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NEWHALL SCHOOL DISTRICT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

NEWHALL SCHOOL DISTRICT,

Petitioner/Plaintiff,

v.

ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT; and AEALAS, AKA ALBERT EINSTEIN ACADEMY FOR LETTERS, ARTS AND SCIENCES, INCORPORATED,

Respondents/Defendants.

AEALAS, AKA ALBERT ENSTEIN ACADEMY FOR LETTERS, ARTS AND SCIENCES, INCORPORATED,

Real Party in Interest.

Case No. BS149061
Related Case Nos. BS149062, BS150159

NEWHALL SCHOOL DISTRICT'S STATEMENT RE: JURISDICTION AND COUNTERSTATEMENT RE: DEFENDANTS' NONCOMPLIANCE WITH RULING

Assigned for all Purposes to Judge James C. Chalfant, Department 85

Date:	February 5, 2015
Time:	9:30 a.m.
Petition Filed:	June 6, 2014
Amended Petition Filed:	August 28, 2014
Trial Held:	October 9, 2014
Notice of Appeal Filed:	December 12, 2014

Exempt from filing fees pursuant to Gov. Code, § 6103.

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I. INTRODUCTION

NEWHALL SCHOOL DISTRICT ("Plaintiff") respectfully submits that by virtue of the filing of Plaintiff's notice of appeal on December 12, 2014, the Court has been divested of jurisdiction to validate the Albert Einstein Academy for Letters, Arts and Sciences-Science, Technology, Engineering, Arts, and Mathematics ("STEAM") charter petition submitted by ALBERT EINSTEIN ACADEMY FOR LETTERS, ARTS AND SCIENCES, INC. ("Academy") and approved by the ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT ("Acton-Agua" and together with Academy, "Defendants") pursuant to the remedy in the Court's order dated October 9, 2014 ("Ruling") because that remedy is the subject of the pending appeal. Consistent with the Ruling that Acton-Agua's board failed to make any findings regarding any exception to geographic restrictions, however, the Court may enter Judgment and Writ setting aside the AEA-SCV charter as null and void. (*No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 81 [holding that a trial court may remand only "for clarification of ambiguous findings," but *not* in "a case of total absence of any written determination on the matter"].)

To the extent the Court considers the Joint Statement filed by Defendants,[1] Plaintiff respectfully submits this counterstatement regarding Defendants' noncompliance with the Ruling. Defendants did not comply with the Court's order to replace the invalid charter for AEA-SCV by the return date of February 5, 2015. Specifically recognizing that Acton-Agua's scheme of "creating a revenue stream by operating schools outside the district" is "not consistent with the spirit and intent of the [geographic restrictions in Education Code section 47605]" (A.R. 361; 55:1-5), the Court ordered Acton-Agua to "make its decision consistent with the spirit as well as the letter of the Charter Schools Act" (A.R. 388; 82:20-22). The Court further admonished that any public hearing could not be "meaningless," recognizing the risk that "the remedy of hearing and findings [would be] all window dressing." (A.R. 379; 73:5-11, 23-25.) Because that risk is so substantial, the Supreme Court observed in *No Oil, Inc. v. City of Los Angeles*, *supra*, 13 Cal. 3d at p. 81 that where no findings were made but remand nonetheless ordered, a "resolution adopted at

[1] The fact that Defendants are acting jointly is telling of their cozy relationship. Defendants are working hand-in-hand to achieve their desired outcome, not at an arm's length to ensure proper boundaries are respected between authorizer and charter school.

[a meeting on remand] represents simply an example of [] '*post hoc* rationalization' of a decision already made, which the courts [have] condemned." (*Ibid.*) As a result, remand could not work in this case. Defendants' failure to meet the Court's standards prove the point. Accordingly, the Court should enter Judgment and Writ setting aside the AEA-SCV charter as null and void in conformity with the Ruling.

II. PLAINTIFF'S APPEAL AUTOMATICALLY STAYS ALL PROCEEDINGS IN THE TRIAL COURT AFFECTING THE ORDER APPEALED FROM, OR MATTERS EMBRACED THEREIN

Section 916, subdivision (a), of the Code of Civil Procedure operates as an automatic stay upon perfection of an appeal, halting "proceedings in the trial court upon the judgment or order appealed from or upon the matters embraced therein or affected thereby, including enforcement of the judgment or order …." Generally, the filing of a notice of appeal divests the trial court of further jurisdiction over non-collateral matters in the action.[2] (*In re Estate of Waters* (1919) 181 Cal. 584, 585; see *Varian Medical Systems, Inc. v. Delfino* (2005) 35 Cal.4th 180, 189.) Whether a party is in compliance with orders arising out of writ proceedings is not relevant to the finality and appealability of the underlying orders themselves. (*Public Defenders' Organization v. County of Riverside* (2003) 106 Cal. App. 4th 1403, 1409-14 [holding that order was appealable despite lack of separate formal judgment].)

The purpose of the automatic stay following appeal is to protect the appellate court's jurisdiction until the appeal is decided; the rule prevents the trial court from rendering an appeal futile by altering the appealed judgment or order by conducting other proceedings that may affect it. (*Chapala Management Corp. v. Stanton* (2010) 186 Cal.App.4th 1532, 1542.) The rule is applicable to proceedings on a writ of mandate. (See *Building Code Action v. Energy Resources Conservation & Dev. Com.* (1979) 88 Cal.App.3d 913, 921–922.)

In this case, Plaintiff filed a petition for writ of mandate seeking enforcement of the Charter Schools Act against Acton-Agua and Academy to prevent the continued illegal operation of an out-of-district charter school within Plaintiff's jurisdictional boundaries. Following trial on

[2] The filing of a notice of appeal does not deprive the trial court of jurisdiction to award attorney fees and costs post trial. (*Bankes v. Lucas* (1992) 9 Cal. App. 4th 365, 368.)

October 9, 2014, the Court agreed that the charter petition for AEA-SCV was not validly approved, that Acton-Agua failed to make any finding to authorize the charter school to locate outside Acton-Agua's boundaries, and that approval must therefore be vacated and the charter set aside. Despite the fact that charter schools have been deemed constitutional because they are strictly controlled by the detailed statutory scheme set forth in the Charter Schools Act (*Wilson v. State Bd. of Educ.* (1999) 75 Cal.App.4th 1125, 1136), instead of ordering AEA-SCV to cease operations because it did not have a charter as required by the Charter Schools Act, the Court fashioned relief for Defendants that allowed the school to remain in operation, provided that Academy undertake on "remand" to "replace" its invalid charter with a valid one by February 5, 2015, making requisite findings. The Court denied all other relief requested in Plaintiff's writ petition. (A.R. 305.)

