. As authorized by Education Code Section 47604(a), Voices operates five public charter  
15 schools in Northern California. Voices public schools were founded in response to the crisis that  
16 while 9 in 10 Latino young adults say a college degree is important for success in life, less than 15%  
17 of Latinos age 25 or older hold a bachelor’s degree. Voices exists to change that statistic by  
18 providing students a rigorous college-prep K-8 program that teaches students English and Spanish,  
19 and builds on core elements of students’ identity.

20 21. Voices College-Bound Language Academy’s (known as Voices Franklin-McKinley,  
21 or “Voices FM”) charter was authorized in March 2006 and it began serving students in 2007. Its  
22 charter was renewed in February 2017 for a five year term through June 2023. Its campus is located  
23 in the City of San Jose. In the 2019-20 school year, Voices FM served 457 students in grades K-8.  
24 Of those students, 94.7% were Hispanic or Latino, 69.1% were socioeconomically disadvantaged,  
25 46% were English Learners, and 14% were special education students. In the 2020-21 school year,  
26 68 new students will be enrolled at Voices FM. There are currently 418 students on the waitlist for  
27 Voices FM for the 2020-21 school year.

28 ///

1           22.     Voices Morgan Hill’s (“Voices MH”) charter was authorized in November 2014 and it  
2 began serving students in 2015. Its charter was last renewed in December 2017 for five years,  
3 through June 2024. Its campus is located in the City of Morgan Hill. In the 2019-20 school year it  
4 served 309 students in grades TK-5. Of those students, 97.4% were Hispanic or Latino, 72.8% were  
5 socioeconomically disadvantaged, 62% were English Learners, and 13% were special education  
6 students. In the 2020-21 school year 62 new students will be enrolled at Voices MH. There are  
7 currently 101 students on the waitlist for Voices MH for the 2020-21 school year.

8           23.     Voices Mount Pleasant’s (“Voices MP”) charter was authorized in February 2015 and  
9 it began serving students in 2015. Voices MP’s charter was last renewed in September 2019 for five  
10 years, through June 2025. Its campus is located in the City of San Jose. In the 2019-20 school year  
11 it served 286 students in grades TK-5. Of those students, 95.5% were Hispanic or Latino, 74.1%  
12 were socioeconomically disadvantaged, 49% were English Learners, and 10% were special  
13 education students. In the 2020-21 school year, 36 new students will be enrolled at Voices MP.  
14 There are currently 62 students on the waitlist for Voices MP for the 2020-21 school year.

15           24.     Voices West Contra Costa’s (“Voices WCC”) charter was authorized in April 2017,  
16 and it began serving students in 2018. Its campus is located in the City of Pinole. In the 2019-20  
17 school year it served 172 students in grades TK-3. Of those students, 93.6% were Hispanic or  
18 Latino, 75.6% were socioeconomically disadvantaged, 63% were English Learners, and 13% were  
19 special education students. In the 2020-21 school year, 47 new students will be enrolled at Voices  
20 WCC. There are currently 132 students on the waitlist for Voices WCC for the 2020-21 school year.

21           25.     Voices Stockton is a new school set to open in the fall of 2020 and is based in the  
22 City of Stockton. It will enroll 53 new students, however, because the Student Defunding Law  
23 exempts new charter schools, these 53 students will be fully funded under the LCFF.

24           26.     Demand for enrollment at Voices has led to Voices’ growth throughout Northern  
25 California, as indicated by the more than 700 students on its waitlists. Voices is among the highest  
26 performing dual-language schools in the Bay Area. Its record of success exceeds that of nearby  
27 district schools, and it is closing the achievement gap of English Language Learner and Latino  
28 students. As measured by the California School Dashboard in 2019, at Voices Franklin-McKinley –

1 the only Voices school for which academic data is posted – Voices’ English Learner,  
2 Socioeconomically Disadvantaged, Latino, and special education students far outperformed their  
3 peers across the State at large.

4 27. In the 2019-20 school year, Voices MP, Voices MH, and Voices WCC generated  
5 734.17 units of ADA. In the 2020-21 school year, because of increases in enrollment at Voices MP,  
6 Voices MH, and Voices WCC, these schools’ students would generate ADA of approximately 884.8  
7 – new and continuing students together. Due to the Student Defunding Law, Voices MP, Voices  
8 MH, and Voices WCC will not receive funding for the incremental number of students they will  
9 serve in the 2020-21 school year, for which they have carefully planned and prepared for since the  
10 inception of their charters – the new students it welcomes every year – meaning 150 units of  
11 unfunded ADA in 2020-21.

12 28. That is, although Voices MP, Voices MH, and Voices WCC will be entitled to receive  
13 funding based on 961 students (translating to 884.8 units of ADA), it will only receive funding  
14 based on 767 students (resulting in 734.17 units of ADA). Although each student (ADA) at Voices  
15 MP, Voices MH, and Voices WCC is entitled to an allocation on average of approximately \$9,751  
16 each, because that rate will be applied to 884.8 students (ADA) instead of 734.17 students (ADA),  
17 each Voices student will be effectively funded under the LCFF at \$8,091. This means that on  
18 average, Voices MP, Voices MH, and Voices WCC’s students will only receive 82% of the per-  
19 pupil funding that is supposed to be guaranteed to each of them under the LCFF, and as compared  
20 with the LCFF funding allocated to public schools with declining enrollment, the disparity is even  
21 greater, e.g., the public school with 10% declining enrollment will be better funded by 33%. In the  
22 aggregate, this means that in the 2020-21 school year, as a result of defunding Voices MP, Voices  
23 MH, and Voices WCC’s students, they will collectively be defunded by more than \$1.4 million -  
24 \$1.4 million that was to be spent closing the achievement gap for Voices students. This lack of  
25 funding for incremental students will adversely impact the quality of the education at Voices MP,  
26 Voices MH, and Voices WCC and impair their capacity to close the achievement gap for its students  
27 and fulfill its mission to prepare each of them for college.

28 29. By example of the impact of the Student Defunding Law to Voices program, Voices

1 has been forced to eliminate 4<sup>th</sup> grade paraprofessionals at all of its schools, there will now be no  
2 Student Services Manager at Voices MH, the number of special education paraprofessionals has  
3 been reduced at all schools, and eliminated an instructional coach at each school. These reductions  
4 in Voices’ program limits Voices ability to provide small group and differentiated instruction, which  
5 is foundational to Voices model and why Voices has been so successful over the years in closing the  
6 achievement gap for all of its students.

7 ***John Adams Academies, Inc.***

8 30. Plaintiff John Adams Academies, Inc. (“JAA”) is a non-profit public benefit  
9 corporation organized under the laws of the State of California, existing since January 29, 2010. As  
10 authorized by Education Code Section 47604(a), JAA exists to “manage, operate, guide, direct and  
11 promote one or more California public schools.” (JAA Articles of Incorporation.) JAA is a  
12 classical leadership education charter school network operating three tuition-free TK-12 public  
13 schools to prepare future leaders and statesmen through principle-based education centered in  
14 classics and great mentors. JAA’s students - “scholars” – enjoy a classical liberal arts curriculum  
15 encompassing history, English, math, visual and performing arts, laboratory science, foreign  
16 language and college preparatory electives

17 31. Since 2011, JAA has operated John Adams Academy – Roseville (“JAA Roseville”) -  
18 a tuition-free public charter school located in Roseville, California, operated with public education  
19 dollars. JAA Roseville’s charter was authorized by the Roseville Joint Union High School District  
20 School Board in accordance with Education Code Section 47605. On May 23, 2019, JAA  
21 Roseville’s charter was authorized for a five-year term through June 2024. As of June 19, 2020,  
22 JAA Roseville currently had 1,502 students enrolled in grades TK-12 for the 2020-21 school year,  
23 up from 1,481 students in the 2019-20 school year.

24 32. Since 2017, JAA has also operated John Adams Academy – Lincoln (“JAA Lincoln”)  
25 – a tuition-free public charter school located in Lincoln, California, operated with public education  
26 dollars based on its ADA. JAA Lincoln’s charter was authorized by the Western Placer Unified  
27 School District Governing Board, in accordance with Education Code Section 47605. On March 5,  
28 2019, JAA Lincoln’s charter was renewed for a five-year term through June 2024. As of June 19,



1 2020, JAA Lincoln had 838 students enrolled in grades TK-10 for the 2020-21 school year, up from  
2 244 students in the 2019-20 school year. As of July 17, 2020, enrollment has risen to 867 with an  
3 additional 95 students currently going through the enrollment process and 186 applicants on the  
4 waitlist. JAA Lincoln continues to receive new parent inquires and applications daily.

5 33. Since 2017, JAA has also operated John Adams Academy – El Dorado Hills (“JAA El  
6 Dorado Hills”) - a tuition-free public charter school located in El Dorado Hills, California, operated  
7 with public education dollars based on ADA. JAA El Dorado Hills’ charter was authorized on  
8 February 28, 2017 by the El Dorado County Board of Education (“EDCOE”), in accordance with  
9 Education Code Section 47605. On April 13, 2018, EDCOE approved a material revision to the  
10 JAA El Dorado Hills’s charter to include the location of a permanent facility. On December 13,  
11 2019, JAA El Dorado Hills’ charter was renewed for a five-year term through June 2025. As of  
12 June 19, 2020, JAA El Dorado Hills has 866 students enrolled in grades TK-10 for the 2020-21  
13 school year, up from 745 students in the 2019-20 school year. This growth was anticipated to pay  
14 for the recently acquired permanent facility for JAA El Dorado Hills. JAA’s enrollment growth  
15 across its schools in 2020-21 follows years of planned year-over-year annual growth that has been  
16 necessary to meet the overwhelming demand for admission to JAA’s program over the past decade.  
17 The long waiting lists for its programs lead JAA to open and expand other public charter schools in  
18 2017 – at JAA Lincoln and JAA El Dorado Hills. The need for JAA Lincoln in particular was  
19 spurred by long waiting lists for JAA Roseville – students who lived nearby but who could not  
20 enroll. Although JAA filed a charter petition for the Lincoln campus in 2014, it has taken  
21 approximately six years from the original approval of the JAA Lincoln charter for JAA to locate a  
22 property, acquire the property, find a developer, design the facility, permit the facility, finance the  
23 facility, and complete construction of the facility. JAA Lincoln will occupy this new facility this fall  
24 – August 2020.

25 34. JAA’s public charter schools are in high demand amongst families because of the  
26 high-quality education offered by JAA. For example, in 2019, JAA Roseville earned the highest  
27 ratings on academic measures on the California School Dashboard – “blues” and “greens” in English  
28 Language Arts, Math, Graduation Rate, and College/Career Preparedness. For the end of the 2019-

1 20 school year, after offers of admission were already made for 2020-21 enrollment for Roseville  
2 and the new JAA Lincoln campus (JAA Roseville and JAA Lincoln campuses have overlapping  
3 service areas), there were still 879 students on JAA Roseville’s waitlist and 44 students on JAA El  
4 Dorado Hill’s waitlist– students that could not be served. As of June 19, 2020, JAA Roseville’s  
5 waitlist for the 2020-21 school year had 1,452 students, with JAA El Dorado Hills’ waitlist at 322  
6 students, and JAA Lincoln’s waitlist at 52 students. That is, JAA’s expansion efforts are still not  
7 sufficient to meet all demand.

8 35. To date, in order to keep up with community demand and meet the objectives and  
9 requirements in each of its charter school’s charter and statutory obligations, JAA has significantly  
10 invested in growing capacity as necessary to operate successful public schools, by hiring staff and  
11 teachers, building top-rate facilities and taking out bonds, and undertaking numerous expenses  
12 necessary to support student learning – everything from buying desks, to computers, to pencils, to  
13 lab materials, to basketballs. In 2019-20, JAA Roseville employed 79 teachers and 67.58 staff  
14 (FTE), JAA El Dorado Hills employed 38 teachers and 26.7 staff (FTE), and JAA Lincoln employed  
15 12 teachers and 17.35 staff (FTE). Based on JAA’s enrollment growth, in the 2020-21 school year,  
16 JAA Lincoln has hired 29 new teachers and JAA El Dorado Hills has hired six new teachers.

17 36. JAA also took on considerable bond debt to finance the new school facilities it  
18 developed in support of its enrollment needs and to accommodate growth. In 2014, 2015, and 2017,  
19 JAA Roseville issued more than \$20 million in bonds to finance its school facilities to support its  
20 consistent growth- 112,000 square feet of facilities with 67 classrooms, including a multi-purpose  
21 facility for a much needed gymnasium and stage. In 2018, JAA El Dorado Hills issued more than  
22 \$19 million in bonds to finance its school facilities – a 61,842 square foot project consisting of 40  
23 classrooms capable of accommodating approximately 900 students. And, in 2019, JAA Lincoln  
24 issued more than \$35 million in bonds to finance the construction of new school facilities – a 96,514  
25 square foot project expected to be completed in July 2020 for the 2020-2021 school year, consisting  
26 of 62 classrooms capable of accommodating approximately 1600 students. This debt creates  
27 significant annual financial obligations. For example, year over year bond debt service payments for  
28 the JAA Lincoln facility is nearly \$2 million in principal and interest, which is paid for through per

1 pupil ADA revenues.

2 37. Based on enrollment in JAA’s public schools, their respective 2020-21 budgets reflect  
3 significant expenditures to meet the needs of its students. JAA Roseville budgeted for \$13.7 million  
4 in expenses, including more than \$6.6 million in payroll and nearly \$600,000 in books and supplies.  
5 JAA El Dorado Hills budgeted for \$7.8 million in expenses, including more than \$3.7 million in  
6 payroll and approximately \$370,000 in book and supplies. JAA Lincoln budgeted for \$5.4 million  
7 in expenses, including more than \$3.2 million in payroll and \$400,000 in books and supplies.

8 38. Due to the Student Defunding Law, JAA’s public charter schools will not receive  
9 funding for the additional number of students it will serve in the 2020-21 school year for which it  
10 has carefully planned and prepared for years. This lack of funding for additional students will  
11 adversely impact the quality of the education at JAA’s public charter schools. In total, of JAA’s  
12 combined 3,225 projected enrollment for 2020-21, as planned for in budget documents,  
13 approximately 763 students are newly enrolled above 2019-20 ADA reporting levels, and JAA will  
14 receive *no* funding for them. That is the equivalent of approximately \$6.5 million, adjusted for  
15 ADA, that JAA will not receive for that projected enrollment growth. To wit, although JAA  
16 Roseville will enroll 1,503 students (approximately 1,430 students on an ADA basis), it will only be  
17 funded at the level of 1,472 enrolled students (approximately 1,413 students on an ADA basis).  
18 Although JAA El Dorado Hills is projected to enroll 907 students (approximately 853 students on an  
19 ADA basis), it will only be funded at the level of 746 students on an ADA basis. And most  
20 critically, although JAA Lincoln will enroll 815 students (approximately 766 students on an ADA  
21 basis), *it will only be funded for approximately 231 students* on an ADA basis—only approximately  
22 30% of the funding it would otherwise receive.

23 39. All of these budget reductions caused by the Student Defunding Law will cause a real  
24 and appreciably negative impact on the educational program experienced by students at JAA  
25 Lincoln and JAA El Dorado Hills.

26 ***Sycamore Creek Community Charter School***

27 40. Plaintiff Sycamore Creek Community Charter School (“Sycamore Creek”) is a non-  
28 profit public benefit corporation organized under the laws of the State of California, existing since

1 January 8, 2016. As authorized by Education Code Section 47604(a), Sycamore Creek exists to  
2 “manage, operate, guide, direct and promote one or more California public schools.” (Sycamore  
3 Creek Articles of Incorporation.)

4 41. Sycamore Creek began operations in 2019 as a tuition-free public charter school  
5 located in Huntington Beach, California (Orange County). Sycamore Creek is funded with public  
6 education dollars based on the ADA of its students. Sycamore Creeks’ charter was authorized on  
7 appeal by the Orange County Board of Education (“OCBOE”) in accordance with Education Code  
8 Section 47605. Sycamore Creek’s mission is to “educate the whole child,” through thematic, arts-  
9 integrated, and interdisciplinary curriculum that enables students to develop the ability to  
10 communicate with and as scientists and policymakers to solve complex global problems of their  
11 future adulthood. Sycamore Creek is guided by the core principles of public Waldorf education.

12 42. Sycamore Creek currently has 125 students enrolled in grades TK-7 for the 2020-21  
13 school year, up from 63 students that had started with the school at the beginning of the 2019-20  
14 school year. There are currently 22 students on the waitlist, and 40 students are in the process of  
15 applying. In order to serve the needs of all of its 125 students in the 2020-21 school year, Sycamore  
16 Creek hired six teachers and five staff members.

17 43. As of the final ADA reporting period of the 2019-20 school year, Sycamore Creek’s  
18 ADA was 65.93. Due to the Student Defunding Law, Sycamore Creek will not receive LCFF  
19 funding for the incremental number of students it will serve in the 2020-21 school year, for which it  
20 has carefully planned and prepared for since the inception of its charter. That is, Sycamore Creek  
21 will be funded as though it were still a school with 66 students (ADA), even though Sycamore Creek  
22 must serve 125 students, who would otherwise generate approximately 120 units of ADA if not for  
23 the Student Defunding Law. Specifically, the LCFF guarantees Sycamore Creek’s students a per  
24 ADA rate of approximately \$8,663, or approximately \$571,151 in LCFF revenue for Sycamore  
25 Creek based on ADA of 65.93. But, because that total LCFF grant must be shared by a school that  
26 would generate 120 units of ADA, each student is effectively being funded at a rate \$4,759 per ADA  
27 – about half of the per ADA LCFF rate that is guaranteed to students throughout the State.

28 ///

1           44. The defunding of Sycamore Creek’s new students will cause Sycamore Creek to lack  
2 the funds necessary to hire teachers for all of its students, lack the ability to hire instructional aides  
3 to provide adequate assistance to its English Learners and special education pupils as required by  
4 law, and lack the ability to provide even the most basic educational supplies for its students and  
5 teachers to use in the classroom. Specifically, as a result of on the Student Defunding Law, within  
6 months after the start of the school year, Sycamore Creek will be unable to meet basic fixed costs,  
7 provide services for special needs students, afford free and reduced priced meals, make full payroll,  
8 pay ongoing Waldorf teacher professional development, retirement system contributions, medical,  
9 vision, dental, hearing, and life insurance benefits. Sycamore Creek would also not be able to afford  
10 the aspects of its program that make it arts-integrated, interdisciplinary, and aligned with a  
11 framework that follows the Core Principles of Public Waldorf Education. Sycamore Creek’s charter  
12 to operate is also under threat of revocation as a result of the Student Defunding Law. On July 17,  
13 2020, Sycamore Creek received a notice of concern from its authorizer, the Orange County  
14 Department of Education (“OCDOE”), stating that because its budget “was prepared before the  
15 Governor signed the State Budget Act, and therefore does not reflect the most current assumptions,”  
16 and that because 2020-21 funding will be based on “prior year” attendance of 65.93 students and not  
17 projected attendance of 120 students, that Sycamore creek will have “total ending net assets of  
18 negative \$363,181.” The letter stated that as a result of Sycamore Creek’s new “poor fiscal  
19 condition,” that it must “submit a board approved revised budget to reflect the current assumptions  
20 in the State Budget Act” no later than August 13, 2020. However, so long as the Student Defunding  
21 Law remains in effect, Sycamore Creek will have a “poor financial condition” and/or fail to meet the  
22 objectives in its charter.

\* \* \*

24           45. As public schools within the boundaries of the State, the foregoing plaintiffs (“School  
25 Plaintiffs”) have a fundamental, constitutional obligation to provide a public education to their  
26 students on equitable terms with public education provided throughout the State, and have other  
27 contractual, statutory, and constitutional rights to receive funding for their students each year  
28 commensurate with student attendance. However, because of the Student Defunding Law, the

1 School Plaintiffs and similarly situated public schools are facing impossible choices that will harm  
2 their students: they can, for example and depending on the circumstances, lay off teaching staff,  
3 resulting in unconscionably large class sizes and operate a severely under-resourced program (which  
4 may not be feasible under the COVID-19 distancing requirements), they can end the school year  
5 months early, denying students of many months' worth of learning, they can close their doors or  
6 displace enrolled students, putting students and families through the emotional turmoil of having to  
7 find a new school amidst a global pandemic, or otherwise remain a on path towards a fiscal cliff,  
8 defaulting on their obligations, and compromise their ability to implement their successful academic  
9 models for their students.

10 **Student Plaintiffs**

11 ***Rex And Margaret Fortune School Of Education***

12 46. ***Samaiya (Kindergarten)*** - Plaintiff Samaiya Atkins is a California citizen who lives in  
13 the City of Sacramento. Samaiya is a five-year old African American girl. She is enrolled in Fortune  
14 School, which she will be attending for the first time in the 2020-21 school year as a kindergarten  
15 student. Samaiya's parents enrolled her in Fortune School because they trust Fortune School and  
16 "know this is the best option for [their] scholar in this area." Samaiya's sister also attends Fortune  
17 School and has thrived. Samaiya has a sincere and pure love for learning, and looks forward to being  
18 at Fortune School. However, due to the Student Defunding Law, Samaiya's education will not be  
19 funded in the 2020-21 school year under the LCFF. An application for the appointment of  
20 Samaiya's parent to act as her guardian ad litem in this action is being filed concurrently with this  
21 Petition.

22 47. ***Nailah (12<sup>th</sup> Grade)*** - Plaintiff Nailah Remy DuBose is a California citizen who  
23 resides in the City of Elk Grove. Nailah is a 17-year old African-American student. She has  
24 attended the Fortune School for nine years, and will be enrolled in the 12<sup>th</sup> grade in the 2020-21  
25 school year. Nailah chose to attend Fortune School because "it was founded on creating education  
26 equity for scholars who look like [her]." Nailah's favorite thing about Fortune School is its smaller  
27 class sizes; hands on learning, and the family dynamic that Fortune School fosters. Nailah's favorite  
28 subject at school is Science. She has maintained a 4.55 GPA, and is on track to earn her associate's

1 degree in general science along with her high school diploma. Nailah earned a spot in Cal Poly San  
2 Luis Obispo EPIC, a competitive residential program in engineering as a middle school student and  
3 has since been offered a full-ride scholarship to Cal Poly for college. Nailah has been an Honor Roll  
4 recipient since kindergarten, Principal’s Award since Freshman Year, and is a National Society of  
5 High School Scholars member. Nailah has also served as the Girl’s Varsity Basketball Team  
6 Captain (3 years), Girl’s Varsity Volleyball Team Captain (1 year), and was a 2020 graduate of the  
7 Sacramento Black Chamber of Commerce Young Leadership Collaboration. Nailah is also the  
8 Youth Ministry President of Future Community Church, a Junior Project Manager Intern at Future  
9 Community Church, an entrepreneur, and an author. Nailah intends to earn her B.A. in psychology,  
10 earn an MBA, and pursue a career in sports medicine orthopedic surgery – and open her own  
11 medical practice. Nailah is also on track to earn her associate’s degree in general science by the time  
12 she graduates from Fortune School. Due to the Student Defunding Law, Nailah’s education will  
13 effectively be defunded by a significant percent in the 2020-21 school year because her public  
14 school will not receive funding for the new students it is obligated to serve. An application for the  
15 appointment of Nailah’s parent to act as her guardian ad litem in this action is being filed  
16 concurrently with this Petition.

17       48.     *Aniyah (9<sup>th</sup> Grade)* - Plaintiff Aniyah LaErika Mee’Che DuBose is a California  
18 citizen who resides in the City of Elk Grove. Aniyah is a 14-year old African-American student  
19 who has attended the Fortune School for nine years, and will be enrolled in the 9<sup>th</sup> grade in the 2020-  
20 21 school year. Aniyah chooses to attend Fortune School “because of the amazing opportunities and  
21 programs that other public schools cannot provide. I believe in the strong foundation that  
22 Dr. Margaret Fortune sets, I truly will see her vision through.” Aniyah’s favorite thing about  
23 Fortune School is the staff because they are “so hands-on and supportive, they truly bring a  
24 welcoming spirit.” Aniyah’s favorite subject at school is Mathematics. Aniyah has earned a 4.0 GPA  
25 since kindergarten, has been on the Principal’s Honor Roll, was Middle School Valedictorian, and  
26 received a Middle School Principal’s Award. Aniyah has served as the Girls’ Basketball team  
27 captain in middle school (3 years), is a Media and Marketing Team Junior Intern at Future  
28 Community Church, was the Student Body President (5th-8th grade), and served on her school’s

1 Leadership Team and Event Planning Committee. Aniyah intends to attend Cal Poly San Luis  
2 Obispo and study Health and Physical Education and Howard University School of Law in  
3 preparation for a career as a medical malpractice lawyer. Due to the Student Defunding Law,  
4 Aniyah’s education will effectively be defunded by a significant percent in the 2020-21 school year  
5 because her public school will not receive funding for the new students it is obligated to serve. An  
6 application for the appointment of Aniyah’s parent to act as her guardian ad litem in this action is  
7 being filed concurrently with this Petition.