Pursuant to California Rules of Court, Rule 8.104, Plaintiff – aggrieved by the Court's decision not to order AEA-SCV to cease operations within its boundaries once it determined that it did not have a validly approved charter that would allow it to operate in conformity with the Charter Schools Act – filed a notice of appeal on December 12, 2014. Plaintiff respectfully submits that the result in this case should have been the same as that which obtained in *San Diego Unified School District v. Alpine Union School District* (San Diego Co. Super. Ct. Jan. 28, 2015) Case No. 37-2014-00021153-CU-MC-CTL, a copy of which is attached hereto as Exhibit A, in which another Academy charter (Endeavour) was ruled null and void and ordered to cease operations as a result of the brazen decision by the charter school and its authorizer to ignore the geographic restrictions in the Charter Schools Act. This is in accord with *No Oil, Inc. v. City of Los Angeles*, *supra*, 13 Cal. 3d at p. 81-82 holding that remand in the absence of a written determination on the issue of location is not an available remedy and post-hoc proceedings cannot retroactively validates the illegal acts. Instead, the action must be set aside. (*Ibid.*)

Through their notice of purported compliance, Defendants are asking the Court to validate the charter approval process they undertook as a result of the remedy that is currently before the Court of Appeal and to sanction their ongoing operation outside the parameters of the Charter Schools Act through June 30, 2015. Because their request is embraced by the matters subject to

the Court of Appeal's jurisdiction, this Court has been divested of the authority to take action validating their new charter or extending ongoing operations beyond February 5, 2015. Consistent with the Ruling, however, the Court may enter Judgment and Writ setting aside the AEA-SCV charter as null and void.

III. ACTON-AGUA'S APPROVAL OF THE STEAM CHARTER PETITION WAS NOT CONSISTENT WITH THE SPIRIT OR THE LETTER OF THE CHARTER SCHOOLS ACT

As part of the process ordered by the Court, Plaintiff submitted written reports and public comment dated December 4, 2014 (A.R. 257-274, with exhibits A.R. 275-569) and January 8, 2015 (A.R. 705-720, with exhibit A.R. 721) to Acton-Agua's board of trustees. Due to time constraints and the posture of the case, Plaintiff incorporates its written reports herein by this reference. The following issues highlight Plaintiff's objections to a finding that Defendants complied with the Ruling, and are subject to any further briefing should the Court wish to receive additional information and argument.

A. Approval of STEAM was Preordained and the Public Hearing and Findings Were Window Dressing

Although Plaintiff respectfully disagrees that the Charter Schools Act allows for it, the point of the Court's order was to permit Defendants to "fix" the fact that AEA-SCV does not have a validly approved charter to operate during the 2014-2015 school year. To that end, the Court "remanded" the matter and ordered a validly approved replacement be in force by February 5, 2015. The Supreme Court instructed in *No Oil, Inc. v. City of Los Angeles*, *supra*, 13 Cal. 3d at p. 81 that remand to an inferior agency does not apply in cases where no findings were made at all, but only to clarify ambiguous findings. The Supreme Court observed that a "resolution adopted at [a meeting on remand] represents simply an example of [] '*post hoc* rationalization' of a decision already made, which the courts [have] condemned." (*Ibid.*) That is precisely what happened here.

1. STEAM Is Entirely New And Does Not Fix The Ongoing Problem

At trial, the Court indicated that it anticipated minimal changes to the charter, and counsel for Academy said Academy would "supplement" the new charter with information pursuant to the Court's order. (A.R. 386; 80-18-22.) Academy submitted an entirely new charter petition for a

new charter school – STEAM – on November 14, 2014 (after the 30-day court-imposed deadline for submission), and it was given to Plaintiff the next day, Saturday, November 15. (Stevens Decl., Exh. A-B.) The petition submitted on November 14 added a secondary program for grades seven to twelve, added additional independent study and home study options, and added a location in Huntington Beach, Orange County (although there was no notice to the local Huntington Beach district, and Academy already operates out of the identified address under a recently vacated San Diego County Charter (Exh A).

Most egregiously, however, the petition states that STEAM is to open in *Fall 2015*, doing nothing to remedy the problem of AEA-SCV operating within Plaintiff's boundaries during the 2014-2015 school year without a valid charter. Furthermore, the Court's order expressly did not include any remedy that would enable Einstein-SCV "to be in place all year. That [was] not [the Court's] intent." (A.R. 389; 83:15-17.) STEAM therefore does not comply with the Ruling.

2. The Public Hearing Was Only Dress Rehearsal

Acton-Agua conducted a public hearing on the STEAM petition on December 4, 2014. Plaintiff participated in the public hearing by sending representatives to address Acton-Agua's board in person and by submitting a written report and public comment to the Acton-Agua board. Notably, Acton-Agua's board were not interested:

> Board Vice President Porter: "Due to the unfortunate timing, [Plaintiff's report] **just becomes mostly for the record, for the court.** Because had we received this a few days ago, I would have put the time in to actually review it." (A.R. 809; 73:1-5.) "And **you're mad if you think we're going to read that whole thing** before next Thursday." (A.R. 810; 74:3-5, emphasis added.)

The board expressly rejected the information Plaintiff sought to present for consideration and acted with contempt towards Plaintiff's representatives. In any event, the public hearing on December 4 was apparently a dress rehearsal to set the stage for an "amended" charter petition and a subsequent public hearing, despite the fact that Acton-Agua's board did not take any action to continue the public hearing to a future date, or otherwise agree to consider an "amended" petition. In reality, the public hearing concluded on December 4. In fact, Plaintiff was told on December 10 that the Board "[planned] to consider whether to approve or deny the AEALAS-STEAM petition

[December 18]" and had "decided to move all of the items on [December 11's] agenda to [December 18] as well." Yet on December 15, Plaintiff was informed that AEALAS was "amending" the Petition, and that there would be another "public hearing."

3. The Second "Public Hearing" Was A Sham

The second "public hearing" was held on January 8, 2015. It was patently untimely because it took place more than 30 days after the petition was received, which happened no later than December 4. (Ed. Code, § 47605(b).[3]) It also lent confusion to the process for those members of the public who understood the process to have been completed, were informed as of December 4 that the public hearing was closed, and who therefore were prevented from full participation. Furthermore, the staff report and resolution to approve the petition were already prepared and submitted to the board for final action days in advance (Stevens Decl., Exh. F), leading to the conclusion that public comment given on January 8 would not actually be taken into consideration for purposes of findings. Indeed, the agenda contemplated action on the amended Petition immediately following the public hearing. (A.R. 869.)