8         49.     ***Jael (2<sup>nd</sup> Grade)*** – Plaintiff Jael Allen-Pearson is a California citizen who resides in  
9 the City of Antelope. Jael is a 6 year-old African-American girl. She has attended Fortune School  
10 since 2017 and in the 2020-21 school year, Jael will be enrolled in the 2<sup>nd</sup> Grade. Jael has a rare and  
11 life-threatening genetic disorder that has caused her to be repeatedly hospitalized for multiple weeks  
12 at a time. Jael has a 504 Plan related to her condition. Jael’s parents enrolled her at Fortune School  
13 because they felt it was the best fit for Jael. Specifically, her parents found that the schools in Jael’s  
14 local district were in very poor condition, that Jael’s medical condition would not be adequately  
15 accommodated (which could cost Jael her life) and that Jael’s needs would be overlooked. Jael’s  
16 parents chose Fortune School because Fortune School was dedicated to meeting Jael’s unique needs,  
17 they are academically rigorous, “they affirm Black children as who they are,” and because Fortune  
18 School is “more than just a school; it is a community.” Jael loves going to Fortune School and  
19 cannot wait for the year to begin – Fortune School has recognized her talents, and accelerated her  
20 learning. Jael’s favorite subjects are Science and Social Studies. When Jael grows up, she wants to  
21 be a scientist, a chemist, a doctor, a spy, and a security guard. Due to the Student Defunding Law,  
22 Jael’s education will effectively be defunded by a significant percent in the 2020-21 school year  
23 because her public school will not receive funding for the new students it is obligated to serve. An  
24 application for the appointment of Jael’s parent to act as her guardian ad litem in this action is being  
25 filed concurrently with this Petition.

26         50.     ***Caleb (1<sup>st</sup> Grade)*** – Plaintiff Caleb Allen-Pearson is a California citizen who resides in  
27 the City of Antelope. Caleb is a 5 year-old African-American boy. Caleb has attended Fortune  
28 School since 2019 and in the 2020-21 school year, Caleb will be enrolled in the 1<sup>st</sup> Grade. Caleb



1 suffers from severe anxiety, for which he has a 504 Plan at school, and is being evaluated for autism  
2 spectrum disorder. As a preschooler, Caleb was non-verbal at his school. Caleb’s parents enrolled  
3 him at Fortune School because of how well Fortune School served his sister, Jael. Within six  
4 months, Caleb blossomed at Fortune School. Fortune School has been a safe space for Caleb, and he  
5 soon became conversational with his peers, teachers, and staff. In fact, Fortune School engaged and  
6 challenged Caleb to such an extent that he is skipping a grade – from transitional kindergarten  
7 directly to 1<sup>st</sup> grade. Caleb’s favorite subjects at school are Fact Fluency (math) and Reading  
8 Foundations. Due to the Student Defunding Law, Caleb’s education will effectively be defunded by  
9 a significant percent in the 2020-21 school year because his public school will not receive funding  
10 for the new students it is obligated to serve. An application for the appointment of Caleb’s parent to  
11 act as his guardian ad litem in this action is being filed concurrently with this Petition.

12 ***John Adams Academies, Inc.- Lincoln and El Dorado Hills***

13 51. ***Alexis (5<sup>th</sup> Grade)*** - Plaintiff Alexis Parker is a California citizen who resides in the  
14 City of Lincoln. Alexis is a 10-year old girl. She is enrolled in public school at JAA Lincoln, a  
15 school that she will begin attending for the first time in August 2020 as a 5<sup>th</sup> grade student. Alexis  
16 will attend JAA Lincoln with her two siblings, Maxwell and Nixon. Alexis’ parents enrolled her in  
17 JAA Lincoln because of JAA’s core values and its classics-based education. Alexis’ favorite  
18 subjects in school are Reading and Art. Last year, Alexis surpassed the 4<sup>th</sup> grade standards and  
19 received an award for personifying the core values of her school. If JAA Lincoln were to close mid-  
20 year, “Alexis would be lost without her community surrounding her.” When Alexis grows up, she  
21 wants to become a veterinarian and also study botany. As a new student at JAA Lincoln, Alexis’  
22 education will be allocated zero dollars in LCFF funding due to the Student Defunding Law. An  
23 application for the appointment of Alexis’ parent to act as her guardian ad litem in this action is  
24 being filed concurrently with this Petition.

25 52. ***Maxwell (3<sup>rd</sup> Grade)*** - Plaintiff Maxwell K. Parker is a California citizen who resides  
26 in the City of Lincoln. Maxwell is an 8-year old boy. He is enrolled in public school at JAA Lincoln,  
27 a school that he will begin attending for the first time in August 2020 as a 3<sup>rd</sup> grade student.  
28 Maxwell will attend JAA Lincoln with his two siblings, Alexis and Nixon. Maxwell’s parents

1 enrolled him in JAA Lincoln because of JAA’s core values and its classics-based education.  
2 Maxwell’s favorite subjects are Reading and Music. When Maxwell grows up, he wants to “become  
3 a space cadet and discover the universe.” If JAA Lincoln were to close mid-year, “Maxwell would  
4 be lost without his community surrounding him.” As a new student at JAA Lincoln, Maxwell’s  
5 education will be allocated zero dollars in LCFE funding due to the Student Defunding Law. An  
6 application for the appointment of Maxwell’s parent to act as his guardian ad litem in this action is  
7 being filed concurrently with this Petition.

8       53.     ***Nixon (Kindergarten)*** Plaintiff Nixon E. Parker is a California citizen who resides in  
9 the City of Lincoln. Nixon is 5-years old. He is enrolled in public school at JAA Lincoln, a school  
10 that he will begin attending for the first time in August 2020 as a kindergarten student. Nixon will  
11 attend JAA Lincoln with his two siblings, Maxwell and Alexis. Nixon’s parents enrolled him in JAA  
12 Lincoln because of JAA’s core values and its classics-based education. Nixon’s favorite subjects are  
13 Reading and Art. He surpassed the transitional kindergarten standards and was awarded the “Whale  
14 Award” for “his big heart that is evident in all that he does.” When Nixon grows up, he wants to  
15 become a firefighter with CalFire after attending college to earn a degree in Fire Science. If JAA  
16 Lincoln were to close mid-year, “Nixon would be lost without his community surrounding him.” As  
17 a new student at JAA Lincoln, Nixon’s education will be allocated zero dollars in LCFE funding due  
18 to the Student Defunding Law. An application for the appointment of Nixon’s parent to act as his  
19 guardian ad litem in this action is being filed concurrently with this Petition.

20       54.     ***Daniel (Kindergarten)*** – Plaintiff Daniel Drummond is a California citizen who  
21 resides in the City of Shingle Springs. Daniel is a 5-year old boy. He is enrolled in public school at  
22 JAA El Dorado Hills, a school that he will begin attending for the first time in August 2020 as a  
23 kindergartener. Daniel’s parents enrolled him at JAA El Dorado Hills because his four other siblings  
24 attend the same school and JAA El Dorado Hill’s program aligns with the educational objectives of  
25 his parents. Daniel is excited for all of the things his siblings have told him about attending JAA El  
26 Dorado Hills. When Daniel grows up, he wants to be a firefighter. COVID-19 put severe financial  
27 and emotional stress on Daniel’s family. Daniel in particular had a significant lapse in learning in his  
28 transitional kindergarten class at his prior school and had not completed learning his number and

1 letters as well as other crucial skills needed to enter Kindergarten successfully. As a new student at  
2 JAA El Dorado Hills, Daniel’s education will be allocated zero dollars in LCFF funding due to the  
3 Student Defunding Law. An application for the appointment of Daniel’s parent to act as his guardian  
4 ad litem in this action is being filed concurrently with this Petition.

5       55.     **Brock (6<sup>th</sup> Grade)** - Plaintiff Brock Strauch is a California citizen who resides in the  
6 City of Lincoln. Brock is an 11-year old boy and is both Caucasian and Cherokee Indian. Brock is  
7 enrolled in public school at JAA Lincoln, a school that he has attended since 2014. In the 2020-21  
8 school year, Brock will be in the 6<sup>th</sup> grade. Brock’s family enrolled him at JAA because his two  
9 siblings faced serious problems in traditional public schools and JAA was the first school that  
10 offered the structure, guidance, and safety levels Brock’s parents wanted for their children. Brock’s  
11 favorite thing about JAA is “the patriotism, the ten core values, and the kind teachers who look after  
12 him.” Brock’s favorite subject is Science. Brock previously struggled with reading, but JAA put him  
13 in a program early on that helped him grow significantly. JAA’s values inspired Brock to engage in  
14 his community by starting a fundraiser for Shriners Hospital, which was featured on the news and in  
15 magazines. During the COVID-19 pandemic, Brock and his family rose to the challenge of helping  
16 those in need by making and donating over 400 masks to front line workers. If JAA Lincoln were  
17 forced to close during the school year, Brock would be devastated. Brock suffers from anxiety with  
18 any major change to his life, which would create a huge set back as to all the progress he has made  
19 over the past two years at JAA Lincoln. Due to the Student Defunding Law, Brock’s education will  
20 effectively be defunded by a significant percent in the 2020-21 school year because his public school  
21 will not receive funding for the new students it is obligated to serve. An application for the  
22 appointment of Brock’s parent to act as his guardian ad litem in this action is being filed  
23 concurrently with this Petition.

24       56.     **Chloe (5<sup>th</sup> Grade)** – Plaintiff Chloe Knudson is a California citizen who resides in the  
25 City of Lincoln. Chloe is an 11-year old girl. She is enrolled in public school at JAA Lincoln, a  
26 school that she has attended since 2019. In the 2020-21 school year, Chloe will be enrolled in the  
27 5th grade. Her parents enrolled her at JAA Lincoln because they wanted Chloe to attend a school  
28 with high academic standards and a strong focus on character development. Chloe loves attending

1 JAA Lincoln because “she gets to see her best friend every day and the teachers are really nice.”  
2 Chloe’s favorite subject is reading, math, and grammar, and she loves all of the special classes  
3 offered at JAA Lincoln. Chloe received all “A” grades on her most recent report card and also  
4 received the year-end art award this past school year. When Chloe grows up, she wants to be the  
5 President of the United States or a marine biologist. Chloe cares deeply for people and animals.  
6 Chloe struggles with anxiety, but she is doing extremely well academically at JAA Lincoln. If JAA  
7 Lincoln closed during the middle of the school year and Chloe had to change schools, it would set  
8 her back drastically emotionally and academically. Due to the Student Defunding Law, Chloe’s  
9 education will effectively be defunded by a significant percent in the 2020-21 school year because  
10 her public school will not receive funding for the new students it is obligated to serve. An  
11 application for the appointment of Chloe’s parent to act as her guardian ad litem in this action is  
12 being filed concurrently with this Petition.

13       57. ***Emma (4<sup>th</sup> Grade)*** – Plaintiff Emma Knudson is a California citizen who resides in  
14 the City of Lincoln. Emma is 9-year old girl. She is enrolled in public school at JAA Lincoln, a  
15 school that she has attended since 2019. In the 2020-21 school year, Emma will be enrolled in the  
16 4th grade. Emma has a Section 504 Plan related to severe separation anxiety and selective mutism.  
17 Emma’s parents enrolled her at JAA Lincoln because they wanted Emma to attend a school with  
18 high academic standards and a strong focus on character development. Emma loves attending JAA  
19 Lincoln because she “gets to see her friends” and because of “the special classes they offer, and fun  
20 events throughout the year.” Emma’s favorite subjects at school are Art and Library. Emma has  
21 earned high marks on her report card despite her emotional challenges. When Emma grows up, she  
22 would like to be a teacher because she wants to “help kids the way she has been helped” at JAA  
23 Lincoln. If JAA Lincoln were to close during the s school year, it would be devastating to Emma,  
24 particularly in light of her anxiety conditions. Emma relies on teachers and staff at JAA Lincoln who  
25 have worked extremely hard to build trust and relationships with her. JAA Lincoln’s teachers and  
26 staff have also worked as a team with her parents to help Emma succeed in school. If Emma were to  
27 be taken out of the environment that has provided the structures, routines, and familiarity enabling  
28 Emma to succeed in school, it would be emotionally damaging to Emma. Due to the Student

1 Defunding Law, Emma’s education will effectively be defunded by a significant percent in the  
2 2020-21 school year because her public school will not receive funding for the new students it is  
3 obligated to serve. An application for the appointment of Emma’s parent to act as her guardian ad  
4 litem in this action is being filed concurrently with this Petition.

5 ***Sycamore Creek Community Charter School***

6 58. ***Sabrina (7<sup>th</sup> Grade)*** - Plaintiff Sabrina Urdinarrain is a California citizen who resides  
7 in the City of Long Beach. Sabrina is a 12-year old girl who is multiracial, of both Hispanic and  
8 Korean heritage. Sabrina is enrolled in public school at Sycamore Creek, a school that she will  
9 attend for the first time in August 2020 as a 7<sup>th</sup> grade student. Sabrina’s parents enrolled her in  
10 Sycamore Creek specifically because of its alignment with the Waldorf curriculum and principles.  
11 Sabrina’s favorite school subject is Science. As a student, Sabrina has maintained a 3.8 GPA.  
12 Sabrina is also a competitive gymnast and has taken on youth leadership roles. The COVID-19  
13 pandemic has had a significant impact on Sabrina and her family. The disruption to Sabrina’s  
14 education caused her to experience depression, and her parents suffered income loss. Due to the  
15 Student Defunding Law, Sabrina’s education will not be funded in the 2020-21 school year under  
16 the LCFF. An application for the appointment of Sabrina’s parent to act as her guardian ad litem in  
17 this action is being filed concurrently with this Petition.

18 59. ***Taran – (7<sup>th</sup> Grade)*** Plaintiff Taran Lance Silverthistle is a California citizen who  
19 resides in Huntington Beach. Taran is a 13-years old boy of Mexican/Irish descent. Taran attends  
20 public school at Sycamore Creek, a school that he has attended since 2019. In the 2020-21 school  
21 year, Taran will be enrolled in the 7th grade at Sycamore Creek. Taran receives specialized services  
22 and accommodations pursuant to his Section 504 plan. Taran changed schools to attend Sycamore  
23 Creek last year because he was experiencing severe bullying at his prior public school, to the point  
24 that law enforcement was involved. Taran’s grades dropped and he was failing most of his classes.  
25 Before attending Sycamore Creek, Taran repeatedly stated how much he hated going to  
26 school. After enrolling in Sycamore Creek, that changed. Taran now talks about how much he  
27 misses school and now aspires to go to college – which he would never say prior to enrolling in  
28 Sycamore Creek. Taran’s favorite things about Sycamore Creek are that the teachers and staff at the

1 school are “genuinely nice” and that the teaching methods used at Sycamore Creek work better with  
2 his learning style. In the 2019-20 school year, after transferring to Sycamore Creek, Taran earned  
3 passing grades in all of his classes. Taran’s favorite subject at school is History and Physical  
4 Education. When Taran grows up, he aspires to join the Coast Guard, go to college (he would be the  
5 first to earn a college degree in his immediate family) and then become a Park Ranger. Due to the  
6 Student Defunding Law, Taran’s education will effectively be defunded by a significant percent in  
7 the 2020-21 school year because his public school will not receive funding for the new students it is  
8 obligated to serve. An application for the appointment of Taran’s parent to act as his guardian ad  
9 litem in this action is being filed concurrently with this Petition.

10         60.     ***Finninas (6<sup>th</sup> Grade)*** - Plaintiff Finninas Perren Silverthistle is a California citizen  
11 who resides in Huntington Beach. Finninas is an 11-year old boy of Mexican/Irish descent. Finninas  
12 attends public school at Sycamore Creek, a school that he has attended since 2019. In the 2020-21  
13 school year, Finninas will be enrolled in the 6<sup>th</sup> grade. Finninas is a special education student with an  
14 individualized education plan. Finninas changed schools to attend Sycamore Creek last year  
15 because of his brother Taran’s significant growth at Sycamore Creek. Finninas’ favorite subject at  
16 school is English Language Arts and History. Finninas aspires to be an animator when he grows up.  
17 Due to the Student Defunding Law, Finninas’ education will effectively be defunded by a significant  
18 percent in the 2020-21 school year because his public school will not receive funding for the new  
19 students it is obligated to serve. An application for the appointment of Finninas’ parent to act as his  
20 guardian ad litem in this action is being filed concurrently with this Petition

21         61.     ***Zack (6<sup>th</sup> Grade)*** - Plaintiff Zack Kurt Rasch is a California citizen who resides in  
22 Huntington Beach. Zack is an 11-year old multiracial boy, Latino and caucasian. He attends public  
23 school at Sycamore Creek, a school that he has attended since 2019. In the 2020-21 school year,  
24 Zack will be enrolled in the 6th grade. Zack is a special education student with an individualized  
25 education plan, and qualifies for the Federal Free and Reduced Price Lunch program. Zack changed  
26 schools to attend Sycamore Creek last year because of its philosophy of “teaching to the whole  
27 child” and its “smaller class sizes.” Zack has thrived academically and socially at Sycamore Creek.  
28 Sycamore Creek “makes learning fun for Zack.” At his prior school, Zack struggled with writing

1 and math, but now he enjoys them. Last year, Zack met many of his special education goals and was  
2 able to go to “advisement only” on many of his special education accommodations because he was  
3 motivated at Sycamore Creek to perform without his accommodations. Zack is also involved in the  
4 school newspaper at Sycamore Creek. Due to the Student Defunding Law, Zack’s education will  
5 effectively be defunded by a significant percent in the 2020-21 school year because his public school  
6 will not receive funding for the new students it is obligated to serve. An application for the  
7 appointment of Zack’s parent to act as his guardian ad litem in this action is being filed concurrently  
8 with this Petition.

9 ***Voices College-Bound Language Academies***

10 62. ***Haide (2<sup>nd</sup> Grade)*** - Plaintiff Haide Santamaria Diaz is a California citizen who  
11 resides in the City of San Pablo. Haide is a 7 year-old Hispanic girl. She is enrolled in public school  
12 at Voices WCC - a school that she has attended for two years. In the 2020-21 school year, Haide will  
13 be enrolled in the 2<sup>nd</sup> grade. Haide qualifies for the Federal Free and Reduced Price Lunch program.  
14 Due to the Student Defunding Law, Haide’s education will effectively be defunded by a significant  
15 percent in the 2020-21 school year because his public school will not receive funding for the new  
16 students it is obligated to serve. An application for the appointment of Haide’s parent to act as his  
17 guardian ad litem in this action is being filed concurrently with this Petition.

18 63. ***Raphael (Transitional Kindergarten)*** - Plaintiff Raphael Santamaria Diaz is a  
19 California citizen who resides in the City of San Pablo. Rafael is a 4-year old Hispanic boy. He is  
20 enrolled in public school at Voices WCC - a school that he will attend for the first time in the 2020-  
21 21 school year as a transitional kindergarten student. Raphael is a special education student and  
22 qualifies for the Federal Free and Reduced Lunch program. Due to the Student Defunding Law,  
23 Raphael’s education will not be funded in the 2020-21 school year under the LCFF. An application  
24 for the appointment of Raphael’s parent to act as his guardian ad litem in this action is being filed  
25 concurrently with this Petition.

26 64. ***Emerson (5<sup>th</sup> Grade)*** - Plaintiff Emerson Paul Rodriguez Keyarts a California citizen  
27 who resides in the City of Gilroy. Emerson is a 10-year old Latino student. He is enrolled in public  
28 school at Voices MH - a school that he has attended for the past five years. In the 2020-21 school

1 year, Emerson will be in the 6<sup>th</sup> grade. Due to the Student Defunding Law, Emerson’s education will  
2 effectively be defunded by a significant percent in the 2020-21 school year because his public school  
3 will not receive funding for the new students it is obligated to serve. An application for the  
4 appointment of Emerson’s parent to act as his guardian ad litem in this action is being filed  
5 concurrently with this Petition.

6 \* \* \*

7 65. As students within the boundaries of the State of California, the foregoing plaintiffs  
8 (“Student Plaintiffs”) have a fundamental, constitutional right to a basic public education funded and  
9 provided on equitable terms throughout the State, and at the prevailing standard applicable to  
10 students throughout the State. The Student Defunding Law will have a real and appreciably  
11 negative impact on Student Plaintiffs by impairing these rights, as described in this Petition.

12 **Defendants**

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

18 67. Defendant Gavin Newsom is the Governor of the State of California. In his official  
19 capacity, the Governor is the chief executive officer of the State of California. It is his responsibility  
20 to ensure that the laws of the State are properly enforced. The Governor’s principal office is located  
21 in Sacramento County, and on information and belief, the Governor currently resides in Sacramento  
22 County.

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

27 69. Defendant Betty Yee is the State Controller for the State of California. In her official  
28 capacity, the State Controller is obligated to take all necessary steps to ensure that funding



1 apportionments to public schools in the State are disbursed in accordance with the California  
2 Constitution and State laws. The State Controller’s principal office is located in Sacramento  
3 County.

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

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

12 **III. JURISDICTION AND VENUE**

13 72. This case raises questions under the Constitution of the State of California. Thus, this  
14 Court has jurisdiction over all of Plaintiffs’ claims. This Court is authorized to issue a writ pursuant  
15 to Section 1085 *et seq.* of the California Code of Civil Procedure, declaratory relief pursuant to  
16 Section 1060 of the California Code of Civil Procedure, and to grant injunctive relief pursuant to  
17 Sections 525 and 526 of the California Code of Civil Procedure.

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

20 **IV. FACTUAL ALLEGATIONS**

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

22 74. The California Supreme Court has long recognized that a child’s right to an education  
23 is a fundamental interest guaranteed by the California Constitution. (*Serrano v. Priest* (1971) 5  
24 Cal.3d 584, 609 (“*Serrano P*”).) Education is “a major determinant of an individual’s chances for  
25 economic and social success in our competitive society,” and “a unique influence on a child’s  
26 development as a citizen and his participation in political and community life.” (*Id.* at p. 605.)  
27 Because “education is the lifeline of both the individual and society” (*id.* at p. 605) and serves the  
28 “distinctive and priceless function” as “the bright hope for entry of the poor and oppressed into the

1 mainstream of American society” (*id.* at pp. 608-09), laws that inflict a “real and appreciable  
2 impact” on the fundamental right to education, and which are not narrowly tailored to serve a

3 ///

4 compelling state interest, are unconstitutional. (*Butt v. California* (1992) 4 Cal.4th 668, 685-86  
5 (“*Butt*”).)

6 75. “[T]he right to an education today means more than access to a classroom.” (*Serrano*  
7 *I, supra*, 5 Cal.3d at p. 607). At a minimum, the right guarantees a basic level of education that  
8 prepares our children to (1) compete successfully in the economic marketplace and (2) participate in  
9 the social, cultural, and political activity of our society. (*Id.* at pp. 605-06.) As the California  
10 Supreme Court has recognized, “the unique importance of public education in California’s  
11 constitutional scheme requires careful scrutiny of state interference with basic educational rights.”  
12 (*Butt, supra*, 4 Cal.4th at p. 683.)

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

21 **B. California Creates the Charter School System to Fulfill its Constitutional Duty to**  
22 **Provide Students with a Public Education**

23 77. Although the California Constitution vests the State with the responsibility to provide  
24 a free and equitable education to all of its citizens, it does not define the manner in which the public  
25 school system is to be organized. Until the 1990s, education was generally organized and  
26 implemented by the State through school districts and county offices of education. However, in  
27 1992, the then-Governor signed the Charter Schools Act (“CSA”) into law which, authorized the  
28 creation of new public schools, like the School Plaintiffs, to deliver on the State’s constitutional

1 obligation to provide a free education to its young citizens – students like the Plaintiff Students.

2 78. For the first time in California’s history, the State authorized the creation of new  
3 public schools under the CSA by operators seeking to innovate in providing a new option in public  
4 education for students across the State. Through the CSA, it was “the intent of the Legislature . . . to  
5 provide opportunities for teachers, parents, pupils, and community members to establish and  
6 maintain *schools that operate independently from the existing school district structure*,” including to  
7 “accomplish” “[i]mprove pupil learning,” “[i]ncrease learning opportunities for all pupils, with  
8 special emphasis on expanded learning experiences for pupils who are identified as academically  
9 low achieving,” “[p]rovide parents and pupils with expanded choices in the types of educational  
10 opportunities that are available within the public school system,” and to “[p]rovide vigorous  
11 competition within the public school system to stimulate continual improvements in all public  
12 schools.” (Education Code Section<sup>3</sup> 47601) (emphasis added.).

13 79. The CSA confirms that like any other public school, “[c]harter schools are part of the  
14 Public School System, as defined in Article IX of the California Constitution,” that “[c]harter  
15 schools are under the jurisdiction of the Public School System and the exclusive control of the  
16 officers of the public schools,” and that “[c]harter schools shall be entitled to *full and fair funding*.”  
17 (Section 47615(a.)) (emphasis added.) Similarly, Section 47630 provides that “each charter school  
18 be provided with operational funding that is equal to the total funding that would be available to a  
19 similar school district serving a similar pupil population.” The CSA further declared that “these  
20 terms are required to be “liberally construed to effectuate the findings and declarations set forth. . .”  
21 (*Id.*, subd. (b.)) In other words, by enrolling and educating students in California, charter schools  
22 authorized under the CSA fulfill the State’s own constitutional obligation to provide a free public  
23 education to the State’s citizens – and they must be funded *fairly* and on the basis of the size of their  
24 “pupil population.”

25 80. Indeed, students in California are entitled to choose to attend a charter school with  
26 capacity to enroll new students, in exercise of their right to a free State-provided public education

27 \_\_\_\_\_  
28 <sup>3</sup> Except where stated otherwise, all statutory references in the Petition are to the California  
Education Code.