To exacerbate the untimely nature of the hearing, Plaintiff was provided materially revised documentation at 7:33 a.m. on the day of the second public hearing. In essence, the reality is that Acton-Agua received the "amended" petition on January 8, held a public hearing within approximately 12 hours, and then issued its decision the same day. Yet once again it actually chastised Plaintiff for providing its written report during the designated public hearing time.[4] And once again, of course, Acton-Agua's board were not interested anyway:

> Board Member Ridenour "These students belong to the parents, first and foremost. And **what gets lost in this whole insane circus is the idea that we shouldn't very much care about the feelings of the Newhall Board. I don't**

[3] In addition, the Court's order contemplated 30 days for submission of the petition, 30 days for a public hearing following submission, and 60 days for a decision following submission. (A.R. 386; 80:23-25.)

[4] Defendants' avowal that they delivered additional teacher signatures and a revised budget to Plaintiff on December 19, 2014 is patently false. (Joint Statement, 3:19-20.) In fact, these are among the materials provided the day of the hearing, and the new teacher signatures were not even signed by Academy until January 6, 2015 (contrary to the requirements of Education Code section 47605(a)(1) and California Code of Regulations, Title 5, section 11967.5.1, subdivision (d), *infra*.) (A.R. 724.)

> **care a whit about them**, if I haven't been clear; nor should they care a whit about ours." (A.R. 922; 47:2-5, emphasis added.)

The actions of Acton-Agua and Academy denied Plaintiff and the public at large the ability to fully participate in the public hearing process. While Plaintiff (and the rest of the community) was analyzing the version of the petition they were told would be considered on January 8, Academy and Acton-Agua were engaged in behind the scenes, backroom dealing to make changes no one else would be privy to until the last minute – certainly not in time to address at the public hearing. This was not a transparent process.[5] Indeed, it lends further support to what is already clear: Acton-Agua and Academy conspired in bad faith to do everything they could to ensure that Academy's school within Plaintiff's boundaries (the one that is not a validly operating charter school under California law) can remain open. Rather than holding Academy accountable to the requirements of law, Acton-Agua has been complicit in the violations.

4. A "Conditional Approval" Is No Approval At All

Finally, Acton-Agua did not actually *approve* the STEAM petition at all. Instead, Acton-Agua gave "conditional approval," a requirement that finds no support in the law and certainly does not constitute a replacement of the would-be AEA-SCV charter by February 5, 2015. Among other things, the conditions required Academy to make yet another amendment of the petition *following* the approval date. (A.R. 003.) And remarkably, STEAM's budget and the conditions of approval require STEAM to receive state grant funding that has already been received once by AEA-SCV. (*Ibid.*) As a "replacement" of AEA-SCV, STEAM would therefore be double-dipping by receiving one-time money twice, and this after it should never have received the funding in the first instance because it did not have a valid charter.

The "conditional approval" granted by Acton-Agua creates on ongoing moving target subject to change after action by the board. In fact, the resolution makes the satisfaction of the

[5] Acton-Agua also convened an illegal closed session in the middle of the public hearing on January 8 "to review the materials that were presented by Newhall School District." (A.R. 873.) This action finds no support in the Brown Act. The purpose of the *public* hearing was to hear and receive public comment, not to engage in closed session consideration *outside of* the public's view. The existence of litigation does not allow for any part of a public hearing to be conducted in closed session. (See Gov. Code, §§ 54954 et seq.)

conditions up to Academy without consideration by the Acton-Agua board.[6] If STEAM does not satisfy the conditions, Acton-Agua will subject itself to an unnecessary meet and confer process, following which the board "may require the Charter School to withdraw the Petition." (A.R. 004.)There is, however, no authority in the Charter Schools Act that would allow the board to require any charter petitioner to "withdraw" its charter petition. Essentially, the resolution makes the so-called conditions negotiable, confirms that they have no teeth, and takes the board out of the process in contravention of the law that requires the authorizer to be responsible for actions related to the charter. Fundamentally, an approval based upon the Academy meeting future conditions is no approval at all.

B. The Staff Report and Findings Are Unsupported and Exaggerated

1. Use of Agua Dulce Elementary School

According to the staff report, "AADUSD has leased all 20 classrooms [at Agua Dulce Elementary] to the AEALAS-AD Partnership Academy." (A.R. 9.) But that makes no sense, as part of AEALAS-SCV is currently housed at Agua Dulce Elementary, and the petition actually states that part of STEAM will also be housed at Agua Dulce Elementary. In its zeal to prove that there are no Acton-Agua classrooms available to house STEAM, the staff report actually makes it impossible for STEAM to locate as it proposes to do in the petition. And again, AEALAS-SCV was able to operate within Acton-Agua before approval of the redundant Partnership Academy charter school. Nevertheless, Acton-Agua's board adopted the findings.

2. Pretext Regarding Use Of Acton School As A Storage Facility

The staff report also says there is no room at Acton School because classrooms had to be taken over for "storage" after the district effectively ceded Agua Dulce Elementary School to

[6] As history teaches, Academy will say whatever is necessary at any given time in order to promote its own interests. For instance, Mark Blazer gave utterly contradictory testimony in his TRO declaration to the Court and his subsequent deposition. (A.R. 272-273.) Jeff Shapiro also gave false testimony during the public hearing on December 4 when he told Acton-Agua and the public that the Huntington Beach school run by Academy currently operates under the AEA-SCV charter. (A.R. 763; 27:14-23.) It does not, and he knows it. The Huntington Beach location was never approved as part of AEA-SCV, and in fact it operated under the San Diego County based charter Endeavour Academy, which was ruled null and void by the San Diego Superior Court following writ proceedings against Academy and its charter authorizer in that case, Alpine School District. (See Exh. A.)

Academy. (A.R. 10.) This, of course, is nothing more than doubling down on the self-created problem recognized by the judge during the trial: There once was room for AEA-SCV within Acton-Agua; but then Acton-Agua approved a different Academy charter and suddenly there was no longer room for AEA-SCV in Acton-Agua, thereby "bootstrapping" the need to go outside the district. Not only is this tactic utterly transparent, it is remarkable that Acton-Agua's position as a school district is that its classroom space is better used for storage than for educating students.