1 under the California Constitution. Specifically, in creating that choice in public education, the State  
2 has at all relevant times required its charter schools to affirm that they “shall admit all pupils who  
3 wish to attend the charter school” as a condition of their charter allowing them to function as public  
4 schools within the State. (Section 47605(e)(2)(A).)

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

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

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

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1  
2           83.     In response to *Serrano I* and *Serrano II*, the State implemented a funding scheme  
3 designed to roughly equalize per pupil spending across California, subject to variables not relevant  
4 to this Petition. Under the system that has existed for nearly fifty years, “funds raised by local  
5 property taxes are augmented by state equalizing payments. Each school district has a base revenue  
6 limit *that depends on average daily attendance*, ... and varies by size and type of district. The  
7 revenue limit for a district includes the amount of property tax revenues a district can raise, with  
8 other specific local revenues, coupled with an equalization payment by the state, thus bringing each  
9 district into a rough equivalency of revenues.” (56 Cal.Jur.3d (2003) Schools, § 7, p. 198.)  
10 (emphasis added.)

11           84.     Consistent with *Serrano I* and *Serrano II*, the school financing schemes have at all  
12 times since 1970s been designed to ensure that each school of like kind receives roughly the same  
13 amount of funding for each student in attendance, to the extent of their “average daily attendance” –  
14 ADA. (*See Butt*, 4 Cal.4th at 691 n.17 [“In obedience to *Serrano* principles, the current system of  
15 public school finance largely eliminates the ability of local districts . . . to fund current operations at  
16 a level exceeding their *State-equalized revenue per average daily attendance*.”]) (emphasis added.)

17           85.     For purposes of funding, ADA is roughly a measure of the students a school is  
18 serving, based on student attendance rather than overall enrollment. Specifically, ADA measures  
19 the sum of school days actually attended by students, divided by the number of school days in a  
20 given attendance-taking period. Accordingly, if one hundred students attend every day of school for  
21 an entire year, that school will receive funding for one hundred units of ADA (175 days of  
22 instruction x 100 students divided by 175 days), multiplied by the equitable funding level guaranteed  
23 by the State for each student or “ADA.” Thus, if fifty new students enroll in the school *in the next*  
24 *school year* and attend every day of school for an entire year, and no students disenroll, that school  
25 will be paid for one hundred and fifty units of ADA, multiplied by the funding level guaranteed by  
26 the State for each student. ADA-based funding therefore is designed to fund public schools based  
27 on public schools’ obligations to serve the students who are actually attending.

28 ///

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

11           87.     In 2013, California adopted the Local Control Funding Formula system – LCFF – for  
12 school funding, in compliance with the constitutional requirement that funding be provided  
13 commensurate with enrollment. It ensured that charter schools would be funded on par with school  
14 districts, as fellow operators of public schools in California. The LCFF is implemented through  
15 various sections of the Education Code, including Section 42238.02(c), which provides that each  
16 year, “*the Superintendent shall annually calculate* a local control funding formula grant for each  
17 school district *and charter school in the state*” which is uniform among school districts and charter  
18 schools throughout California (emphasis added.) Specifically, charter schools are entitled to annual  
19 funding equal to the sum of the “local control funding formula rates . . . multiplied by . . . *the total*  
20 *current year average daily attendance* in the corresponding grade level ranges.” (*Id.*) (emphasis  
21 added.) Under Section 42238.05(f), “[f]or purposes of Sections 42238.02 . . . average daily  
22 attendance for a charter school *shall be the total current year average daily attendance* in the  
23 corresponding grade level ranges for the charter school.” (emphasis added.). The State Controller is  
24 ultimately responsible for making the disbursements as they are certified by the SSPI. (*See* Section  
25 14041(a) [“The Controller shall draw warrants on [the State Treasury] to the extent “certified by the  
26 Superintendent as apportioned for programs identified . . . from the State School Fund to the school  
27 districts and charter schools.”]).

28           88.     LCFF funding for both school districts and charter schools is derived from base grants

(that are consistent across grade level spans) and supplemental and concentration grants allocated to serve historically underserved students, e.g., socioeconomically disadvantaged students. In the 2019-20 school year, the CDE prepared the below charts<sup>4</sup> identifying the amount of each of those base grants per ADA, and supplemental and concentration LCFF funding grants,<sup>5</sup> which on a combined basis is approximately \$10,000 per pupil in LCFF funding in the State.<sup>6</sup>

**School District and Charter School LCFF Entitlement**

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

**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

**Supplemental and Concentration Grant Funding**

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

89. 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 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

<sup>4</sup> <https://www.cde.ca.gov/fg/aa/pa/pa1920rates.asp>

<sup>5</sup> Under the LCFF, concentration and supplemental grants provide additional funding for public schools to serve English learners, foster youth, and economically disadvantaged students.

<sup>6</sup> <http://www.ebudget.ca.gov/FullBudgetSummary.pdf>

1 can be claimed by their new school, and it can no longer be claimed by the school from which that  
2 student disenrolled.

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

10 91. If funding did not adjust each year to reflect the number of students actually enrolled  
11 in each public school, then public schools with declining enrollment would have more financial  
12 resources to serve fewer students in the following year, and public schools with increasing  
13 enrollment would have fewer resources to serve more students. A public school that enrolled fifty  
14 new students would be unable to hire new teachers and to purchase the necessary equipment and  
15 supplies to serve them; consequently those new students would be required to share in the resources  
16 that were already allocated to students that were previously enrolled, based on the ADA generated  
17 by those continuing students. Growth in enrollment at school districts and charter schools alike can  
18 increase for many different reasons, such as enrollment of new kindergarten students, or students  
19 from private schools or homeschooling, new students moving into a geographic area, e.g., for  
20 economic reasons or demographic shifts or lower housing costs or changes in family structures, or  
21 because parents make a decision that their children's academic or social and emotional needs will be  
22 better served at a particular school district or charter school. Funding on a per-ADA basis ensures  
23 that students' schools have the resources to serve all new enrollees so as to provide them with the  
24 free public education to which they are entitled under the California Constitution.

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

27 92. At all relevant times, under the CSA, public charter school operators like the School  
28 Plaintiffs, founded by passionate educational and community leaders have been entitled to apply for



1 charters to operate public schools. Each charter school’s respective rights and obligations are set  
2 forth in a written charter petition which, together with applicable statutory law, memorializes its  
3 contractual arrangement with the State. Specifically, in return for the charter petitioners’ promises  
4 in their charter petition, e.g., to enroll all students who wish to attend, to not charge tuition, to be  
5 nonsectarian, to not discriminate on any protected basis, to “meet all statewide standards and  
6 conduct the pupil assessments,” to implement a program that “enabl[es] pupils to become self-  
7 motivated, competent, and lifelong learners,” to pursue academic goals aligned to the “state  
8 priorities,” the State promised that during the length of each charter term, that such schools shall be  
9 part of “the Public School System” and “entitled to *full and fair funding*” “equal to the total funding  
10 that would be available to a similar school district serving a similar pupil population,” so that the  
11 charter school can serve its students. (Sections 47615 and 47630) (emphasis added.)

12 93. The State’s promises to “full and fair funding” in line with funding throughout the  
13 State have at all relevant times been articulated specifically throughout the Education Code and  
14 related Regulations promulgated by the State Board of Education (“SBE”). For example, Section  
15 47633 provides that charter schools must receive general purpose funding in line with school  
16 district’s, and apportioned on the basis of that charter school’s average daily attendance:

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

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

(emphasis added.). (See also Section 42238.02(c) [entitling charter schools to funding equal to the  
sum of the “local control funding formula rates . . . multiplied by . . . ***the total current year average***

1 *daily attendance* in the corresponding grade level ranges.”]) (emphasis added.)

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

14 95. The State is aware of charter school operators’ reliance on the promise of *full and fair*  
15 *funding* because the State requires charter schools to articulate their plans over the length of the  
16 charter term in their charter petitions. Charter petitions, once approved, are filed with the State.

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

26 97. Thus, as a matter of statute, contract, and practice, charter schools are obligated to  
27 perform each year according to their charters and applicable law, and the State is obligated to  
28 provide *full and fair funding* to each charter school so that they may do so.

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

2 98. On June 29, 2020, *two days before the start of the 2020-21 fiscal year*, the Governor  
3 signed SB 98 into law. SB 98 is a 248-page trailer bill titled as adding and amending various statutes  
4 “relating to education finance, and making an appropriation therefor, to take effect immediately, bill  
5 related to the budget” (the “Trailer Bill”). The Trailer Bill involved various sections of the  
6 Education Code, the Government Code, the Revenue and Taxation Code, the Welfare and  
7 Institutions Code, the Budget Act of 2019, and Statutes of 2020. Among other issues, the Trailer  
8 Bill provides various mandates relating to distance learning and minimum instructional minutes for  
9 the 2020-21 school year (Education Code Section 43500 *et seq.*).

10 99. The Trailer Bill also included the Student Defunding Law, as follows, applicable to  
11 classroom-based schools, including classroom-based charter schools like those operated by the  
12 School Plaintiffs:

13 “Notwithstanding Sections 41601, 42238.05 to 42238.053, inclusive, and  
14 46010, **for purposes of calculating apportionments for the 2020–21**  
15 **fiscal year for a local educational agency . . . the department shall use**  
16 **the average daily attendance in the 2019–20 fiscal year reported for**  
17 **both the second period and the annual period apportionment that**  
18 **included all full school months from July 1, 2019, to February 29,**  
19 **2020, inclusive.”**

(Education Code Section 43502(b)) (emphasis added.) The Trailer Bill extended the same Student  
20 Defunding Law to non-classroom-based schools, i.e., schools operating independent study programs:

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

(Section 43505(b)(1).) (emphasis added.)<sup>7</sup>

28 100. The Trailer Bill also provides that in the 2020-21 school year, school districts are  
required to “offer 180 instructional days per school year” and charter schools are required to “offer

<sup>7</sup> The Trailer Bill also redefined “Enrollment” and “Change in Enrollment” for purposes of Sections 8 and 8.5 of Article XVI of the California Constitution as 2019-2020 ADA. (Education Code Section 43508).

1 175 instructional days per school year” (the same school year length as in other years), an  
2 instructional day being “a day in which all pupils are scheduled for the length of the day . . . in a  
3 classroom under the immediate supervision of a certificated employee or in distance learning that  
4 meets the minimum requirements described in this part.” (Section 43504(c)) (emphasis added.)  
5 When providing distance learning, an option allowed to all public schools during the COVID-19  
6 pandemic, all public schools in California must “ensure pupils have access to a full curriculum of  
7 substantially similar quality regardless of the method of delivery,” provide “[a] plan for ensuring  
8 access to devices and connectivity for all pupils to support distance learning whenever it occurs,”  
9 and “measure participation and assess pupil progress through live contacts and synchronous  
10 instructional minutes.” (Section 43509(f)(B).) Where a public school “offers fewer than the  
11 instructional days required” for all of their students, they are subject to a financial penalty. (Section  
12 43504(i)(1).)

13 101. In sum, these provisions require that the State’s officers and agencies calculate and  
14 provide LCFF apportionments to each public school in the 2020-21 school year based solely on  
15 attendance captured during the 2019-20 school year and that actual enrollment and attendance in  
16 2020-21 shall not be relevant for funding. But further, under these funding conditions, schools must  
17 also serve “all students” on all school days as a condition of receiving such funding – not just all  
18 students enrolled in the 2019-20 school year to the exclusion of newly enrolled students.

19 102. In effect, this means that students who are new to public education in the State or have  
20 moved to a new school district or charter school in 2020-21 with growing enrollment are made to  
21 completely forfeit or forgo public funding for their education that would otherwise be allocated to  
22 their school based on their enrollment in any other year. Stated differently, school districts and  
23 charter schools experiencing enrollment growth will receive no funding for any new students they  
24 educate and are forced to use funding based on *last year’s* lower enrollment to educate more  
25 students in attendance *this year* – new students and continuing students combined.

26 103. On the flipside, under the Student Defunding Law, public schools with declining  
27 enrollment will be funded in 2020-21 based on students who they are no longer are responsible for  
28 educating. A charter school or school district that lost one-hundred students after the close of the

1 2019-2020 school year, for example, will continue to be funded for those one-hundred students  
2 during the 2020-2021 school year, and a school district or charter school that gained one hundred  
3 new students during the 2020-2021 school year will not be funded for any of them. The California  
4 Legislature can of course enact legislation that protects school districts and charter schools with  
5 declining enrollment as well as fund school districts and charter schools experiencing enrollment  
6 growth; the outcome need not be a zero-sum game. But, the State cannot do what it is doing here:  
7 funding some students' educations, and defunding other students' educations arbitrarily, based on  
8 whether they are attending a public school with declining or flat enrollment or a public school with  
9 growing enrollment, particularly when doing so causes a tremendous disparity in the amount of  
10 funding provided to different public schools that leads to a real and appreciably negative impact on  
11 the educational program experienced by public school students attending public schools with  
12 growing enrollment.