Board Member Layton outright rejected any findings that Acton School classrooms were unavailable for use by STEAM (and ultimately voted against approval). (A.R. 966; 91:6-9.) Even Board Member Fox, who voted in favor of approval, expressed that the staff report exaggerated the unavailability of classrooms at Acton School:

> **I agree with you, maybe the report is a little bit on the pessimistic side**; maybe if we move some of the stuff out. I'm not sure where we'll find the storage. But storage space is easier to find than classrooms. But you're still not going to get 700 kids all in one place. (A.R. 961-62; 86:22-87:2, emphasis added.)

The fact is that the Acton-Agua board was not concerned with evidence in making its findings; it was concerned only with the outcome that it wanted. So it adopted the findings regardless of the fact they are unsupported.

3. Excuses Not To Even Consider Bona Fide Offer Of Portables

Plaintiff, together with Castaic Union and Sulphur Springs Union, offered to provide enough portable classroom and restroom buildings to serve the desired population, including both STEAM and the Partnership Academy, within Acton-Agua. (A.R. 509-520.) These offers were made based on either donation or nominal fee. Plaintiff's offer was presented by Board President Brian Walters. Contrary to Defendants assertion that Acton-Agua considered the offer, it did nothing more than make excuses why housing the charter school in the Acton-Agua district would not work – this despite having accepted a similar offer from Los Angeles Unified School District in the past. Neither Acton-Agua nor Academy contacted any of the offering districts to discuss, explore, or investigate how this might be done. Instead, Acton-Agua summarily dismissed the idea, just as it dismissed former Acton-Agua Board Member Ron Bird's written testimony concerning the availability of school space within the district. From the reaction by the

superintendent and board members at the public hearing on December 4, to the unsupported conclusions drawn in the staff report, it is obvious that Acton-Agua never actually considered using the offered portable classrooms and restrooms to house STEAM within its boundaries and confirmed Acton-Agua "never intended Einstein to be in Acton." (A.R. 962; 87:20-23.) (Raising concerns is not the same thing as investigating feasibility.) Nevertheless it adopted the findings.

4. Notice Cannot Be Provided "Before" Something That Already Exists

The fact that Academy is currently operating a "charter" school within Plaintiff's boundaries is reality and not subject to dispute. Any finding that advance notice was, or indeed could be, provided as required in section 47605(a)(5) is specious. (A.R. 712.) A bell cannot be unrung, and the courts reject post-hoc rationalizations, as offered here. This time Acton-Agua apparently employed the fiction that the school is not in operation and went ahead to adopt the findings.

C. Acton-Agua's Approval of STEAM Continues Its Revenue Generating Charter Initiative

1. Per Se Violation Of Geographic Restrictions

According to the petition, STEAM plans to enroll 1,200 students. (A.R. 576.) Acton-Agua's entire student enrollment, however, is only 1,081. (A.R. 262.) Therefore, even if the entire student body of Acton-Agua (including elementary and secondary students alike) left Acton-Agua and enrolled at STEAM, there would still be space for over 100 students. The fact is, however, that only 14 Acton-Agua students, or just 1% of the projected 1,200 spaces, are enrolled at AEA-SCV. (*Ibid.*) Meanwhile, the separate AEALAS Partnership Academy approved by Acton-Agua after AEA-SCV, has enrolled 195 students at Agua Dulce Elementary School (presumably because they had no choice when Acton-Agua handed their school over to AEALAS).[7] (*Ibid.*) All of this begs the question:

> If not for money, *why does it make sense for Acton-Agua to approve a charter petition for a school that proposes to have a population larger than all of Acton-Agua itself; that is not designed or meant to serve students from Acton-Agua at*

[7] As the Court will recall, the space that was previously available to AEA-SCV to operate within Acton-Agua was taken away and given to the Partnership Academy as a way to create unavailability and bootstrap the "need" to go outside the district.

all, particularly in light of the separate Partnership Academy; and that will locate its primary campus two school districts away?

The answer is that it does not make sense. The very notion reduces the geographic restrictions in section 47605 to a nullity and reads them out of the law. It is, after all, nothing less than a self-fulfilling prophesy to say that 1,200 students – to say nothing of the 30,000 students the Acton-Agua "charter initiative" seeks – will not fit within a single Acton-Agua schoolhouse. This attempt to create a "loophole" where one doesn't actually exist is basically Acton-Agua's stated strategy for charter school approvals:

> Board Vice President Distaso: "I've lived in this community for 18 years. And **I have yet to see a site that would house** the level of education program and **the student population that the AEA is offering.**" (A.R. 932; 57:3-6, emphasis added.)

If that's the case, then what business does the district have approving the charter petition? "Business" it would appear is the operative word:

> Board President Porter: "And that solution we had there, Mike, for a while, [i.e. housing Einstein-SCV within the district] was because their facilities in Santa Clarita weren't ready for them. **We had never intended Einstein to be in Acton**." (A.R. 962; 87:20-23, emphasis added.)

> Board President Porter: "My decision is not based on politics; **it's based on a viability of our district** and the program and options offered to our parents whose kids we're not entitled to. So … that's what I base my decision on." (A.R. 952; 77:18-22, emphasis added.)

The only conclusion to be drawn is that the decision to approve STEAM was motivated by the school district's need to draw state funds based on student numbers, in this case through oversight fees tied to student count.

2. Inflated Oversight Fees

In addition, between iteration one of the STEAM petition and iteration two of the STEAM petition, the illegal oversight fee was raised from 3% to 3.5% "[per] conversation with the district." (A.R. 727.) The original budget included a 3% oversight fee to Acton-Agua totaling $160,299 for the Newhall-based location and $65,360 for a Huntington Beach-based location. (A.R.233, 236.) Ever vigilant about protecting its charter school revenue stream, the district

increased its oversight fee after the Huntington Beach location was (supposedly) stricken from the petition to 3.5% totaling $264,431 for year one. (A.R. 727.)

3. Existing District Policy Maintains The Revenue Generating "Charter Initiative"

Moreover, Acton-Agua never took any action to disavow the charter policy that it adopted on December 12, 2013, pursuant to which it sought to buoy its finances through charter oversight and other fees spanning across Los Angeles County and encompassing up to 30,000 students. In fact, Acton-Agua's budget classification depends upon the revenue it generates from the charter schools it approves, including STEAM. (A.R. 414.) Because Acton-Agua's approval of STEAM is part and parcel of its revenue generating charter initiative, it did not comply with the Court's mandate that approval must comport with the spirit of the Charter Schools Act.