13 **F. The Student Defunding Law Violates Students' Constitutional Rights and Threatens**  
14 **Their Schools' Viability**

15 104. The Student Defunding Law has created unconstitutional inequities in both the  
16 funding and quality of public education throughout the State and harm students, contrary to the  
17 State's obligations as provided in the statutes and constitutional provisions cited above, and as  
18 articulated in *Serrano I*, *Serrano II*, and *Butt*.

19 105. Like all California students, the Student Plaintiffs' right to a public education on  
20 equitable terms is protected under the equal protection clause and public education-related  
21 provisions of the California Constitution. Students' constitutional rights are the same whether they  
22 attend a school district school or a charter school. Since charter schools were created in 1992, they  
23 have functioned as "part of the Public School System, as defined in Article IX of the California  
24 Constitution." (Education Code Section 47615.) Accordingly, the School Plaintiffs are legally  
25 required to provide such an education to their students that fulfills the State's constitutional  
26 obligations to provide a public education, and in turn, the State is legally obligated to ensure that  
27 charter schools, such as the School Plaintiffs, are funded equitably to fulfill that obligation. (*Today's*  
28 *Fresh Start, Inc. v. Los Angeles County Office Of Education* (2013) 57 Cal.4th 197, 206 ["Though

1 independently operated, charter schools fiscally are part of the public school system; they are  
2 eligible equally with other public schools for a share of state and local education funding”; Ed. Code  
3 § 47615 [“Charter schools are part of the Public School System, as defined in Article IX of the  
4 California Constitution...[and] shall be entitled to *full and fair funding*, as provided in this  
5 part.”(emphasis added.)].

6 106. Students’ fundamental right to a public education is impaired when students  
7 experience a legally cognizable “disparity in educational service and progress,” a standard triggered  
8 where “the actual quality of the [school’s] program, viewed as a whole, falls fundamentally below  
9 prevailing statewide standards,” which thereby demonstrates “a real and appreciable impact on the  
10 affected students’ fundamental California right to basic educational equality.” (*Butt*, 4 Cal.4th at p.  
11 687.) In *Butt*, “the state’s duty to act” was triggered “students [are] being provided a lower quality  
12 education than that provided elsewhere in the state.” (*Collins v. Thurmond* (2019) 41 Cal.App.5th  
13 879, 898-900.) The Student Defunding Law will cause such an “extreme and unprecedented  
14 disparity in educational service and progress.”

15 107. Specifically, as a direct result of the Student Defunding Law, public schools that have  
16 experienced increased enrollment and their students will be harmed through significantly less  
17 funding on an aggregate per pupil basis as compared to public schools that have experienced steady  
18 or declining enrollment. Specifically, public schools with declining enrollment will receive funding  
19 for students who they are not educating – leaving these schools with an average funding per ADA  
20 *greater* than the prior school year. Thus, public schools with the same or more funding, by virtue of  
21 using last year’s attendance, will be able to serve their students at the same or better level as they did  
22 in the prior year. And public schools with increased enrollment will not receive funding for these  
23 new students who they are educating – leaving these schools with an average funding per ADA *less*  
24 *than* the prior school year. Thus, these schools with less funding per pupil will be only be able to  
25 serve their students, if at all, at a level and quality that is “fundamentally below prevailing statewide  
26 standards.” The disparity in funding created by the Student Defunding Law is greater than the  
27 disparity in funding cited by the Supreme Court in *Serrano I and II*.

28 ///

1           108. The State must ensure educational equity between students in the state and must  
2 ensure equitable access to a basic public education at the prevailing standard at all public schools –  
3 both those with growing enrollment and those with declining enrollment. That public schools with  
4 declining enrollment might need to be funded at *last year's* ADA levels to operate *this year* does not  
5 mean that public schools with growing enrollment must be funded at *last year's* ADA levels to meet  
6 their operational needs *this year*. Both needs can be addressed as a matter of legislative fiat, but the  
7 dramatic inequalities created under the Student Defunding Law cannot stand as a matter of  
8 constitutional principles.

9           109. The Student Defunding Law will necessarily create “an extreme and unprecedented  
10 disparity in educational service and progress” for Plaintiffs and similarly situated students and public  
11 schools with growing enrollment (charter schools and school districts alike) and is not theoretical.  
12 Numerous public schools throughout California experience significant net gains and net losses of  
13 enrollment each year, which correspond to significant swings in revenue that must be allocated to  
14 the public schools actually responsible for educating each enrolled student, on top of any revenue  
15 protections that the State may choose to provide to public schools with declining enrollment. Where  
16 State-mandated per-ADA LCFF grant funding is approximately \$10,000 per ADA (see above chart,  
17 accounting for base grants and supplemental LCFF grants), failure to fund just six students is  
18 financially significant, i.e., the equivalent to the loss or gain of the funding for a single teacher  
19 salary.

20           110. JAA Lincoln is one such school that stands to experience a significant deficit in  
21 funding in 2020-21 due to the Student Defunding Law and will be unable to serve its students at the  
22 prevailing statewide standards. In the 2019-20 school year, JAA Lincoln recorded ADA of 231.4  
23 units which when multiplied by the 2019-20 per pupil LCFF funding rate of \$8,632 equals  
24 \$1,990,189.<sup>8</sup> For the 2020-2021 school year, Lincoln's per pupil LCFF funding rate will be the

25 \_\_\_\_\_  
26 <sup>8</sup> JAA Lincoln's LCFF entitlement is less than \$10,000 because its student population does  
27 not qualify it for supplemental LCFF grants to the same extent as other public schools, e.g., Fortune  
28 School, which has an average LCFF grant of approximately \$10,700 per year. Therefore, in  
evaluating the disparate treatment in funding for JAA Lincoln, JAA Lincoln must be compared  
against schools with stable or declining enrollment that are eligible for the same LCFF funding  
rates as JAA Lincoln, i.e., because of their comparable student populations.

1 same: \$8,632. JAA Lincoln has enrolled 815 students for the 2020-2021 school year which, based  
2 on estimated ADA of 766.10, would equate to \$6,614,507 in LCFF revenue. But instead, under the  
3 Student Defunding Law, JAA Lincoln’s ADA will be fixed at its 2019-20 level, i.e., 231.4 units of  
4 ADA or \$1,990,189 in LCFF funding for the school, or, ***\$2,597 per pupil based on 2020-21***  
5 ***estimated ADA***. That is, each JAA Lincoln student in 2020-21 – new and continuing – will be  
6 effectively funded at a level that is about 30% of the guaranteed LCFF funding rate per ADA that  
7 will be paid throughout the state, i.e., approximately 30% of what their peers will be funded at  
8 schools that experience no net change in enrollment between the 2019-20 and 2020-21 school years.  
9 But, as compared with public schools with declining enrollment serving a similar student population,  
10 say a 10% decline, that public school will have an effective LCFF funding rate of \$9,591 per student  
11 – 269% higher than JAA Lincoln. JAA Lincoln’s per pupil funding disparity is representative of the  
12 kind of disparity that will be realized by all public schools that have increased enrollment for the  
13 current school year and are thereby affected by the Student Defunding Law. Education funding  
14 discrepancies in this range trigger breach constitutional standards as articulated in *Serrano I* and *II*  
15 and *Butt*.

16 111. School districts must enroll the students who reside within their geographic  
17 boundaries, subject to age limits. Similarly, charter schools like the School Plaintiffs must enroll all  
18 students who apply for enrollment, subject to capacity and age limits, are legally prohibited from  
19 disenrolling new students, while at the same time, they are legally obligated to provide their students  
20 a quality public education in accordance with the promises in their charters and state and federal  
21 law. Public schools like the School Plaintiffs and their students are thus boxed in. Growing  
22 enrollment public schools will be forced to make reductions to their programs that will harm  
23 students, such as by dramatically increased class sizes (which may not be possible due to COVID-19  
24 restrictions on adequate spacing of students in a classroom setting) due to the lack of financial  
25 resources to employ the appropriate level of teachers; whereas declining enrollment schools could  
26 hire more teachers and support staff, creating “extreme and unprecedented disparity in educational  
27 service and progress” for the Student Plaintiffs and similarly situated students, rendering their  
28 educations well “below prevailing statewide standards.” Among other impacts, Student Plaintiffs in



1 growing enrollment schools, and similarly situated students will attend schools facing some or all of  
2 the following challenges:

- 3 • Inability to purchase basic supplies for students;
- 4 • Inability to adequately support distance learning as necessary in the midst of a  
5 global pandemic, e.g., providing all students with laptops and internet  
6 connectivity and paying for infrastructure related to distance learning;
- 7 • Inability to purchase curriculum, course materials, textbooks, and related  
8 instructional materials.
- 9 • Inability to hire sufficient counselors to provide assistance to students’ social-  
10 emotional, academic, and post-secondary needs, and other staff necessary to  
11 support operations.
- 12 • Inability to procure materials and supplies and services and hire personnel  
13 necessary for the health and safety of students.
- 14 • Decrease in instructional days and minutes.

15 112. The research is clear that per pupil funding is correlated with academic achievement  
16 and that students attending school under these underfunded conditions are going to experience  
17 significant harm to their academic, social, and emotional development and progress. For example,  
18 A 2017 study by the Learning Policy Institute concluded that the extent of spending has a direct  
19 impact on school quality and student outcomes<sup>9</sup>:

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

28 Do schooling resources that cost money matter? Yes. Schooling resources  
that cost money are positively associated with student outcomes. These  
include smaller class sizes, additional instructional supports, early  
childhood programs, and more competitive teacher compensation  
(permitting schools and districts to recruit and retain a higher quality

<sup>9</sup> [https://learningpolicyinstitute.org/sites/default/files/product-files/How\\_Money\\_Matters\\_REPORT.pdf](https://learningpolicyinstitute.org/sites/default/files/product-files/How_Money_Matters_REPORT.pdf)

teacher workforce). Again, in some cases, these resources matter more for some students and in some contexts. On the whole, however, educational resources that cost money benefit students, and there is scarce evidence that one can gain stronger outcomes without these resources.

113. The research is also clear that class size is correlated to student achievement. For example, a 2015 study of studies titled “Impacts of School and Class Size on Student Outcomes” observed that “the majority of studies suggest a positive relationship between class size and student achievement,” that “small class sizes increase the likelihood that students take a college entrance exam, particularly among minority students,” that enrollment in a small class effectively narrowed the black-white gap in college test taking by 54 percent,” that a “class size of no more than 18 students per teacher is required to produce the greatest benefits,” and that “[m]inority and low-income students show even greater gains when placed in small classes in the primary grades.”<sup>10</sup>

114. There are of course no studies identifying the effects of extremely large class sizes on student learning of the size that may exist as a result of the Student Defunding Law, e.g., 60-70 students, because no K-12 schools actually hold regular academic classes of that size - it would be immoral to do so. Because large class sizes are known to be very harmful to students, the State subjects *school districts* to penalties when they exceed certain thresholds. Under Sections 41376 and 41378, kindergartens should not be larger than 33 students, classes in first through third grade should not be larger than 32 students, and classes in grades four through eight should not be larger than 30 students. Statewide, the average class size in California is twenty-five students per class in elementary school and thirty-five students per class in high school – 50% of the possible class sizes that may result at JAA and Sycamore Creek from the Student Defunding Law.

115. Research has long shown that limited or no participation in educational activities over a period of months has a profoundly negative impact on students’ academic progress. For example, a study conducted by the Northwest Evaluators Association shows that “summer learning loss was observed in math and reading across third to eighth grade, with students losing a greater proportion of their school year gains each year as they grow older – *anywhere from 20 to 50 percent.*”<sup>11</sup>

<sup>10</sup> <https://www.apsva.us/wp-content/uploads/2018/02/Hanover-Research-2015-Impacts-of-School-and-Class-Size-on-Student-Outcomes.pdf>

<sup>11</sup> <https://www.nwea.org/blog/2018/summer-learning-loss-what-we-know-what-were-learning/>

1 (emphasis added.)

2 116. Similarly, research regarding the impact of COVID-19 on student achievement  
3 indicates that the prolonged loss of consistent and quality education stands to create long term  
4 negative effects on students’ academic progress and outcomes. According to a study by McKinsey  
5 & Co., the average learning loss due to the pandemic is estimated to be seven months, with black  
6 students falling behind by 10.3 months, Hispanic students falling behind by 9.2 months, and low-  
7 income students falling behind by more than a year<sup>12</sup>. The study also estimates that these learning  
8 losses will exacerbate the existing achievement gaps by 15 to 20 percent and also increase high-  
9 school drop-out rates.