D. Acton-Agua Ignored Academy's Failure to Submit Sufficient Statutorily Required Signatures Before the STEAM Petition Could Be Considered

The Charter Schools Act provides that a charter petition may be submitted to a school district for review only *after* the signature requirement of section 47605(a)(1) has been met. The only signatures that count are those that are submitted at the time of the original submission to the Board under California Code of Regulations, Title 5, section 11967.5.1, subdivision (d).[8]

In light of concerns raised by Plaintiff on December 4, the staff report concedes that Academy did not submit the required number of signatures with the STEAM petition. (A.R. 016.) True to form, however, the staff report turns a blind eye to the violation, urging the board to simply ignore it – which, of course, it did. (*Ibid.*) Acton-Agua did not have discretion to simply ignore a threshold requirement of charter submission and approval because valid signatures of materially interested parties are a prerequisite to submission of any charter petition in the first place. (Ed. Code, § 47605(a).) Because the petition was not supported by adequate signatures, it

[8] As Acton-Agua received the petition no later than the statutory public hearing on December 4, 2014, the last-minute submission of signatures (dated January 6) on January 8 was a nullity. Furthermore, the petition keeps changing, so it is impossible to actually know which charter petition signatories supposedly support. It appears that these are teachers at the current school in Plaintiff's boundaries who want to keep their jobs next year, regardless of what the petition says. Nonetheless, the charter is not properly considered or approved absent the requisite signatures. (Ed. Code, § 47605(a), (b)(3).)

did not met the prerequisite for consideration and therefore could not be approved. Indeed a petition may be rejected out of hand under section 47605, subdivision (a), or denied under section 47605, subdivision (b)(3), but the board has no discretion to approve a charter that does not meet this statutory mandate.

Given what is supposed to be the seriousness of this process, as mandated by the Court, failure to meet this fundamental requirement reflects either disdain or the expectation of a rubber stamp approval by Acton-Agua regardless of whether the charter was in compliance with the law. Acton-Agua has given that rubber stamp. Looking the other way with respect to this requirement is further indicia that Acton-Agua's determination is a post-hoc rationalization and the district does not and will not hold its charter petitioners, including Academy, to the requirements of the law. Instead Acton-Agua has put its own fiscal viability above the requirements of the law.[9]

IV. CONCLUSION

An automatic stay applies to consideration of the STEAM approval process by virtue of Plaintiff's notice of appeal filed on December 12, 2014. Therefore the Court should not take action to validate the STEAM approval process pending decision in the Court of Appeal. The Court may, however, enter Judgment and Writ setting aside the AEA-SCV charter as null and void, consistent with the Ruling.

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[9] It remains an inherent conflict (as well as a violation of law) to have the authorizer fiscally dependent on the charter school. This is why the Charter Schools Act limits the fees to those set forth in section 47613. This conflict cannot be more clear than in this matter where Acton-Agua's survival as a district depends upon the revenue generated by the charter school(s). (A.R. 414.)

In any event, Defendants did not comply with the Ruling. They conspired in bad faith to achieve a predetermined outcome in order to preserve their joint money making scheme. Even if they had complied, however, the Charter Schools Act does not countenance the existence of charter schools without validly approved charters. AEA-SCV has no charter to surrender because there never was one to begin with. It has been operating since its inception without a charter. Accordingly, the Court should rule that Defendants failed to comply with the Ruling and enter Judgment and Writ setting aside the AEA-SCV charter as null and void

DATED: February 4, 2015

DANNIS WOLIVER KELLEY
SUE ANN SALMON EVANS
KARL H. WIDELL

BY: _____
SUE ANN SALMON EVANS
Attorneys for Plaintiff/Petitioner
NEWHALL SCHOOL DISTRICT

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO
CENTRAL

MINUTE ORDER

DATE: 01/28/2015 TIME: 11:00:00 AM DEPT: C-24

JUDICIAL OFFICER PRESIDING: Jeffrey L. Gunther
CLERK: Deborah Jellison
REPORTER/ERM: Not Reported
BAILIFF/COURT ATTENDANT:

CASE NO: **37-2014-00021153-CU-MC-CTL** CASE INIT.DATE: 06/26/2014
CASE TITLE: **San Diego Unified School District vs. ALPINE UNION SCHOOL DISTRICT [IMAGED]**
CASE CATEGORY: Civil - Unlimited CASE TYPE: Misc Complaints - Other

APPEARANCES

On Monday, January 26, 2015, the Court heard Petitioner San Diego Unified School District's petition for writ of mandate. Following the hearing, the Court took the matter under submission. After further research and considering all oral and written arguments by the parties, **the Court confirms and modifies its tentative ruling as follows:**

Petitioner San Diego Unified School District ("SDUSD") seeks a writ of mandate against Respondent Alpine Unified School District ("Alpine") and Real Party in Interest AEALAS, aka Albert Einstein Academy for Letters, Arts and Sciences, Inc., dba Endeavor Academy ("Endeavor"), alleging two causes of action for (1) violation of Education Code §§47605 and 47605.1, and (2) violation of Education Code § 47607. Alpine and Endeavor separately oppose.

Facts

In September 2012, Endeavor submitted a charter petition to Alpine seeking to establish a charter school. Alpine's Board approved the charter petition in November 2012 and Endeavour began serving students on August 18, 2013.

Initially, Endeavor opened schools at (a) 3524 Mount Acadia Boulevard, San Diego, CA 92111, and at (b) 2285 Murray Ridge Road, San Diego, CA 92123. Subsequently, Endeavor operated three schools, all of which are location in the SDUSD's geographic boundaries: (a) 3450 Clairemont Drive, San Diego, CA 92117; (b) 2285 Murray Ridge Road, San Diego, CA 92123; and (c) 2069 Ebers Street, San Diego, CA 92107. Based on representations at the hearing, only one location is in operation at this time, and it operates within SDUSD's geographic boundaries.

SDUSD learned about Endeavor's charter schools in December 2013 and subsequently wrote to Endeavor and Alpine, objecting to Endeavor maintaining charter schools within SDUSD's boundaries. The parties met in March 2014 to attempt to resolve the issues. In May 2014, Endeavor submitted a "material revisions" charter to Alpine, in a clear effort to try and overcome several of the problems created by Endeavor's presence in the SDUSD. SDUSD attended the Alpine meeting in June 2014 to oppose the charter. Alpine approved the revisions on June 19, 2014.

Charter Schools Act (Education Code, § 4600 et seq., ["CSA"])

Section 47605, entitled "Petition for establishment of charter school within school district; procedures for submission, review, and approval or denial; standards and assessments; admission policies and employment practices; supervisorial and oversight responsibilities; petition for renewal; teacher credentials; financial audit report," provides in relevant part that:

"[A] petition for the establishment of a charter school within a school district may be circulated by one or more persons seeking to establish the charter school. A petition for the establishment of a charter school **shall identify a single charter school** that will operate within the geographic boundaries of that school district. A charter school may propose to operate at multiple sites within the school district, as long as each location is identified in the charter school petition.

[¶¶¶]

(4) After receiving approval of its petition, a charter school that proposes to establish operations at one or more additional sites shall request a material revision to its charter and shall notify the authority that granted its charter of those additional locations. The authority that granted its charter shall consider whether to approve those additional locations at an open, public meeting. If the additional locations are approved, they shall be a material revision to the charter school's charter.

(5) A charter school that is unable to locate within the jurisdiction of the chartering school district may establish one site outside the boundaries of the school district, but within the county in which that school district is located, if the school district within the jurisdiction of which the charter school proposes to operate is notified in advance of the charter petition approval, the county superintendent of schools and the Superintendent are notified of the location of the charter school before it commences operations, and either of the following circumstances exists:
(A) The school has attempted to locate a single site or facility to house the entire program, but a site or facility is unavailable in the area in which the school chooses to locate.

(B) The site is needed for temporary use during a construction or expansion project.

[¶¶¶]
(g) The governing board of a school district shall require that the petitioner or petitioners provide information regarding the proposed operation and potential effects of the school, including, but not limited to, the facilities to be used by the school, the manner in which administrative services of the school are to be provided, and potential civil liability effects, if any, upon the school and upon the school district. The description of the facilities to be used by the charter school shall specify where the school intends to locate. The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation.

[¶]

(i) Upon the approval of the petition by the governing board of the school district, the petitioner or petitioners shall provide written notice of that approval, including a copy of the petition, to the applicable county superintendent of schools, the department, and the state board."

(Educ. Code, § 47605, subds. (a)(1), (a)(4), (a)(5), (g), and (i) (emphasis added).)

Section 47605.1, entitled "Location; geographic and site limitations," sets forth geographic parameters once the charter school is established pursuant to § 47605. "To achieve compliance with [section 47605.1], a charter school **shall** be required to receive approval of a charter petition in accordance with this section and Section 47605." (Educ. Code, § 47605.1(e)(3).) Further:

"(c) Notwithstanding any other law, a charter school may establish a resource center, meeting space, or other satellite facility located in a county adjacent to that in which the charter school is authorized if the following conditions are met: (1) The facility is used exclusively for the educational support of pupils who are enrolled in nonclassroom-based independent study of the charter school. (2) The charter school provides its primary educational services in, and a majority of the pupils it serves are residents of, the county in which the school is authorized.

(d) Notwithstanding subdivision (a) or subdivision (a) of Section 47605, a charter school that is unable to locate within the geographic boundaries of the chartering school district may establish **one site** outside the boundaries of the school district, but within the county within which that school district is located, if the school district where the charter school proposes to operate is notified in advance of the charter petition approval, the county superintendent of schools is notified of the location of the charter school before it commences operations, and either of the following circumstances exist: (1) The school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate. (2) The site is needed for temporary use during a construction or expansion project."

(Educ. Code, §47605.1, subds. (d)-(e) (emphasis added).)

In its first cause of action, SDUSD alleges Alpine "violated its ministerial duty to comply with the requirements of the Education Code [Sections 47065 and 47605.1] in considering and/or approving a charter petitioner and/or 'material revision' of a charter." More specifically, Alpine (1) "failed to ensure that [Endeavor's] charter identified a location within [Alpine's] boundaries as required by Education Code sections 47605(a) and 47605(g)[,]" (2) "failed to ensure that Petitioner was provided with notice of a charter locating within Petitioner's boundaries prior to approval of the charter as required by sections 47605 and 47605.1[,]" and (3) "failed to make the requisite finding that Real Party [Endeavor] could not locate within [Alpine's] boundaries." (Petition, ¶¶ 34-37.)

In the second cause of action, SDUSD alleges:

"44. AUSD is charged pursuant to Education Code sections 47604.32 and 47607 with the oversight of the charter schools it authorizes, including Endeavour Academy. In accordance with section 47607, AUSD is required to take action where, as alleged herein, the charter school fails to comply with its charter and/or the MOU, fails to comply with law, and/or is fiscally mismanaged.

45. Through its purported "material revision," AEALAS admitted that it failed to comply with its charter and/or the MOU, and has failed to comply with law, including but not limited to Education Code sections 47605 and 47605.1.

46. AUSD has a clear, present, and ministerial duty to enforce the provisions of the CSA including section 47607, the terms of the charter, and the requirements contained in the MOU, and to take affirmative actions to rescind and/or to revoke the approval of any charter wrongfully approved and/or

operating in violation of the law, the requirements of its charter, and/or engaging in fiscal mismanagement. As illustrated by its approval of Endeavour Academy's purported "material revision," AUSD admitted that it failed, and continues to fail, to exercise its oversight obligations and comply with the Charter Schools Act."

CCP § 1085

Preliminarily, Alpine contends the Code of Civil Procedure § 1085 traditional writ of mandate is not the appropriate enforcement mechanism and inappropriately attempts to "second-guess the manner in which the elected Board of the Alpine Union School District exercised its discretion" with respect to Endeavor's petition to establish a charter school through Alpine. The Court disagrees with this contention, as well Alpine's interpretation of the allegations and circumstances presented by the Petition.

A writ of mandate will issue "to any inferior tribunal, corporation, board or person" to compel: (i) "the performance of an act which the law specifically enjoins, as a duty resulting from an office, trust, or station" or (ii) "the admission of a party to the use and enjoyment of a right or office to which the party is entitled, and from which the party is unlawfully precluded by such inferior tribunal, corporation, board or person" (Code Civ. Proc., § 1085(a)).)

A writ of traditional mandate is most often sought to compel a "clear, present and usually ministerial duty on the party of the respondent." (*California Association for Health Services at Home v. Dept. of Health Services* (2007) 148 Cal.App.4th 696, 704.) A ministerial duty is imposed on a person in public office who, by virtue of that position, is obligated to perform in a legally prescribed manner when a given state of facts exists. (*City of King City v. Community Bank* (2005) 131 Cal.App.4th 913, 926.) It is a duty that a governmental or private body, by or through a public or private board, agency, official, or employee, is required to perform without regard to any exercise of judgment or opinion.

Education Code § 47605(a)(1) states that "[a] petition for the establishment of a charter school **shall identify a single charter school** that will operate within the geographic boundaries of that school district." As the "chartering authority," it was Alpine's ministerial duty to ensure Endeavor's petition, among other things, identified a single charter school to operate within Alpine's boundaries. This is but one of the provisions at issue in the Petition, none of which grant Alpine discretion. While discretion may certainly come into play elsewhere in the Charter Schools Act, traditional mandamus is the appropriate enforcement mechanism for purposes of the provisions at issue in the Petition.