10 117. Defunding students’ educations through the Student Defunding Law will exacerbate  
11 learning loss for the Student Plaintiffs and those similarly situated in the same way the studies  
12 report, on top of learning loss already created by the COVID-19 pandemic and the 2020 summer  
13 break. The significant deficit in funding for growing schools in the 2020-21 school year and beyond  
14 will mean that students will be subject to unacceptable educational standards for an extended period  
15 of time, students will *not* be fully engaged in learning at prevailing basic standard, and accordingly,  
16 will be delayed academically and suffer long-term effects that will not be experienced by their peers  
17 in schools that will be fully funded.

18 118. If affected public schools were forced to close early in the school year or completely,  
19 either because they cannot operate at the legally mandated standard, or because even operating  
20 below the standard is not fiscally viable in practice, this would create a domino effect that would  
21 harm a significant number of families and students and create further “extreme and unprecedented  
22 disparit[ies] in educational service and progress.” Closure is a present danger. For example,  
23 Sycamore Creek’s authorizer sent Sycamore Creek a Notice to Cure regarding a budget deficit  
24 caused by the Student Defunding Law, and demanding that Sycamore Creek submit a revised budget  
25 by August 13, 2020 – a budget that would require extreme cuts to its program that would be  
26 inconsistent with the terms of its charter as well as state and federal law.

27 \_\_\_\_\_  
28 <sup>12</sup> <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           119. Students affected by school closures, or forced to change to another school to avoid  
2 the effects of the Student Defunding Law at their school would be required to find new schools for  
3 the 2020-2021 school year in the middle of a global pandemic, while suffering the effects of more  
4 learning loss and the emotional turmoil of adjusting to a new school. Where students are able to find  
5 a new school, their new school of enrollment will also not receive funding for that student's  
6 attendance. Many schools receiving new students will face the same issues of having to serve  
7 unfunded students with funding appropriated based on 2019-2020 attendance. Even more schools  
8 and more students will be harmed as schools shut down as a result of the Student Defunding Law.

9           120. Because education is a fundamental right, there is no cognizable legal basis on which  
10 the State may fund a student's education at a lower level or not at all because they have exercised  
11 their right to attend a public school in 2020-21 that is different from the school they attended in the  
12 prior year. Likewise, there is no cognizable legal basis on which the State may fund a student's  
13 education at a lower level on an aggregate basis because they are among the students attending a  
14 public school that has attracted new students, e.g., due to the quality of its programs or demographic  
15 shifts, it is experiencing growth in enrollment. Likewise, there is no cognizable legal basis on which  
16 the State may fund a student's education at a higher level simply because their school experienced  
17 either flat or declining enrollment.

18           121. In all cases, the students attending such public schools are treated differently based on  
19 whether their school has experienced flat or declining enrollment (they are treated better) or  
20 increased enrollment (they are treated worse). The Student Defunding Law therefore creates an  
21 arbitrary distinction between public schools that provide their students with the prevailing statewide  
22 standard education (or better) and public schools in which students will receive a sub-standard  
23 education which is not predicated upon the needs of the individual students.

24           122. California has no compelling interest in creating such arbitrary distinctions between  
25 the students in different public schools, or in funding laws that have a real and appreciably negative  
26 impact on an arbitrary subset of students' fundamental right to education based on whether they  
27 attend public schools with growing enrollment or declining enrollment. In the absence of the  
28 Student Defunding Law, the existing statutory scheme that funds students' educations at their public

1 school based on their actual average daily attendance would apply, and students would not face the  
2 arbitrary risk of having their education unfunded because they have enrolled in or remain enrolled in  
3 a public school in 2020-2021 with growing enrollment. As such, the Student Defunding Law  
4 violates the equal protection provisions of the California Constitution. If the Legislature wishes to  
5 protect public schools with declining enrollment against particular budgetary harms, it may do so,  
6 but it cannot defund students' educations at the public school in which they do enroll.

7 123. Failing to fund public schools based on their actual enrollment in each year also  
8 independently violates Article XVI of the California Constitution and numerous statutes that  
9 continue to be operative, as discussed above.

10 124. Because the Student Defunding Law is unconstitutional, Defendants have a legal duty  
11 to enforce and implement the law as it otherwise exists, in compliance with *Serrano I* and *II*, *Butt*,  
12 and laws guaranteeing equitable funding for California's students. That is, Defendants must certify  
13 and disburse funding apportionments to School Plaintiffs consistent with Education Code Section  
14 42238.02(c), without regard to the Student Defunding Law. Specifically, at least for public schools  
15 negatively impacted by the Student Defunding Law, the SSPI must be mandated to "**annually**  
16 **calculate** a local control funding formula grant for each school district **and charter school in the**  
17 **state,**" and certify funding to public schools using "local control funding formula rates . . .  
18 multiplied by . . . **the total current year average daily attendance** in the corresponding grade level  
19 ranges," (*Id.*) (emphasis added) and the Controller shall cause such amounts to be disbursed.

20 **V. CLAIMS FOR RELIEF**

21 **CLAIM ONE: WRIT OF MANDATE**

22 125. Plaintiffs incorporate by reference the foregoing paragraphs of this Petition as though  
23 fully set forth herein.

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

27 127. Defendants have a clear and present duty under the law to calculate and apportion  
28 funding to public schools in California in the 2020-21 school year based on ADA realized by

1 California public schools during the 2020-21 school year, consistent with Education Code Sections  
2 47612, 47615, 47633, and 42238.02, among others and Sections 8 and 8.5 of Article XVI of the  
3 California Constitution.

4 128. Plaintiffs have a beneficial interest in ensuring, on behalf of themselves and the public,  
5 that Defendants carry out their duties in a manner that does not violate the law.

6 129. Plaintiffs have no plain, speedy, and adequate remedy, in the ordinary course of law  
7 and are entitled to have a writ of mandate issue compelling Defendants to comply with the law as  
8 described in this Petition by distributing school funding in the 2020-21 school year in proportion  
9 with current year ADA.

10 **CLAIM TWO:**  
11 **VIOLATION OF THE**  
12 **CONSTITUTIONAL RIGHT TO A PUBLIC EDUCATION**

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

15 131. The State is obligated under the California Constitution (including art. IX, § 1, 5) to  
16 provide a free public education on equal terms to all students statewide, to ensure that the system of  
17 common schools provides equality of educational opportunity, to ensure that the system of common  
18 schools does not operate in a manner which denies basic educational equity to the students of  
19 particular schools, and to eliminate basic disparities in the system of common schools.

20 132. Charter schools are part of the “one system” of “common schools” which the State is  
21 obligated to maintain free of basic disparities.

22 133. Students attending charter schools in California are entitled to the same right to a  
23 public education free of basic disparities, on equal terms as otherwise made available to students on  
24 a statewide basis.

25 134. The Student Defunding Law is unconstitutional, both on its face and as applied to  
26 Plaintiffs, because it creates funding disparities between schools within the common system of  
27 schools which denies basic educational equity to the students of affected schools. The Student  
28 Defunding Law will create “extreme and unprecedented disparity in educational service and

1 progress” in which “the actual quality of the [public school’s] program, viewed as a whole, falls  
2 fundamentally below prevailing statewide standards.”

3 135. Plaintiffs are informed and believe that there are hundreds of similarly situated  
4 increasing enrollment schools, like the School Plaintiffs, and hundreds of similarly situated  
5 declining enrollment schools in the state of California, such that the Student Defunding Law is  
6 adversely affecting thousands and thousands of students, similarly situated as the Student Plaintiffs,  
7 in violation of the right to a public education under the California Constitution.

8 **CLAIM THREE:**  
9 **VIOLATION OF THE**  
10 **EQUAL PROTECTION CLAUSE**

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

13 137. Education is a fundamental interest for purposes of evaluating statutes in light of the  
14 California Constitution’s provisions guaranteeing equal protection of the laws.

15 138. The Student Defunding Law violates the equal protection provisions of the California  
16 Constitution (art. I, § 7; *id.* art. IV, § 16), both on its face and as applied to the Student Plaintiffs,  
17 because it (i) defunds students’ educations based on their enrollment at a public school with growing  
18 enrollment, while fully or more than fully funding the educations of students enrolled at a public  
19 school with flat or declining enrollment, and (ii) denies the students of some public schools an  
20 education basically equivalent to that provided elsewhere throughout the State. The Student  
21 Defunding Law will significantly underfund students’ education, creating a real and appreciably  
22 negative impact on students’ fundamental right to education.

23 139. Plaintiffs are informed and believe that there are hundreds of similarly situated  
24 increasing enrollment schools, like the School Plaintiffs, and hundreds of similarly situated  
25 declining enrollment schools in the state of California, such that the Student Defunding Law is  
26 adversely affecting thousands and thousands of students, similarly situated as the Student Plaintiffs,  
27 in violation of the right to equal protection under the California Constitution.

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**CLAIM FOUR:**  
**IMPAIRMENT OF CONTRACT**

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

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

7       142. The approval of the charters for the School Plaintiffs pursuant to the provisions of the  
8 CSA and related statutes created enforceable contracts between the School Plaintiffs and the State  
9 by which in exchange for operating a public school, admitting all pupils that wish to attend, and  
10 providing each student with the public school education as provided in their charters, among other  
11 promises, the State promised to provide funding to each School Plaintiff during each school year for  
12 each enrolled student commensurate with students’ annual ADA. Based on its conduct and words  
13 and knowledge, the State is estopped to deny that it assumed such obligations.

14       143. The Schools Plaintiffs have a vested contractual right to receive annual funding  
15 throughout the duration of their charters commensurate with the ADA realized in each school year.

16       144. The Student Defunding Law violates the Contracts Clause because it impairs the  
17 State’s obligation to provide funding to each School Plaintiff on account of their ADA in each  
18 school year, and impairs the School Plaintiffs’ ability to perform under the terms of their respective  
19 charters.

20       145. Plaintiffs are informed and believe that there are hundreds of similarly situated  
21 increasing enrollment schools, that are adversely affected by the Student Defunding Law in violation  
22 of the Contracts Clause under the California Constitution.

**CLAIM FIVE:**  
**VIOLATION OF THE**  
**DUE PROCESS CLAUSE**

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26       146. Plaintiffs incorporate by reference the foregoing paragraphs of this Petition as though  
27 fully set forth herein.

28       147. Under the due process clauses in the constitutions of the United States and the State of



1 California, a “[a] person may not be deprived of life, liberty, or property without due process of  
2 law.” (art. I, § 9)

3 148. California students have a property and liberty interest in their public educations and  
4 funding for their public educations, which may not be taken, destroyed, withheld, diminished, or  
5 defunded, without due process of the law.

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

9 150. The Student Defunding Law is unconstitutional because it will result in the taking,  
10 destruction, withholding, diminishment, or defunding of cognizable legal interests possessed by  
11 Plaintiffs without receiving due process of the law.

12 151. Plaintiffs are informed and believe that there are hundreds of similarly situated  
13 increasing enrollment schools, like the School Plaintiffs, and hundreds of similarly situated  
14 declining enrollment schools in the state of California, such that the Student Defunding Law is  
15 adversely affecting thousands and thousands of students, similarly situated as the Student Plaintiffs,  
16 in violation of the right to due process under the California Constitution.

17 **CLAIM SIX:**

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

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

21 153. Under Sections 8 and 8.5 of Article XVI of the California Constitution (“Proposition  
22 98”), the State is obligated to apportion funding to public schools each year according to annual  
23 enrollment.

24 154. Charter schools are subject to the constitutional rights provided under Proposition 98  
25 pursuant to Education Code Section 47612(c).

26 155. Insofar as Section 43508, as enacted by the Trailer Bill, fixes “enrollment” and  
27 “change in enrollment” as ADA during the 2019-20 school year for purposes of calculating  
28 Proposition 98’s constitutional funding mandates, Section 43508 is unconstitutional because (1) it is

1 contrary to the State’s constitutional obligation under Proposition 98 to apportion education funding  
2 based on *current-year* enrollment; and (2) calculating funding under Proposition 98 based on prior-  
3 year ADA violates students’ right to a basic public education free of disparities, the right to a funded  
4 public education at the prevailing standard in the State, the right of equal protection, the contracts  
5 clause, and the due process clause.

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

8 157. Plaintiffs are informed and believe that there are hundreds of similarly situated  
9 increasing enrollment schools, like the School Plaintiffs, and hundreds of similarly situated  
10 declining enrollment schools in the state of California, such that the Student Defunding Law is  
11 adversely affecting thousands and thousands of students, similarly situated as the Student Plaintiffs,  
12 in violation of Proposition 98.

13 **CLAIM SEVEN:**

14 **DECLARATORY RELIEF –INVALIDITY OF STATUTE**

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

17 159. An actual and justiciable controversy exists between the Plaintiffs and Defendants  
18 because Plaintiffs contend, and Defendants dispute, that the Student Defunding Law violates the  
19 constitutional and statutory provisions cited in this Petition.

20 160. Plaintiffs seek a declaration that the Student Defunding Law violates California  
21 students’ right to a basic public education free of disparities, the right to a funded public education at  
22 the prevailing standard in the State, the right of equal protection, the contracts clause, the due  
23 process clause, and the State’s constitutional obligations to fund public schools based on enrollment  
24 (Article XVI, Sections 8 and 8.5) as provided in the California Constitution, both facially and as  
25 applied to Plaintiffs, and that the State and its officers and agents are obligated to apportion funding  
26 for Plaintiff Schools and all similarly situated schools with growing enrollment, for each enrolled  
27 student commensurate with their current-year ADA, according to the calculation method specified in  
28 Education Code Section 42238.02, and that Sections 43502(b), 43505(b)(1), and 43508 shall have

1 no effect on such calculation.

2 161. Plaintiffs are informed and believe that there are hundreds of similarly situated  
3 increasing enrollment schools, like the School Plaintiffs, and hundreds of similarly situated  
4 declining enrollment schools in the state of California, such that the Student Defunding Law is  
5 adversely affecting thousands and thousands of students, similarly situated as the Student Plaintiffs,  
6 in violation of constitutional and statutory rights, entitling them to declaratory relief.

7 **CLAIM EIGHT:**

8 **DECLARATORY RELIEF – CONTRACT AND QUASI CONTRACT**

9 162. Plaintiffs incorporate by reference the foregoing paragraphs of this Petition as though  
10 fully set forth herein.

11 163. The approval of the charters for the School Plaintiffs pursuant to the provisions of the  
12 CSA and related statutes created enforceable contracts between the School Plaintiffs and the State in  
13 which the State promised to provide funding to each School Plaintiff for each enrolled student  
14 commensurate with their ADA during the term of each charter.

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

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

22 166. Plaintiffs seek a declaration that a contract exists between the State and the School  
23 Plaintiffs obligating the State and its officers and agents to apportion funding for School Plaintiffs  
24 and all similarly situated schools with growing enrollment, for each enrolled student commensurate  
25 with their current year ADA, according to the calculation method specified in Education Code  
26 Section 42238.02, and that Sections 43502(b), 43505(b)(1), and 43508 shall have no effect on such  
27 calculation, or alternatively, that the State is estopped from denying that it has such an obligation.

28 ///

1 167. Plaintiffs are informed and believe that there are hundreds of similarly situated  
2 increasing enrollment schools, like the School Plaintiffs, adversely affected by the Student  
3 Defunding Law, in violation of contractual, constitutional, and statutory rights, entitling them to  
4 declaratory relief.

5 **VI. PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiffs pray for judgment as follows:

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

10 2. Plaintiffs respectfully request that this Court enter a declaratory judgment stating that  
11 the Student Defunding Law violates the to right a basic public education free of disparities among  
12 citizens of the State, the right to a funded public education at the prevailing standard in the State, the  
13 right of equal protection, the contracts clause, the due process clause, and the State’s constitutional  
14 obligations to fund public schools based on actual enrollment (Article XVI, Sections 8 and 8.5) in  
15 the California Constitution.

16 3. Plaintiffs respectfully request that this Court enter a declaratory judgment stating that  
17 in the 2020-21 school year and each year thereafter, Defendants are obligated to apportion funding  
18 for School Plaintiffs and all schools similarly situated, for each enrolled student based on the then  
19 current year ADA, according to the calculation method specified in Section 42238.02, and that  
20 Sections 43502(b), 43505(b)(1), and 43508 shall have no effect on such calculation, or alternatively,  
21 that the State is estopped from denying such obligation.

22 4. Plaintiffs respectfully request that this Court enter a permanent injunction enjoining  
23 the enforcement, application, or implementation of the Student Defunding Law as to public schools  
24 with growing enrollment in the 2020-21 school year and beyond.

25 5. Plaintiffs respectfully request that this Court enter a permanent injunction enjoining  
26 Defendants from implementing at any time in the future any system substantially similar to the  
27 framework implemented by the Student Defunding Law that impairs funding for schools with  
28 growing enrollment or does not fund schools on actual enrollment/ADA.

1           6.       Plaintiffs respectfully request that this Court retain continuing jurisdiction over this  
2 matter until such time as the Court has determined that Defendants have fully and properly complied  
3 with its Orders.

4           7.       Plaintiffs respectfully request an award of costs, disbursements, and reasonable  
5 attorneys' fees and expenses pursuant to section 1021.5 of the California Code of Civil Procedure.  
6 Plaintiffs respectfully request all other relief as the Court may deem appropriate.

7  
8 Dated: July 27, 2020

**YOUNG, MINNEY & CORR, LLP**

9  
10 By: 

11 PAUL C. MINNEY  
12 *Attorney for Plaintiffs,*  
13 SAMAIYA ATKINS, NAILAH DUBOSE,  
14 ANIYAH DUBOSE, Jael ALLEN-PEARSON,  
15 CALEB ALLEN-PEARSON, NIXON  
16 PARKER, MAXWELL PARKER, ALEXIS  
17 PARKER, DANIEL DRUMMOND, CHLOE  
18 KNUDSON, EMMA KNUDSON, BROCK  
19 STRAUCH, SABRINA URDINARRAIN,  
20 FINNINAS SILVERTHISTLE, TARAN  
21 SILVERTHISTLE, ZACK RASCH, HAIDE  
22 DIAZ, RAPHAEL SANTAMARIA DIAZ,  
23 EMERSON PAUL RODRIGUEZ KEYARTS,  
24 REX AND MARGARET FORTUNE SCHOOL  
25 OF EDUCATION, VOICES COLLEGE-BOUND  
26 LANGUAGE ACADEMIES, JOHN ADAMS  
27 ACADEMIES, INC., AND SYCAMORE CREEK  
28 COMMUNITY CHARTER SCHOOL

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**VERIFICATION**

I, MARCUS ATKINS, am the Guardian Ad Litem for Petitioner/Plaintiff SAMAIYA ATKINS, 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 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 27<sup>th</sup> day of July 2020 in Sacramento, California.

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MARCUS ATKINS

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**VERIFICATION**

I, PASTOR STEFON DUBOSE, am the Guardian Ad Litem for Petitioner/Plaintiff NAILAH DUBOSE, 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 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 27 day of July 2020 in Elk Grove, California.

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PASTOR STEFON DUBOSE

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**VERIFICATION**

I, PASTOR STEFON DUBOSE, am the Guardian Ad Litem for Petitioner/Plaintiff ANIYAH DUBOSE, 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 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 27 day of July 2020 in Elk Grove, California.

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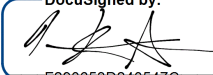
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**VERIFICATION**

I, TAK ALLEN, am the Guardian Ad Litem for Petitioner/Plaintiff Jael Allen-Pearson, 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 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 27th day of July 2020 in Antelope, California.

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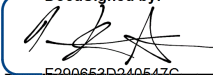
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**VERIFICATION**

I, TAK ALLEN, am the Guardian Ad Litem for Petitioner/Plaintiff CALEB ALLEN-PEARSON, 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 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 27<sup>th</sup> day of July 2020 in Antelope, California.

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**VERIFICATION**

I, BRADLEY PARKER, am the Guardian Ad Litem for Petitioner/Plaintiff ALEXIS PARKER, 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 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 27 day of July 2020 in Lincoln, California.

DocuSigned by:  
  
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BRADLEY PARKER

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**VERIFICATION**

I, BRADLEY PARKER, am the Guardian Ad Litem for Petitioner/Plaintiff MAXWELL PARKER, 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 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 27 day of July 2020 in Lincoln, California.

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BRADLEY PARKER

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**VERIFICATION**

I, BRADLEY PARKER, am the Guardian Ad Litem for Petitioner/Plaintiff NIXON PARKER, 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 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 27 day of July 2020 in Lincoln, California.

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BRADLEY PARKER

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**VERIFICATION**

I, SCOTT DRUMMOND, am the Guardian Ad Litem for Petitioner/Plaintiff DANIEL DRUMMOND, 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 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 27 day of July 2020 in Shingle Springs, California.

DocuSigned by:  
*Scott Drummond*  
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SCOTT DRUMMOND

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**VERIFICATION**

I, BRENDA STRAUCH, am the Guardian Ad Litem for Petitioner/Plaintiff BROCK STRAUCH, 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 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 21 day of July 2020 in Lincoln, California.

DocuSigned by:  
*Brenda Strauch*  
4256B6CF7C144FE  
BRENDA STRAUCH

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**VERIFICATION**

I, AMY KNUDSON, am the Guardian Ad Litem for Petitioner/Plaintiff CHLOE KNUDSON, 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 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 ~~07/27/2020~~ July 2020 in Lincoln, California.

DocuSigned by:  
  
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AMY KNUDSON



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**VERIFICATION**

I, AMY KNUDSON, am the Guardian Ad Litem for Petitioner/Plaintiff EMMA KNUDSON, 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 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 ~~07/27/2020~~ July 2020 in Lincoln, California.

DocuSigned by:  
  
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AMY KNUDSON

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**VERIFICATION**

I, MARIA URDINARRAIN, am the Guardian Ad Litem for Petitioner/Plaintiff SABRINA URDINARRAIN, 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 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 27<sup>th</sup> day of July 2020 in Long Beach, California.

DocuSigned by:  
  
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MARIA URDINARRAIN

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**VERIFICATION**

I, ROBERT EDWARD MCALEER, am the Guardian Ad Litem for Petitioner/Plaintiff TARAN SILVERTHISTLE, 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 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 27 day of July 2020 in Huntington Beach, California.

DocuSigned by:  
  
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ROBERT EDWARD MCALEER

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**VERIFICATION**

I, ROBERT EDWARD MCALEER, am the Guardian Ad Litem for Petitioner/Plaintiff FINNINAS SILVERTHISTLE, 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 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 27 day of July 2020 in Huntington Beach, California.

DocuSigned by:  
  
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ROBERT EDWARD MCALEER

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**VERIFICATION**

I, ELIZABETH ANN RASCH, am the Guardian Ad Litem for Petitioner/Plaintiff ZACK RASCH, 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 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 27<sup>th</sup> day of July 2020 in Huntington Beach, California.

DocuSigned by:  
*Elizabeth A Rasch*  
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ELIZABETH ANN RASCH

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**VERIFICATION**

I, JOANNA DIAZ, am the Guardian Ad Litem for Petitioner/Plaintiff HAIDE SANTAMARIA DIAZ, 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 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 27 day of July 2020 in San Pablo, California.

DocuSigned by:  
*Joanna Diaz*  
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JOANNA DIAZ

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**VERIFICATION**

I, JOANNA DIAZ, am the Guardian Ad Litem for Petitioner/Plaintiff RAPHAEL SANTAMARIA DIAZ, 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 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 27 day of July 2020 in San Pablo, California.

DocuSigned by:  
*Joanna Diaz*  
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JOANNA DIAZ

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**VERIFICATION**

I, VICTOR RODRIGUEZ, am the Guardian Ad Litem for Petitioner/Plaintiff EMERSON PAUL RODRIGUEZ KEYARTS, 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 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 date day of July 2020 in Gilroy, California.

DocuSigned by:  
  
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VICTOR RODRIGUEZ



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**VERIFICATION**

I, MARGARET FORTUNE, am the President and Chief Executive Officer for Petitioner/  
Plaintiff REX AND MARGARET FORTUNE SCHOOL OF EDUCATION, 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 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 27th day of July 2020 in Sacramento, California.

DocuSigned by:  
*Margaret Fortune*  
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MARGARET FORTUNE \_\_\_\_\_

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**VERIFICATION**

I, FRANCES TESO, am the Executive Director and Chief Executive Officer for Petitioner/  
Plaintiff VOICES COLLEGE-BOUND LANGUAGE ACADEMIES, 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 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 27<sup>th</sup> day of July 2020 in San Jose, California.

DocuSigned by:  
*Frances Teso*  
FRANCES TESO

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**VERIFICATION**

I, JOSEPH BENSON, am the Executive Director of Petitioner/ Plaintiff JOHN ADAMS ACADEMIES, 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 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 27<sup>th</sup> day of July 2020 in Roseville, California.

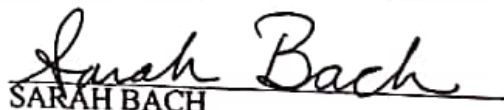
DocuSigned by:  
*Joseph P. Benson*  
508308255AD3474  
\_\_\_\_\_  
JOSEPH BENSON

**VERIFICATION**

I, SARAH BACH, am the Executive Director for Petitioner/ Plaintiff SYCAMORE CREEK COMMUNITY CHARTER SCHOOL, 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 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 26<sup>th</sup> day of July 2020 in Mentone, California.

  
SARAH BACH