The Charter Schools Act requires a chartering authority (Educ. Code, § 47604.32) such as Alpine to ensure that all of the relevant threshold prerequisites are met and contained in a petition to establish a charter school *before* discretion in granting or denying the charter may be exercised.

Petition for Establishment of Charter School

Endeavor's petition sought to establish a charter school within Alpine pursuant to Education Code § 47605. This is not disputed, and the issue raised by SDUSD's petition is whether the charter granted to Endeavor by Alpine is lawful. The issue presented is strictly a question of law.

Alpine argues it properly granted Endeavor's petition for a charter school based on its finding that none of the disqualifying factors set forth in Section 47605(b) were present, and that it remedied any purported illegalities regarding Endeavor's operation through the June 2014 material revisions passed by its Board. Alpine further contends that Petitioner "itself has previously endorsed Alpine's

interpretation of the law and should not be allowed to take a different position here." Last, Alpine argues this Court is without jurisdiction to revoke Endeavor's charter, as Education Code § 47607(c) states that "[a] charter may be revoked by the authority that granted the charter under if the authority [Alpine] finds, through a showing of substantial evidence, that the charter school" did one or more acts set forth therein.

Real Party in Interest Endeavor sets forth additional arguments in opposition to the Petition. First, the mandamus causes of action should be denied because Endeavor is a non-classroom based charter school that operates only out of "resource centers," as opposed to "schoolsites," and, as such, they are not limited by the geographical limitations set forth in Education Code § 47605.1. Building on this premise, Endeavor argues that its operation of "resource centers" outside Alpine's boundaries but within SDUSD's boundaries is not a violation of the charter or the Charter School Act, as there are no restrictions on in-county resource centers. Like Alpine, Endeavor contends Petitioner SDUSD authorizes nonclassroom-based charter schools to operate resource centers within its boundaries, preventing its current position. Last, Endeavor argues that it is free to establish a resource center without first establishing a schoolsite.

The Respondents' contentions presume the validity of the charter and bypass any analysis of the core issue presented in the Petition. Education Code § 47605(g) states the governing board of a school district "shall require" during the petition process that the petitioners provide information regarding "the facilities to be used by the school" and the description "shall specify where the school intends to locate." Alpine did not require this and Respondents fail to present evidence otherwise. As stated in the Court's August 22, 2014 order denying SDUSD's petition for TRO/Preliminary Injunction, the contention that "the Clairemont Mesa area in San Diego" is a sufficient description is without merit. The petition must identify the facilities at "each location." (Educ. Code, §47605(a)(1).) In this respect, the petition is deficient. The original charter petition states that "[Endeavour Academy] will be located within the territorial jurisdiction of the AUSD[,]" but there is no evidence that Endeavor identified any "single charter school that will operate within" Alpine's boundaries, which violates §47605(a)(1). The charter also states "[n]o learning centers will be located in Alpine or greater East County."

Given these facts, a further showing is necessary. "A charter school that is unable to locate within the jurisdiction of the chartering school district may establish one site outside the boundaries of the school district, but within the county in which that school district is located, if the school district within the jurisdiction of which the charter school proposes to operate is notified in advance of the charter petition approval, the county superintendent of schools and the Superintendent are notified of the location of the charter school before it commences operations, and either of the following circumstances exists: (A) The school has attempted to locate a single site or facility to house the entire program, but a site or facility is unavailable in the area in which the school chooses to locate [or] (B) The site is needed for temporary use during a construction or expansion project." (Educ. Code, § 47605(a)(5).)

Not only did Respondents fail to notify SDUSD of its proposal, they failed to notify as to the "one site" it proposed, instead establishing *three* locations within the boundaries of SDUSD.

Further emphasizing the above requirements, § 47605(g) mandates that Alpine "shall require that the petitioner ... provide information regarding the proposed operation and potential effects of the school, including, but not limited to, the facilities to be used by the school .... The description of the facilities to be used by the charter school shall specify where the school intends to locate." Subdivision (i) states that, "[u]pon the approval of the petition by the governing board of the school district, the petitioner or petitioners shall provide written notice of that approval, including a copy of the petition, to the applicable

county superintendent of schools, the department, and the state board." Despite Endeavor's clear intention (1) not to locate any of its facilities in Alpine's boundaries and (2) to locate within the boundaries of SDUSD, Alpine nonetheless approved the charter.

Without a lawful charter, which includes a physical location, subsequent "resource centers" or satellite facilities are unlawful and no material revisions can overcome these foundational prerequisites. Respondents' efforts to overcome Alpine's failure to adhere to the CSA during the charter petition process and Endeavor's failure to comply with the CSA's foundational requirements, in effect, concede the unlawfulness of Endeavor's charter. For instance, the "material revisions," approved by Alpine in June 2014, which re-characterize the locations within the SDUSD as "resource centers." Respondents contend that such facilities are nonclassroom-based and thus are outside the "geographical restrictions" set forth in Education Code §§ 47605 and 47605.1. Not only is there no basis in the law for this contention, the evidence presented in the case thus far indicates the facilities are in fact classroom-based. At minimum, the evidence indicates that is how they began when Alpine granted Endeavor's petition. Endeavor advertises blended learning facilities and concedes that classroom instruction is an option. Even if the Court were to ignore the problems with this premise, the Respondents have failed to present any legal authority to suggest that resource centers are exempt from the foundational requirements set forth in Education Code §§ 47605 and 47605.1.

Respondents cannot get around the fact that a charter school cannot exist without first petitioning pursuant to this provision, and the clear language of the provisions pertaining to the "petition for establishment of charter school within school district" are set forth in Education Code §§ 47605 and 47605.1. *Nowhere* in the CSA is there any indication that these initial prerequisites can be disregarded by a chartering authority, or by the petitioning charter school itself. Respondents' arguments that these provisions somehow do not apply to them finds no basis in the law. Education Code §§ 47605 and 47605.1 apply to all charter schools, regardless of whether they are "nonclassroom-based," "blended," etc. Until the legislature makes such distinctions, there is no legal basis on which to reach Respondents' conclusions.

At the hearing on the instant petition, Endeavor reiterated its position that its facilities, in their current state, fall outside the provisions of the Charter Schools Act at issue in the Petition. The Court is not persuaded, finding neither Respondent provided a sound legal basis on which to conclude Education Code § 47605 does not apply to the initial establishment of *all* charter schools, including Endeavor.

As discussed, the Charter Schools Act sets forth clear ministerial duties a chartering authority such as Alpine must carry out during the petition process. Specifically, Education Code § 47605(a) states that "[a] petition for the establishment of a charter school shall identify a single charter school that will operate within the geographic boundaries of th[e chartering authority's] school district."

Expanding upon this, Subdivision (g) provides that "[t]he governing board of a school district shall require that the petitioner ... provide information regarding the proposed operation and potential effects of the school, including, but not limited to, the facilities to be used by the school..." Where a petitioning entity seeks to operate outside of the chartering authority's boundaries, the chartering authority is required to ensure that the petitioning party show its efforts to locate within the chartering authority's boundaries, that space was unavailable, and that the chosen school district was notified in advance of the approval of the petition. (Educ. Code, § 47605(a)(5).)

The Court finds that Alpine did not require compliance with these initial threshold prerequisites which constitutes a failure to perform its ministerial duties under the Charter Schools Act. Subsequently

granting the petition without performing these duties was ultra vires act, which renders Endeavor's petition to establish itself as a charter school and the subsequent material revisions enacted thereto unlawful. Accordingly, the charter is null and void, the effect of which requires Alpine to revoke the charter granted to Endeavor.

During oral argument, Alpine reemphasized its opposition contention that revocation of a charter can only occur pursuant to Education Code § 47607. More specifically, Alpine contends the power to revoke a charter rests only with Alpine as the chartering authority, and the Court is thus without authority to order revocation. Respondents collectively contended that a ruling directing Alpine to revoke Endeavor's charter would improperly force Alpine to exercise its discretion in a certain way.

As set forth in *California School Boards Association v. State Board of Education* (2010) 186 Cal.App.4th 1298, "[s]ection 47607 provides, as here relevant, that '[a] charter may be revoked' (subd. (c), italics added) by the chartering agency if it finds that the charter school committed 'a material violation of any of the conditions, standards, or procedures' of the charter (subd. (c)(1)) or a violation of "any provision of law" (subd. (c)(4)). By its plain language, the statute grants to chartering authorities broad discretion in initiating revocation proceedings against charter schools. This does not mean, however, that a chartering entity has absolute discretion to take no action against a school that violates the law or its charter." (*Id.* at 1325-1326.)

Further, while "courts should generally '"let administrative boards and officers work out their problems with as little judicial interference as possible [because] boards are vested with a high discretion and its abuse must appear very clearly before the courts will interfere."' (*Lindell Co. v. Board of Permit Appeals* (1943) 23 Cal.2d 303, 315.) But this does not mean that boards and officers may refuse to act, or may act with unfettered discretion. 'Mandamus may issue ... to compel an official both to exercise his discretion (if he is required by law to do so) and to exercise it under a proper interpretation of the applicable law.' (*Common Cause v. Board of Supervisors* (1989) 49 Cal.3d 432, 442.) 'Where only one choice can be a reasonable exercise of discretion, a court may compel an official to make that choice.' (*California Correctional Supervisors Organization, Inc. v. Department of Corrections* (2002) 96 Cal.App.4th 824, 827.)" (*California School Boards Association v. State Board of Education, supra*, 186 Cal. App. 4th at 1327.)

Accordingly, the Court confirms its tentative ruling, which concludes that Endeavor's charter is null and void. Alpine's consideration of, and subsequent granting of Endeavor's petition for charter school constituted an ultra vires act. Alpine is thus directed to revoke the charter based on its failure to comply with the ministerial duties set forth in Education Code § 47605 and at issue in SDUSD's Petition.

Evidentiary Issues

In support of its reply to Alpine's opposition to the Petition, SDUSD filed a request for judicial notice. The Court grants judicial notice of Exhibit D, and grants judicial notice of the filing of the documents attached as Exhibits A through C.

The Court grants the request for judicial notice filed by Endeavor in support of its opposition to the Petition. With respect to SDUSD's request for judicial notice filed in reply to Endeavor's opposition, the Court grants judicial notice of the documents attached as Exhibits E and H, and grants judicial notice of the filing of the documents attached as Exhibits A through D.

The court overrules the parties' objections to the evidence, noting that the Petition presented an issue of

law, foregoing any need for the evidence submitted.

IT IS SO ORDERED.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO Central 220 West Broadway San Diego, CA 92101	
SHORT TITLE: San Diego Unified School District vs. ALPINE UNION SCHOOL DISTRICT [IMAGED]	
CLERK'S CERTIFICATE OF SERVICE BY MAIL	CASE NUMBER: **37-2014-00021153-CU-MC-CTL**

I certify that I am not a party to this cause. I certify that a true copy of the Final Ruling for Hearing on January 26, 2015 was mailed following standard court practices in a sealed envelope with postage fully prepaid, addressed as indicated below. The mailing and this certification occurred at San Diego, California, on 01/28/2015.

Clerk of the Court, by: Deborah Jellison D. Jellison, Deputy

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☐ Additional names and address attached.

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 115 Pine Avenue, Suite 500, Long Beach, CA 90802.

On the date set forth below I served the foregoing document described as **NEWHALL SCHOOL DISTRICT'S STATEMENT RE: JURISDICTION AND COUNTERSTATEMENT RE: DEFENDANTS' NONCOMPLIANCE WITH RULING** on interested parties in this action by delivering true copies to:

SEE ATTACHED SERVICE LIST

☐ **(VIA U.S. MAIL)** I caused such document to be placed in the U.S. Mail at Long Beach, California with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **(VIA FACSIMILE)** I caused such document to be transmitted via facsimile to the addressee from the facsimile machine of DANNIS WOLIVER KELLEY whose phone number is (562) 366-8505. The transmission by facsimile was reported as complete and without error.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand at the Courthouse at 111 N. Hill Street, Los Angeles, CA 90012.

☐ **(VIA OVERNIGHT MAIL)** I caused such envelope to be deposited at an authorized "drop off" box on that same day with delivery fees fully provided for at 115 Pine Avenue, Suite 500, Long Beach, CA 90802, in the ordinary course of business.

☒ **(VIA ELECTRONIC SERVICE)** [Code Civ. Proc. Sec. 1010.6; CRC 2.251] by electronic mailing a true and correct copy through DANNIS WOLIVER KELLEY'S electronic mail system from samaro@DWKesq.com to the email address(es) set forth above, or as stated on the attached service list per agreement in accordance with Code of Civil Procedure section 1010.6 and CRC Rule 2.251. The transmission was reported as complete and without error.

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

Executed on February 4, 2015 at Long Beach, California.

Sue Amaro

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